

## THE BOARD OF DIRECTORS MEETING

May 10, 2019 | 8:00 am

Offices of Denton County Transportation Authority | Administrative Boardroom  
1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057

*NOTICE IS HEREBY GIVEN that there will be a NTMC Board of Directors Regular Meeting at the time and location above to consider the following:*

CALL TO ORDER

PLEDGE

INVOCATION

WELCOME AND INTRODUCTION OF VISITORS

PUBLIC COMMENT

This agenda item provides an opportunity for citizens to address the Board of Directors on any agenda items or other matters relating to the NTMC. Anyone wishing to address the Board of Directors should complete a Citizen Comment Registration Card and submit it to the NTMC Secretary prior to the start of the Board meeting. There is a three (3) minute time limit for each citizen. Anyone wishing to speak shall be courteous and cordial. The Board of Directors is not permitted to take action on any subject raised by a speaker during Citizen Comments. However, the Board of Directors may have the item placed on a future agenda for action; refer the item to the NTMC Secretary for further study or action; briefly state existing NTMC policy; or provide a brief statement of factual information in response to the inquiry.

### 1. REGULAR AGENDA

- a. Discussion and Approval of Minutes from April 16, 2019 Board Meeting
- b. Discussion and Acceptance of existing TMDC Employee Handbook for NTMC Employees
- c. Discussion and Adoption of NTMC Financial Policies, Resolution No. 2019-N006
- d. Discussion and Adoption of the FY'19 NTMC Budget, Resolution No. 2019-N005
- e. Discuss and Accept the transfer of the Collective Bargaining Agreement (CBA) between Transit Management of Denton County and Amalgamated Transit Union Local 1338, Effective April 1, 2018, "As Is"

### 2. PRESIDENT'S REPORT

- a. Transition Update

3. DISCUSS FUTURE AGENDA ITEMS

- a. Additional NTMC Policies & Documents
- b. Board Member requests for future agenda items

4. CONVENE EXECUTIVE SESSION

The Board reserves the right to go into closed executive session at any time during the meeting pursuant to the Texas Government Code § 551.071(2) to seek confidential legal advice from the Corporation's attorneys regarding any agenda item listed hereon.

5. ADJOURN

BOARD MEMBERS:

Raymond Suarez, Chair  
Dave Kovatch, Vice Chair  
Charles Emery    Dianne Costa    Connie White

OFFICERS:

Kristina Holcomb, NTMC President  
Nicole Recker, NTMC Vice President  
Marisa Perry, NTMC Treasurer  
Brandy Pedron, NTMC Secretary

The Denton County Transportation Authority meeting rooms are wheelchair accessible. Access to the building and special parking are available at the main entrance. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by emailing bpedron@dcta.net or calling Brandy Pedron at 972.221.4600.

***CERTIFICATE*** – I certify that the above agenda giving notice of meeting was posted on the bulletin board at the Corporation's offices, which are also the offices of the Denton County Transportation Authority, on 5/3/2019 at 12:01 PM.

  
\_\_\_\_\_  
Brandy Pedron, NTMC Secretary

**MINUTES FOR:  
ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS**

Held on April 16, 2019 at 3:00 pm  
Offices of Denton County Transportation Authority | Administrative Boardroom  
1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057

**ATTENDANCE**

**NTMC Board of Directors**

Raymond Suarez: Chair, DCTA  
Dave Kovatch: Vice Chair, DCTA  
Charles Emery, DCTA  
Dianne Costa, DCTA  
Connie White, DCTA

**NTMC Officers**

Kristina Holcomb, NTMC President  
Nicole Recker, NTMC Vice President  
Marisa Perry, NTMC Treasurer  
Brandy Pedron, NTMC Secretary

**Absences**

None

**Legal Representation**

Kevin Laughlin, NJDHS

**Other Attendees**

Lindsey Baker, DCTA Director of  
Strategic Partnerships  
Amanda Riddle, DCTA Budget Manager  
Jim Owen

CALL TO ORDER – *Chair, Raymond Suarez, called the meeting to order and announced the presence of a quorum at 3:22 p.m.*

PLEDGE – *led by Dave Kovatch, Vice Chair*

INVOCATION – *led by Charles Emery*

WELCOME AND INTRODUCTION OF VISITORS – *None welcome or introductions at this time*

**1. REGULAR AGENDA**

- a. Discuss and Approve Resolution No. 2019-N001 Adopting the Bylaws of the North Texas Mobility Corporation

*Kristina Holcomb, NTMC President, presented the Board with Resolution 2019-N001 Adopting the Bylaws of the North Texas Mobility Corporation of which were reviewed and approved by the DCTA Board of Directors on February 28, 2019*

- *Motion to approve Agenda Item 1 (a) was made by Connie White. The motion was seconded by Dave Kovatch, Vice Chair. Motion passed unanimously by the Board with no abstentions.*

- b. Conduct Election of the Chair and Vice Chair of the Board of Directors

*Raymond Suarez, Chair, discusses the memo regarding election of Chair and Vice Chair of the Board of Directors. The recommendation is the NTMC Board of Directors elect Raymond Suarez as Chair and Dave Kovatch as Vice Chair.*

- *Motion to approve Agenda Item 1 (b) was made by Diane Costa. The motion was seconded by Connie White. Motion passed unanimously by the Board with no abstentions.*
- c. Discuss and Approve Resolution No. 2019-N002 Electing the Officers of the North Texas Mobility Corporation
  - Raymond Suarez, Chair, discusses Resolution 2019-N002 and memo regarding election of Officers of the North Texas Mobility Corporation. The recommendation is the NTMC Board of Directors elect Kristina Holcomb as President, Nicole Recker as Vice President, Marisa Perry as Treasurer, and Brandy Pedron as Secretary.*
  - *Motion to approve Agenda Item 1 (c) was made by Diane Costa. The motion was seconded by Charles Emery. Motion passed unanimously by the Board with no abstentions.*
- d. Discuss and Approve Resolution No. 2019-N003 Establishing Time and Location for Regular Meetings of the Board of Directors and Designating Official Location for Posting of Notices of Meetings Pursuant to the Texas Open Meetings Act
  - Kristina Holcomb, NTMC President, presented the Board with Resolution 2019-N003 Establishing Time and Location for Regular Meetings of the Board of Directors and Designating Official Location for Posting of Notices of Meetings Pursuant to the Texas Open Meetings Act. The Regular Meetings of the Board of Directors shall be held in accordance with the Bylaws on Wednesday, presiding the 4<sup>th</sup> Thursday of the Month at 2:00 p.m. effective June 26, 2019. It is recommended that the NTMC meet at a minimum quarterly, as discussed during the NTMC Organizational meeting.*
  - *Motion to approve Agenda Item 1 (d) was made by Dave Kovatch, Vice Chair. The motion was seconded by Connie White. Motion passed unanimously by the Board with no abstentions.*
- e. Discuss and Approve Resolution No. 2019-N004 Authorizing an Interlocal Agreement for Mobility Service Operations with the Denton County Transportation Authority
  - Kristina Holcomb, NTMC President, presented the Board with Resolution 2019-N004 Authorizing an Interlocal Agreement for Mobility Service Operation with the Denton County Transportation Authority (DCTA). It is recommended the NTMC Board of Directors Approve and Authorize the President to execute the Interlocal Agreement for Mobility Service Operations with DCTA.*
  - *Motion to approve Agenda Item 1 (e) was made by Dianne Costa. The motion was seconded by Charles Emery. Motion passed unanimously by the Board with no abstentions.*
- f. Discuss and Approve Appointment of General Counsel for the Corporation
  - Kristina Holcomb, NTMC President, reviewed the memo regarding appointment of General Counsel for the Corporation with the Board. It is recommended the NTMC Board of Directors leverage the provision for legal services through the Interlocal Agreement established between DCTA and NTMC for Transit Operations and approve the appointment of Nichols, Jackson, Dillard, Hager & Smith, LLC as NTMC's General Counsel with Joe Gorfida as lead attorney and Kevin Laughlin as back-up attorney.*

- *Motion to approve Agenda Item 1 (f) was made by Dave Kovatch, Vice Chair. The motion was seconded by Connie White. Motion passed unanimously by the Board with no abstentions.*
2. PRESIDENT'S REPORT
    - a. Discuss Upcoming Meeting Dates and Possible Additional Meetings
      - i. Friday, May 10, 2019 at 12:00 pm – *The Board discussed and agreed to have the next NTMC Board meeting on Friday, 10, 2019 at 8:00 a.m. instead of 12:00 p.m.*
    - b. Discuss Future Agenda Items
      - i. Amalgamated Transit Union Collective Bargaining Agreement Transfer – *This item will be discussed at the May 10<sup>th</sup> meeting.*
  3. Convene Executive Session – *The Board did not meet in Executive Session at this time*  
The Board reserves the right to go into closed executive session at any time during the meeting pursuant to the Texas Government Code § 551.071(2) to seek confidential legal advice from the Corporation's attorneys regarding any agenda item listed hereon.
  4. ADJOURN – *The meeting was adjourned at 4:09 p.m. by Raymond Suarez, Chair*

The minutes of the April 16, 2019 meeting of the Board of Directors were passed and approved by a vote on this 10th day of May 2019.

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Raymond Suarez, Chair

ATTEST

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Brandy Pedron, NTMC Secretary

## NTMC Board Meeting Memo

May 10, 2019

SUBJECT: Discussion and Acceptance of existing TMDC Employee Handbook for NTMC Employees

### **Background**

The North Texas Mobility Corporation (NTMC) Employee Handbook provide employees an understanding of NTMC's personnel policies.

### **Identified Need**

NTMC staff should adopt clear and concise policies to address any areas of risk which could affect the safety of operations and employees as well as the corporation's reputation and brand. During the implementation of NTMC, the previously instituted policies under Transit Management of Denton County (TMDC) will transition to NTMC. These procedures will be enforced until any revisions are deemed to be needed and include the following policies across both handbooks:

- General Rules and Procedures
- Equal Opportunity
- Nature of Employment
- Sexual Harassment
- Employee/Employer Relations
- Open-Door Process
- Business Ethics and Conduct
  - Conflicts of Interest
- Employee Responsibilities
- Disability Accommodations
- Safe Work Environment
- Employee Benefits
- Family and Medical Leave Act
- General Work and Wage Provisions
- Drug and Alcohol Policy
- Driving and Criminal Records and Responsibility
- Use of Equipment and Vehicles
- Code of Conduct
- Americans with Disability Act
- Operating Procedures
- Vehicle Accidents, Incidents, and Operations
- Passenger Relations
- General Rules on Fares, Transfers, Tickets, and Communications
- Code and Discipline Schedule
  - Class Infractions
  - Discipline for Moving Violations
  - Preventable Accidents

### **Recommendation**

It is recommended for the NTMC Board of Directors to approve the proposed policies effective the first day of operation, June 2, 2019. This includes the Staff Handbook, which is applicable to all Non-Operator positions, and the separate Operator Handbook.

### **Exhibits**

Exhibit 1: Staff Handbook

Exhibit 2: Operator Handbook

# **TRANSIT MANAGEMENT OF DENTON COUNTY**

## **EMPLOYEE HANDBOOK Staff**

October 12, 2010

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## FORWARD

The TMDC Handbook provides the operating guidelines. The guidelines contained in this handbook replace all previous rules, procedures and instruction for operators. Employees are also subject to all other policies governing employees of TMDC. Each employee must become familiar with the contents of this handbook by the completion of the initial training.

No one is authorized to make oral exceptions to this policy, and written exceptions may only be made with approval by the General Manager.

The rules and operating guidelines of the Handbook may be changed through notices and special instructions that will be made available in writing to all TMDC personnel. The company bulletin board must be examined daily for special instructions. Whenever an employee has been off duty for any reason, upon return, the bulletin board should be checked, and a supervisor should be contacted for clarification on policy changes. When necessary, policy changes will be consolidated and reissued as revisions that are to be inserted in the Handbook and the outdated pages removed.

**The Handbook is not intended to be an employment contract or agreement, nor does it contain promises or commitments to the employee of any kind. The contents should not be construed otherwise. Any references to, or discussion of, matters related to employment shall not be treated as a contractual agreement or guarantee of employment.**

# TRANSIT MANAGEMENT OF DENTON COUNTY EMPLOYEE HANDBOOK

## INTRODUCTION

Transit Management of Denton County is committed to a goal of excellent performance by all employees. Our primary mission is to provide the best service possible to the public we serve.

It is our policy to recognize all employees both as a group and as individuals for exemplary or commendable performance on the job. Administrative and supervisory personnel are leaders whose objective is to assist all of our employees and the public we serve to provide the best service possible.

Whenever an employee is subject to discipline, the employee's total work record including all violations is reviewed before determining any penalty. Penalties for violations of multiple rules occurring during the same time period will be dealt with at the discretion of management. This code is not intended to provide rigid discipline guidelines on management or the employee when discipline is warranted. The seriousness of the violation is also a factor in the penalty assessed.

Recognizing that professionalism is a key element to the job function, each employee is responsible for learning, understanding and abiding by the rules and discipline contained in this code.

## WELCOME ABOARD

The individuals who observe the principles outlined in the handbook should get along splendidly as an important and effective member of our team.

As chosen representatives of Transit Management of Denton County, let us strive as individuals and as an organization to make our service outstanding for courtesy and consideration to those whom it is our goal and pleasure to serve. For a Company – or an employee – to be successful, a basic understanding about the way that a Company does things must be present. A Company's character and identity comes from the way it approaches the marketplace – the basic principals, standards and objectives that we use to define who we are. A clear understanding of who we are is absolutely essential to long-term success.

Much personal satisfaction accrues if, at the end of each day, all of us can say, "That was a good job; well done!"

### **EQUAL OPPORTUNITY/ AFFIRMATIVE ACTION**

Transit Management of Denton County (TMDC) is committed to the concept of equal

opportunity in employment as a necessary element of the basic merit system principle and as a means of using and developing previously underutilized human resources. TMDC is committed to offer equal opportunity to all qualified employees and applicants for employment regarding race, national origin, age, gender, sexual orientation, creed or religious opinions or affiliations, veteran status or disabilities and will comply with applicable State or Federal Law. TMDC will take positive action and provide a fair system to ensure fulfillment of this policy in areas of recruitment, hiring, placement, promotion, transfer or demotion, and other terms, conditions and privileges of employment. Further, discriminatory harassment of employees, whether by managers or co-workers, will not be tolerated.

### **Immigration Law Compliance**

TMDC is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **Prohibition of Harassment**

Transit Management of Denton County is committed to maintaining an atmosphere that is free of conduct considered to be harassing or abusive. Any form of harassment is prohibited. Transit Management of Denton County recognizes that discrimination of any type undermines the integrity of the employment relationship between employer and employee. Discrimination is inconsistent with the philosophy of the company and with sound management practice.

Any individual, whether applicant or employee, who believes that he or she has been subjected to any form of harassment, should immediately notify his or her Direct Supervisor or the Human Resource representative, of the alleged complaint. In all cases, reasonable measures will be taken to protect the complaining employee from retaliatory, harassing or abusive behavior.

All complaints are taken seriously and will be investigated promptly. Conduct by any employee that results in discriminatory or harassment against other employee(s), of a sexual nature or any other form of harassment, is improper and will result in corrective disciplinary action, including possible termination.

Examples of prohibited sexual advances or harassment include, but are not limited to:

1. Any deliberate or repeated verbal comments, gestures or physical contact of a sexual nature that are unwelcome and which, when made by an employee, adversely affect the working conditions of another employee.
2. Implicit or explicit coercive sexual behavior used to control, influence or affect the career, salary or job of an employee.
3. Unwelcome or unwanted sexual advances:
4. Requests and demands for sexual favors;
5. Verbal abuse or kidding that is sexually oriented and considered unacceptable by another individual;
6. Engaging in any type of sexually oriented conduct that would unreasonably interfere with another's work performance; and
7. Creating a work environment that is intimidating, hostile, or offensive.

### **Nature of Employment**

Employment with TMDC is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, TMDC may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between TMDC and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at TMDC's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the General Manager of TMDC.

### **Employee Relations**

TMDC believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that TMDC amply demonstrates its commitment to employees by responding effectively to employee concerns.

For our employees Transit Management of Denton County will strive:

- To treat you as a professional and provide a climate of trust, respect, integrity and honesty;
- To ensure a safe working environment through the development of safety programs, driving training and well-maintained equipment and facilities;
- To encourage two-way communication between you and management;
- To communicate the standards of your job and the requirements of our customers;
- To provide you with fair and competitive compensation based on performance;
- To provide you with training to perform your job effectively;
- To recognize your need to maintain a balance of work, family, community and personal activities;
- To treat you as a valuable member of the Transit Management of Denton County team

As Professionals, our Employees Will Strive:

- To represent Transit Management of Denton County in a professional manner to the customer, the public and the transportation industry;
- To maintain the highest regard for safety;
- To provide our customers with consistent, high-quality service;
- To meet or exceed job standards and customer requirements;
- To maintain the highest standard of ethical and legal conduct and to encourage others in my profession to do the same;
- To properly care for all equipment;
- To take an active role in communicating ideas, issues and suggestions to management;
- To be a valuable member of the Transit Management of Denton County team.

**Business Ethics and Conduct**

The successful business operation and reputation of TMDC is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of TMDC is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to TMDC and its customers to act in a way that will merit the continued trust and confidence of the public.

TMDC will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your

immediate supervisor or with his or her supervisor. If necessary, the Human Resources department may also be consulted for advice.

Compliance with this policy of business ethics and conduct is the responsibility of every TMDC employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

### **Employee Medical Examinations**

To help ensure that employees can perform their duties safely, medical examinations will be required for certain job categories.

After an offer has been made to an applicant entering a designated job category, a medical examination will be performed at TMDC's expense by a health professional of TMDC's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam.

Prospective employees seeking positions which are safety sensitive by DOT standards are required to pass a Department of Transportation (DOT) pre-employment physical exam. TMDC will pay for the cost of this exam. If a conditional Medical Examination Certificate is issued by the company physician, the perspective employee will be required to pay for any subsequent examination costs necessary to obtain a non-conditional Medical Examination Certificate. Perspective employees may obtain a non-conditional DOT medical examination certificate from a physician of their choice. However, in this case, the perspective employee is responsible for examination costs.

Current employees may be required to take medical examinations to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at TMDC's expense. Employees will not be paid hourly wages while undergoing physicals.

Information on an employee's medical condition or history will be kept separate from another employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know. Employees may not operate revenue vehicles while Medical Examination Certificates are expired.

### **Conflicts of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which TMDC wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact Human Resources for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee can influence a decision that may result in a personal gain for that employee or for a relative as a result of TMDC's business dealings.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is like that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to a manager of TMDC as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which TMDC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration because of any transaction or business dealings involving TMDC.

### **Non-Disclosure**

The protection of confidential business information and trade secrets is vital to the interests and the success of TMDC. Such confidential information includes, but is not limited to, the following examples:

- \* Personnel files
- \* Specifications
- \* Proposals for vehicles, equipment, and the like
- \* Compensation data
- \* Computer programs and codes
- \* Financial information

Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment.

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

### **Disability Accommodation**

Transit Management of Denton County will meet the requirements within the Americans with Disabilities Act (ADA) as they pertain to employment.

TMDC will meet the obligations of the ADA for applicants for employment and current employees. Employees and employment applicants shall provide timely notice and documentation of their disability, and if known, the accommodation(s) requested.



TMDC will meet all obligations to offer and provide leave. The employee must be able to perform the essential functions of his/her position, with or without reasonable accommodation.

TMDC will NOT create vacant positions or offer reassignment to promotional positions or waive job qualifications or probation in the disability accommodation process.

Providing reasonable accommodation does NOT create an employment contract or term or limit the reasons for dissolution of the employment relationship. Reasonable accommodation does NOT constitute an express or implied contract, nor is it the basis for a private right of action.

### **Life-Threatening Illnesses in the Workplace**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. TMDC supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, TMDC will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs. (See Disability Accommodation for further clarification)

Medical information on individual employees is treated confidentially. TMDC will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact Human Resources for information and referral to appropriate services and resources.

### **Job Posting and Employee Referrals**

TMDC provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all regular, full-time job openings are posted, although TMDC reserves its discretionary right to not post a particular opening.

Job openings will be posted on the employee bulletin board and normally remain open for 14 days. Each job posting notice will include the dates of the posting period, job title, department, location, grade level, job summary, essential duties, and qualifications (required skills and abilities). Employees who have a written warning on file, or are on disciplinary probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

To apply for an open position, employees should apply to Human Resources listing job-related skills and accomplishments. It should also describe how their current experience with TMDC and prior work experience and/or education qualifies them for the position.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the organization.

TMDC also encourages employees to identify friends or acquaintances who are interested in employment opportunities and refer qualified outside applicants for posted jobs. Employees should obtain permission from the individual before making a referral, share their knowledge of the organization, and not make commitments or oral promises of employment.

An employee should submit the referral's completed application to Human Resources for a posted job. If the referral is interviewed, the referring employee will be notified of the initial interview and the final selection decision.

### **Employment Categories**

It is the intent of TMDC to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and TMDC.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. EXEMPT employees are usually salaried while NONEXEMPT employees can be salaried or non-salaried. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws, regardless of being salaried or not. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. EXEMPT employees may be required to work more than a forty-hour work week; if that is the case, they will not be monetarily compensated beyond their usual salary. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by TMDC management.

Examples of EXEMPT employment categories are management, supervisory and professional employees, while examples of NONEXEMPT employees are those in operations and clerical positions. For questions about a particular position's designation, contact Human Resources.

In addition to the above categories, each employee will belong to one other employment

category:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work 32 hours or more weekly. Generally, they are eligible for TMDC's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than the 32 hours weekly. Regular part-time employees' hours are not guaranteed. Regular part-time employees are eligible for some benefits, but not all benefits sponsored by TMDC, subject to the terms, conditions, and limitations of each benefit program.

PROBATIONARY employees are those whose performance is being evaluated to determine whether further employment in a specific position with TMDC is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. All employees will begin their employment with TMDC as a Probationary employee for a period of ninety (90) days. After the completion of their introductory period, all employees will be evaluated, and a determination will be made as to the continuance of employment. Operators begin the ninety (90) day introductory period after their initial training period.

### **Access to Personnel Files**

All employees, former employees, and representatives of employees may view certain contents of their personnel file with advance notice to Human Resources staff. documents that relate to the employee's qualifications for hire such as the application, promotion, disciplinary action, and transfer may be viewed. Additionally, the employee may review policy signoff forms and training records.

Documents that the representatives of employees may not review include: references or reference checks, medical records, documents related to a judicial proceeding, andy document that would violate the confidentiality of another employee.

An employee who wants to review contents of their personnel file should contact Human Resources with 24 hours notice. Former employees, or people unknown to the Human Resources staff, must present identification and / or proof of permission to access the personnel file.

Personnel files must be reviewed in the presence of a Human Resources staff person. No part of the personnel file may be removed from the office by the employee or their representative.

Photocopies of the file, or portions of the file, may be requested by the employee. Within reason, the Human Resources staff person will provide photocopies. For extensive copying, the employee will need to pay for the photocopies.

If the employee is unhappy with a document in his or her personnel file, in the presence of the Human Resources staff person, the employee may write an explanation or clarification and attach it to the disputed document.

### **Employment Reference Checks**

To ensure that individuals who join TMDC are well qualified and have a strong potential to be productive and successful, it is the policy of TMDC to check the employment references of all applicants.

Human Resources will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment and position(s) held. No other employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

### **Personnel Data Changes**

It is the responsibility of each employee to promptly notify TMDC of any changes in personnel data within forty-eight (48) hours of the change. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify Human Resources.

### **Probationary Period**

PROBATIONARY employees are those whose performance is being evaluated to determine whether further employment in a specific position with TMDC is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. All employees will begin their employment with TMDC as a Probationary employee for a period of ninety (90) days. After the completion of their introductory period, all employees will be evaluated, and a determination will be made as to the continuance of employment.

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. TMDC uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or TMDC may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

Upon satisfactory completion of the initial probationary period, employees enter the "regular" employment classification. Satisfactory completion is based on a performance evaluation with at least the rating of "meets standards".

During the initial introductory period, new employees are eligible for those benefits that

are required by law. After becoming regular employees, they may also be eligible for other TMDC-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Employees who are promoted or transferred within TMDC must complete a secondary introductory period of the same length with each reassignment to a new position. Benefits eligibility and employment status are not changed during the secondary introductory period that results from a promotion or transfer within TMDC.

In cases of promotions or transfers within TMDC, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary introductory period.

### **Performance Evaluation**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of an employee's initial period in any new position. This period, known as the probationary period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position.

Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The performance of all employees is generally evaluated according to an ongoing 12-month cycle, beginning at the calendar-year end. In addition to a performance appraisal being done at the conclusion of the introductory period, performance appraisals will also be conducted six months after an employee moves from part-time to full-time.

If an employee "Does Not Meet Standards" on his or her performance evaluation, that employee will be placed on a 90-day Improvement Plan. At the end of the 90-day Improvement Plan, the employee will be evaluated again in order to determine the employee's ability to perform the essential job elements of that position.

A supervisor will not evaluate the performance of a relative. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

### **Employment Applications**

TMDC relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with TMDC. Although advance notice is not required, TMDC requests at least 2 weeks written resignation notice from all employees. The paycheck for an employee who resigns will be prepared for the next scheduled payday.

### **Employee Responsibility**

All employees are subject to the rules, regulations and procedures contained in this Handbook. An employee who does not understand the meaning of a rule, operating procedure, special order or instruction must request assistance from a supervisor.

### **Customer Relations**

Employees must address all customers, including passengers, in a friendly tone. They must be helpful and considerate when giving information or calling streets. An employee must never embarrass a fellow employee or passenger by talking in a loud tone of voice or arguing. Maintaining cordial customer relations with each customer is expected of all employees.

### **Required Knowledge of Rules, Regulations and Procedures**

Employees must be familiar with the contents of this Handbook. Not knowing the rules, operating procedures, special orders or special instructions will not excuse negligence.

### **Special Orders and Instructions**

Special orders and instructions are issued periodically in bulletins, notices and memos or posting on designated bulletin boards; unless otherwise noted these bulletins and notices remain posted for 30 days. Defacement or unauthorized removal of any posted material is grounds for disciplinary action. Regulations and procedures posted are to be followed during the stated period that they are in effect.

Failure to obey a clear and direct oral or written instruction from supervisory staff may be considered insubordinate behavior.

### **Situations Not Covered By Defined Procedures**

Whenever situations arise that are not covered by defined procedures, employees must use their best judgment. Such instances include obstructions caused by serious accidents, hazardous conditions or emergencies. In these circumstances, the employee must report the situation to his/her supervisor immediately.

### **Employee Requirement to Meet Company Standards**

The Company has the right to establish and require tests and standards of performance as necessary to insure the safe and efficient performance of duty by employees. Employees must pass any examinations and tests selected by the Company to determine mental and physical fitness.

Testing includes, but is not limited to, the provisions of the US Department of Transportation (DOT) and TMDC's drug and alcohol policies.

### **Employee Responsibility for Issued Property**

Employees are personally responsible for all Company property issued to them. Issued property that is lost or stolen must be reported immediately to a supervisor. Damaged or lost articles may be charge to the employee upon replacement. When leaving TMDC's employ, or at the request of a supervisor, employees must immediately surrender all Company property in their possession. TMDC may choose to pursue collection of funds for any times not surrendered as required.

### **Employee Benefits**

Eligible employees at TMDC are provided a wide range of benefits. A number of the programs (such as Social Security and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs **may be** available to eligible employees. Due to the transition and start up of the TMDC service, not all benefits may be available. Employees should check to see which, if any, programs listed below are offered:

#### ***Full Time Employees***

Dental Insurance  
Holidays  
Jury Duty Leave  
Major Medical Insurance  
Vacation Benefits  
Family Leave of Absence  
Incentive Plan(s)

#### ***Part Time Employees***

Family Leave of Absence  
Incentive Plan(s)  
Military Leave  
  
Uniform  
United Way days  
Unpaid Leave

Military Leave  
Uniform  
United Way days  
Unpaid Leave  
Use of Services

Use of Services

### ***Management Staff Only***

Dental Insurance  
Holidays  
Jury Duty Leave  
Major Medical Insurance  
Vacation Benefits  
Family Leave of Absence  
Incentive Plan(s)  
Military Leave  
Uniform  
United Way days

Family Leave of Absence  
Incentive Plan(s)  
Military Leave  
Uniform  
United Way days  
Unpaid Leave  
Use of Services  
Unpaid Leave  
Use of Services  
Sick Leave Benefits

\*Some benefit programs require contributions from the employee.

### **Vacation Benefits**

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full-time employees.

Eligible employees will accrue .384 days (3.08 hours) per pay period. Eligible employees will accrue 10 vacation days during their first year of service. At the completion of their fifth year of service, eligible employees will accrue .577 days (4.62 hours) per pay period. After five years of eligible service the employee is entitled to fifteen vacation days per year.

Full-time employees, during the 90 day probationary period, will only accrue vacation hours. Vacation hours will not be available to use until completion of the Probationary period. If employment is terminated, either by the employer or the employee, during the Probationary period, vacation time is not paid.

Paid vacation pay will be calculated based on the employee's straight-time pay rate (as of the date of the vacation request) times the number of hours the employee would otherwise have worked on that day. Vacation hours requested in increments of less than eight (8) hours must have General Manager's approval. Employees must request advance approval from their supervisor for vacation. Any vacation requests must be in writing at least 72 hours in advance. Requests will be reviewed based on a number of factors, including business needs, staffing requirements, seniority and order of receipt.



Unused earned vacation accrual cannot exceed five days (40 hours) at the end of calendar year. Any earned vacation accrual over five days will be forfeited at the end of the fiscal year.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Upon termination of employment, employees will be paid for unused vacation time that has been earned.

### **Holidays**

TMDC will grant time off to full time employees on the holidays listed below:

- New Year's Day (January 1): Office closed No Bus service.
- Memorial Day: Office closed No Bus service.
- Independence Day: Office closed No Bus service.
- Labor Day: Office closed No Bus service.
- Thanksgiving Day: Office closed No Bus service.
- The day after Thanksgiving: **\*Office closed, Regular Bus service provided.**
- Christmas Day: Office closed No Bus service.

TMDC will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- \* Probationary full-time employees
- \* Regular full-time employees

In order for full-time employees to receive pay for the designated holidays, the following conditions must be satisfied:

1. The employee must be at work and on time on their scheduled days to work both before and after the holiday. On time means that personnel will not be more than five minutes late.
2. If the employee has been sick for three consecutive days with a legitimate reason, before any holiday, or the employee has been on approved vacation, the holiday will be paid.
3. If the employee arrives to work on time and becomes ill on duty, it will be the responsibility of that employee to prove the illness in order to receive holiday pay for the following day.

If a holiday falls on a Sunday, TMDC will close their offices on the following Monday (all transportation service will still be provided on that Monday). If a holiday falls on a Saturday, TMDC will close their offices on the preceding Friday (all transportation service will still be provided on Friday).

If a recognized holiday falls during an eligible employee's paid absence (such as vacation), holiday pay will be provided in addition to the paid time off benefit that applies, if requested by the employee.

If an employee wishes to use one of their United Way days off either the day before or after a holiday, they will only receive holiday pay if the employee gives their supervisor at least two-week notice prior to their United Way day. A supervisor has the right to turn down a United Way day request prior to a holiday if TMDC's operations will be affected by the employee's absence. All United Way days will be given on a first-come basis.

**\* If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday.**

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

### **Sick Leave Benefits**

#### **Providing Requested Doctor's Release**

Company policy requires employees to submit a doctor's release to work when absent three or more days. A supervisor may require an employee to submit a doctor's release following an absence of less than three days. The release must show the appointment date and the date the employee will return to work.

#### **Returning From Illness**

Employees returning from illness must notify their supervisor, in person or by telephone, before 2:00 p.m. the day before resuming duty. Employees may be required to obtain clearance from the Company's physician before returning to work.

#### **Paid Sick Leave**

TMDC provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

\* Management Staff

Eligible employees will accrue sick leave benefits at the rate of .192 day per pay period. Sick leave benefits are calculated on the basis of a pay period. Paid sick leave can be used in minimum increments of one day. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct manager before the scheduled start of their workday if possible. The direct manager must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as short-term disability. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance, injury benefit plan or TMDC-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Payment for 240 hours is the maximum benefit.

### **Bereavement Leave**

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Generally, in the event of the death of a spouse, or child of an employee, brother or sister, or the mother or father of the employee or their spouse; the employee will be given three days' leave of absence with pay for the purpose of attending the funeral and to attend to any other business. If the employee has to travel more than 350 miles they will be given additional time off without pay for two days. This can be extended with approval of the General Manager.

Paid bereavement leave will be provided to eligible employees in the following classification(s):

- \* Regular full-time employees
- \* Introductory full-time employees

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Unpaid and paid bereavement leave will be granted at the discretion of the General Manager on a case-by-case basis. Bereavement/funeral leave does not generally affect an employee's attendance incentive.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

### **Jury Duty**

TMDC encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to 2 weeks of paid jury duty leave over any 2-year period. Employees must show the jury duty summons to their supervisor as soon as it is received so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Either TMDC or the employee may request an excuse from jury duty if, in TMDC's judgment, the employee's absence would create serious operational difficulties.

Employee classifications that qualify for paid jury duty leave are:

- \* Regular full-time employees
- \* Introductory full-time employees

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

Full-time employees who receive jury duty compensation must indorse the check received for jury duty over to TMDC.

TMDC will continue to provide health insurance benefits for the full term of the jury duty absence, as long as the employee contributions are maintained. Jury Duty leave does not generally affect an employee's attendance incentive.

Vacation, sick leave, and holiday benefits will continue to accrue during unpaid jury duty leave.

### **Leave of Absence without Pay**

Upon written request, the General Manager may grant a leave of absence without pay. This leave shall not exceed 90 days. A leave of absence without pay may not be used to take time off that was unavailable through the vacation bid, nor can it be used to try different employment.

An employee granted a leave of absence must return to work on the date scheduled, or the employee's absence will be considered a voluntary resignation from the employee's job.

## **Health Insurance**

TMDC's health insurance plan provides employees and their dependents access to medical and dental benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan after they have been employed for ninety days: \* Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between TMDC and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Details of the health insurance plan and information on cost of coverage will be provided in advance of enrollment to eligible employees.

Contact Human Resources for more information about health insurance benefits.

## **Use of Services**

TMDC employees have certain privileges in regard to the services we offer. Employees and their families (dependents) can ride the Connect city fixed route for free. Access and Express are excluded from this benefit. Employees and the members of their families each need to acquire a TMDC ID. Upon termination of employment, the employee, as well as his or her dependents' ID cards must be returned to the Human Resources department, prior to receiving one's final paycheck.

## **Long Term Disability**

Effective January 1 2008, all full time employees (excluding operators) hired prior to January 1 2008 and working 32 or more hours per week are eligible for Long Term Disability (LTD) coverage on the effective date of this policy. A delayed effective date will apply if the employee is not actively at work on the date the insurance would otherwise take effect.

## **Short Term Disability**

Effective January 1 2008, all full time employees (excluding operators) hired prior to January 1 2008 and working 32 or more hours per week are eligible for Short Term Disability (STD) coverage on the effective date of this policy. A delayed effective date will apply if the employee is not actively at work on the date the insurance would otherwise take effect.

## **Family Medical Leave Act**

Your family and your work are both important responsibilities. Sometimes it is hard to find enough time for both obligations. The Federal Family and Medical Leave Act (FMLA) of 1993 allow employees to take an unpaid leave from their job for special family situations.

The FMLA allows eligible employees to take up to 12 weeks of unpaid leave in a 12-month period for:

- Birth, adoption or foster care placement of a child;
- A serious health condition that prevents the employee from doing the essential functions of his or her job;
- Caring for a child, spouse or parent with a serious health condition.

Employees are eligible if they have worked for that employer for:

- at least 12 months; AND
- at least 1,250 hours in the previous 12 months.

For more information about FMLA or other State Laws regarding Leave of Absence, refer to the information posted on the bulletin board or ask your supervisor.

FMLA will run concurrently with an employee's time off from work due to personal illness or injury, including injury on the job

### **Timekeeping**

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require TMDC to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. It is the employees' responsibility to review their time records to certify the accuracy of all time recorded.

### **Attendance and Punctuality**

To maintain a safe and productive work environment, TMDC expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on TMDC. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment. In addition, the lack of notifying one's supervisor or manager may lead to disciplinary action, up to and including termination of employment.

### **Paydays**

Employees are paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous two week payroll period. For pay purpose, each individual week pay period starts on Sunday and ends on Saturday.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

### **Employment Termination**

Resignation is a voluntary act initiated by the employee to terminate employment with TMDC. The paycheck for an employee who resigns will be prepared for the next scheduled payday.

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. TMDC will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to TMDC, or return of TMDC-owned property. Suggestions, complaints, and questions can also be voiced. A mailing address will be required from all employees terminating employment from TMDC. This will allow TMDC to mail out the end of the year W-2 to the former employee. At this time the final paycheck will be given to the terminating employee.

Since employment with TMDC is based on mutual consent, both the employee and TMDC have the right to terminate employment at will, with or without cause, at any time. Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance. If an employee resigns, his or her paycheck will be available on the next regularly scheduled payday.

If an employee is terminated, his or her paycheck will be prepared and available within six days.

### **Pay Advances**

TMDC does not provide pay advances on unearned wages to employees.

### **Administrative Pay Corrections**

TMDC takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled

payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Accounting Department so that corrections can be made as quickly as possible.

### **Pay Deductions and Setoffs**

The law requires that TMDC make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. TMDC also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." TMDC matches the amount of Social Security taxes paid by each employee.

TMDC offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by TMDC, usually to help pay off a debt or obligation to TMDC or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

### **Safety**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, TMDC has established a workplace safety program. This program is a top priority for TMDC. The Transit Supervisor in the Transportation department, and the Director of Human Resources in the Administrative department have the responsibility for implementing, administering, monitoring, and evaluating the safety program for their respective departments. Its success depends on the alertness and personal commitment of all.

TMDC provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.



Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations; may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor.

It is the responsibility of the employee to report any (off the job) personal moving violations to the company within 48 hours.

The procedure to follow in the event of on-the-job-injury or incident:

1. Report the matter immediately to the appropriate supervisor.
2. Complete an accident report in detail.
3. If it is necessary to go to the doctor, appropriate paperwork must be filled out in the office of Human Resources.
4. Go to the company-designated doctor or hospital.
5. Return all paperwork from the doctor to your supervisor and/or the office of Human Resources.
6. Do not return to work until fully released by the doctor or returned to modified duty.

For more detailed information regarding the Safety Rules & Regulations refer to the Employee Safety Handbook.

### **Work Schedules**

Work schedules for employees vary throughout our organization. Dispatch and/or Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

### **Smoking/Tobacco Use Policy**

Smoking is prohibited in all indoor and enclosed areas of buildings, facilities, and vehicles. Since the buildings, facilities, and vehicles that TMDC uses are DCTA owned, smoking is prohibited throughout the workplace. Smoking is prohibited within 25 feet of any company vehicle or building. This policy applies equally to all employees, customers, and visitors.

### **Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must

receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

### **Use of Equipment and Vehicles**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care,, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify your supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles can result in disciplinary action, up to and including termination of employment. Unsafe use includes, but is not limited to, an employee's possession of a valid Texas driver's license.

The use of the staff car or any other TMDC vehicle for any personal use is strictly prohibited.

### **Business Travel Expenses**

TMDC will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the General Manager, and an Authorization to Travel/Advance Request Form must be signed.

Employees whose travel plans have been approved should make all travel arrangements through the TMDC designated representative.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by TMDC.

Expenses that generally will be reimbursed include the following:

- Airfare for travel in coach or economy class or the lowest available fare.
- Car rental fees.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi fares.

- Mileage costs for use of personal cars.
- Cost of accommodations.
- Cost of meals, no more lavish than would be eaten at the employee's own expense. Meals will only be reimbursed with an overnight stay.
- Tips at the standard rate (usually 15%).
- Charges for telephone calls, fax, and similar services required for business purposes.
- Charges for one personal telephone call each day, not to exceed 10-15 minutes.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor.

Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to the General Manager when travel advances are needed (Authorization to Travel/Advance Request Form).

When travel is completed, employees should submit completed travel expense reports and the balance of their cash advances within 24 hours of their return. Reports should be accompanied by receipts for all individual expenses.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

### **Visitors in the Workplace**

To provide for the safety and security of employees and the facilities at TMDC, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter TMDC at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

Visitors will be allowed in the shop area only when escorted by an authorized TMDC employee.

If an unauthorized individual is observed on TMDC's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

## **Computers and E-mail Usage**

Computers, computer files, the e-mail system, and software furnished to employees are TMDC's property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization.

TMDC strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, TMDC prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

TMDC purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, TMDC does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. TMDC prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## **Internet Usage**

Internet access to global electronic information resources on the World Wide Web is provided by TMDC to assist employees in obtaining work-related data and technology and must be approved by an employee's Department Manager. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of TMDC and, as such, is subject to disclosure to law enforcement or other third parties.

Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person.

Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Abuse of the Internet access provided by TMDC in violation of law or TMDC policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous e-mail messages
- Engaging in any other illegal activities

### **Use of Telephones / Cell Phone Use Policy**

Personal use of the business telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse TMDC for any charges resulting from their personal use of the telephone.

To ensure effective telephone communications, employees should always speak in a courteous and professional manner. Phone calls should be returned in a timely manner. Please confirm information received from the caller, and hang up only after the caller has done so.

Any employee operating a company vehicle, are reminded that the use of cell phones while operating any DCTA vehicle is strictly prohibited. Employees shall not permit unnecessary conversation, or any action or condition of the mind, to divert their attention from the safe, careful, conscientious, and efficient performance of their duties. This includes while stopped for traffic signals and/or the use of "hands-free" speakers and headsets.

The use of such devices while operating DCTA vehicles is unnecessary and potentially dangerous, as your full attention must be focused on the safe operation of the vehicle at all times.

If you must use a cell phone for personal emergency or urgent calls, please do so only at layover locations once the vehicle is properly secured.

Personal cell phone use while on duty must be such that it does not interfere with work performance.

### **Workplace Violence Prevention**

TMDC is committed to preventing workplace violence and to maintaining a safe work environment.

Given the increasing violence in society in general, TMDC has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of TMDC without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

TMDC will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, TMDC may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

TMDC encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or Human Resources before the situation escalates into potential violence. TMDC is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

### **Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. The employee's portion of the premium(s) is due upon return from military duty.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will continue during the leave. Incentives will not be affected by military leave.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact your immediate supervisor or Human Resources for more information or questions about military leave.

### **Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, TMDC expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from workstation during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment



- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Violation of Drug and Alcohol policies

Employment with TMDC is at the mutual consent of TMDC and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

### **Personal Appearance**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image TMDC presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed or out-of-uniform will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

The administrative staff should wear, as a minimum, business casual wear. General guidelines would include a business casual shirt and if appropriate a tie, for men. For women, general guidelines would include slacks, conservative length of dresses and skirts, and pantyhose when dresses are worn. For both, shirts that are designed to be tucked-in should remain tucked. A DCTA shirt may be worn in lieu of the above-mentioned attire. For meetings with the public, business professional wear is required.

Examples of inappropriate dress include, but are not limited to:

1. An employee who is required to wear a uniform is found to be out-of-uniform.
2. Body jewelry other than traditional earrings, rings, and bracelets. This prohibition includes but is not limited to, nose rings, eyebrow rings, lip rings, and similar visible body jewelry.
3. Inappropriate "Casual Day" dress

Reasonable accommodations will be made for employees' religious beliefs consistent with the business necessity to present a conservative, professional appearance to the public. Supervisors and managers are responsible for interpreting and enforcing the dress code in their areas of responsibility. This includes counseling employees who are inappropriately dressed. Questions or complaints that cannot be handled to the employee's satisfaction by his or her supervisor or manager should be taken to Human Resources.

## **Casual Days**

The following information is intended to serve as a guide to help define appropriate casual wear for all employees who are not required to wear a uniform during designated casual days at TMDC. Each Friday will be a designated casual day.

Our primary objective is to have employees project a professional image while taking advantage of more casual and relaxed fashions. Casual dress offers a welcome alternative to the formality of typical business attire.

However, not all casual clothing is appropriate for the office. Casual wear means clean and neat clothing. It is never appropriate to wear stained, wrinkled, frayed, or revealing clothing to the workplace. If you are considering wearing something and you are not sure if it is acceptable, choose something else or inquire first.

Listed below is a general overview of acceptable casual wear as well as a listing of some of the more common items that are not appropriate for the office. Obviously, neither group is intended to be all inclusive. Rather, these items should help set the general parameters for proper casual wear and allow you to make intelligent judgments about items that are not specifically addressed.

Examples of acceptable casual wear include:

- \* Jeans
- \* Casual dresses and skirts
- \* Casual shirts and blouses
- \* Golf shirts
- \* Turtlenecks
- \* Sweaters
- \* Loafers
- \* Deck shoes
- \* Boots
- \* Flats
- \* Dress sandals

Examples of inappropriate clothing items that should not be worn on casual days include:

- \* Items excessively worn or faded
- \* Sweatpants
- \* Warm-up or jogging suits and pants
- \* shorts, unless as a designated uniform item
- \* T-shirts
- \* T-shirts or sweatshirts with offensive messages or images
- \* halter tops
- \* Visible undergarments
- \* Slippers

For some, traditional business attire may simply remain a more favored option on casual days. The choice will be yours. We hope and fully expect that casual days will help make our workplace more enjoyable and productive.

If an employee has a meeting with the public on Casual Day, appropriate business professional attire should be worn.

### **Items with Political or Social Messages**

Items having political or social messages may not be worn or displayed on personal, TMDC or DCTA equipment without prior approval by the General Manager.

### **Solicitation**

In an effort to ensure a productive and harmonious work environment, persons not employed by TMDC may not solicit or distribute literature in the workplace at any time for any purpose.

TMDC recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.) Outside solicitation is prohibited.

Posting of written solicitations on company bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- \* Employee announcements
- \* Internal memoranda
- \* Job openings
- \* Organization announcements
- \* Payday notice
- \* Workers' compensation insurance information
- \* Unemployment insurance information

If employees have a message of interest to the workplace, they may submit it to the General Manager for approval. All approved messages will be posted by the General Manager.

### **Progressive Discipline**

The purpose of this policy is to state TMDC's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

TMDC's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with TMDC is based on mutual consent and both the employee and TMDC have the right to terminate employment at will, with or without cause or advance notice, TMDC may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- **verbal warning, written warning, suspension with or without pay, or termination of employment** -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

TMDC recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and TMDC.

In addition to the four steps listed above, a "90-day Improvement Plan" may be used in order for an employee to improve his or her performance on his or her essential job elements. The 90-day Improvement Plan will also be utilized when an employee receives a "Does Not Meet Standards" on a performance evaluation.

### **Redress Procedure**

When people work together in an organization, misunderstandings, mistakes, complaints about conditions, and question about policies and practices sometimes give rise to employee dissatisfactions. Some may seem important, some unimportant; however, in all cases, we would like to have the opportunity to seek out the most fair and equitable solution. We can only do so if we are aware a situation exists. So, if you have complaints, tell us about them. It will help both you and us in the long run. You can discuss them professionally, frankly and without fear. The following procedure has been set up to insure prompt handling when a complaint arises.

1. First, discuss the problem with your immediate supervisor. Your supervisor will investigate the facts of the matter and give you an answer, normally within a period of three working days. If you feel the answer you were given fails to clear up the issue, contact the Director of Operations or the General Manager.
2. The Director of Transportation or General Manager may also need time to investigate your situation. After you have discussed your situation with the Director of Operations or General Manager, you will be given an answer as soon as possible. All information gathered during the investigation is confidential, and is dealt with on a need-to-know basis.

If at any stage of this procedure you feel you need help, the Human Resources representative is available to consult with you. If you wish to have another employee present at any stage, you are free to do so.

### **Drug and Alcohol Policy**

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Administration of the policy is located in a separate Drug and Alcohol Policy document.

### **Hazard Communication Program**

TMDC has taken the following steps in order to implement and effectively manage its Hazard Communication Program.

General Implementation Outline:

- Designate a company "Hazard Communication" Coordinator with responsibility for overall management of the Hazard Communication Program.
- Develop and maintain an up-to-date chemical inventory.
- Request copies of Material Safety Data Sheets (MSDS) from manufacturers and suppliers.
- Collect and distribute MSDS to all appropriate work areas.
- Institute a labeling system for containers or materials that require additional labels.
- Develop and implement an employee-training program to include classroom instruction with appropriate training materials and documentation.
- Set up a periodic review process to maintain an up-to-date inventory of hazardous chemicals.

### **PURPOSE**

One of the major goals of the Occupational Safety and Health Administration (OSHA) is to regulate industries to promote safe work practices in an effort to minimize the incidence of chemically-related employee illnesses and injuries. Relative to this goal, OSHA has enacted the Hazard Communication Standard, codified as 29 CFR

1910.1200. The purpose of the Hazard Communication Standard is to establish uniform workplace requirements for the communication of hazards and hazardous chemical information to all potentially-exposed employees.

TMDC has implemented this written Hazard Communication Program to meet the letter and intent of the OSHA Hazard Communication Standard. The objective of this written program is to effectively disseminate pertinent data on the safe handling of hazardous chemicals in the workplace. In addition, the program will inform all appropriate personnel and outline their rights and responsibilities under the OSHA Hazard Communication Standard. This program will be available upon request to all employees and their designated representatives.

### **Procedures for Robberies, Disturbances, Altercations, Observing Suspicious Characters**

TMDC policy regarding robberies is for the employee to offer little or no resistance, to remain calm, alert and observant. When it is safe, the employee should attempt to obtain a description of the assailant, any accomplices and the method of operation.

Dispatch or a supervisor should be contacted for instructions, on the radio or the nearest telephone, when it is safe to do so. When police or supervisors respond, the employee should provide them with complete information.

When suspicious persons are observed loitering around the yard, bus stops or park and ride lots, employees should contact their supervisor or Dispatch. If suspicious persons are observed near parked vehicles, the license number, the make and color of the vehicle should be obtained before contacting a supervisor or Dispatch.

### **Authorized Persons to Drive Client or DCTA Vehicles**

An employee assigned to a vehicle must not allow another person to operate the vehicle unless authorized by supervisory personnel. When in doubt, obtain instructions from a supervisor or Dispatch.

### **General Company Rules and Personal Conduct**

TMDC has itemized certain acts of unreasonable conduct that may be cause for disciplinary action up to and including discharge. The very nature of our business – serving the public – requires that we perform with the utmost integrity.

The following represents some, but not all, of the types of conduct violations that shall be cause for immediate discharge.

1. Unauthorized stops leaving the bus unattended or unsecured with passengers on board.
2. Falsification of employment application or other Company reports
3. Dishonesty or theft or misappropriation of Company property.

4. Immoral, illegal or indecent conduct.
5. Unauthorized use of Company vehicles.
6. Possession, use or sale of any intoxicating beverage, controlled substance or firearm on Company property, while in the possession of a Company vehicle or on duty.
7. Reporting to work under the influence of an intoxicant, narcotic or drug or refusal to take any drug test or breathe test when required.
8. Repeated violations that result in suspension and/or discharge.
9. Failure to stop at railroad crossings when required by law and according to company policy and procedure.
10. Physical or verbal abuse and/or inappropriate touching of a passenger or fellow employee.
11. Fighting while on duty, on TMDC property or in uniform.
12. Violation of TMDC drug and alcohol Policy.

The following represents some, but not all conduct that shall result in the suspension of the employee, and depending on its severity may be cause for discharge.

1. Excessive tardiness or late starting work after on the clock.
2. Negligent damage to equipment.
3. Insubordination; failure to follow instructions; defiance of instructions.
4. Failure to observe safety, sanitation, disciplinary policies or laws and regulations of the State, or Company.
5. Deviation from assigned routes or work assignments unless approved by management.
6. Failure to immediately report an accident or safety-related passenger incident, and/or failure to immediately, or as directed by a supervisor, fill out an accident/incident report.
7. Failure to report a moving violation, a citation and/or a conviction.
8. Poor work habits including loafing, wasting time, loitering excessive visiting, sleeping on the job or disorderly conduct or improper use of the two-way radios.

9. Smoking on a Company vehicle, in a public waiting area and/or at all times while at or near fuel tanks and pumps. Chewing tobacco and snuff while on duty.

### **Operating a Company Owned or Controlled Vehicle While Ill or Fatigued**

Employees must not operate a transit vehicle when their ability and alertness is impaired because of fatigue, illness or any other cause to create a safety hazard.

## **DRIVING RECORDS AND CRIMINAL RECORDS/PROGRESSIVE DISCIPLINE**

### **Employee Responsibility**

Employees whose job requires them to have a valid Commercial Driver's License (CDL) fall under the same guidelines as Operators. NOTE: The term "operator" also pertains to employees whose job requires a valid CDL, are responsible for notifying their supervisor of any of the following events, within the time frame stated:

DUI/DWI Arrest: If an operator is arrested and formally charged with Driving While Intoxicated or Driving Under the Influence, or having excessive blood alcohol content (0.02 or higher), the operator must provide notification (written) of the event to his or her supervisor prior to the operator's next job shift. If the arrest stems from an on-the-job occurrence, the operator must report the situation to his or her supervisor immediately.

NOTE: Transit Management of Denton County policy regarding employee reporting of DUI/DWI related convictions is discussed below

- Moving Violation Conviction: if the operator is convicted of a moving violation in any vehicle (Company, private or other), on or off the job, the operator must report the conviction to his or her supervisor within (7) calendar days after the date of the conviction.
- Accident: If the operator is involved in any accident (preventable or non-preventable) in any vehicle, on or off the job, he or she must report the accident to his or her supervisor. If the accident occurred on the job or while driving a Company vehicle, the accident must be reported immediately. If the accident occurred off the job, the accident must be reported prior to the operator's next job shift.
- Incident: If the operator is involved in an incident (preventable or non-preventable) while driving a Company vehicle, he or she must report the incident immediately to his or her supervisor.
- An employee, who fails to notify the Company of any of the above occurrences within the time frame indicated, will be subject to disciplinary action, which may include termination.



## **Policy – DUI/DWI**

An operator arrested and formally charged with any of the offenses listed below will be placed on administrative suspension without pay until the case is resolved. An acquittal or dismissal of the charge will result in reinstatement to active driving status. A conviction will result in immediate termination:

- driving while intoxicated
- driving under the influence
- having excessive blood alcohol content
- any other driving violation relating to drugs or alcohol

A conviction, for purposes of this procedure, includes a finding of guilty by a judge or jury, a plea of *nolo contendere*, no contest or plea of guilty.

## **Commercial Drivers License Regulations**

The requirements for commercial vehicles are listed as follows:

You must notify your employer before the end of the business day following the day you receive notice of the action, if your license is suspended, revoked, or canceled or if you are disqualified from operating a commercial vehicle.

You must notify your employer of all traffic convictions. This includes those in your private automobile as well as a commercial vehicle. Notification must be in writing within thirty days of the conviction.

Under CDL requirements you must notify the Department of License of all out-of-state traffic convictions. Notification must be in writing within 30 days of the conviction.

In addition to TMDC's policies concerning motor vehicle violations, a CDL holder may be legally disqualified or lose their commercial driver's license, for certain convictions. For example, CDL rules state that you will be legally disqualified:

- If convicted of two serious traffic violations within three years, you may lose your license for 60 days. A third conviction within three years results in 120-day disqualification
- A driver is disqualified for one year for a first-time conviction of the following offenses while operating a commercial vehicle:
  - \*excessive speed (15 MPH over posted limit);
  - \*Reckless driving;
  - \*negligent driving;
  - \*Improper lane changes;
  - \*Driving under the influence of alcohol or any drugs;

- \*Driving with an alcohol concentration of .04 or more;
- \*Leaving the scene of an accident;
- \*Using a commercial vehicle in the commission of a felony; or
- \*Refusing to take a blood alcohol test.

- If convicted of any of the above listed offenses while operating a vehicle placarded for hazardous materials, the disqualification is increased to three years (from the one year suspension). A second conviction of the above offense may result in disqualification for life. The second conviction may be for the same or a different offense.
- Using a commercial vehicle in the making, selling or distribution of drugs will result in disqualification for life.

Depending on the severity of the violation, an operator may be subject to disciplinary action regardless of the operator's previous driving record.

### **Non Commercial Drivers License Policy**

Employees assigned to driving duties ("drivers") must at all times meet the following criteria:

- Drivers must have a current, valid State of Texas driver's license., and
- Drivers must maintain a clean driving record, i.e., must remain insurable under our company's liability insurance policy.

Any employee driving a Company vehicle or driving on Company business must observe all safety, traffic, and criminal laws of this state. No driver may consume alcohol or illegal drugs while driving a Company vehicle, while on Company business, while in a Company vehicle, or prior to the employee's shift if such consumption would result in a detectable amount of alcohol or illegal drugs being present in the employee's system while on duty. In addition, no driver may consume or use any substance, regardless of legality or prescription status, if by so doing, the driver's ability to safely operate a motor vehicle and carry out other work-related duties would be impaired or diminished. No driver may pick up or transport non-employees while in a Company vehicle or on Company business, unless there is a work-related need to do so. Any illegal, dangerous, or other conduct while driving that would tend to place the lives or property of others at risk is prohibited.

Parking tickets received while operating DCTA owned vehicles will be the responsibility of the operator.

### **Railroad Crossings – (Bus Operations Only)**

The last 100 feet before a railroad crossing are to be approached at a controlled rate of speed not to exceed 15 miles per hour with four-way flashers on. When approaching any railroad crossing the Operator shall bring the bus to a complete stop in the right-hand or curb lane traffic. The Operator must be able to see the tracks clearly in both

directions. Such stops will be made within 50 feet and not less than 15 feet from the nearest rail of the crossing. The Operator shall not drive over the crossing until he or she has opened the driver's window and passenger front door and looked both directions along the track for the approach of any train.

If gates protect the crossing, the stop must be made at a location that will not interfere with the crossing gates when they are lowered. The Operator must not go through, around or under any lowered railroad-crossing gate. The Operator must not raise, or attempt to raise, a railroad crossing gate for any reason.

Exception to the complete stop requirement is allowed when the crossing is protected by a police officer or railroad personnel who are on duty directing traffic.

In the event that a bus becomes stalled on the tracks, the Operator shall immediately request and assist passengers to alight to a place of safety. The Operator will then notify Dispatch to call the railroad and make every reasonable effort, under the existing conditions, to stop trains approaching from either direction.

### **Mechanical Breakdown**

During mechanical breakdowns, it is a requirement to immediately report the problem, location, direction and bus number to Dispatch and/or Maintenance personnel. Once reported, instructions from Dispatch are to be followed exactly and the vehicle must remain at the reported location unless directed otherwise. If applicable, emergency transfers should be issued to passengers.

Safety markers are to be placed in areas according to DOT standards. (10ft, 100 ft, 10ft)  
High Visibility vests are to be worn at all times while the operator is off the bus

### **Approaching Deep Water**

Operators of must use caution when approaching deep water. Buses may not be operated through water over ten inches deep or above the axle.

### **Pedestrians**

Vehicles must always yield to pedestrians. In the event that the pedestrian signals the Operator to proceed, the Operator is not to proceed but to remain standing until the pedestrian is in the clear. Operators may not give hand signals to pedestrians or to other users of the street indicating that they may proceed.

### **Stopping for School Bus**

Operators of any vehicle must not pass a school bus from either direction when children are boarding or alighting or the school bus flasher lights are engaged. All vehicles are required to stop and wait for the school bus lights to stop flashing before proceeding. This procedure must be followed unless the roadway is divided and the school bus is stopped on the other side of the divider, or an intersection is controlled by a traffic officer or an official traffic signal.

### **Funeral Processions**

It is unlawful to drive through, or otherwise interrupt a funeral procession.

### **Fire Hoses**

It is unlawful and dangerous to drive over a fire hose unless it is covered by a hose bridge or directed by police or fire personnel.

### **Lost and Found Articles**

Articles found on the street, in the buses, or on company property must be turned in promptly. It is preferable that they be turned in on the day found, unless otherwise instructed. Turn over lost items to Dispatch upon return to the yard.

Make no attempt by telephone or in person to contact the person whose property may have been found. Dispatch is responsible for contacting individuals for the purpose of returning lost articles.

## **VEHICLE ACCIDENTS AND INCIDENTS**

### **Reporting Accidents**

All accidents, possible claims of accidents, damage to equipment, injury and possible injury must be reported on an accident form. Unless physically disabled due to accident injury, a complete and accurate accident form must be submitted on the day of occurrence within one hour after completion of shift. Operators may be paid up to 30 minutes to complete a report.

All accidents must be reported to Dispatch immediately. Employees who fail to immediately report an accident may be subject to disciplinary action up to and including discharge.

Operators should, when requested, provide transit supervisory personnel any additional accident information immediately upon request. Operators must not make any statements to anyone except the police and/or company officials.

Operators must use an Incident Report to note equipment defect(s) that may have contributed to an accident. This information must also be reported on the Vehicle Inspection Report or the Accident Report form.

### **Reporting Incidents and Graffiti**

All non-bus related incidents and occurrences out of the norm are to be reported to Dispatch upon return to the yard. The following are examples of incidents that must be reported:

- Broken or cracked windows from unknown causes
- Cut seats
- Insufficient or excessive running time
- Overloads
- Etc.

Incidents such as, delays, passing up passengers, removal of passenger(s), are to be reported to Dispatch immediately.

At the end of each line, Operators are required to do a walk-through and check the bus for trash and lost articles. Operators must also check the bus for damage, including graffiti. Graffiti is an act of vandalism that damages the bus. An Operator's failure to report damage to the bus will be handled through normal disciplinary procedures. If damage is found, reporting to Dispatch is to be carried out in one of the following two ways:

1. Serious damage must be reported to Dispatch by radio as soon as possible. Give dispatch an estimated time and location where the damage occurred. If the radio is not working, use the nearest telephone to contact Dispatch when the schedule allows.
2. Minor damage must be reported on the Vehicle Inspection Report. The report must include the estimated time the incident occurred, estimated location, and the area of the bus that was damaged.

### **Required Witness Report**

Operators must complete an incident report when they witness an accident, even though their vehicle is not involved. The report must be submitted upon return to the yard.

### **Requests for Assistance**

Requests for police assistance, ambulance service, or for any help must be made through Dispatch. In an emergency, Operators may request assistance of police when the request can be made personally to officers conveniently located. Dispatch must be notified immediately.

### **At Scene of Accident**

The following procedure is to be observed at the scene of accidents:

- Note the time and exact location.
- Determine if there are passenger injuries by asking, "Are you alright?" or "Is anyone injured?" In case of injuries, protect the injured party but do not attempt to move them. Do not volunteer ambulance service or ask if an ambulance is needed unless it is obvious that such service is necessary. However, if the injured person requests an ambulance on his/her own initiative, the request must

be granted immediately by calling Dispatch, who will summon the ambulance. If an ambulance is called, note the time of arrival, name of ambulance service, and the unit number. Note the badge number of any police officer at the accident scene.

- Protect the scene and prevent further injuries by placing reflective markers.
- If the accident involves another vehicle, obtain the name and address of Operator, owner and other occupants of the vehicle involved. Note the Operator's license number and insurance company.
- Obtain the make, color, model and year of the vehicle, the license number and state, extent of damage
- Pass out Courtesy Cards to bystanders and other persons who may have seen the accident. Write "non-passenger" on the cards given to bystanders.
- Make note of the number of passengers on board and distribute courtesy Cards. Use the seating chart located in the accident kit to indicate the location of each passenger. Use names on the seating chart to indicate which passenger was seated in which location.
- Call or radio Dispatch for further instruction.

### **Providing Identification at Scene of Accident**

At the time of the accident, the Operator should supply the following identification to the other party involved:

1. Name
2. Company and division
3. Vehicle number

If required, the Operator is to show his/her license to allow the other party to take any pertinent information. Whenever a law enforcement officer requests any of the above information, including employee's home address, it is to be given.

### **Assistance at Scene of Accident**

In an accident, properly identified TMDC employees should render all possible assistance to the Operator involved.

When personal injury is evident, the vehicle must not be moved until Dispatch is notified. The Operator must follow order issued by authorized supervisory personnel or a police officer.

### **Striking an Unattended Vehicle**

The Operator of any bus that collides with any unattended vehicle shall immediately notify Dispatch and await a supervisor to arrive at the scene. Every effort must be made to locate and notify the owner or driver of such vehicle and provide the Operator's name and the name, phone number and address of the Operations Facility. Or, if the owner of the vehicle cannot be located, leave in a conspicuous place on the unattended vehicle a written notice giving the name of the operator and the name, phone number and addresses of the Operations Facility.

### **Requests for Information about an Accident**

No information about an accident is to be discussed with anyone without first receiving permission from the Safety Manager. All requests for such information and receipt of a subpoena or summons are to be reported to the Safety Manger immediately.

### **Confidential Information**

The mechanical condition of equipment is not to be discussed with anyone other than transit supervisory personnel and the mechanics who are repairing the equipment. Information regarding mechanical condition is to be considered confidential and is not to be discussed within hearing of bystanders or passengers.

### **Accident or Incident While On Duty**

Any accident or incident that occurs while an employee is on duty will be investigated to determine preventability on non-preventability. Accidents include all instances in which a vehicle was damaged, leaves the traveled roadway, a passenger is injured or an employee is injured. Failure to properly secure the wheelchair passenger prior to proceeding on route is considered a critical issue. The goal of the investigation will be to prevent future accidents/incidents. The operator's contribution to the cause of the accident will be considered in disciplinary action, up to and including discharge.

### **Preventable Accidents**

Operators may be subject to progressive disciplinary action for preventable/chargeable accidents. Criteria used in deciding preventability are based on guidelines established by the National Safety Council in its article, "Determining Operator Responsibility for Accidents." Decisions are made following a review of the Operator's report, police report, insurance claim report and all other available information including:

1. Exact time and place of the accident
2. Point of impact
3. Distance and path vehicle(s) traveled before and after the accident
4. Estimated speed(s) of the vehicle(s)
5. Condition of vehicle(s)
6. Personal information about Operator(s)
7. Damage to vehicle(s) involved
8. Number and extent of injuries
9. Estimated cost of accident
10. Primary cause of accident
11. Secondary cause of accident

## **VEHICLE OPERATION**

**(Where the word “operator” appears, it is understood to be any TMDC employee operating any DCTA or Client vehicle)**

### **Safe Operation of Public Vehicles**

The key of safe operation of public vehicles is the proper maintenance and treatment of equipment. Proper operation of the bus will provide the public safe and reliable service.

### **Checking and Reporting Pre-Existing Damage to Equipment**

The Vehicle Inspection Report must be completed accurately. Any items found defective during vehicle inspection are to be reported in the Defects section on this card. Items requiring maintenance attention are to be marked on Vehicle Inspection Report.

Any defect that would put a vehicle out of service must be reported to Dispatch immediately and the vehicle must not be operated until authorized by Dispatch. Items which would put a vehicle out of service until repairs can be made are:

- Service Brakes
- Parking Brakes
- Steering Mechanism
- Lighting devices (headlights, tail lights, flashers, turn signals)
- Tires (bald, cut, etc.)
- Horn
- Windshield Wipers
- Mirrors
- Wheels and Rims (bent or broken)
- Emergency equipment (fire extinguisher, triangles)
- Wheelchair lift
- Defroster
- Seatbelt
- Air Pressure

Dispatch must be notified of any interior or exterior damage not previously reported, before pulling the vehicle out of the yard. Damage must be reported on the Vehicle Inspection Report, both pre-existing and any that occurs during the shift.

When relieved another operator of a vehicle, the relief operator must be informed of all defects. Defects that occur during operation must be reported on the Defect Card. In the event the defective item is an item which would put the vehicle out of service, Dispatch must be immediately informed.

### **Tampering With DCTA Vehicles**

Operators must not tamper or alter normal settings of equipment such as steering wheels, heat and cold valves (those which require maintenance adjustment), retarders, governors, wheel chair securement devices or doors, fare boxes and door



mechanisms. Operators must not adjust or alter the normal position or operation of any part of DCTA equipment.

Unauthorized attachment of hooks, clips or wires or any other foreign object to vehicles is prohibited. Employees found doing so may be subject to disciplinary action up to and including discharge. When found, an operator must report that information on the Vehicle Inspection Report stating the conditions in detail.

### **Displaying Proper Destination Signs**

Whenever buses are operating in non-revenue service "Out of Service" head sign must be displayed.

### **Starting Engines**

Before starting the bus, check to ensure that the gearshift selector is in the neutral position and the parking brake is set. When starting the engine and building air pressure, operators must not accelerate the engine more than one-third throttle.

### **Air Pressure**

Air pressure must be built to 90 psi before the bus is moved. If the air pressure fails to build to the required pressure, Dispatch is to be notified immediately.

### **Testing Service Brakes and Parking Brakes**

When operating vehicles equipped with air breaks, operators must complete an air break test. An Air Break Test consists of service and parking brake test as well as static break test and air leakage test. Air Break Tests must be performed before assuming responsibility for any air break equipped vehicle. Soft and defective brakes are to be reported to Dispatch immediately. Except in an emergency caused by failure of foot brakes, the Operator must bring the bus to a complete stop before setting the parking brakes.

### **Testing and Use of Lights**

Headlights, clearance lamps and taillights are to be used at all times. All interior lights in the passenger seating area must be turned on after sunset. Commuter buses equipped with reading lights need only have one or the other lit during in-service use. It is not necessary to use interior lights during pullout, pull-in and deadhead trips.

All light circuits are to be tested one hour before sunset to allow time for replacement before use of lights is required. High beam headlights are not to be used when following a vehicle at a distance of less than 300 feet. They are not to be used when approaching an oncoming vehicle at a distance of less than 500 feet. During daylight hours, high beam headlights are to be used only in an emergency.

### **Tire Care**

Buses must be operated so that tires do not strike the curb, sharp or large objects, or any other object that could damage the tires. If tire damage occurs by striking an object, the Operator must note it on the Vehicle Inspection Report.

The Dispatcher is to be notified immediately whenever low air pressure occurs in the tires of any vehicle.

### **Driving Within the Yard**

Employees must be alert and aware whenever they are maneuvering equipment within the yard. Employees may not exceed the limit of 15 miles per hour on the facility roadway and 5 miles per hour in parking area when operating any vehicle in the yard.

### **Backing**

Buses must not be backed unless there is no alternative. If backing is necessary, operators must make certain that the movement can be made safely. Employees must use extreme caution when backing a vehicle. If possible, another employee should be asked to monitor the rear of the bus during the back-up movement.

### **Parking**

Parking is permitted only in authorized spaces. Parking in any other location within the yard is prohibited.

### **Clean Vehicles**

It is the responsibility of the operator to make certain the interior of the bus is clean before pulling out. Operators must keep the interior of any DCTA vehicle free of trash at all times. If the vehicle becomes soiled to the point where it could cause damage to the clothing or discomfort to passengers or operators, notify Dispatch. Buses must be cleaned; those operating a DCTA vehicle must remove trash and excessive debris when the vehicle is returned to the yard.

### **Using Controls Smoothly and Efficiently**

The controls of vehicles must be handled in a smooth and efficient manner at all times. This includes proper acceleration and proper application of the brakes, both of which are essential to safe and desirable operation. Under no circumstance is any door control permitted to be engaged for braking purposes.

### **Gauges**

Operators must monitor and observe all gauges and indicator lights at frequent intervals to be certain that they are functioning properly. It is prohibited for gauges and indicator lights to be obstructed from view in any way or at any time.

The air gauge is to be observed periodically to make certain that sufficient air pressure is maintained to operate the air brakes.

### **“Under Control” Operation of A Vehicle**

A vehicle that is operated “Under Control” is one that can be stopped safely, with normal application of the brakes, within on-half the distance to any point of danger. Operators must be able to control the speed and direction of their vehicles, at all times. The operator of a vehicle that is not “Under Control” will be considered a “reckless operator.” Reckless operation of a vehicle may jeopardize a Commercial Operator’s license and job.

While a vehicle is in motion, operators must drive with both hands on the wheel. Operators may not conduct any transaction that would require the removal of both hands from the steering wheel. Further, operators may not engage in any activity that could in any way interfere with the proper observation of traffic or the safe operation of the vehicle.

All mirrors must be properly adjusted at all times.

### **Following Distance**

Before moving a vehicle, the vehicle ahead must be allowed to move forward at least 15 feet. Once a vehicle is underway, sufficient distance must be kept between the operator’s vehicle and the vehicle ahead to allow for a normal stop rather than an emergency stop. “Tailgating” is prohibited. The minimum distance between the bus and other vehicles, when stopped is 10 feet.

Operators must use extreme caution when driving in busy areas. The speed of the vehicle should be governed to avoid unnecessary use of the brakes. Operators must avoid unnecessary or “rough” stops-and-starts.

### **Speed/Speed Limit**

Operators must drive at a safe and careful speed. A vehicle must not be operated in a way that would endanger the safety of persons or property. It is prohibited to operate a vehicle at a speed great than the legal or restricted speed limit.

### **Turns**

When making a right or left turn, the speed of the bus may not exceed 5 miles per hour. When making a right turn, the bus must be positioned so that no other moving vehicle can operate between the right side of the bus and the curb.

### **Curves and Dips**

Speed must be reduced sufficiently to avoid damage to equipment when driving through curves and dips in the roadway.

### **Traffic Signals**

All vehicles must approach intersections governed by traffic signals at a rate of speed that permits the vehicle to come to a stop with normal application of the brakes. The bus should be stopped before the crosswalk.

Vehicles waiting at a signal are not to start until the signal turns green. Operators must not enter an intersection on an amber "caution" light. Buses stopped behind the limit line or crosswalk may not leave that position until the light turns green.

### **Intersections**

An operator must not enter an intersection if the bus will be unable to clear it before the signal changes.

### **Emergency Buzzer/Check/Stop/Engine Lights**

If the check engine light or stop engine light is activated, or a buzzer sounds, the bus is to be driven as soon as possible, to the next available safe location. The operator is to immediately advise Dispatch or Maintenance of the trouble and wait for instructions.

### **Pushing and Towing**

Pushing and towing of a DCTA bus by any vehicle is forbidden unless authorized by maintenance personnel. Passengers must be requested to exit the vehicle before it is pushed or towed.

### **Road Calls**

Before a mechanic attempts to repair a disabled vehicle, the operator must place the shift lever in neutral and set the hand or air-operated brake. No attempt to manipulate the controls of a disabled vehicle is to be made unless specifically directed by the mechanic performing the work.

Operators are to make every possible effort to identify mechanical problems before departure in order to reduce and /or prevent unnecessary road calls.

### **Carrying or Displaying a Weapon on DCTA Property and/or Vehicles**

It is prohibited for employees to carry or display weapons on DCTA owned or leased property and/or DCTA or contracted vehicles. Carrying or displaying a weapon while on DCTA or leased property will lead to disciplinary action up to and including discharge.

### **Theft (Employee)**

TMDC has a zero tolerance policy as regards to stealing.

### **Outside Employment**

Employment with TMDC will take precedence over any other employment. If a conflict occurs between an employee's employment with DCTA, the employee will be required to terminate one job or the other.

### **Duty to Protect DCTA and Client Property**

It is the duty of every employee to protect DCTA and client property. Acts of vandalism must be reported. Employees must properly store equipment at outside locations. Employees must exercise care in the operation and use of DCTA and client equipment. All incidents involving damage to DCTA or client property must be reported to a supervisor.

## **RADIO COMMUNICATIONS**

### **General**

This section contains specific guidelines for the use of the Nextel Two-Way Radio communication system. The system is for the purpose of providing ongoing communication between operators, maintenance personnel, supervisors and Dispatch for the purpose of maintaining reliable service and to respond quickly in emergency situations.

operators must read this section carefully and follow instructions on the use of the Nextel radios.

Radio use must be kept to a minimum and used for specific communications.

The Nextel radio system may only be used by authorized personnel.

The Nextel radio is never to be opened or tampered with by anyone.

### **TMDC Policy for Radio Communication System Use**

TMDC policy requires that all radio communication be conducted in English and prohibits the use of obscene, indecent or profane language. In addition, unauthorized disclosures or use of messages and superfluous, false or deceptive signals or communication violate TMDC policy. Messages may be transmitted and received while the vehicle is in motion, if it is safe to do so. When necessary, the operator is to wait until conditions are safe before communicating.

# **TRANSIT MANAGEMENT OF DENTON COUNTY**

## **EMPLOYEE HANDBOOK – Operator**

Revised April 2015



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## **REVISIONS**

September 2014

- 5.21 Animals on Board
- 5.22 Lost and Found Articles
- 7.09 Driving Within the Yard
- 8.11 Beverages and Food On Board – Passengers
- 8.19 Firearms
- 8.20.1 Commuter Express Bus – Bicycles

April 2015

- Updated Sections in conjunction with the Amalgamated Transit Union Contract effective April 1, 2015.

## **FORWARD**

The Transit Management of Denton County, Inc. Handbook provides the operating guidelines. The guidelines contained in this handbook replace all previous rules, procedures and instruction for operators. Employees are also subject to all other policies governing employees of TMDC. Each employee must become familiar with the contents of this handbook by the completion of the initial training.

No one is authorized to make oral exceptions to this policy, and written exceptions may only be made with approval by the General Manager.

The rules and operating guidelines of the Handbook may be changed through notices and special instructions that will be made available in writing to all TMDC personnel. The company bulletin board must be examined daily for special instructions. Whenever an employee has been off duty for any reason, upon return, the bulletin board should be checked and a supervisor should be contacted for clarification on policy changes. When necessary, policy changes will be consolidated and reissued as revisions that are to be inserted in the Handbook and the outdated pages removed.

**The Handbook is not intended to be an employment contract or agreement, nor does it contain promises or commitments to the employee of any kind. The contents should not be construed otherwise. Any references to, or discussion of, matters related to employment shall not be treated as a contractual agreement or guarantee of employment.**

### ***NOTE:***

**This Handbook applies to Operators represented by a labor union, to the extent that the Handbook's policies, procedures, rules, and discipline are not in conflict with a specific term or condition stated in the labor agreement. To the extent that the Handbook is in conflict with a term or condition of the Operator's applicable labor agreement, the provision in the labor agreement, shall take precedence.**

# TRANSIT MANAGEMENT OF DENTON COUNTY EMPLOYEE HANDBOOK

## INTRODUCTION

Transit Management of Denton County is committed to a goal of excellent performance by all employees. Our primary mission is to provide the best service possible to the public we serve.

It is our policy to recognize all employees both as a group and as individuals for exemplary or commendable performance on the job. Administrative and supervisory personnel are leaders whose objective is to assist all of our employees and the public we serve to provide the best service possible.

Whenever an employee is subject to discipline, the employee's total work record including all violations is reviewed before determining any penalty. Penalties for violations of multiple rules occurring during the same time period will be dealt with at the discretion of management. This code is not intended to provide rigid discipline guidelines on management or the employee when discipline is warranted. The seriousness of the violation is also a factor in the penalty assessed.

Recognizing that professionalism is a key element to the job function, each employee is responsible for learning, understanding and abiding by the rules and discipline contained in this code.

## WELCOME ABOARD

The individuals who observe the principles outlined in the handbook should get along splendidly as an important and effective member of our team.

As chosen representatives of Transit Management of Denton County, let us strive as individuals and as an organization to make our service outstanding for courtesy and consideration to those whom it is our goal and pleasure to serve. For a Company – or an employee – to be successful, a basic understanding about the way that a Company does things must be present. A Company's character and identity comes from the way it approaches the marketplace – the basic principles, standards and objectives that we use to define who we are. A clear understanding of who we are is absolutely essential to long-term success.

Much personal satisfaction accrues if, at the end of each day, all of us can say, "That was a good job; well done!"



## **EQUAL OPPORTUNITY/ AFFIRMATIVE ACTION**

Transit Management of Denton County (TMDC) is committed to the concept of equal opportunity in employment as a necessary element of the basic merit system principle and as a means of using and developing previously underutilized human resources. TMDC is committed to offer equal opportunity to all qualified employees and applicants for employment with regard to race, national origin, age, gender, sexual orientation, creed or religious opinions or affiliations, veteran status or disabilities and will comply with applicable State or Federal Law. TMDC will take positive action and provide a fair system to ensure fulfillment of this policy in areas of recruitment, hiring, placement, promotion, transfer or demotion, and other terms, conditions and privileges of employment. Further, discriminatory harassment of employees, whether by managers or co-workers, will not be tolerated.

### **Immigration Law Compliance**

TMDC is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **SEXUAL HARASSMENT**

Transit Management of Denton County will not tolerate sexual harassment of its employees by anyone – supervisors, other employees or clients. Persons harassing others will be dealt with swiftly and vigorously. Normal, courteous, mutually respectful, pleasant, non-coercive interactions between employees that are acceptable to both parties are not considered to be sexual harassment.

Sexual harassment as defined by the Equal Employment Opportunity Commission is:

- unwelcome or unwanted sexual advances;
- requests and demands for sexual favors;
- verbal abuse or kidding that is sexually oriented and considered unacceptable by another individual;
- engaging in any type of sexually oriented conduct that would unreasonably interfere with another's work performance; and
- creating a work environment that is intimidating, hostile, or offensive

This policy is to protect all employees. If it is proven that an employee has knowingly and intentionally falsely accused another employee of sexual harassment, it will be considered that such employee is guilty of harassment and will be appropriately disciplined. It shall be the responsibility of the EEO/AA (Equal Employment Opportunity/Affirmative Action) Officer to advise any employee who feels she or he has been sexually harassed of the proper procedure for handling the complaint.

## **GENERAL RULES AND PROCEDURES**

### **Operator Handbook**

The policies stated in this Handbook summarize selected policies and procedures of TMDC. All policies, guidelines, rules, and procedures are periodically reviewed and evaluated, and are subject to change at TMDC's discretion. TMDC reserves to itself at any time to amend, revoke, replace or suspend any or all of the policies and procedures contained within this Handbook. Please refer to Collective Bargaining Agreement – Article 2 page 1.

### **Nature of Employment**

Employment with TMDC is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause.

Policies set forth in the handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between TMDC and any of its employees. The provisions of the handbook have been developed at the discretion of management and may be amended or cancelled at any time, at TMDC's sole discretion.

The policies and procedures contained in this handbook supersede all existing policies and practices and may not be amended or added to without the express written approval of the General Manager of TMDC. Please refer to Collective Bargaining Agreement – Article 1 page 1.

### **Employer-Employee Relations**

TMDC believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that TMDC amply demonstrates its commitment to employees by responding effectively to employee concerns.

## **TMDC EMPLOYEE PRINCIPLES**

For our employees Transit Management of Denton County will strive:

To treat you as a professional and provide a climate of trust, respect, integrity and honesty;

To ensure a safe working environment through the development of safety programs, driving training and well maintained equipment and facilities;

To encourage two-way communication between you and management;

To communicate the standards of your job and the requirements of our customers;

To provide you with training to perform your job effectively;

To recognize your need to maintain a balance of work, family, community and personal activities;

To treat you as a valuable member of the Transit Management of Denton County team.

## **As Professionals, our Employees Will Strive:**

To represent Transit Management of Denton County in a professional manner to the customer, the general public and the transportation industry;

To maintain the highest regard for safety;

To provide our customers with consistent, high-quality service;

To meet or exceed job standards and customer requirements;

To maintain the highest standard of ethical and legal conduct and to encourage others in my profession to do the same;

To properly care for all equipment;

To take an active role in communicating ideas, issues and suggestions to management;

To be a valuable member of the Transit Management of Denton County team

## **Open-Door Process**

We at TMDC believe that the way we best support our employees and serve our customers is by developing a safe, caring and efficient relationship with each employee. We may frequently find better and safer ways of doing things and are always alert to possible improvements. You can help. If you have ideas or suggestions for more efficient operations or safer practices that will make our location a better or safer place to work, please discuss them with us. Your constructive ideas are welcome. They will be given prompt consideration.

## **Business Ethics and Conduct**

The successful business operation and reputation of TMDC is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of TMDC is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to TMDC and its customers to act in a way that will merit the continued trust and confidence of the public.

TMDC will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of actions, the matter should be discussed openly with your immediate supervisor or with his or her supervisor.

Compliance with this policy of business ethics and conduct is the responsibility of every TMDC employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

### **Disability Accommodation**

Transit Management of Denton County will meet the requirements within the Americans with Disabilities Act (ADA) as they pertain to employment.

TMDC will meet the obligations of the ADA for applicants for employment and current employees.

Employees and employment applicants shall provide timely notice and documentation of their disability, and if known, the accommodation(s) requested.

TMDC will meet all obligations to offer and provide leave. The employee must be able to perform the essential functions of his/her position, with or without reasonable accommodation.

TMDC will NOT create vacant positions or offer reassignment to promotional positions, or waive job qualifications or probation in the disability accommodation process.

Providing reasonable accommodation does NOT create an employment contract or term or limit the reasons for dissolution of the employment relationship. Reasonable accommodation does NOT constitute an express or implied contract, nor is it the basis for a private right of action.

### **Job Postings**

TMDC reserves the right to post non-operator job openings in the area near the time clock. Employees who have the required skills and experience necessary for these open positions are encouraged to apply. Required skills and experience will be listed on the job posting to better assist current employees in assessing their qualifications.

TMDC will always try to post non-operator positions inside the company before placing ads in local publications or trade journals. In some cases, TMDC will not

post non-operator positions internally as conditions may vary in regard to the level, reason or confidentiality of the position. Keep in mind, our employment standards are designed in such a way to prevent employees from supervising their immediate family members in the same department.

Operator runs shall be assigned according to the procedures in the Collective Bargaining Agreement Article 14 page 9, Bidding of Runs.

### **Job Descriptions**

Each employee will be provided with a job description describing the functions and qualification for the position he or she holds.

### **Access to Personnel Files**

All employees, former employees, and representatives of employees may view certain contents of their personnel file with advance notice to Human Resources staff. Documents that relate to the employee's qualifications for hire such as the application, promotion, disciplinary action, and transfer may be viewed. Additionally, the employee may review policy signoff forms and training records.

Documents that the representatives of employees may not review include: references or reference checks, medical records, documents related to a judicial proceeding, any document that would violate the confidentiality of another employee. Any document which could include the names or information relating to third parties would not be viewable due to privacy issues.

An employee who wants to review contents of their personnel file should contact Human Resources staff with 24 hours' notice. Former employees, or people unknown to the Human Resources staff, must present identification and/or proof of permission to access the personnel file.

Personnel files must be reviewed in the presence of a Human Resources staff person. No part of the personnel file may be removed from the office by the employee.

Photocopies of the file, or portions of the file, may be requested by the employee. Within reason, the Human Resources staff will provide photocopies. For extensive copying, the employee will need to pay for the photocopies.

If the employee is unhappy with a document in his or her personnel file, in the presence of the Human Resources staff, the employee may write an explanation or clarification and attach it to the disputed document.

### **Personnel Data Changes**

Each employee must promptly notify TMDC of any changes in personnel data within forty-eight (48) hours of the change. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment and other such status reports

should be accurate and current at all times. If any personnel data has changed, notify Human Resource.

### **Safe Work Environment**

We care about you and your personal safety, and will do everything possible to provide you with a safe work environment. If you are injured in the course of your work, you must immediately report the injury to your supervisor. You will be provided first aid treatment, no matter how slight the injury. If your injury is of a serious nature and requires further attention, you will be taken to the nearest qualified treatment center. Payment of personal injury insurance can only be made after acceptance and approval by our insurance company claim administrator.

You are a key part of our safety program. If you observe a hazard or something you believe may be a hazard, notify your supervisor. Talk to the members of your safety committee. They are there to help us all. Our goal is prevention. We can reach this goal through your active participation.

### **Right to Know: Employees**

The Occupational Safety and Health Administration (OSHA) require that all employers advise their employees, through written communications and formal training of:

- potentially hazardous materials within the worksite;
- precautionary measures that must be taken to avoid a chemical release into the environment and employee exposure to that release in the event it occurs; and
- proper, safe methods of spill control and clean up

Each employee has a right to know:

- of any operations in his or her work area where toxic or hazardous chemicals are present

And these details about hazardous materials in his or her work area:

- which one(s) he or she may handle
- where to find information about the materials
- how to safely handle those materials
- how to react in case of an uncontrolled release of those materials
- how to protect oneself from hazardous materials in all situations within the facility

TMDC must

- have a written hazard communications program (HCP) that describes how the HCP will be implemented;
- conduct training of all employees so they will know about hazardous materials in their work areas; and
- ensure that all hazardous material containers (both primary [manufactured] and secondary [miscellaneous buckets; containers]) are properly labeled.

Each new employee must receive initial training within 30 days of hire.

## **SECTION 1 - GENERAL WORKING AND WAGE PROVISIONS**

### **1.00 Statement of Company Operating Philosophy**

Our customers make our jobs possible. Filling their needs better than anyone else could is up to us. Serving our customers well is the vital ingredient to maintaining our customers' good will and thus perpetuating the Company's very existence. In this regard, our intention is to attract the highest quality individuals to perform their services for the benefit of the Company, our customers, the passengers we transport, and for the individual's own sense of self-satisfaction and accomplishment.

We are committed to the payment of reasonable and competitive wages, and to providing employee benefits that reward each of us for our skills, efforts, cooperation, and results. We shall practice the fairest of person-to-person relations so as to maintain trust, confidence, and respect of all our employees.

### **1.02 Probationary Period**

Please refer to Collective Bargaining Agreement – Article 8 page 4 for Probationary Period.

### **1.03 Statement of Wages**

Please refer to Collective Bargaining Agreement – Article 25 page 16 for a statement of wages

### **1.04 Payday**

Please refer to Collective Bargaining Agreement – Article 20 page 14 for Pay Period.

### **1.05 Paid Time Off (PTO)**

Please refer to Collective Bargaining Agreement – Article 28 page 19 for Paid Time Off.

### **1.06 Holidays**

Please refer to Collective Bargaining Agreement – Article 29 page 19 for Holidays.

### **1.07 Bereavement Leave**

Please refer to Collective Bargaining Agreement – Article 33 page 21 for Bereavement Leave.

### **1.08 Employee Medical Examinations**

Please refer to Collective Bargaining Agreement – Article 18 page 12 for Physical Examinations.

### **1.09 DOT Physical Recertification**

Operators are responsible for ensuring that their Medical Examiners Certificates remain non-expired. TMDC will inform each operator of the date of expiration of their Medical Examiners Certificate. If the operator fails to obtain a valid Medical Examiners Card by the expiration date, the operator will be removed from service until such time that a valid Medical Examiners Certificate can be obtained.

TMDC will pay for one (1) appointment with a physician of its choice for renewal of operators' Medical Examiners' Certificate. If a conditional Certificate is issued by the TMDC appointed physician, the Operator must at his or her own expense, be examined by a physician of his or her own choice, who is a licensed medical doctor in the State of Texas (and have experience evaluating DOT medical cases) for the purpose of obtaining a non-conditional medical examiners certificate.

### **1.10 Employment Reference Checks**

To ensure that individuals who join TMDC are well qualified and have a strong potential to be productive and successful, it is the policy of TMDC to check the employment references of all applicants.

Human Resources will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment and position(s) held. No other employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

### **1.11 Employment Applications**

TMDC relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **1.12 Jury Duty**

Please refer to Collective Bargaining Agreement – Article 32 page 21 for Jury Duty.

### **1.13 Health Insurance**

Please refer to Collective Bargaining Agreement – Article 26 page 17 for Health Insurance.

### **1.15 Use of Services**

TMDC employees have certain privileges in regard to the services we offer. Employees and their families (dependents) can ride the Connect Fixed route for free. Access **and Express** are excluded from this benefit. Employees and the members of their families each need to acquire a TMDC ID. Upon termination of employment, the employee, as well as his or her dependents' ID cards must be returned to the Human Resources department, prior to receiving one's final paycheck.



### **1.16 Employment Termination / Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with TMDC. The paycheck for an employee who resigns will be prepared for the next scheduled payday.

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. TMDC will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to TMDC, or return of TMDC-owned property. Suggestions, complaints, and questions can also be voiced. A mailing address will be required from all employees terminating employment from TMDC. This will allow TMDC to mail out the end of the year W-2 to the former employee. If an employee is terminated, his or her paycheck will be prepared and available within six days

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance. If an employee resigns, his or her paycheck will be available on the next regularly scheduled payday.

### **1.17 Return of Property**

Employees are responsible for all TMDC property, materials, or written information (i.e. handbooks) issued to them or in their possession or control. Employees must return all TMDC property immediately upon request or upon termination of employment. Where permitted by applicable laws, TMDC may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. TMDC may also take all action deemed appropriate to recover or protect its property.

### **1.18 Pay Advances**

TMDC does not provide pay advances on unearned wages to employees.

### **1.19 Administrative Pay Corrections**

TMDC takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Accounting Department so that corrections can be made as quickly as possible.

### **1.20 Pay Deductions and Setoffs**

The law requires that TMDC make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. TMDC also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." TMDC matches the amount of Social Security taxes paid by each employee.

TMDC offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by TMDC, usually to help pay off a debt or obligation to TMDC or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

### **1.21 Payroll Procedures**

The payroll department will use the individual route profiles for establishing the work day of all drivers. With the implementation of the swipe cards, in addition to the sign-in sheets, the following guidelines will apply:

- *A driver swipes in late after sign-in time...*

**Payroll Procedure is** to adjust the driver pay to reflect a late sign-in. Card swipe time will not be adjusted.

- *A driver swipes in earlier than their sign-in...*

**Payroll Procedure is** to record the driver time as noted on the individual route profile and sign-in sheet. Card swipe time will be adjusted to sign-in time indicated on route profile.

- *A driver swipes out after sign-out time...*

**Payroll Procedure is** to adjust the driver pay time to reflect the additional time worked. Card swipe time will not be adjusted.

### **1.22 Seniority**

Please refer to Collective Bargaining Agreement – Article 6 page 3 for Seniority.

### **1.23 Selection of Work Assignments**

Please refer to Collective Bargaining Agreement – Article 14 page 9 for Selection of Work Assignments. Extra work assignments are issued according to guidelines set forth in the current Collective Bargaining agreement Section 13 page 9 under Voluntary Work List.

### **1.24 Workweek and Pay Allowances**

Please refer to Collective Bargaining Agreement – Article 24 page 15 for Workweek and Pay Allowances.

### **1.25 Cell Phone Use Policy**

No use or operation of any electronic equipment such as cellular phones, blackberry's, headsets or earpieces is allowed while operating a company vehicle. Emergency contact with operators can be made through dispatch.

Operators found to be in violation of TMDC cell phone use policy are subject to discipline up to and including termination.

### **1.26 Smoking**

Smoking is prohibited in all indoor and enclosed areas of municipally owned buildings, facilities, and vehicles. Since the buildings, facilities, and vehicles that TMDC uses are DCTA owned smoking is prohibited throughout the workplace. Smoking is prohibited within 25 feet of the entrance of any DCTA vehicle or building. This policy applies equally to all employees, customers, and visitors.

### **1.27 Use of Equipment and Vehicles**

When using property, employees are expected to exercise care, perform required maintenance, including pre and post trip inspections, and follow all operating instructions, safety standards, and guidelines.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles can result in disciplinary action, up to and including termination of employment.

The use of the staff car or any other TMDC vehicle for any personal use is strictly prohibited.

Anyone who operates DCTA vehicle must have in possession and current and valid Texas Drivers' License with proper classification and endorsement. All employees who hold safety sensitive positions must also have in their possessions a valid Medical Examiners Certificate.

### **1.28 Visitors in the Workplace**

To provide for the safety and security of employees and the facilities at TMDC, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter TMDC at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

Visitors will be allowed in the shop area only when escorted by an authorized TMDC employee.

If an unauthorized individual is observed on TMDC's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

### **1.29 Workplace Violence Prevention**

TMDC is committed to preventing workplace violence and to maintaining a safe work environment.

Given the increasing violence in society in general, TMDC has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of TMDC without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

TMDC will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, employees may be placed on administrative leave.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

After investigation, if no fault is found, employees may be compensated for lost time. Lost time calculated by the amount of hours the employee was scheduled to work and did not.

TMDC encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or Human Resources before the situation escalates into potential violence. TMDC is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

### **1.30 Military Leave**

Please refer to Collective Bargaining Agreement article 30, page 20 for Military Leave.

### **1.31 Solicitation**

In an effort to ensure a productive and harmonious work environment, persons not employed by TMDC may not solicit or distribute literature in the workplace at any time for any purpose.

TMDC recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.) Outside solicitation is prohibited.

Posting of written solicitations on company bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- \* Employee announcements
- \* Internal memoranda
- \* Job openings
- \* Organization announcements
- \* Payday notice
- \* Workers' compensation insurance information
- \* Unemployment insurance information

If employees have a message of interest to the workplace, they may submit it to the General Manager for approval. All approved messages will be posted by the General Manager.

### **1.32 Grievance and Arbitration**

Please refer to Collective Bargaining Agreement article 12 page 6 for Grievance and Arbitration.

### **1.33 Life-Threatening Illnesses in the Workplace**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. TMDC supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, TMDC will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. TMDC will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact Human Resources for information and referral to appropriate services and resources.

### **1.34 Safety**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, TMDC has established a workplace safety program. This program is a top priority for TMDC. The General Manager, Director of Operations, Maintenance Director, Safety Manager and Transit Supervisors in the Operations Department, are each responsible for implementing, administering, monitoring, and evaluating the safety program for their respective departments. Its success depends on the alertness and personal commitment of all.

TMDC provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations; may be subject to disciplinary action, up to and including termination of employment.

Employees are required to report any injury suffered during work hours, at the time of occurrence to their supervisor on the day of occurrence. In addition, the appropriate form(s) must be filled-out and submitted to the immediate supervisor before the end of the workday.

It is the responsibility of the employee to report any (off the job) personal moving violations to the company within 48 hours.

The procedure to follow in the event of on-the-job-injury or incident:

1. Report the matter immediately to the appropriate supervisor.
2. Complete an accident report in detail.
3. If it is necessary to go to the doctor, appropriate paperwork must be filled out in the office of Human Resources.
4. Go to the company-designated doctor or hospital.
5. Return all paperwork from the doctor to your supervisor and/or the office of Human Resources.
6. Do not return to work until fully released by the doctor.

For more detailed information regarding the Safety Rules & Regulations refer to the Employee Safety Handbook.

### **1.35 Drug and Alcohol Policy**

Please refer to Collective Bargaining Agreement Article 39 page 24.

### **1.36 Hazard Communication**

One of the major goals of the Occupational Safety and Health Administration (OSHA) is to regulate industries to promote safe work practices in an effort to minimize the incidence of chemically-related employee illnesses and injuries. Relative to this goal, OSHA has enacted the Hazard Communication Standard, codified as 29 CFR 1910.1200. The purpose of the Hazard Communication Standard is to establish uniform workplace requirements for the communication of hazards and hazardous chemical information to all potentially-exposed employees.

TMDC has implemented this written Hazard Communication Program to meet the letter and intent of the OSHA Hazard Communication Standard. The objective of this written program is to effectively disseminate pertinent data on the safe handling of hazardous chemicals in the workplace. In addition, the program will inform all appropriate personnel and outline their rights and responsibilities under

the OSHA Hazard Communication Standard. This program will be available upon request to all employees and their designated representatives.

TMDC has taken the following steps in order to implement and effectively manage its Hazard Communication Program.

General Implementation Outline:

- Designate a company "Hazard Communication" Coordinator with responsibility for overall management of the Hazard Communication Program.
- Develop and maintain an up-to-date chemical inventory.
- Request copies of Material Safety Data Sheets (MSDS) from manufacturers and suppliers.
- Collect and distribute MSDS to all appropriate work areas.
- Institute a labeling system for containers or materials that require additional labels.
- Develop and implement an employee-training program to include classroom instruction with appropriate training materials and documentation.
- Set up a periodic review process to maintain an up-to-date inventory of hazardous chemicals.

### **1.37 Employee Responsibility**

All employees are subject to the rules, regulations and procedures contained in this Handbook. An employee who does not understand the meaning of a rule, operating procedure, special order or instruction must request assistance from a supervisor.

### **1.38 Customer Relations**

Employees must address all customers, including passengers, in a friendly tone. They must be helpful and considerate when giving information or calling streets. An employee must never embarrass a fellow employee or passenger by talking in a loud tone of voice or arguing. Maintaining cordial customer relations with each customer is expected of all employees.

### **1.39 Required Knowledge of Rules, Regulations and Procedures**

Employees must be familiar with the contents of this Handbook. Not knowing the rules, operating procedures, special orders or special instructions will not excuse negligence.

### **1.40 Special Orders and Instructions**

Special orders and instructions are issued periodically in bulletins, notices and memos or posting on designated bulletin boards; unless other wise noted these bulletins and notices remain posted for 30 days. Defacement or unauthorized removal of any posted material is grounds for disciplinary action. Regulations and procedures posted are to be followed during the stated period that they are in effect.



Failure to obey a clear and direct oral or written instruction from supervisory staff may be considered insubordinate behavior.

#### **1.41 Employee Responsibility for Issued Property**

Employees are personally responsible for all Company property issued to them. Issued property that is lost or stolen must be reported immediately to a supervisor. Damaged or lost articles may be charge to the employee upon replacement. When leaving TMDC's employ, or at the request of a supervisor, employees must immediately surrender all Company property in their possession. TMDC may choose to pursue collection of funds for any times not surrendered as required.

#### **1.42 Situations Not Covered By Defined Procedures**

Whenever situations arise that are not covered by defined procedures, employees must use their best judgment. Such instances include obstructions caused by serious accidents, hazardous conditions or emergencies. In these circumstances, the employee must report the situation to his/her supervisor immediately.

#### **1.43 Employee Requirement to Meet Company Standards**

The Company has the right to establish and require tests and standards of performance as necessary to insure the safe and efficient performance of duty by employees. Employees must pass any examinations and tests selected by the Company to determine mental and physical fitness.

Testing includes, but is not limited to, the provisions of the US Department of Transportation (DOT) and TMDC's drug and alcohol policies.

#### **1.44 Observing State, County and City Laws and Ordinances**

The operation of transit vehicles is regulated by various agencies. When necessary, employees must follow the rules and regulations of the Highway Patrol, the State, and the Counties and Cities through which the service operates.

Employees are required to cooperate with law enforcement agencies and fire departments at all times. In the event such cooperation creates a dangerous condition, a supervisor is to be notified immediately.

#### **1.45 Minimum Notice for Time-off**

A minimum 72 hours advance notice of request for time off is required. Time off must be taken at the convenience of the Company to maintain required schedules. Leave requests may be denied due to manning needs.

A signed copy of the leave request will be placed in the operator's employee folder within 48 hours of the date of requested leave, as notification of approval or denial.

#### **1.46 Attendance**

Due to the critical nature of providing reliable passenger transportation service, Operators are subject to a no fault attendance point system. The point values are as follows:

Late for Scheduled Shift	1 point
Failure to Complete Entire Shift	1 point
Failure to complete at Least ½ of Shift	2 points
Arrived Late and Missed Shift	2 points
Absence (Called In)	2 points
No-show, No-call/Miss Out	4 points
Removed from Service by Supervisor	0 points

Ten points in a floating 90–day period constitutes automatic termination.

Twenty points in any floating 12-month period constitutes automatic termination.

**Definitions:**

**Late for Scheduled Shift** occurs when an Operator is one to five minutes late for scheduled shift.

**Failure to Complete Entire Shift** occurs when an Operator finishes more than half of the scheduled shift but does not complete the entire shift due to reasons that are not created by operational demands.

**Failure to Complete At Least ½ of Shift** occurs when an Operator fails to complete at least one half of the shift due to reasons that are not created by operational demands.

**Arrived Late and Missed Shift** occurs when an Operator is more than five but less than 30 minutes late and as a result does not cover their assigned shift.

**Absence (Called In)** occurs when time off has not been arranged 72 hours in advance of the absence, but the employee has called-in prior to the shift to notify supervision of the absence

**No Show, No Call/Miss Out** occurs either when an Operator fails to show for an assigned shift without calling to notify their Supervisor, or when an Operator arrives more than 29 minutes late for an assigned shift. Three consecutive workdays of No Show No Call/Miss Out will result in termination.

Absences which are protected by the Family Medical Leave Act (FMLA) are not included in determining excessive absences provided the necessary forms have been completed and the employee has been notified that the time off was applied toward his/her entitlement. Time off for paid leaves, properly requested and approved under the Agreement, shall not result in an Attendance Point.

#### **1.47 Notice of Absence or Tardiness**

The Company needs advance notice of absences so that other arrangements can be made to cover routes. "Proper notice" means that you call the Company at a designated number a minimum of 2 hours prior to the start of your shift and personally notify supervisory staff of the absence, unless a verifiable emergency makes it impossible for you to do so.

Three consecutive days of absence without notice is considered job abandonment. Those operators may be subject to discipline up to and including termination.

Payment of eligible leave benefits is contingent upon submittal of proper documentation.

#### **1.48 Leave of Absence Without Pay**

Please refer to Collective Bargaining Agreement Article 31 page 20.

#### **1.49 Family Medical Leave Act**

Your family and your work are both important responsibilities. Sometimes it is hard to find enough time for both obligations. The Federal Family and Medical Leave Act (FMLA) of 1993 allows employees to take an unpaid leave from their job for special family situations.

The FMLA allows eligible employees to take up to 12 weeks of unpaid leave in a 12-month period for:

- birth, adoption or foster care placement of a child;
- a serious health condition that prevents the employee from doing the essential functions of his or her job;
- caring for a child, spouse or parent with a serious health condition.

Employees are eligible if they have worked for that employer for

- at least 12 months; AND
- at least 1,250 hours in the previous 12 months.

For more information about FMLA or other State Laws regarding Leave of Absence, refer to the information posted on the bulletin board or ask your supervisor.

FMLA will run concurrently with an employee's time off from work due to work related injury.

### **1.50 Exchange of Duty (Trades)**

Employees may not exchange shifts or duties without prior written approval.

### **1.51 Returning From Illness**

Employees returning from illness must notify their supervisor, in person or by telephone, before 2:00 p.m. the day before resuming duty to assure an available run. Employees who fail to inform their supervisor concerning their return to duty date will not be allowed to work, if their assignment has been covered. Employees may be required to obtain clearance from the Company's physician before returning to work. Employees who have been absent due to illness for 30 or more will be required to obtain clearance from the Company's physician before returning to work.

### **1.52 Falsification of Injuries or illness**

Making false statements regarding illness to obtain leave, avoid a miss-out, or avoid working as assigned, may lead to disciplinary action. Employees who produce false certificates for injuries or illness, the object being to collect insurance, compensation, or leave will be subject to discipline.

### **1.53 Procedures for Robberies, Disturbances, Altercations, Observing Suspicious Characters**

TMDC policy regarding robberies is for the employee to offer little or no resistance, to remain calm, alert and observant. When it is safe, the employee should attempt to obtain a description of the assailant, any accomplices and the method of operation.

Dispatch or a supervisor should be contacted for instructions, on the radio or the nearest telephone, when it is safe to do so. When police or supervisors respond, the employee should provide them with complete information.

When suspicious persons are observed loitering around the yard, bus stops or park and ride lots, employees should contact their supervisor or Dispatch. If suspicious persons are observed near parked vehicles, the license number, the make and color of the vehicle should be obtained before contacting a supervisor or Dispatch.

### **1.54 Authorized Persons to Drive Client or DCTA Vehicles**

An employee assigned to a vehicle must not allow another person to operate the vehicle unless authorized by supervisory personnel. When in doubt, obtain instructions from a supervisor or Dispatch.

### **1.55 General Company Rules and Personal Conduct**

TMDC has itemized certain acts of unreasonable conduct that may be cause for disciplinary action up to and including discharge. The very nature of our business – serving the public – requires that we perform with the utmost integrity.

The following represents some, but not all, of the types of conduct violations that shall be cause for immediate discharge.

1. Unauthorized stops, leaving the bus unattended or unsecured with passengers on board.
2. Falsification of employment application or other Company reports.
3. Dishonesty or theft or misappropriation of Company property.
4. Immoral, illegal or indecent conduct.
5. Unauthorized use of Company vehicles.
6. Possession, use or sale of any intoxicating beverage, controlled substance or firearm on Company property, while in the possession of a Company vehicle or on duty.
7. Reporting to work under the influence of an intoxicant, narcotic or drug or refusal to take any drug test or breathe test when required.
8. Repeated violations that result in suspension and/or discharge.
9. Failure to stop at railroad crossings when required by law and according to company policy and procedure.
10. Physical or verbal abuse and/or inappropriate touching of a passenger or fellow employee.
11. Fighting while on duty, on TMDC property or in uniform.
12. Violation of TMDC Drug and Alcohol Policy.

The following represents some, but not all conduct that shall result in the suspension of the employee, and depending on its severity may be cause for discharge.

1. Excessive tardiness or late starting work after on the clock.
2. Negligent damage to equipment.
3. Insubordination; failure to follow instructions; defiance of instructions.
4. Failure to observe safety, sanitation, disciplinary policies or laws and regulations of the State, or Company.

5. Deviation from assigned routes or work assignments unless approved by management.
6. Failure to immediately report an accident or safety-related passenger incident, and/or failure to immediately, or as directed by a supervisor, fill out an accident/incident report.
7. Failure to report a moving violation, a citation and/or a conviction.
8. Poor work habits including loafing, wasting time, loitering excessive visiting, sleeping on the job or disorderly conduct or improper use of the two-way radios.
9. Smoking on a Company vehicle, in a public waiting area and/or at all times while at or near fuel tanks and pumps. Chewing tobacco and snuff while on duty.

#### **1.56 Operating a Company Owned or Controlled Vehicle While Ill or Fatigued**

Employees must not operate a transit vehicle when their ability and alertness is impaired because of fatigue, illness or any other cause to create a safety hazard.

#### **1.57 Use of Restroom Facilities**

Health and sanitation laws require that toilets be used for personal relief. Restroom facilities provided for employees must be kept clean. Emergency restroom stops are permitted. Notification to Dispatch is required.

### **SECTION 2 - DRIVING RECORDS AND CRIMINAL RECORDS/PROGRESSIVE DISCIPLINE**

#### **2.00 Employee Responsibility**

Employees whose job requires them to have a valid Commercial Driver's License (CDL) fall under the same guidelines as Operators. NOTE: The term "operator" also pertains to employees whose job requires a valid CDL, are responsible for notifying their supervisor of any of the following events, within the time frame stated:

DUI/DWI Arrest: If an operator is arrested and formally charged with Driving While Intoxicated or Driving Under the Influence, or having excessive blood alcohol content (0.02 or higher), the operator must provide notification (written) of the event to his or her supervisor prior to the operator's next job shift. If the arrest stems from an on-the-job occurrence, the operator must report the situation to his or her supervisor immediately.

NOTE: Transit Management of Denton County policy regarding employee reporting of DUI/DWI related convictions is discussed below.

- Moving Violation Conviction: if the operator is convicted of a moving violation in a Company vehicle, the operator must report the conviction to his or her supervisor within (7) calendar days after the date of the conviction.
- Accident: If the operator is involved in an accident in a Company vehicle, he or she must report the accident to his or her supervisor immediately.
- An employee, who fails to notify the Company of any of the above occurrences within the time frame indicated, will be subject to disciplinary action, which may include termination.

### **2.01 Progressive Discipline**

Please refer to Collective Bargaining Agreement Article 11 page 5.

### **2.02 Policy – DUI/DWI**

An operator arrested and formally charged with any of the offenses listed below will be placed on administrative suspension without pay until the case is resolved. An acquittal or dismissal of the charge will result in reinstatement to active driving status. A conviction will result in immediate termination:

- driving while intoxicated
- driving under the influence
- having excessive blood alcohol content
- any other driving violation relating to drugs or alcohol

A conviction, for purposes of this procedure, includes a finding of guilty by a judge or jury, a plea of *nolo contendere*, no contest or plea of guilty.

### **2.03 Accident or Incident While On Duty**

Any accident or incident that occurs while an operator is on duty will be investigated to determine preventability on non-preventability. Accidents include all instances in which a vehicle was damaged, leaves the traveled roadway, a passenger is injured or an operator is injured. Failure to properly secure the wheelchair passenger prior to proceeding on route is considered a critical issue. The goal of the investigation will be to prevent future accidents/incidents. The operator's contribution to the cause of the accident will be considered in disciplinary action, up to and including discharge.

### **2.04 Commercial Driver's License Regulations**

The requirements for commercial vehicles are listed as follows:

You must notify your employer before the end of the business day following the day you receive notice of the action, if your license is suspended, revoked, or canceled or if you are disqualified from operating a commercial vehicle.

You must notify your employer of all traffic convictions. This includes those in your private automobile as well as a commercial vehicle. Notification must be in writing within thirty days of the conviction.

Under CDL requirements you must notify the Department of License of all out-of-state traffic convictions. Notification must be in writing within 30 days of the conviction.

In addition to TMDC's policies concerning motor vehicle violations, a CDL holder may be legally disqualified or lose their commercial driver's license, for certain convictions. For example, CDL rules state that you will be legally disqualified:

- If convicted of two serious traffic violations within three years, you may lose your license for 60 days. A third conviction within three years results in 120-day disqualification
- A driver is disqualified for one year for a first-time conviction of the following offenses while operating a commercial vehicle:
  - \*excessive speed (15 MPH over posted limit);
  - \*Reckless driving;
  - \*negligent driving;
  - \*Improper lane changes;
  - \*Driving under the influence of alcohol or any drugs;
  - \*Driving with an alcohol concentration of .04 or more;
  - \*Leaving the scene of an accident;
  - \*Using a commercial vehicle in the commission of a felony; or
  - \*Refusing to take a blood alcohol test.
- If convicted of any of the above listed offenses while operating a vehicle placarded for hazardous materials, the disqualification is increased to three years (from the one year suspension). A second conviction of the above offense may result in disqualification for life. The second conviction may be for the same or a different offense.
- Using a commercial vehicle in the making, selling or distribution of drugs will result in disqualification for life.

Depending on the severity of the violation, an operator may be subject to disciplinary action regardless of the operator's previous driving record.



## **SECTION 3 - CODE OF CONDUCT**

### **3.00 Hostile Words and Acts**

Transit Management of Denton County expects employees to be courteous and to treat fellow employees, clients and patrons with respect. Words and/or acts of hostility toward anyone will not be tolerated. As an employee of a public service Company, each employee has the obligation to conduct him/herself in a manner worthy of the public trust.

### **3.01 Prohibition of Harassment**

Transit Management of Denton County is committed to maintaining an atmosphere that is free of conduct considered to be harassing or abusive. Any form of harassment is prohibited. Transit Management of Denton County recognizes that discrimination of any type undermines the integrity of the employment relationship between employer and employee. Discrimination is absolutely inconsistent with the philosophy of the company and with sound management practice.

Any individual, whether applicant or employee, who believes that he or she has been subjected to any form of harassment, should immediately notify his or her manager or a TMDC Human Resource representative, of the alleged complaint. In all cases, reasonable measures will be taken to protect the complaining employee from retaliatory, harassing or abusive behavior. All complaints are taken seriously and will be investigated promptly. Conduct by any employee that results in discriminatory or harassment against other employee(s), of a sexual nature or any other form of harassment, is improper and will result in corrective disciplinary action, including possible termination.

Examples of prohibited sexual advances or harassment include, but are not limited to:

1. Any deliberate or repeated verbal comments, gestures or physical contact of a sexual nature that are unwelcome and which, when made by an employee, adversely affect the working conditions of another employee.
2. Implicit or explicit coercive sexual behavior used to control, influence or affect the career, salary or job of an employee.

### **3.02 General Appearance upon Reporting for Duty**

Employees must look neat and clean when reporting for duty. Wearing apparel is to be clean and pressed. Shoes are to be good condition and clean. Uniform shirts must be tucked-in unless the uniform shirt is square bottom, not intended to be tucked-in. Shirts must be tucked-in until such time the operator is no longer on duty. Belts and/or approved suspenders must be worn.

#### **3.02.1 Hair**

Employees' hair is to be neatly trimmed and well groomed. Longer hair must be pulled neatly back away from the face. Female operators wearing longer hair are to keep it pulled neatly back, secured with a band and then hair length may not

exceed 3 inches below the collar. Men wearing longer hair must keep it pulled neatly back, secured with a band and hidden under an approved hat

### **3.02.2 Mustaches, Beards, Sideburns**

Mustaches, beards and sideburns are to be neatly trimmed and well groomed. Beards and sideburns may not exceed ¾ inch in length.

### **3.02.3 Accessories**

Only authorized accessories may be worn.

### **3.02.4 Hair Clips, Barrettes**

Hair clips and barrettes must be conservative in size. Headbands, wristbands, or ribbons cannot be worn.

### **3.02.5 Jewelry**

Jewelry must conform to the following standards:

- Wrist – Limited to one item on each wrist;
- Rings – Limited to three rings on each hand (engagement and wedding rings are considered as one ring);
- Necklaces – Must be worn inside the collar and be consistent with safety;
- Earrings – Only close-fitting styles may be worn.
- A jewelry item will not be permitted if it interferes with the safe operation of the bus, as determined by the Company.

### **3.02.6 Sunglasses**

Sunglasses should be worn during the day to reduce glare. Wearing dark lenses after sundown is not permitted. Light-sensitive prescription glasses may be worn.

### **3.02.7 Fingernails**

Fingernail length must not interfere with the safe operation of the bus, as determined by the Company.

### **3.02.8 Items with Political or Social Messages**

Items having political or social messages may not be worn or displayed on personal, TMDC or DCTA equipment without prior approval by the General Manager.

### **3.02.9 Wearing Prescribed Uniform While On Duty**

The prescribed operator uniform as determined by TMDC must be worn when on duty. The minimum uniform consists of uniform shirt, navy trousers, black belt, black shoes and black or dark blue socks. White socks may be worn if it is medically necessary. Suspenders, solid in color and of the same color as the uniform pants, may be worn. The issued uniform jacket is the only approved outerwear. Jersey turtle necks or crew neck long sleeve shirts in navy, white, gold or green may be worn under the uniform shirt for added warmth. Approved headwear is limited to a DCTA ball cap, UNT ball cap, plain navy ball cap, plain

winter knit hat in navy or black, ear cover in black or navy. Fuzzy ear muffs are not approved. All outerwear should match the uniform in color.

During Daylight Savings time, Employees are permitted to wear uniform shorts. Uniform shorts are described as no higher than 1 inch above the knee and not falling below the knee. They must match the uniform pant in style and must be worn with a belt. Shorts must be worn with the uniform shirt tucked-in. Currently Daylight Savings Time begins the second Sunday in March and ends on the first Sunday in November.

## **SECTION 4 - AMERICANS WITH DISABILITIES ACT**

### **4.00 Employee Requirements**

TMDC is committed to providing the highest level of bus service to the public and the client. To ensure that the disabled community is afforded the same quality of service, TMDC supports the Americans with Disabilities Act (ADA). The ADA extends the Civil Rights Act of 1964, which bars discrimination based on sex religion, race and national origin, to persons with disabilities. The ADA provides guarantees in many areas, one of which is public transportation. Under the ADA public transit companies and its employees are required to follow specific guidelines. The following guidelines must be adhered to:

1. Individuals with disabilities cannot be refused service solely because the individual's disability results in appearance or involuntary behavior that may offend annoy or inconvenience employees or other passengers.
2. At a minimum, Operators must announce all major transfer points, major intersections and significantly enough along a route so as to orient a passenger. Significant point of interest may be announced. Any stop that has been requested by a passenger must also be announced.
3. At transfer points, the Operator must announce the route that he/she is driving so persons who may have a visual impairment can decide whether to board the bus.
4. Service animals such as guide dogs, hearing dogs, etc., are allowed to accompany individuals onto the bus. Guide dogs generally have identification but may not and are not required to have identification in order to be used as such. Other types of service animals are not required to have identification and must be allowed on the bus if the owner states that the animal is a service animal.
5. An individual with a disability cannot be required to use designated priority seats if the individual does not choose to use them.
6. Wheelchair lifts must be cycled on a daily basis. Federal regulations require that the Operator notify a supervisor/dispatcher immediately if a lift does not

- work properly. Any malfunction of a lift must be noted on the Defect Card and reported to dispatch immediately.
7. All wheelchairs types must be accommodated on a public transit bus. Operators may ask that an individual permit his/her wheelchair to be secured; however, an Operator may not deny transportation to a person because the wheelchair cannot be secured or restrained.
  8. Operators may not require an individual to transfer to a seat. Those who wish to transfer to a seat must be allowed to do so.
  9. Where necessary, or when requested, an Operator must help a person with a disability to use the lift and securement device. If it is necessary for an Operator to leave his/her seat to provide assistance, he/she must do so.
  10. Operators must allow individuals who use canes, walkers, crutches or other who cannot climb the steps to use the lift if they request to do so. Operators must be extremely careful in using the lift for standing passengers. The height between the lift platform and the top of the doorframe is approximately five feet when the platform is raised. Passengers must be warned to bend down so that they will not hit their heads on the top of the doorframe. If it appears that a passenger may not clear the doorframe, the lift must be stopped immediately, the passenger warned and the Operator must ensure that the passenger's position will allow him/her to clear the doorframe.
  11. Operators must allow a passenger using the lift to disembark at any designated stop, unless the lift cannot be deployed or would be damaged if deployed.
  12. Passengers with respirators or portable oxygen tanks cannot be denied service.
  13. When an Operator is unable to board a passenger due to a defect of the wheelchair lift or passenger capacity, the Operator must notify Dispatch immediately. The Operator must tell the passenger why he/she cannot be accommodated.
  14. Paratransit Operators are providing service directly to people with disabilities under the provisions of that section of the ADA known as complementary paratransit. Your training, both prior to service delivery and on an ongoing basis, will cover those areas that distinguish your service from other modes of transportation.
  15. Part of the ADA requires public participation in the making of local policies for our service to people with disabilities. Your Paratransit Manager will know what is unique to your service. If a passenger indicates that you are

not meeting the standards of the ADA, thank them for the information and inform them that you will pass their comments along to your Supervisor. Immediately inform your Supervisor of the passenger comments. Appropriate action will be taken to insure that any necessary changes to training or policy are made immediately.

## **SECTION 5 – OPERATING PROCEDURES**

### **5.00 Reporting**

All operators must report to dispatch for duty prior to assigned route time following all sign-in/card swipe procedures.

### **5.01 Assigned Vehicles and Assignments**

Dispatch will assign buses to each Operator at the time of pullout. Operators must use the vehicle assigned them unless there is a valid safety defect as verified by the Maintenance Department and the change is authorized by Dispatch. Refusal to drive an assigned vehicle constitutes insubordination and will lead to disciplinary action.

Dispatch is authorized to make all operational changes necessary. Operators are to inform Dispatch as soon as possible when a detour may become necessary. Operators may not detour without prior permission from Dispatch or Supervisor. In the event that a detour is unavoidable, operators should notify dispatch as soon as it is safely possible to do so.

### **5.02 Passenger Stops and Bus Loading Zones**

The Operator must ensure that all passenger stops are made safely; without incurring damage to the bus, or causing injury or discomfort to passengers.

Unless the operators' bus is full to capacity or directed by Dispatch/Supervisory personnel, Operators may not purposefully pass up customers who wish to board and are at or near the operators' assigned bus stops.

### **5.03 Equipment and Supplies Required in Possession**

Operators must have the following equipment and/or supplies in their possession while on duty:

1) Transfer punch (if applicable to assigned service)	Company Issued
2) Customer Courtesy Cards	Company Issued
3) Accident report forms	Company Issued
4) Transfers (if applicable to assigned service)	Company Issued
5) Pen	Employee Supplied
6) DCTA badge and gate card	Company Issued
7) Bus schedules	Company Issued
8) Vehicle Inspection Book	Company Issued
9) Correct Tally Sheet	Company Issued
10) Accurate Time Piece	Employee Supplied

11) Operator Handbook	Company Issued
12) Valid Driver's License & Medical Examiners Certif.	Employee Supplied
13) High Visibility Vest	Company Issued

#### **5.04 Relief Point**

Operators who are at the end of their shift and being relieved by another driver are responsible for handling all fare transactions at the relief point.

The Operator assuming responsibility for the vehicle at the relief point must be at the relief point at the assigned time.

If the bus does not arrive at a relief point within ten minutes after the schedule time, the relief Operator must call dispatch for instructions.

#### **5.05 Maintenance Area**

Operators are to report maintenance issues with Dispatch. Dispatch may direct Operators to the Maintenance Department for repairs. Operators are not to enter restricted areas within the Maintenance facility. Operators are to use all due respect to maintenance and shop personnel at all times. Operators are not to engage mechanics in unnecessary conversation and thus interfere with their work.

#### **5.06 Operator Responsibility to Maintain Schedules**

Operators are responsible for maintaining their schedule. It is necessary to notify Dispatch immediately whenever their route is running behind schedule by five minutes or more. Intentional delay of schedule will result in disciplinary action. Every effort should be made to maintain a constant speed between stops in order to operate more smoothly and safely.

Operators should have an accurate knowledge of the scheduled running times time points, and routes for providing passengers with information. At time point and relief points, Operators must not arrive or leave more than one minute ahead of schedule unless otherwise instructed. Unauthorized running ahead of schedule will result in disciplinary action.

#### **5.07 Transfer Connections**

Operators must make every effort to assist passenger in making transfers. Buses are to wait a maximum of five minutes for passengers making transfer connections. Under some circumstances, extended wait periods may be authorized by Dispatch.

Operators must not give passengers any indications that the bus will depart before they have the opportunity to board safely.

#### **5.08 Mechanical Breakdown**

During mechanical breakdowns, Operators are required to immediately report the problem, location, direction and bus number to Dispatch. Once reported, instructions from Dispatch are to be followed exactly and the vehicle must remain

at the reported location unless directed otherwise. If applicable, emergency transfers should be issued to passengers.

Operators are responsible for ensuring that all passengers are transferred safely. Safety markers are to be placed in areas according to DOT standards. (10ft, 100 ft, 10ft)

High Visibility vests are to be worn at all times while the operator is off the bus.

### **5.09 Marked Bus Zone**

At a bus zone, the Operator must stop with the front door positioned with both doors clear of any obstructions and within six (6) to twelve (12) inches and parallel to the curb.

Operators are to ensure that all passengers are clear of the loading zone before arrival and departure.

### **5.10 Stopping in Obstructed Areas**

When it is impossible to pull the bus safely to the curb because of obstructions, stop the bus parallel to the curb and at least four feet away.

In areas where the grade slope of the street causes the bus to lean, the bus must be driven far enough away from the side of the street to avoid hitting poles, trees or other obstructions.

Immediate hazards such as low wires, overhanging trees, branches, etc., must be reported to Dispatch as quickly as possible. Striking tree limbs or other obstructions which cause damage to any vehicle may be considered an accident. Please refer to TMDC Accident Policy.

### **5.11 Layover Zones**

Buses must always be stopped in the lead position of a layover zone. If the zone is occupied, and the Operator may not leave the bus unattended until he/she has pulled into the lead position in the layover zone. Passengers may remain on buses during layover. Operators must ensure that their bus is in the neutral or park gear position and parking brake applied before leaving passengers unattended.

When stopped outside an occupied zone, the bus must be clear of street obstructions, driveways, crosswalks, etc., and must be halted in such a position so as not to create an accident hazard.

Unnecessary noise such as loud talking, racing engines, excessive use of horn, creating a nuisance, etc., and throwing debris in or around a layover zone is prohibited.

Operators must never park their vehicle or lay over in an unauthorized area for any purpose without the permission of Dispatch.

### **5.12 During Layovers**

Drivers are to leave vehicles in the high idle position while at layovers. Operators should not allow vehicles to remain in idle for more than 30 minutes.

Operators must display "Out of Service," at the regular point at which the route goes out of service (OTS). Operators may not pass up passengers at stops as they return to the yard but must explain to each passenger who wishes to board, the final destination of the bus will be the operations facility. Passenger may ride along the route and must disembark at any bus stop prior to the vehicle reaching the operations facility.

Operators are required to check the bus for lost articles and sleeping passengers prior to leaving the final OTS point. Passengers are never to be carried into the yard. If a sleeping passenger is found, the Operator must immediately notify Dispatch.

The following procedure must be carried out when returning a bus to the yard and before operators clock out:

- Turn vehicle wheels to proper grade
- Shift the transmission to the neutral (or park) position
- Set parking brake
- Shut down the engine
- Close all windows and doors
- Pick up trash around drivers area
- Take all personal belongings

### **5.13 Proper Use of Four-way Flasher System**

The four-way flasher system must be used while loading and off loading passengers, in emergency situations, at railroad crossings and when making relief stops.

### **5.14 Railroad Crossings**

The last 100 feet before a railroad crossing are to be approached at a controlled rate of speed not to exceed 15 miles per hour with four-way flashers on. When approaching any railroad crossing the Operator shall bring the bus to a complete stop in the right-hand or curb lane traffic. The Operator must be able to see the tracks clearly in both directions. Such stops will be made within 50 feet and not less than 15 feet from the nearest rail of the crossing. The Operator shall not drive over the crossing until he or she has opened the driver's window and passenger front door and looked both directions along the track for the approach of any train.

If gates protect the crossing, the stop must be made at a location that will not interfere with the crossing gates when they are lowered. The Operator must not go through, around or under any lowered railroad-crossing gate. The Operator must not raise, or attempt to raise, a railroad crossing gate for any reason.

Exception to the complete stop requirement is allowed when the crossing is protected by a police officer or railroad personnel who are on duty directing traffic.



In the event that a bus becomes stalled on the tracks, the Operator shall immediately request and assist passengers to alight to a place of safety. The Operator will then notify Dispatch to call the railroad and make every reasonable effort, under the existing conditions, to stop trains approaching from either direction.

### **5.15 Road Construction**

When operating a bus in a construction zone, Operators must use caution, reduce speed, and be prepared to stop.

### **5.16 Approaching Deep Water**

Operators must use caution when approaching deep water. Buses may not be operated through water over ten inches deep or above the axle.

### **5.17 Pedestrians**

Vehicles must always yield to pedestrians. In the event that the pedestrian signals the Operator to proceed, the Operator is not to proceed but to remain standing until the pedestrian is in the clear. Operators may not give hand signals to pedestrians or to other users of the street indicating that they may proceed.

### **5.18 Stopping for School Bus**

Operators of any vehicle must not pass a school bus from either direction when children are boarding or alighting or the school bus flasher lights are engaged. All vehicles are required to stop and wait for the school bus lights to stop flashing before proceeding. This procedure must be followed unless the roadway is divided and the school bus is stopped on the other side of the divider, or an intersection is controlled by a traffic officer or an official traffic signal.

### **5.19 Funeral Processions**

It is unlawful to drive through, or otherwise interrupt a funeral procession.

### **5.20 Fire Hoses**

It is unlawful and dangerous to drive over a fire hose unless it is covered by a hose bridge or directed by police or fire personnel.

### **5.21 Animals on Board**

Animals are not permitted on buses with the following exceptions:

- Service Animals will be allowed to enter any bus free of charge. Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. These dogs are not permitted to occupy a seat.
- If one dog is already on the bus, the Operator shall advise additional persons attempting to board with another dog of the situation. Although these dogs are trained not to be aggressive, the boarding passenger should be allowed to be the judge of the circumstance.

- If an individual boards a bus with an animal that he/she identifies as a service animal, that person must be allowed to access the bus.
- When it is not obvious what service an animal provides, only limited inquiries are allowed. Operators may ask two questions: (1) is the dog a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. Operators cannot ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.

### **5.22 Lost and Found Articles**

Articles found on the street, in the buses, or on company property must be turned in promptly. It is preferable that they be turned in on the day found, unless otherwise instructed. It will be the responsibility of the Operator to turn over lost items to Dispatch or Customer Service Personnel, unless otherwise directed, upon completion of their run.

Operators shall make no attempt by telephone or in person to contact the person whose property may have been found.

## **SECTION 6 - VEHICLE ACCIDENTS AND INCIDENTS**

### **6.00 Reporting Accidents**

Accidents will be classified as vehicular or passenger.

Accidents are defined as an occurrence in a sequence of events that produces unintended injury, property damage or death.

Passenger accidents may occur when the operator stops, turns or accelerates abruptly; emergency action taken by an operator in order to avoid an accident, mobility devices improperly fastened to the bus as well as tripping hazards left unaddressed by an operator may also lead to Passenger Accidents.

All accidents, possible claims of accidents, damage to equipment, injury and possible injury must be reported on an accident form.

Unless physically disabled due to accident injury, a complete and accurate accident form must be submitted on the day of occurrence within one hour after completion of shift. Operators may be paid up to 30 minutes to complete an accident report.

All accidents must be reported to Dispatch immediately. Employees who fail to immediately report an accident may be subject to disciplinary action up to and including termination.

Operators should, when requested, provide transit supervisory personnel any additional accident information immediately upon request. Operators must not make any statements to anyone except the police and/or company officials.

Operators must also report equipment defect(s) that may have contributed to an accident. This information must also be reported on the Vehicle Inspection Report.

### **6.01 Reporting Occurrences and Graffiti**

All non-bus related occurrences out of the norm are to be reported in writing on an Incident Report form to Dispatch upon return to the yard. An Incident is any reportable occurrence not previously defined as an accident.

The following are examples of incidents that must be reported:

- Broken or cracked windows from unknown causes
- Cut seats
- Insufficient or excessive running time
- Overloads
- Passenger altercations, disruptions
- Etc.

Incidents such as, delays, passing up passengers, removal of passenger(s), are to be reported to Dispatch immediately.

At the end of each line, Operators are required to do a walk-through and check the bus for trash and lost articles. Operators must also check the bus for damage, including graffiti. Graffiti is an act of vandalism that damages the bus. An Operator's failure to report damage to the bus will be handled through normal disciplinary procedures. If damage is found, reporting to Dispatch is to be carried out in one of the following two ways:

1. Serious damage must be reported to Dispatch by radio as soon as possible. Give dispatch an estimated time and location where the damage occurred. If the radio is not working, use the nearest telephone to contact Dispatch when the schedule allows.
2. Minor damage must be reported on the Vehicle Inspection Report. The report must include the estimated time the incident occurred, estimated location, and the area of the bus that was damaged.

### **6.02 Required Witness Report**

Operators must complete an incident report when they witness an accident, even though their vehicle is not involved. The report must be submitted upon return to the yard.

### **6.03 Requests for Assistance**

Requests for police assistance, ambulance service, or for any help must be made through Dispatch. In an emergency, Operators may request assistance of police

when the request can be made personally to officers conveniently located. Dispatch must be notified immediately.

#### **6.04 Emergency Transferring of Passengers**

When it is necessary to transfer passengers from one bus to another, passenger safety must be assured. If possible, the bus should be parked in a position clear of all traffic lanes.

#### **6.05 Required Courtesy Cards**

In the event of an accident or an incident, Operators must obtain as many Courtesy Cards as possible. Operators must start with the passenger in the rear of the bus to obtain their names and politely request that the Courtesy Card is filled out. We suggest the Operator say, "Would you please fill out this card? I am required to obtain these cards from all passengers who were on the bus at the time of the accident."

The Operator must obtain the names and addresses of as many passengers as possible, and that of the persons in the immediate vicinity. When Courtesy Cards are returned, they are to be carefully checked for legibility.

#### **6.06 At Scene of Accident**

The following procedure is to be observed at the scene of accidents:

- Note the time and exact location.
- Determine if there are passenger injuries by asking, "Are you alright?" or "Is anyone injured?" In case of injuries, protect the injured party but do not attempt to move them. Do not volunteer ambulance service or ask if an ambulance is needed unless it is obvious that such service is necessary. However, if the injured person requests an ambulance on his/her own initiative, the request must be granted immediately by calling Dispatch, who will summon the ambulance. If an ambulance is called, note the time of arrival, name of ambulance service, and the unit number. Note the badge number of any police officer at the accident scene.
- Protect the scene and prevent further injuries by placing reflective markers.
- If the accident involves another vehicle, obtain the name and address of Operator, owner and other occupants of the vehicle involved. Note the Operator's license number and insurance company.
- Obtain the make, color, model and year of the vehicle, the license number and state, extent of damage
- Pass out Courtesy Cards to bystanders and other persons who may have seen the accident. Write "non-passenger" on the cards given to bystanders.
- Make note of the number of passengers on board and distribute courtesy Cards. Use the seating chart located in the accident kit to indicate the location of each passenger. Use names on the seating chart to indicate which passenger was seated in which location.
- Call or radio Dispatch for further instruction.

### **6.07 Providing Identification at Scene of Accident**

At the time of the accident, the Operator should supply the following identification to the other party involved:

1. Name
2. Company and division
3. Vehicle number

If required, the Operator is to show his/her license to allow the other party to take any pertinent information. Whenever a law enforcement officer requests any of the above information, including employee's home address, it is to be given.

### **6.08 Assistance at Scene of Accident**

In an accident, properly identified TMDC employees should render all possible assistance to the Operator involved.

When personal injury is evident, the vehicle must not be moved until Dispatch is notified. The Operator must follow order issued by authorized supervisory personnel or a police officer.

### **6.09 Striking an Unattended Vehicle**

The Operator of any bus that collides with any unattended vehicle shall immediately notify Dispatch and await a supervisor to arrive at the scene. Every effort must be made to locate and notify the owner or driver of such vehicle and provide the Operator's name and the name, phone number and address of the Operations Facility. Or, if the owner of the vehicle cannot be located, leave in a conspicuous place on the unattended vehicle a written notice giving the name of the operator and the name, phone number and addresses of the Operations Facility.

### **6.10 Requests for Information about an Accident**

No information about an accident is to be discussed with anyone without first receiving permission from the Safety Manager. All requests for such information and receipt of a subpoena or summons are to be reported to the Safety Manger immediately.

### **6.11 Confidential Information**

The mechanical condition of equipment is not to be discussed with anyone other than transit supervisory personnel and the mechanics who are repairing the equipment. Information regarding mechanical condition is to be considered confidential and is not to be discussed within hearing of bystanders or passengers.

### **6.12 Preventable Accidents**

Operators may be subject to progressive disciplinary action for preventable/chargeable accidents. Criteria used in deciding preventability are based on guidelines established by the National Safety Council in its article, "Determining Operator Responsibility for Accidents." Decisions are made

following a review of the Operator's report, police report, insurance claim report and all other available information including:

1. Exact time and place of the accident
2. Point of impact
3. Distance and path vehicle(s) traveled before and after the accident
4. Estimated speed(s) of the vehicle(s)
5. Condition of vehicle(s)
6. Personal information about Operator(s)
7. Damage to vehicle(s) involved
8. Number and extent of injuries
9. Estimated cost of accident
10. Primary cause of accident
11. Secondary cause of accident

## **SECTION 7 - VEHICLE OPERATION**

### **7.00 Safe Operation of Public Vehicles**

The key of safe operation of public vehicles is the proper maintenance and treatment of equipment. The following vehicle operation procedures will help Operators in the daily performance of their duties. Proper operation of the bus will provide the public safe and reliable service.

### **7.01 Checking and Reporting Pre-Existing Damage to Equipment**

The Vehicle Inspection Report must be completed accurately. Any items found defective during vehicle inspection are to be reported in the Defects section on this card. Items requiring maintenance attention are to be marked on Vehicle Inspection Report.

Any defect that would put a vehicle out of service must be reported to Dispatch immediately and the vehicle must not be operated until authorized by Dispatch. Items which would put a vehicle out of service until repairs can be made are:

- Service Brakes
- Parking Brakes
- Steering Mechanism
- Lighting devices (headlights, tail lights, flashers, turn signals)
- Tires (bald, cut, etc.)
- Horn
- Windshield Wipers
- Mirrors
- Wheels and Rims (bent or broken)
- Emergency equipment (fire extinguisher, triangles)
- Wheelchair lift
- Defroster

- Seatbelt
- Air Pressure

Any delay in pullout time that may cause a delay of service is to be reported to Dispatch immediately. Dispatch must be notified of any interior or exterior damage not previously reported, before pulling the vehicle out of the yard. Damage must be reported on the Vehicle Inspection Report, both pre-existing and any that occurs during the shift.

Dispatch is to be notified before departure on route if cooling/heating systems are non-functioning.

When relieved on route by another Operator, the relief Operator must be informed of all defects. Defects that occur during operation must be reported on the Defect Card. In the event the defective item is an item which would put the vehicle out of service, Dispatch must be immediately informed.

Operators must accept a bus exchange recommended by the shop or Dispatch. Failure to comply with these instructions may lead to disciplinary action.

### **7.02 Tampering With DCTA Vehicles**

Operators must not tamper or alter normal settings of equipment such as steering wheels, heat and cold valves (those which require maintenance adjustment), retarders, governors, wheel chair securement devices or doors, fare boxes and door mechanisms. Operators must not adjust or alter the normal position or operation of any part of DCTA equipment.

Operators who attach unauthorized hooks, clips or wires or any other foreign object to their assigned vehicle may be subject to disciplinary action up to and including termination. When found, an Operator must report that information on the Vehicle Inspection Report stating the conditions in detail.

### **7.03 Displaying Proper Destination Signs**

Operators must display the proper destination signs at all times. Whenever buses are operating in non-revenue service on pullout, pull-in or deadhead trips, an "Out of Service" head sign must be displayed.

### **7.04 Starting Engines**

Before starting the bus, the Operator will check to ensure that the gearshift selector is in the neutral position and the parking brake is set. When starting the engine and building air pressure, Operators must not accelerate the engine more than one-third throttle.

### **7.05 Air Pressure**

Air pressure must be built to 90 psi before the bus is moved. If the air pressure fails to build to the required pressure, Dispatch is to be notified immediately.

### **7.06 Testing Service Brakes and Parking Brakes**

A complete air break test, which includes testing of service and parking brakes must be performed before leaving the yard. Soft and defective brakes are to be reported to Dispatch immediately. Except in an emergency caused by failure of foot brakes, the Operator must bring the bus to a complete stop before setting the parking brakes.

### **7.07 Testing and Use of Lights**

Headlights, clearance lamps and taillights are to be used at all times. All interior lights in the passenger seating area must be turned on after sunset. Commuter buses equipped with reading lights need only have one or the other lit during in-service use. It is not necessary to use interior lights during pullout, pull-in and deadhead trips.

All light circuits are to be tested one hour before sunset to allow time for replacement before use of lights is required. High beam headlights are not to be used when following a vehicle at a distance of less than 300 feet. They are not to be used when approaching an oncoming vehicle at a distance of less than 500 feet. During daylight hours, high beam headlights are to be used only in an emergency.

### **7.08 Tire Care**

Buses must be operated so that tires do not strike the curb, sharp or large objects, or any other object that could damage the tires. If tire damage occurs by striking an object, the Operator must note it on the Vehicle Inspection Report.

The Dispatcher is to be notified immediately whenever low air pressure occurs in the tires of any vehicle.

### **7.09 Driving Within the Yard**

Employees must be alert and aware whenever they are maneuvering equipment within the yard. Employees may not exceed the limit of 10 miles per hour on the Bus Operations and Maintenance Facility yard when operating any vehicle.

### **7.10 Backing**

Buses must not be backed unless there is no alternative. If backing is necessary, Operators must make certain that the movement can be made safely. Employees must use extreme caution when backing a vehicle. If possible, another employee should be asked to monitor the rear of the bus during the back-up movement.

### **7.11 Parking**

Parking is permitted only in authorized spaces. Parking in any other location within the yard is prohibited.

### **7.12 Clean Vehicles**

It is the responsibility of the Operator to make certain the interior of the bus is clean before pulling out. Operators must keep the interior of the bus free of trash at all



times. If the bus becomes soiled to the point where it could cause damage to the clothing or discomfort to the passenger, notify Dispatch. Buses must be cleaned; operator must remove trash and excessive debris before the Operator is relieved or when the bus is parked.

### **7.13 Window Ventilation**

Buses should be ventilated to conform to the weather and the comfort of the passengers and the Operator. Particular attention to ventilation should be given when the weather is humid.

### **7.14 Heating, Ventilation and Air Conditioning**

On buses equipped with automatic heating and ventilation systems, the switch is to remain in the “normal” position unless an excessive amount of hot or cold air is apparent.

All windows are to remain closed when air condition systems are in use.

It is important to remember that some buses may require as much as 30 minutes or more before a noticeable cooling or warming effect occurs.

Dispatch should be notified of any defects once all reasonable efforts are made to correctly set heating or cooling systems. If at all possible, dispatch notification of defects should occur before departure on route or as soon as possible after departure.

### **7.15 Using Controls Smoothly and Efficiently**

The controls of vehicles must be handled in a smooth and efficient manner at all times. This includes proper acceleration and proper application of the brakes, both of which are essential to safe and desirable operation. Under no circumstance is any door control permitted to be engaged for braking purposes.

### **7.16 Gauges**

Operators must monitor and observe all gauges and indicator lights at frequent intervals to be certain that they are functioning properly. It is prohibited for gauges and indicator lights to be obstructed from view in any way or at any time.

The air gauge is to be observed periodically to make certain that sufficient air pressure is maintained to operate the air brakes.

### **7.17 “Under Control” Operation of A Vehicle**

A vehicle that is operated “Under Control” is one that can be stopped safely, with normal application of the brakes, within on-half the distance to any point of danger. Bus Operators must be able to control the speed and direction of their bus, at all times. The Operator of a vehicle that is not “Under Control” will be considered a “reckless operator.” Reckless operation of a vehicle may jeopardize a Commercial Operator’s license and job.

While a vehicle is in motion, Operators must drive with both hands on the wheel. Operators may not conduct any transaction that would require the removal of both hands from the steering wheel. Further, Operators may not engage in any activity that could in any way interfere with the proper observation of traffic or the safe operation of the vehicle.

All mirrors must be properly adjusted at all times. Operators are required to inform dispatch when assistance is required for proper mirror adjustment.

### **7.18 Following Distance**

Before moving a vehicle, the vehicle ahead must be allowed to move forward at least 15 feet. Once a vehicle is underway, sufficient distance must be kept between the Operator's vehicle and the vehicle ahead to allow for a normal stop rather than an emergency stop. "Tailgating" is prohibited. The minimum distance between the bus and other vehicles, when stopped is 10 feet.

Operators must use extreme caution when driving in busy areas. The speed of the vehicle should be governed to avoid unnecessary use of the brakes. Operators must avoid unnecessary or "rough" stops-and-starts.

### **7.19 Speed/Speed Limit**

Operators must maintain scheduled time while driving at a safe and careful speed. A vehicle must not be operated in a way that would endanger the safety of persons or property. It is prohibited to operate a vehicle at a speed great than the legal or restricted speed limit.

### **7.20 Turns**

When making a right or left turn, the speed of the bus may not exceed 5 miles per hour. When making a right turn, the bus must be positioned so that no other moving vehicle can operate between the right side of the bus and the curb.

### **7.21 Curves and Dips**

Speed must be reduced sufficiently to avoid any discomfort to passengers and any damage to equipment when driving through curves and dips in the roadway.

### **7.22 Weather Conditions: The Procedure of Safety over Schedules; Windshield Wipers**

Vehicles are to be operated under control at all times.

During bad weather, heavy traffic and dangerous road conditions, safety comes before the need to keep on schedule.

If it is necessary to use windshield wipers, both wipers must be used.

### **7.23 Traffic Signals**

All vehicles must approach intersections governed by traffic signals at a rate of speed that permits the vehicle to come to a stop with normal application of the brakes. The bus should be stopped before the crosswalk.

Vehicles waiting at a signal are not to start until the signal turns green. Operators must not enter an intersection on an amber “caution” light. Buses stopped behind the limit line or crosswalk may not leave that position until the light turns green.

#### **7.24 Intersections**

At a far-side stop, the bus must clear the intersection and the crosswalk. An Operator must not enter an intersection if the bus will be unable to clear it before the signal changes.

#### **7.25 Emergency Buzzer/Check/Stop/Engine Lights**

If the check engine light or stop engine light is activated, or a buzzer sounds, the bus is to be driven as soon as possible, to the next available safe location. The Operator is to immediately advise Dispatch of the trouble and wait for instructions.

#### **7.26 Pushing and Towing**

Pushing and towing of a DCTA bus by any vehicle is forbidden unless authorized by maintenance personnel. Passengers must be requested to exit the vehicle before it is pushed or towed.

#### **7.27 Road Calls**

Before a mechanic attempts to repair a disabled vehicle, the Operator must place the shift lever in neutral and set the hand or air-operated brake. No attempt to manipulate the controls of a disabled vehicle is to be made unless specifically directed by the mechanic performing the work.

Operators are to make every possible effort to identify mechanical problems before departure in order to reduce and /or prevent unnecessary road calls.

#### **7.28 Brake Application**

Foot brakes must be applied whenever passengers are boarding or alighting. The foot brake must be used when a bus is standing without the parking brake in use.

Whenever the Operator leaves his/her seat, the parking brake must be set and the shift lever placed in the neutral or park position.

#### **7.29 Interlock Application**

Buses without interlock systems must not be driven with the front door open. Doors must remain closed until the bus comes to a complete stop. Operators must ensure that doors are completely closed and passengers are clear before the bus is moved.

#### **7.30 Grade Operation**

Exercise caution when starting vehicles on a grade to prevent the vehicle from rolling backwards after the brakes are released and before the power is applied.

Before descending a grade, Operators must reduce speed to insure that the vehicle is under control.

### **7.31 Carrying or Displaying a Weapon on DCTA Property and/or Vehicles**

It is prohibited for employees to carry or display weapons on DCTA owned or leased property and/or DCTA or contracted vehicles. Carrying or displaying a weapon while on DCTA or leased property will lead to disciplinary action up to and including termination.

### **7.32 Theft (Employee)**

TMDC has a zero tolerance policy as regards to stealing.

### **7.33 Outside Employment**

Employment with TMDC will take precedence over any other employment. If a conflict occurs between an employee's employment with TMDC, the employee will be required to terminate one job or the other.

### **7.34 Duty to Protect DCTA and Client Property**

It is the duty of every employee to protect DCTA and client property. Acts of vandalism must be reported. Employees must properly store equipment at outside locations. Employees must exercise care in the operation and use of DCTA and client equipment. All incidents involving damage to DCTA or client property must be reported to a supervisor.

### **7.35 Soliciting Money, Public Support, or Personal Information from Passengers**

The solicitation of money or public support from passengers while on duty or on DCTA or client property is not permitted without proper authorization. Operators may not permit anyone to solicit from or otherwise disturb passengers. Unauthorized materials are not to be distributed or displayed on DCTA or client property or vehicles.

Making lewd or suggestive remarks to passengers or soliciting addresses and telephone numbers is prohibited.

### **7.36 Transporting Relatives and Friends**

Family members who have a Dependent Pass may ride for free. Family members without proper identification may not ride free or beyond a layover zone.

## **SECTION 8 - PASSENGER RELATIONS**

### **8.00 General**

Operators are to be considerate and courteous in speech and manner at all times while serving DCTA customers. Operators must make every effort to de-escalate

any confrontation with passengers or potential passengers. Operators may not instigate confrontations with passengers, pedestrians or operators of other vehicles.

### **8.01 Customer Complaints**

All customer complaints are reviewed by supervisory staff to determine validity. When the investigation reveals that a complaint is valid, the Operator may be subject to disciplinary action.

### **8.02 Conversation with Passengers**

Operators are to avoid all unnecessary conversations with passengers when the bus is in motion. This will decrease the potential for accidents by insuring the Operator's attention to the road. Passengers' questions may be answered briefly and politely. An Operator must not allow his/her attention to be taken from the traffic and the safe operation of the vehicle.

### **8.03 Providing Information to Passengers**

Operators should be familiar with the areas in which they operator the bus. This will allow them to be helpful and informative when passengers request information. Whenever an Operator is unsure of the answer, it should be suggested politely that the passenger call for route information and be given the telephone number. Under no circumstances is an Operator permitted to knowingly give incorrect information to a passenger.

### **8.04 Disagreement about Fares and Transfers**

Operators should make a reasonable effort to collect the correct fare. If a disagreement with a passenger concerning the correct fare or the validity of a transfer occurs, Operators should report problems to supervisor staff. Operators may not be confrontational. Passenger and Operator safety while providing excellent customer service is the first priority.

### **8.05 Detaining Passengers**

An Operator may not attempt to keep passengers from leaving the bus unless it is to protect them until it is safe for them to leave. The safety of passengers and the Operator is the primary concern. An Operator must never attempt to detain lawbreakers.

### **8.06 Removal of Passengers**

The Operator must call dispatch when a passenger needs to be removed from the bus. The dispatcher will dispatch a field supervisor or the local police department; while waiting at the location the operator must open both doors so that if the passenger wants to exit the bus he/she may. The safety of the other passengers and the Operator is a primary consideration. It is also important to consider the safety of the passenger being removed. If the passenger remains of the bus he/she must not be removed until a supervisor or local law enforcement is on location.

Whenever an Operator observes or hears passengers behaving destructively or offensively, the passenger should be requested to stop the offending behavior. If the passenger does not respond to this request, the passenger should be requested to leave the bus. However, the Operator must use good judgment. If an Operator believes that a situation could become a safety threat, he/she should not say anything to the offensive passenger.

If it is possible to obtain assistance from a Field Supervisor or law enforcement officer without placing anyone in jeopardy, the Operator should attempt such aid.

Passengers are never to be left in unsafe or uninhabited areas. Small children, the elderly or disabled must not be removed. These passengers should be turned over to the custody of a police officer or a supervisor. Passengers are not to be removed forcibly.

An Operator must complete an incident report whenever a passenger is requested to leave the bus. The report must include the Courtesy Cards obtained. It is in the Operator's best interest to collect as many Courtesy Cards from the passengers as possible. The report must be turned in at the end of the shift.

#### **8.07 Refusing Transportation to Potential Passengers**

Operators may, but must first contact dispatch when refusing transportation to any individual or group of individuals who are behaving offensively or who could imperil the safety and/or comfort of other passengers.

If an Operator refuses service to a potential passenger, the refusal must be accomplished as discreetly and quickly as possible. Dispatch is to be notified and an incident report submitted at the end of the shift. This practice is in the Operator's best interest and will assist Transit staff in answering questions from the public and the client.

#### **8.08 Boarding / Alighting Passengers**

When an elderly or disabled passenger boards, the Operator must not move the bus until he/she is seated. All passengers, except elderly and disabled, should be requested to use the rear exit door when departing a bus in local service. This request will help passengers boarding and in maintaining schedules.

At layovers and rest stops, operators must make every effort not to leave passengers unattended on DCTA vehicles. In the event that it becomes absolutely necessary, the following precautions must be taken;

- a. Emergency brakes must be set and gear placed in neutral.
- b. Doors are to be kept open unless weather conditions make it necessary to close doors.

#### **8.09 Passengers Standing Forward Of the White/Yellow Line – Passenger Loads**

State and Federal regulations prohibit the operation of transit coaches when passengers are forward of the white/yellow line. For the safety of our passengers, all Operators must enforce this regulation.

Every effort must be made to ensure that all available standee space is taken before passing up passengers. Passengers should be instructed firmly, but politely, to move all the way to the back of the bus. Operators who purposely pass up passengers may be subject to disciplinary action.

Passengers who block the aisle unnecessarily should be directed to move toward the back so as not to obstruct the view of the Operator.

When an elderly or disabled person is standing because there are no vacant seats, the Operator should direct an able bodied person to move to make a seat available.

Employees riding free of charge must not occupy a seat when paying passengers are standing.

### **8.10 Smoking on Buses**

State law prohibits smoking on public transportation vehicles. Operators should inform any passenger who attempts to smoke on board or tries to board with a lighted cigarette, cigar or pipe. If the passenger refuses, the Operator should not persist to the point of creating a situation that would jeopardize the safety of the Operator or of other passengers. If a confrontation does occur, the Operator is to seek help immediately from supervisor or law enforcement officer. Such incident must be reported on the day of occurrence in an Incident Report.

The Operator is never to take unnecessary risks in attempting to enforce this or any other regulation.

### **8.11 Beverages and Food On Board – Passengers**

Occasionally, passengers' will attempt to board a bus with food or beverages in hand. When this happens, the Operator should politely ask them to discard the items or wait for the next scheduled bus. Allowing these passengers on board creates problems with sticky seats, messy floors, etc., causing discomfort to other passengers. If the passenger insists on bringing open food or beverages on board, Dispatch should be notified immediately.

No passenger may bring any open alcoholic beverage containers on board any DCTA vehicle at any time. Containers must be discarded outside the DCTA vehicle before the passenger can be boarded.

### **8.12 Playing Radios – Passengers / Drivers**

Playing radios on DCTA vehicles is prohibited. The Operator should direct the passenger to stop playing the radio. If the passenger insists on playing the radio, Dispatch should be contacted immediately.

### **8.13 Passing a Stop**

Before passing a stop, the Operator must decide if any passengers wish to board or alight, if a passenger is carried beyond his/her stop because of Operator error, the Operator should stop at the next bus stop. The Operator should then offer the passenger an emergency transfer back to the desired destination.

If a passenger mistakenly boards the wrong bus, the Operator should allow the passenger to alight at the next stop and offer an emergency transfer to the desired destination.

### **8.14 Passing Other DCTA Buses**

On two lane roads, operators may not pass another bus traveling in the same direction. Operators may not travel side by side with other buses.

### **8.15 Off-Route Trips – Passengers**

Passengers are not permitted to ride the bus during pull-in, pull out or off route trips. This regulation does not apply to authorized personnel going to or from work or law enforcement officers.

### **8.16 Unofficial Stops**

When an emergency arises that requires the Operator to stop at a location other than an official stop, extreme caution must be exercised.

### **8.17 School Zones**

Operators must use extreme caution when passing through a school zone. The Operator must observe all signs, police officers, and all other persons involved in school traffic safety. Children may be present in school zones at times when school is not in session. Therefore, operators should reduce speed while in a school zone regardless of time of day.

### **8.18 Baggage and Packages**

Passengers are only permitted to carry on board ordinary hand baggage and small packages and articles that will not inconvenience other passengers. Hand carried articles must not interfere with the entrance, exit free use of the aisles, or in any way hinder the safe operation of the bus. Operators must not assume responsibility for articles or baggage.

The following articles may not be brought on board the bus at any time:

- Glass and sharp objects not properly sheathed;
- Oversize bundles and packages; (Oversized packages are those that block aisles and/or impede the safe loading or off loading of passengers.
- Fishing poles;
- Explosives;
- Corrosives (i.e., batteries)
- Inflammables; and
- Any other dangerous articles likely to endanger the safety of passengers



- Motion picture and photographic film may be transported provided they are encased in safety containers.

### **8.19 Firearms**

DCTA does not allow unlawfully carried handguns, weapons, or any other items intended for use as a weapon in or on any DCTA facility or vehicle.

### **8.20 Bicycles on DCTA Vehicles**

- DCTA transports only single-seat, two-wheeled, non-fueled bicycles on its vehicles. Oversized, tandem or fueled bicycles (including motorbikes and mopeds) and trailers are not permitted on any vehicle, and bicycles with solid wheels are not allowed in bike racks on DCTA buses.
- Limited bicycle storage is available on DCTA vehicles. DCTA encourages cyclists to consider parking their bicycles in racks rather than taking them on the vehicle.
- For safety reasons, the operator will not leave the bus to assist with the loading or unloading of bicycles.
- Bicycle racks can only carry two bikes at a time and are to be available on a first-come, first-serve basis.
- Bicycle storage at DCTA park and rides and facilities is available free of charge on a first-come, first-serve basis.
- Bicycles may be loaded or unloaded from any DCTA stop or transfer point at any time.
- The effects of bicycle loading and unloading will be assessed periodically to determine if changes should be made to maintain or improve transit operations and safety of cyclists.
- DCTA allows bicycles on its vehicles with the following limitations:
- Any number of folding bicycles is allowed inside any DCTA vehicle at any time.
- Storing bicycles in the priority seating areas for elderly and disabled riders on any vehicle is prohibited.

#### **8.20.1 Bicycles at DCTA Transit Facilities**

- Bicycle racks at DCTA Transit facilities are available free of charge on a first-come, first-serve basis.
- Where bicycle racks are not available, bicycles must be not restricting pathways and exits.
- Bicycles may be parked at DCTA facilities for no more than 72 hours, after which they may be removed.

### **8.22 Strollers – Grocery Carts**

Previous practice dictated that passengers traveling with strollers or foldable carts had to fold them up before boarding a bus. This policy has been revised and passengers may now board a bus without folding up strollers or foldable carts.

- It is the responsibility of the passenger to ensure that their stroller or foldable cart does not interfere with the safety or comfort of another passenger. They must also ensure they are in care and control of their stroller or foldable cart at all times.
- If a stroller is too large to fit safely out of the aisle way, or if a passenger has too many items hanging from the stroller, they will not be allowed to board the bus. Oversize strollers will not be allowed on the buses. An oversize stroller is anything larger than a single stroller and includes jogging strollers.
- Passengers traveling with a stroller or foldable cart must be able to board and disembark without assistance from the bus operator.
- Passengers traveling with a stroller or foldable cart may utilize the space designated for wheelchairs or scooters. However, should a passenger with a disability board the bus, they will be given priority for this space.
- When the seats are occupied or requested by seniors or persons with disabilities, persons traveling with a stroller or foldable cart will have to move to another location on board the bus. When asked to move to another location, they may also be requested to fold up their stroller or foldable cart to ensure that they keep the aisle clear.
- If the passenger has not yet boarded the bus and the accessible seating is occupied, the passenger traveling with the stroller or foldable cart may be requested to wait for the next available bus. The bus operator has complete discretion, if they feel that the stroller or foldable cart is compromising safety or passengers, to request the passenger move the stroller or foldable cart to a safe location.

## **SECTION 9 - FARES, TRANSFERS AND TICKETS**

### **9.00 General**

This section outlines procedures for the proper handling of fares, transfers, tickets and all equipment involved in fare collection.

### **9.01 Farebox Responsibilities and Procedures**

Operators assigned to routes on which fare collection is required must make every reasonable effort to collect the correct fare for each passenger. Farebox procedures will vary depending on the style of fare box. Operators may only deposit fares for persons who request assistance. Do not assist without permission.

Before assuming responsibility for any vehicle equipped with a farebox, all operators must check to insure the farebox is in working order. Dispatch is to be notified of any farebox defect that might inhibit the proper collection of fares. Farebox defects must be reported on the Vehicle Inspection Report. Operators are responsible for inserting fare boxes before departure on route and removing and returning them to Dispatch for Fare boxes.

### **9.02 Tampering With the Farebox**

Any form of tampering with the farebox may lead to disciplinary action up to and including termination.

### **9.03 Child Passengers**

Children may ride DCTA buses unattended. All children should be seated at all times while the bus is in motion. Notify dispatch in the event that children who are less than 10 years of age board the bus unattended. Dispatch will note the time and location of the child for identification purposes. Operators should also notify Dispatch of the time and final destination for unattended passengers under the age of 10. Operators should report any suspicious behavior and be watchful for the safety of all child passengers.

### **9.04 School Fares and Student ID Cards**

Students may ride at the reduced student fare. To qualify, students must show a valid school ID card. Students 12 years of age and younger are not required to show ID.

### **9.05 Transfer Policies**

Each Operator is responsible for following transfer policies. These policies are provided in a separate handout.

## **SECTION 10 - RADIO COMMUNICATIONS**

### **10.00 General**

This section contains specific guidelines for the use of Two-Way Radio communication system. The system is for the purpose of providing ongoing communication between Operators and Dispatch to maintain reliable service and to respond quickly in emergency situations.

Operators must read this section carefully and follow instructions on the use of the radios.

Radio use must be kept to a minimum and used for specific communications.

The radio system may only be used by authorized personnel.

The radio is never to be opened or tampered with by anyone.

### **10.01 TMDC Policy for Radio Communication System Use**

TMDC policy requires that all radio communication be conducted in English and prohibits the use of obscene, indecent or profane language. In addition, unauthorized disclosures or use of messages and superfluous, false or deceptive signals or communication violate TMDC policy. Messages may be transmitted and received while the bus is in motion, if it is safe to do so. When necessary, the Operator is to wait until conditions are safe before answering or calling Dispatch.

## **PERFORMANCE CODE AND DISCIPLINE SCHEDULE**

### **PERFORMANCE CODE – INFRACTIONS**

#### **APPLICABILITY**

Any person subject to this code who commits, causes, or aids and abets in an infraction listed in this section will be considered in violation of the code and subject to the penalties contained in this section. Any person subject to the code, who acts with specific intent to violate a provision of the code, even though the act fails to affect the violation, will be subject to the penalties applicable as if the attempt had affected the infraction. Conduct or performance which is negative, disruptive, disparaging or inconsistent with Transit Management of Denton County's commitment to delivering safe, quality service to our customers and our organization, which is not specifically listed in this section and which is not necessarily included within a listed infraction may be regarded as violations of the article that describes those infractions to which the conduct or performance deficiency in question is most closely related in severity.

#### **SECTION 11 – CLASS 1 INFRACTION**

Certain misconduct can result in immediate termination of employment without progressive discipline. The following are examples of this type of misconduct; they are considered Class 1 infractions:

**11.01 Unauthorized Possession, Misappropriation, Loss, Destruction or Damage – Property** – A Class 1 infraction occurs when an employee either on duty or off duty takes, misappropriates, willfully damages or destroys or diverts, or through gross negligence loses or destroys any property of Denton County Transportation Authority, it's employees, clients, clients employees or patrons, or other persons on or near DCTA property or equipment.

**11.02 Dishonesty/Theft/Embezzlement** - A class 1 infraction occurs when an Operator mishandles fares or other receipts or purposely fails to collect or attempt to collect the correct fare.

A class 1 infraction occurs if an employee either while either on or off duty takes, diverts, or misappropriates any DCTA money or other receipts properly due the Company.

**11.03 Use or Possession of Weapons, Explosives and Firearms** – A class 1 infraction occurs if an employee uses or is in possession of weapons, explosives or firearms while on duty or while on DCTA property or equipment.

**11.04 Use of Threat or Force** – A class 1 infraction occurs if any assault is aggravated using a weapon or other means of force likely to produce death or grievous bodily harm, or if the employee assaults any other employee. A threat of force will be considered a class 1 infraction.

**11.05 Alcohol, Drugs and/or Intoxicants** – Persons subject to this code will be found in violation of this article if they are under the influence of, use, offer for sale, purchase, or in possession of alcoholic beverages, habit-forming drugs, narcotics or other controlled substances while on duty or on DCTA property or equipment, or if they are incapacitated to perform assigned duties through prior indulgence in same.

**11.05.1** – Employees must submit to a medical examination if requested by management. Refusal or failure to abide by this request will be regarded as insubordination, a class 1 infraction.

**11.05.2** – A Class 1 infraction occurs if an employee tests positive for alcohol or prohibited substances as a result of a random test, post-accident test, or any other Company-required alcohol or drug test.

**11.05.3** – A Class 1 infraction occurs if an employee possesses or uses alcoholic beverages, habit-forming drugs, narcotics or other controlled substances while on duty on DCTA property or equipment, or when an employee is under the influence of, or impaired by, such intoxicants while on duty.

**11.05.4** - Persons subject to this code will be found in violation of this article if they have used alcoholic beverages, habit-forming drugs, or other controlled substances during the prior eight hours before reporting for duty.

**11.05.5** - A Class 1 infraction occurs when an employee reports for work but is incapable of performing assigned duties because of prior indulgence in intoxicants.

**11.05.6** - A Class 1 infraction occurs when an employee fails to report his/her arrest and charge for DUI while off duty prior to his/her next job shift.

**11.05.7** - A Class 1 infraction when an employee violates any term or condition of TMDC or DCTA Drug and Alcohol Policy.

**11.06 False Official Statements Or Failure To Report**

**11.06.1** - A Class 1 infraction occurs if an employee submits a false report, record, application or other official document, or makes any false official statement pertaining to qualification for employment, pay or benefits, or the performance of duties.

**11.06.2** - A Class 1 infraction occurs when an employee fails to submit an accident report or other reports as required.

**11.06.3** - A Class 1 infraction occurs if an employee fails to immediately report any traffic or parking citations received while on duty. All traffic accidents or moving violations issued while off duty must be reported prior to his/her next job shift.

**11.06.4** - A Class 1 infraction occurs if an employee orally misrepresents facts in response to an official inquiry or prepares or signs any report or official document of TMDC or DCTA, which the employee knows to contain any false statements or information.

**11.07 Mismanagement Of Fares, Stock**

A Class 1 infraction occurs when the employee fails to protect the stock of tickets, passes and transfers when leaving the bus, unnecessarily handles the fares, or fails to turn in canceled passes, tickets or transfers when required.

**11.08 Indecent, Lewd Or Vulgar Conduct**

A Class 1 infraction occurs when an employee makes improper advances toward another person or engages in sexual acts while on duty or on DCTA property or equipment.

**11.08.1** - A Class 1 infraction occurs when an employee maliciously uses obscene words or gestures or engages in indecent, lewd and/or vulgar conduct while in contact with the public or other employees.

**11.09 Contempt Of Authority**

A Class 1 infraction occurs when an employee responds insubordinately (refuses to perform) to a proper order or instruction from a supervisor or management person.

**11.09.1** - A Class 1 infraction occurs when an employee incites or participates in an illegal work stoppage or slowdown.

**11.10 Unauthorized Use/Operation of Vehicles**

A Class 1 infraction occurs when an employee willfully drives a TMDC or DCTA vehicle without a valid license, takes any vehicle from the garage without proper authority or for an unauthorized purpose, or allows any unauthorized person or persons to operate a Company vehicle.

**11.11 Use Of Physical Force**

A Class 1 infraction occurs when an employee physically assaults any person while on duty or in connection with TMDC or DCTA business, or while on or near TMDC or DCTA property or equipment.

**11.12 Gambling Speculation, Game Of Chance**

A Class 1 infraction occurs if an employee engages in any game of chance, risk or speculation including, but not limited to, cards or dice while on duty or on TMDC or DCTA property or equipment. The playing of recreational games of cards, dominos, chess, checkers, etc., is permitted.

**SECTION 12 – CLASS 2 INFRACTIONS**

These infractions are considered a serious primary violation of the TMDC performance code. Almost without exception, they are willful occurrences or incidents under complete control of the employee. The following are examples of Class 2 infractions.

### **12.01 Unauthorized Absence From Assigned Duty**

A Class 2 infraction occurs when an Operator fails to report ready for work at the designated place unless the Operator has been replaced by the Dispatcher and excused by proper authority.

**12.01.1** - A Class 2 infraction occurs when an employee fails to report ready for work unless the proper authority has excused the employee.

**12.01.2** - A Class 2 infraction occurs when an employee reports sick under false or questionable circumstances.

**12.01.3** - A Class 2 infraction occurs when employees exchange work assignments without proper authority, or when employees absent themselves from duty without leave and without prior notification to a supervisor or manager.

**12.01.4** - A Class 2 infraction occurs when an employee who has reported to work fails to remain at his/her assigned duty until properly relieved or excused.

### **12.02 Personal Conduct**

A Class 2 infraction occurs when employees conduct themselves in an unbecoming manner with the public or other employees.

### **12.03 Refusing To Perform**

A Class 2 infraction occurs when an employee refuses to drive a mechanically-safe vehicle as assigned.

**12.03.1** - A Class 2 infraction occurs when an employee is uncooperative in attitude or conduct toward a supervisor or manager.

### **12.04 Invalidated/Expired License**

A Class 2 infraction occurs when an Operator, or employee in a job requiring a CDL license or medical examiners certificate, allows his/her license or certificate to expire or other wise become invalid, thereby preventing TMDC from utilizing the Operator or employee on job assignments until a proper license is obtained.

### **12.05 Properly Assigned Vehicle**

A Class 2 infraction occurs when an Operator, or employee in a job requiring a CDL license, negligently takes a vehicle from the yard other than the vehicle to which he/she is properly assigned.

### **12.06 Accident/Occurrence/Incident/Reporting**

A Class 2 infraction occurs when an employee fails to properly and immediately notify a supervisor or manager of any personal injury or damage to property incurred while on duty or on TMDC property or equipment.

An accident compounded by other violations of this code constitutes a Class 2 infraction.

### **12.07 Failure To Complete Assigned Route/Trip**

A Class 2 infraction occurs when an Operator fails to operate over an assigned route, turns back, or fails to complete a trip without permission.

### **12.08 Improper Operation**

A Class 2 infraction occurs when an employee engages in careless driving or allows a passenger to alight from a moving coach.

**12.08.1** - A Class 2 infraction occurs when an employee fails to operate any DCTA vehicle in a consistently safe manner thereby endangering themselves or passenger.

**12.08.2** - A Class 2 infraction occurs when an employee intentionally abuses equipment or property.

### **12.09 Operator Schedule Response**

A Class 2 infraction occurs when an Operator leaves the yard or terminal late or ahead of time without permission from Dispatch or Supervisor.

**12.09.1** - A Class 2 infraction occurs if the Operator intentionally runs behind schedule or fails to report a delay of schedule.

### **12.10 Leaving The Vehicle**

A Class 2 infraction occurs when an Operator leaves the coach and fails to shut off the engine and fails to put the vehicle in park or neutral gear and apply the parking brake.

### **12.11 Non-Uniform Attire**

A Class 2 infraction occurs when an employee wears civilian attire or a visible non-uniform item when on duty, except as authorized.

### **12.12 Passenger Public Relations**

Persons subject to this code will be found in violation of the article if they conduct themselves in a manner that can damage the reputation of TMDC or DCTA. This comprises all infractions not mentioned specifically which are prejudicial to good order and discipline or may bring discredit upon TMDC or DCTA.

**12.12.1** - A Class 2 infraction occurs when an Operator engages in an argument with a passenger or when the Operator leaves the driver's seat to participate in an altercation with a passenger, pedestrian, or other motorist.



### **12.13 Schedule Deviations**

A Class 2 infraction occurs if an Operator is running ahead of schedule without official authorization or causes an unnecessary delay of schedule.

### **12.14 Tobacco**

A Class 2 infraction occurs if an Operator uses tobacco while on the coach.

### **12.15 Improper Radio Use**

A Class 2 infraction occurs when proper 10-codes are not used in all radio transmissions.

## **SECTION 13 – CLASS 3 INFRACTIONS**

These infractions are considered a major secondary violation of TMDC performance code. An intelligent and conscientious observance of all rules and regulation is necessary to deserve and maintain the support of the public and build a good record. Although these occurrences or incidents are under control of the employee, the first offense may result in a written reprimand. The following are examples of Class 3 infractions.

### **13.01 Criticism Or Suggestions**

A Class 3 infraction occurs when an employee discusses or criticizes Company business with the public.

**13.01.1** - A Class 3 infraction occurs when an employee fails to bring criticism or suggestions to supervisory personnel and instead discusses them with other employees.

### **13.02 Operator – Passenger Courtesy**

A Class 3 infraction occurs when an Operator passes up passengers, fails to wait for connections, or fails to yield his/her seat when riding as a passenger or observer to a paying passenger when no other seats are available.

**13.02.1** - A Class 3 infraction occurs when the Operator fails to give satisfactory information to passengers, discharges or loads passengers other than in accordance with current instructions.

**13.02.2** - A Class 3 infraction occurs if an Operator responds discourteously to a passenger, intentionally carried passengers beyond their destination, fails to call transfer points and intersections, or fails to wait for elderly, disabled or infirmed passengers to be seated before moving the coach.

### **13.03 Incomplete, Late, Improper or No Report**

A Class 3 infraction occurs when an Operator submits a bad order report on a vehicle which is subsequently found to be in good operating condition or turns in an incomplete vehicle inspection report.

**13.03.1** A Class 3 infraction occurs when an employee fails to report defective equipment.

**13.03.2** - A Class 3 infraction occurs when an Operator fails to submit a properly completed accident/incident report or fails to obtain available witnesses and collect courtesy cards at the scene when involved in an accident or incident.

**13.03.3** - A Class 3 infraction occurs when an Operator fails to accurately complete and promptly submit any reports required and/or are instructed to submit by Supervisor or Dispatch.

#### **13.04 Failure To Seek Or Obey Supervisor's Orders**

A Class 3 infraction occurs when an employee fails to seek or obey a supervisor's order in case of an accident, disabled vehicle, special assignment, or other extraordinary situation or delay.

#### **13.05 Unauthorized Financial Transaction Solicitations**

A Class 3 infraction occurs when an employee sells or offers for sale any goods or service to other employees, patrons, or visitors to TMDC or DCTA property or equipment, except on the authorized bulletin board in the Operator's lounge area.

**13.05.1** - A Class 3 infraction occurs when an employee solicits or collects contributions regardless of the intended purpose, unless he/she has first obtained authorization from management.

#### **13.06 Mismanagement Of Fares, Accountability Failure**

A Class 3 infraction occurs when an employee issues an incorrect or improper transfer, fails to honor a correct transfer, or fails to clear the fare box inspection plate.

**13.06.1** - A Class 3 infraction occurs when the Operator fails to properly account for passengers and fares when requested to do so.

#### **13.07 Improper Vehicle Operation**

A Class 3 infraction occurs if an Operator uses door interlocks in place of parking brake, blocks a lane or intersection, indulges in excessive conversation while coach is in motion, baby-sits on duty or leaves driver's seat while passengers are alighting.

**13.07.1** - A Class 3 infraction occurs when an employee violates any published rule for safe and courteous operation of vehicles including, but not limited to, traffic ordinances. Violations include following too closely, having the door open while vehicle is in motion, failing to stop at railroad crossing, or otherwise being inattentive to driving.

**13.07.2** - A Class 3 infraction occurs when an Operator fails to come to a complete stop at yield signs.

**13.08 Improper Vehicle Parking**

A Class 3 infraction occurs when an Operator leaves the coach to conduct personal business.

**13.09 Unauthorized Radio/Cellular Phone Use**

A Class 3 infraction occurs when a Company-owned radio or cellular phone is used for non-Company business. Any usage charges to the Company will be deducted from the employee's paycheck.

**13.10 Improper Uniform Use**

A Class 3 infraction occurs if the employee is wearing the uniform improperly while on or near TMDC property, either on or off duty.

**13.11 Carrying, Playing, Listening To Audio Device On Duty**

A Class 3 infraction occurs if an Operator has in his/her possession or uses any personal radios, recorders, or any audio or visual devices while on duty.

**13.12 Offensive Personal Conduct**

A Class 3 infraction occurs when an employee relieves the "call of nature" on or near DCTA property or equipment, or in any public place other than a restroom.

**SECTION 14 - CLASS 4 INFRACTIONS**

These infractions are considered a lesser secondary violation of the TMDC performance code. Although the first offense generally triggers a verbal reprimand and the second offense usually brings a written reprimand, it should be noted that repeated violation lead to dismissal. The following are example for Class 4 infractions.

**14.01 Operator On-Coach Management**

A Class 4 infraction occurs when an Operator keeps doors closed at terminals to keep prospective passengers off the coach; carries passengers or relatives for the purpose of visiting; allows passengers to smoke, eat or drink while on the coach; or fails to request passengers to move away from the entrance door and front vestibule.

**14.01.1** - A Class 4 infraction occurs if an Operator eats/drinks anything while on the coach, except at the end of the line.

**14.01.2** - A Class 4 infraction occurs when an Operator fails to make an effort to wait for a passenger attempting to obtain change.

**14.01.3** - A Class 4 infraction occurs when an Operator fails to carry necessary supplies and a reliable timepiece while driving the coach.

**14.02 Irresponsible Vehicle Operation**

A Class 4 infraction occurs when an Operator uses the horn excessively or fails to use the horn when required, or places unauthorized articles on the dash or fare box.

**14.02.1** - A Class 4 infraction occurs when an Operator passes another TMDC coach in service in a restricted district or inadvertently takes the wrong coach from the yard.

**14.02.2** - A Class 4 infraction occurs when an Operator fails to turn on exterior and interior lights during hours of darkness or fails to display proper destination signs.

**14.03 Uniform Appearance, Display**

A Class 4 infraction occurs when an employee reports for duty in an improper uniform, presents an untidy appearance of person or uniform or improperly displays uniform articles, Company emblem, or authorized pins and badges.

**14.04 Irresponsible Parking**

A Class 4 infraction occurs if an employee parks a personal vehicle in a restricted area location on TMDC or client property.

**14.04.1** - A Class 4 infraction occurs when an Operator fails to park a coach in the assigned location or improperly parks the coach, or when the Operator fails to shut off the engine at the end of the line when the layover is longer than 30 minutes.

**14.05 Administrative**

A Class 4 infraction occurs if an Operator fails to provide TMDC with current address and telephone number or fails to inform TMDC of changes in status of dependents for insurance coverage, litters the operator’s lounge area or restrooms, or uses tobacco in restricted areas of the property or on equipment.

**14.05.1** - A Class 4 infraction occurs when an Operator fails to read notices and bulletins and is not making an effort to stay informed.

**Section 15 – EQUIVALENCIES FOR SAME CLASS OF INFRACTION**

Class of Infraction	Termination	3-Day Suspension	1-3 Day Suspension	Written Warning	Verbal Warning
1	1 <sup>st</sup> Offense	-----	-----	-----	-----
2	2 <sup>nd</sup> Offense*	1 <sup>st</sup> Offense	-----	-----	-----
3	3 <sup>rd</sup> Offense*	-----	2 <sup>nd</sup> Offense*	1 <sup>st</sup> Offense	-----

4            4<sup>th</sup> Offense\*    -----    3<sup>rd</sup> Offense\*    2<sup>nd</sup> Offense\*    1<sup>st</sup> Offense

\*Within 12 months of first offense.

**MULTIPLE WRITTEN REPRIMANDS AND/OR SUSPENSIONS**

The previous article relates to repeated occurrences of the **same class** of infractions. This section outlines appropriate discipline when an employee receives a multiple number of written reprimands and/or suspensions for **different classes** of infractions.

**Written Warning**

**Third written warning within 12 months** – The third written reprimand within 12 months will invoke the same discipline as a first offense Class 2 infraction.

**Fourth written warning within 12 months** – The fourth written warning within 12 months will be cause to terminate the employee.

**Suspensions**

**Second suspension** – An employee receiving a second suspension within 12 months for different infractions will receive a written warning that future suspensions, for any reason, will result in severe discipline up to and including termination.

**Third suspension** – An employee eligible for a third suspension within 12 months for different infractions will be a candidate of termination. Repeated and mixed violations of Class 2, 3 and 4 infractions are of such serious nature that the employee is usually regarded as being beyond the scope of progressive discipline.

NOTE: discipline by TMDC for moving violations is separate and apart from the penalty or penalties that may be legally imposed.

**SECTION 16 – EMPLOYMENT DISCIPLINE FOR MOVING VIOLATIONS (other than serious traffic violations):**

<b>Violation</b>	<b>Action</b>
One violation	Written warning
Two violations within any 36-month period	Suspension of three days and 1 year probation
Three violations within any 36-month period	Termination

**Serious Traffic Violations:**

<b>Violation</b>	<b>Action</b>
------------------	---------------

First violation	Written warning
Second violations within any 36-month period	Disqualified for 60 days
Three violations within any 36-month period	Termination

Serious traffic violations are as defined by the Federal Office of Motor Carrier Safety Regulations part 383.5:

- Excessive speeding involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
- Reckless driving, as defined by state or local law or regulation including, but not limited to offenses of driving a commercial motor vehicle in willful or wanton disregard for the safety of persons or property;
- Improper or erratic lane changes;
- Following vehicles ahead too closely; or
- A violation arising in connection with a fatal accident of state or local law relating to motor vehicle traffic control (other than parking violation).

## **SECTION 17 – PREVENTABLE ACCIDENTS**

### **17.0 Determination of Accident Preventability**

Using the corresponding National Transportation Institute Guidelines, the Safety Manager is responsible for determining whether an accident is rated “preventable” or “non-preventable.” The Director of Operations is responsible for taking appropriate disciplinary action based on the determination of preventability for all accidents.

Preventable Accident – As per the National Safety Council, when contact other than with the tires meeting the road occurs and the driver fails to do everything that they reasonably could have done to avoid the collision.

### **17.1 Grades of Accident Severity**

Preventable accidents will be graded by severity as follows:

- A. Minor
  - a. No bodily injury
  - b. No damage to vehicle/Estimated cost for repair up to \$1000
    - i. Examples - Mirror rubs, bumper or panel “marked” but not dented or broken, etc.
- B. Standard
  - a. Possible injury not removed from scene
  - b. No vehicles towed

- c. Estimated damage less than \$2,000 for parts and labor
- d. Passenger Accidents\*

\*Per the National Safety Council:

*“Passenger accidents in any type of vehicle are preventable when they are caused by faulty operation of the vehicle. In the event that the operator stops, turns or accelerates abruptly, the accident should be deemed preventable. Emergency action taken by the operator to avoid a collision should be evaluated carefully to determine if proper driving prior to the emergency would have eliminated the need for the evasive maneuver.”*

### C. Serious

- a. Meets FTA guidelines for drug/alcohol testing
  - i. An individual suffers bodily injury and immediately receives medical treatment
  - ii. One or more vehicles incurs *Disabling Damage*\*
- b. Estimated damage to vehicle is more than \$2,000 for parts and labor

\**Disabling Damage* is defined as damage that precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated, but would have been further damaged if so operated.

### **17.2 Disciplinary Action for Preventable Accidents**

Disciplinary action for standard and serious preventable accidents will be determined as follows:

#### **1st preventable:**

Written reprimand, Letter of explanation, Retraining

#### **2nd preventable within a 24-month period:**

3-day unpaid suspension, Letter of explanation, Retraining

#### **3rd preventable within a 24-month period:**

5-day unpaid suspension, Letter of explanation, Retraining

#### **4th preventable within a 24-month period:**

Termination

The above guidelines are based on a “standard” preventable accident. For the purpose of discipline, two minor preventable accidents will equal one standard preventable accident.

### **17.3 Company Rights**

The Company reserves the right to evaluate all accidents and administer more severe disciplinary action on accidents that have unsafe or hazardous

circumstances surrounding these occurrences. This evaluation will be done on a case by case basis. The Company also reserves the right to take disciplinary action when an employee's accident record is deemed negligent.



## **Transit Management of Denton County Employee Handbook Acknowledgement & Receipt**

By signing, I acknowledge receipt of the TMDC Employee Handbook. I understand that it is my responsibility to familiarize myself with the contents of the handbook and to comply with the outlined policies and procedures. Violation of company policies or procedures may result in disciplinary action up to and including termination of employment.

I further understand that the handbook describes certain work rules of TMDC and does not constitute a formal contract of employment. The handbook is the property of TMDC and shall be returned to the Company if I leave this assignment for any reason.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## NTMC Board Meeting Memo

May 10, 2019

SUBJECT: Discussion and Adoption of NTMC Financial Policies, Resolution No. 2019-N006

### **Background**

The North Texas Mobility Corporation (NTMC) is a local government corporation established by the Denton County Transportation Authority (DCTA), approved by the DCTA Board of Directors on February 28, 2019 and recognized by the Office of the Secretary of State as of April 1, 2019.

NTMC Financial Management Policies are presented to the Board for review after the start of each fiscal year but prior to the start of the next year's budget process.

The Investment Policy is included in the Financial Management Policies document. The Texas Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act") governs investment of public funds and requires that the Board of Directors review and adopt the Investment Policy annually.

### **Identified Need**

This action is required to fulfill the requirement for an annual review and approval of the financial policies.

### **Recommendation**

It is recommended for the NTMC Board of Directors to approve the financial policies as presented.

### **Exhibits**

Resolution No. 2019-N006 Approving the NTMC Financial Policies

**NORTH TEXAS MOBILITY CORPORATION  
RESOLUTION 2019-N006**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH TEXAS  
MOBILITY CORPORATION APPROVING THE NORTH TEXAS  
MOBILITY CORPORATION FINANCIAL POLICIES; AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Directors of the North Texas Mobility Corporation (“NTMC”) has been presented with the North Texas Mobility Corporation’s Financial Policies to govern the financial and investment policies and investment strategies for NTMC from and after the effective date of this Resolution; and

**WHEREAS**, upon full review and consideration of the NTMC Financial Policies and all matters related thereto, the Board of Directors of the North Texas Mobility Corporation approves and adopts the NTMC Financial Policies attached hereto as Exhibit “A”;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION THAT:**

**SECTION 1.** The Board of Directors of the North Texas Mobility Corporation hereby approves and adopts the NTMC Financial Policies attached as Exhibit “A”.

**SECTION 2.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION ON THE 10<sup>TH</sup> DAY OF MAY, 2019.**

**APPROVED:**

\_\_\_\_\_  
Kristina Holcomb, President

**ATTEST:**

\_\_\_\_\_  
Brandy Pedron, Secretary

**EXHIBIT “A”**  
**North Texas Municipal Corporation Financial Policies**

# North Texas Mobility Corporation Financial Management Policies

(Proposed May 2019)

## Operating Policies

### Purpose

The NTMC Financial Management Policies are the tools to ensure that NTMC is financially able to meet its service objectives. The individual policies contained herein serve as guidelines for both the financial planning and internal financial management of NTMC consistent with adopted NTMC bylaws. These policies help safeguard the fiscal stability required to achieve NTMC's goals and objectives.

### Review

NTMC Financial Management Policies are presented to the Board for review after the start of each fiscal year but prior to the start of the next year's budget process.

### Objectives

In order to achieve its purpose, the Financial Management Policies have the following objectives for NTMC's fiscal performance:

- a. To guide policy decisions made by the NTMC Board of Directors (the Board) and management that have significant impact on the corporation.
- b. To set forth operating principles that minimize the cost of operations and financial risk.
- c. To employ reasonable revenue policies that provide adequate funding for desired services and programs.
- d. To promote sound financial management by providing accurate and timely information on NTMC's financial condition.
- e. To ensure the appropriate use of financial resources through an effective system of internal controls.
- f. To promote cooperation and coordination with governments, agencies and the private sector in the financing and delivery of services.

### Revenue Policies

- a. To the extent possible, a diversified and stable revenue system will be maintained to shelter service delivery from short-run fluctuations in any one revenue source due to changes in economic conditions.
- b. Revenue forecasts will assess the full spectrum of resources that can be allocated for service delivery. Each year the Board shall review potential sources of revenue as part of the annual budget process.
- c. Revenue forecasts shall be realistically estimated and based on the best information available. NTMC shall use a conservative, objective and analytical approach when preparing revenue estimates.
- d. Services provided on a contract basis may be set at levels sufficient to cover the entire cost of service delivery, or the service may be subsidized, as the Board deems appropriate. NTMC will systematically review fees and consider adjustments as necessary to take into account the effects of additional service costs and inflation.
- e. NTMC will review contracts which result in revenues to NTMC on a timely basis for careful consideration by the Board.

## Expenditure Policies

Before undertaking any agreements that would create fixed on-going expenses, the cost implications of such agreements will be fully determined for current and future years. Capital expenditures may be funded from one-time revenues, but the operating budget expenditure impacts of capital expenditures will be reviewed for compliance with this policy provision:

- a. NTMC will conduct a regular review and analysis of major expenditure categories to help assure the most efficient use of resources and to ensure budgets are managed within the total appropriation.
- b. Emphasis is placed on improving individual and work group productivity rather than adding to the work force. NTMC will consider investing in technology and other efficiency tools to maximize productivity. NTMC will hire additional staff only after the need for such positions has been demonstrated and documented.

## Accounting, Auditing and Financial Reporting

NTMC will maintain a system of financial monitoring, control, and reporting for all operations in order to provide an effective means of ensuring that overall NTMC goals and objectives are met:

- a. Accounting Records and Reporting: NTMC will maintain its accounting records in accordance with generally accepted accounting principles (GAAP) and the Governmental Accounting Standards Board (GASB). GASB is the independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments. While GASB is not a governmental agency and does not have enforcement authority, compliance with GASB is tested by the external auditor in the annual audit.
- b. Auditing: As required by NTMC's bylaws, an outside independent CPA firm will annually perform the NTMC's financial audit. Results of the annual audit will be provided to the Board in a timely manner. The external audit firm is accountable to the Board of Directors and will have access and direct communication with the Board.

## Budget and Operating Policies

- a. The budget is designed to communicate the cost of the service to be provided by NTMC and revenue sources used to pay for the service.
- b. NTMC's bylaws require the Board to approve an annual budget. The annual budget shall be developed consistent with state law and NTMC's certificate of formation and bylaws.
- c. NTMC will maintain a system for monitoring budget performance and will provide the Board with quarterly information on revenues and category level expenditures.
- d. Revised Budget Policy: The budget should be adjusted during the budget period should unforeseen events require changes to the original budget plan. The budget is a plan based on a set of assumptions that may not always match actual experiences during the execution phase. The budget shall be monitored for significant deviations from expectations so that the plan can be adjusted to be consistent with revised expectations as follows:

- i. Operating Fund Expenditures:
    1. NTMC is required to control operating costs and maintain the total expenditures incurred at or below the total annual adopted Operating Expenses budget or budget as amended.
    2. The President may authorize budget transfers between line items without Board approval.
    3. The Board may authorize a budget amendment for approval of new contracts and unbudgeted expenditures.
    4. In accordance with NTMC's bylaws, the event any one or more items are added during a fiscal year that would increase or cause the annual operation and maintenance costs to exceed ten percent (10%) above the budgeted amount for that year, the Board must receive prior approval from Denton County Transportation Authority prior to making that addition.
  
  - ii. Capital Project Fund Expenditures:
    1. Expenditures for capital projects must be approved with the fiscal year capital project budget; or
    2. The President may authorize budget transfers within the existing adopted fiscal year budget between capital and operating line items, or
    3. By Board approval of any increase to a capital project budget and approval of the purchase during the fiscal year.
  
  - iii. All NTMC amendments and transfers will be reflected in the appropriate period for the budget year.
- e. Definitions:
- i. Budget Amendment – Shall mean a change in the total adopted fiscal year budget based on the following criteria:
    1. Operating – an increase to the total bottom line operating fund expenditure budget.
    2. Capital – (a) addition of a new project; (b) increase in Capital Projects annual appropriation; (c) an increase to the total approved budget of a specific project.
    3. A resolution approved by the Board of Directors is required to authorize an amendment as specified in Section e (i).
  
  - ii. Budget Transfers – Shall mean transfer of funds between line items that neither increase nor decrease the total adopted budget.

## Cost Allocation

Cost allocation is a method to identify and distribute indirect costs. Direct costs are costs assignable to a specific objective, whereas indirect costs are costs incurred for multiple cost objectives or not assignable to a specific cost objective without effort disproportionate to the benefit received. NTMC will prepare or have prepared a cost allocation plan to identify direct and indirect costs to use in the development of cost of services as applicable



## INVESTMENT POLICY

### I. POLICY STATEMENT

NTMC's policy stipulates that the administration of its funds and the investment of those funds shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of NTMC. NTMC's investments will conform to all applicable state statutes governing the investment of public funds.

Effective cash management is essential to good fiscal management. Cash management is defined as the process of managing monies to ensure maximum cash availability. NTMC shall maintain a comprehensive cash management program which includes: collection of accounts receivable; prudent investment of its available cash; disbursement of payments in accordance with invoice terms; compliance with Board Policy; and, the management of bank depository services.

Receiving a market rate of interest will be secondary to the requirements for safety and liquidity. NTMC intends to be in compliance with local law and the Texas Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act"). Investment earnings will be used in a manner that best serves the interests of NTMC.

### II. SCOPE

This investment policy applies to all the financial assets and funds of NTMC. However, this policy does not apply to the assets administered for the benefit of NTMC by outside agencies under deferred compensation programs.

NTMC may commingle its funds into one pooled investment fund for investment purposes for efficiency and maximum investment opportunity.

### III. OBJECTIVES AND STRATEGY

NTMC's policy is that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety of principal, liquidity, diversification and yield. Investments are to be chosen in a manner which reflects diversity by market sector, type of credit, and length of maturity as best meets NTMC's requirements. The choice of high-grade government investments and high-grade money market instruments is designed to assure the marketability of those investments should liquidity needs arise. To best meet anticipated cash flow requirements, the weighted average maturity (WAM) of the overall portfolio may not exceed 18 months.

#### Safety of Principal

Safety of principal is the foremost objective. Investments of NTMC's cash shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The safety of principal is best achieved by: limiting maximum maturities to two years or no further than expected project cash flow forecasts; limiting investment types to those specifically authorized by this policy; diversifying investments; and, monitoring credit ratings on selected investment types.

### Liquidity

Investments will be based on a cash flow analysis of needs and will remain sufficiently liquid to satisfy all operating requirements which might be reasonably anticipated by the agency's cash flow model. The portfolio will be structured so that investments mature concurrent with cash needs. Because all possible cash demands cannot be anticipated, the portfolio will include investments that offer same-day liquidity for those unanticipated situations. In addition, a portion of the portfolio will consist of securities with active secondary or resale markets.

### Diversification

The portfolio will be diversified by maturity and market sector and will include the use of a number of broker/dealers for diversification and market coverage. Competitive bidding as defined in Section VIII of this policy will be used on each sale and purchase.

### Yield

NTMC's investment portfolio shall be designed with the objective of attaining a market yield-to-maturity taking into account NTMC's risk constraints and the cash flow needs. Market yield-to-maturity may be defined as the rolling average yield of the current six-month Constant Maturity Treasury (CMT).

NTMC has selected the weighted-average yield-to-maturity as its preferred measure of investment performance. The weighted-average yield-to-maturity shall be calculated on a monthly basis by multiplying each individual security's yield-to-maturity at time of purchase by its book value, totaling the product of these calculations, and dividing by the total book value of the portfolio.

## **IV. LEGAL LIMITATIONS, RESPONSIBILITIES AND AUTHORITY**

Specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act"). The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public fund deposits. All investments will be made in accordance with these statutes.

## **V. DELEGATION OF INVESTMENT AUTHORITY**

NTMC's Treasurer, acting on behalf of NTMC, is designated as the Investment Officer and the President of NTMC is designated as the Alternate Investment Officer. The Investment Officer is responsible for investment management decisions and activities according to this Investment Policy. The Investment Officer is also responsible for considering the quality and capability of staff, investment advisors, and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall develop and maintain written administrative procedures for the activities of the investment program which are consistent with this Investment Policy. The procedures will include: reference to safekeeping; require and include Master Repurchase Agreements (as applicable); wire transfer agreements; banking services contracts; and, other investment related activities.

The Investment Officer shall be responsible for all transactions undertaken and shall regulate the activities of subordinate officials and staff. The Investment Officer shall designate in writing a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer and Alternate Investment Officer are not available.

No officer or designee may engage in an investment transaction except as provided under the terms of this Policy and the procedures established herein.

#### Authorization Resolution

A Resolution is established with this investment policy and attached hereto authorizing the Investment Officer to engage in investment transactions on behalf of NTMC. The persons authorized by the Resolution to transact business for NTMC are also authorized to approve wire transfers used in the process of investing.

### **VI. PRUDENCE**

The standard of prudence to be used in the investment function shall be the “prudent person” standard and shall be applied in the context of managing the overall portfolio. This standard states that:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived.”

#### Limitation of Personal Liability

The Investment Officer and those delegated investment authority under this Policy, when acting in accordance with the written procedures and this Policy and in accord with the Prudent Person Rule in Section VI, shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for a specific security’s credit risk or market price change or portfolio shifts are reported in a timely manner to the Board of Directors and that appropriate actions are taken to control adverse market effects.

### **VII. INTERNAL CONTROLS**

The Investment Officer shall establish a system of written internal controls which will be reviewed annually with the independent auditor of NTMC. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes or imprudent actions by employees of NTMC. Results of review of internal controls by the independent auditor shall be included in the annual audit.

## Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of NTMC. Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes.

## **VIII. AUTHORIZED INVESTMENTS**

Acceptable investments under this policy shall be limited to the instruments listed below and as further described by the Public Funds Investment Act:

- a. Obligations of the United States Government, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC), agencies and instrumentalities and government sponsored enterprises, excluding collateralized mortgage obligations (CMO's), not to exceed two years to stated maturity with the exception of project funds which may be invested in longer maturities but not to exceed forecasted expenditure dates;
- b. Fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas, not to exceed two years to stated maturity. In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of each CD insured by the Federal Deposit Insurance Corporation (FDIC) may be purchased through a broker that has its main office in Texas and is selected from a list adopted by the NTMC Board or a selected depository institution with its main office or branch office in Texas. See Attachment II for a list of Board approved broker/dealers. This broker or depository shall act as the custodian for the various certificates on behalf of NTMC;
- c. Repurchase agreements and reverse repurchase agreements as defined by the Act, not to exceed 90 days to stated maturity, provided an executed Master Repurchase Agreement is on file with NTMC and the counterparty bank or primary dealer. Flexible repurchase agreements used specifically for capital projects may extend beyond the stated limitation, but shall not exceed the expenditure plan of the projects;
- d. No-load SEC-registered money market funds, each approved specifically before use by NTMC;
- e. Constant dollar Texas Local Government Investment Pools as defined by the Public Funds Investment Act; and
- f. Interest bearing bank savings deposits issued by state and national banks or savings bank or a state or federal credit union (having their main or branch office in Texas) that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund (or their successor organizations).

If additional types of securities are approved for investment by public funds by state statutes, none will be eligible for investment by NTMC until this policy has been amended and approved by the NTMC Board.

### Competitive Bidding Requirements

All securities, including certificates of deposit, will be purchased or sold after three (3) offers/bids are taken to verify that NTMC is receiving fair market value/price for the investment.

### Delivery versus Payment

All security transactions, including collateral for repurchase agreements, entered into by NTMC, shall be conducted on a delivery versus payment (DVP) basis.

## **IX. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

All investments will be made through either NTMC's banking services bank or an approved broker/dealer. NTMC will review the list of authorized broker/dealers annually. A list of at least three broker/dealers will be maintained in order to assure competitive bidding.

Securities broker/dealers must meet and disclose certain criteria as determined by the Investment Officer including:

- a. an audited financial statement each year;
- b. proof of certification by the Financial Industry Regulatory Authority (FINRA) and provision of CRD number;
- c. proof of current registration with the State Securities Commission; and
- d. Completion of NTMC questionnaire.

Every broker/dealer, investment pool, investment manager and bank with which NTMC transacts business will be provided a copy of this Investment Policy to assure they are familiar with the goals and objectives of NTMC's investment program. A representative of the transacting organization will be required to return a signed certification stating that the Policy has been received and reviewed and that controls are in place to assure that only authorized securities are sold to NTMC.

NTMC may appoint one or more investment advisors to assist the financial staff in the management of NTMC funds. The investment advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also registered with the Texas State Securities Board as an investment advisor. To be eligible for consideration, an investment advisor shall demonstrate knowledge of, and experience in, the management of public funds. An appointed investment advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy, and shall not have discretionary authority to transact business on behalf of NTMC.

If NTMC has contracted with a Registered Investment Advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintaining a list of broker/dealers with which it shall transact business on behalf of NTMC. The advisor shall annually present a list of its authorized broker/dealers to NTMC for review and likewise shall return a signed certification stating that the advisor has reviewed the NTMC investment policy and has implemented reasonable procedures and controls to preclude imprudent investment activities. The advisor shall obtain and document competitive bids and offers on all transactions and present these to NTMC as part of its trade documentation.

**X. DIVERSIFICATION AND MATURITY LIMITATIONS**

It is NTMC’s policy to diversify its investment portfolio. Invested funds shall be diversified to minimize risk or loss. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

<u>Security Type</u>	<u>Max % of Portfolio</u>
U.S. Treasury obligations	100%
U.S. Government agencies and instrumentalities	Not to exceed 75%
Fully insured or collateralized CDs	Not to exceed 30%
Repurchase agreements	100%
Money Market Funds	50%
Local Government Investment Pools	
Liquidity Pools	100%
Maximum percent ownership of pool	Not to exceed 10%
Interest Bearing Bank Savings Deposits	25%

The Investment Officer shall be required to diversify maturities. The Investment Officer, to the extent possible, will attempt to match investments with anticipated cash flow requirements. Matching maturities with cash flow dates will reduce the need to sell securities prior to maturity, thus reducing market risk. Unless matched to a specific requirement, the Investment Officer may not:

- a. invest more than 20% of the portfolio for a period greater than one (1) year, or
- b. invest any portion of the portfolio for a period of greater than two (2) years.

**XI. SAFEKEEPING AND COLLATERALIZATION**

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery-versus-payment (DVP) basis and be held in safekeeping by either NTMC, an independent third party financial institution, or NTMC’s designated banking services depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third-party custodian shall be required to issue safekeeping receipts to NTMC listing each specific security, rate, description, maturity, CUSIP number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for NTMC or pledged to NTMC.

All securities pledged to NTMC for certificates of deposit or demand deposits shall be held by an independent third-party bank doing business in Texas. The safekeeping bank may not be within the same holding company as the bank from which the securities are pledged.

### Collateralization

Collateralization is required on time and demand deposits exceeding the FDIC insurance coverage of \$250,000, and on repurchase agreements.

To provide a level of additional security for all funds and to also anticipate any market changes, the collateralization level required will be 105% of the market value of the principal and accrued interest. Collateral will be held by an independent third party safekeeping agent.

## **XII. PERFORMANCE EVALUATION AND REPORTING**

A comprehensive quarterly investment report shall be prepared by the Investment Officer or Investment Advisor within ten (10) days following the fiscal quarter end and be presented to the NTMC Board the month following the fiscal quarter end. As required by the Texas Public Funds Investment Act, the report will:

- a. describe in detail the investment position of NTMC on the date of the report;
- b. be signed by the Investment Officer(s);
- c. contain a summary statement that presents:
  - (1) beginning book and market value for the reporting period;
  - (2) ending book and market value for the reporting period; and
  - (3) fully accrued interest for the reporting period;
- d. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- e. state the maturity date of each separately invested asset that has a maturity date;
- f. state the account or fund for which each investment security was purchased;
- g. compare the portfolio's performance to other benchmarks of performance; and
- h. state the compliance of the investment portfolio with NTMC Investment Policy, Investment Strategy, and the Public Funds Investment Act.

## **XIII. DEPOSITORIES**

NTMC will designate one banking institution through a competitive process as its central banking services provider at least every five years. This institution will be used for normal banking services including disbursements, collections, and safekeeping of securities. Other banking institutions from which NTMC may purchase certificates of deposit will also be designated as a depository after providing their latest audited financial statements to NTMC.

#### **XIV. TRAINING REQUIREMENT**

The NTMC Investment Officer(s) shall attend at least one investment training session consisting of no less than 10 hours of instruction relating to investment responsibilities within twelve months of taking office or assuming duties, and subsequently shall receive a minimum of 10 hours not less often than once in a two-year period that begins on the first day of the fiscal year and consists of the two consecutive years after that date. The investment training session shall be provided by an independent source approved by the Board of Directors. See Attachment I for a list of Board approved independent investment training sources. Contingent upon Board approval, additional independent sources from which investment training may be obtained shall include a professional organization, an institute of higher learning, or any sponsor other than a business organization with whom NTMC may engage in an investment transaction. Such training shall include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

#### **XV. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair the ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which personal business is conducted. Further disclosure shall also be made of any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of NTMC.

An Investment Officer of NTMC who has a personal business relationship with an organization seeking to sell an investment to NTMC shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to NTMC shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the NTMC Board of Directors.

#### **XVI. SUBJECT TO AUDIT**

A formal annual review of the investment reports will be performed by an independent auditor with the results reported to the Board. All collateral shall be subject to inspection and audit by the NTMC Treasurer or NTMC's independent auditors.

#### **XVII. INVESTMENT POLICY ADOPTION BY NTMC BOARD**

NTMC's Investment Policy shall be adopted annually by the Board of Directors. The policy and strategies shall be reviewed on an annual basis by the Board or a designated Committee of the Board. A written resolution approving that review, and suggested changes to the policy will be approved by the Board.



Board Approved Independent Investment Training Sources

1. Texas Municipal League (TML)
2. Government Finance Officers Association (GFOA)
3. Government Finance Officers Association of Texas (GFOAT)
4. North Central Texas Council of Governments
5. Texas Higher Education Coordinating Board

Board Approved Broker/Dealers List



**Approved Broker/Dealers**  
March 2018

**Bank of America Merrill Lynch**

BOK Financial

**Cantor Fitzgerald & Co**

**Citigroup Global Markets**

D.A. Davidson

**Daiwa Capital Markets**

FTN Financial

**Goldman, Sachs & Co**

INTL FCStone

**JP Morgan Securities**

KeyBanc Capital Markets

*Loop Capital Markets \*\**

Mesirow Financial

**Mizuho Securities**

**Morgan Stanley & Co**

Piper Jaffray & Co.

Raymond James

**RBC Capital Markets**

*Rice Financial \*\**

SunTrust Robinson Humphrey

Stifel, Nicolaus & Co.

**TD Securities**

**UBS Securities**

Vining Sparks

**Wells Fargo Securities**

*Williams Capital Group \*\**

\* **Bold face font indicates firm is a Primary Dealer.**

\*\* *Dark blue italics font indicates firm is an Historically Underutilized Business (HUB) or Minority/Women Owned Business (MWOB).*

## NTMC Board Meeting Memo

May 10, 2019

SUBJECT: Discussion and Adoption of the FY '19 NTMC Budget, Resolution No. 2019-N005

### **Background**

The North Texas Mobility Corporation (NTMC) is a local government corporation established by the Denton County Transportation Authority (DCTA), approved by the DCTA Board of Directors on February 28, 2019 and recognized by the Office of the Secretary of State as of April 1, 2019.

The proposed budget contains expenditure assumptions for FY19 based on personnel and employment costs previously included in DCTA's bus operations budget for the period of June – September 2019. Operating expenses related to DCTA's vehicles and facilities remain in DCTA's operating budget. Included as back-up is the following attachment:

- Attachment A: Operating Expenses – Proposed FY19 Budget

### **Identified Need**

Approval of Resolution No. 2019-N007 adopting the FY19 Operating Budget is required to establish a budget for the remainder of the 2019 fiscal year for the period of June through September 2019.

### **Recommendation**

It is recommended for the NTMC Board of Directors to approve Resolution No. 2019-N007 Adopting the FY 2019 Operating Budget for the North Texas Mobility Corporation for June – September 2019.

### **Exhibits**

Resolution No. 2019-N007 Adopting the FY 2019 Operating Budget for the North Texas Mobility Corporation for June – September 2019

**NORTH TEXAS MOBILITY CORPORATION  
RESOLUTION NO. 2019-N005**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION PROVIDING FOR APPROVAL AND ADOPTION OF THE NORTH TEXAS MOBILITY CORPORATION FISCAL YEAR 2019 BUDGET, BEGINNING JUNE 1, 2019 AND ENDING SEPTEMBER 30, 2019; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE BUDGET AS ADOPTED; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Directors of the North Texas Mobility Corporation has been presented with the North Texas Mobility Corporation Fiscal Year 2019 Budget, beginning June 1, 2019 and ending September 30, 2019; and

**WHEREAS**, upon full review and consideration of the Fiscal Year 2019 Budget and all matters related thereto, the Board of Directors of the North Texas Mobility Corporation approves and adopts the proposed Fiscal Year 2019 Budget attached hereto as Exhibit "A";

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION THAT:**

**SECTION 1.** The Board of Directors hereby adopts and approves the North Texas Mobility Corporation Fiscal Year 2019 Budget, attached as Exhibit "A" `

**SECTION 2.** This Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION THE 10<sup>TH</sup> DAY OF MAY, 2019.**

**APPROVED:**

\_\_\_\_\_  
Kristina Holcomb, President

**ATTEST:**

\_\_\_\_\_  
Brandy Pedron, Secretary

**Exhibit "A"**  
**North Texas Mobility Corporation**  
**Fiscal Year 2019 Budget**

NORTH TEXAS MOBILITY CORPORATION  
FISCAL YEAR 2019 BUDGET  
OPERATING EXPENSES  
JUNE 2019 - SEPTEMBER 2019

		FY 2019 Budget
<hr/> <hr/>		
OPERATING EXPENSES		
Salaries, Wages & Fringe Benefits	\$	2,674,142
Services		29,154
Insurance, Casualties & Losses		40,408
Miscellaneous		74,147
Total Operating Expenses	\$	2,817,851

## NTMC Board Meeting Memo

April 16, 2019

SUBJECT: Discuss and Accept the transfer of the Collective Bargaining Agreement between Transit Management of Denton County and Amalgamated Transit Union Local 1338, Effective April 1, 2018 (“CBA “) “As Is”

### **Background**

The North Texas Mobility Corporation (NTMC) is a local government corporation established by the Denton County Transportation Authority (DCTA), approved by the DCTA Board of Directors on February 28, 2019 and recognized by the Office of the Secretary of State as of April 1, 2019.

The NTMC recognizes the Union as the exclusive representative Amalgamated Transit Union representative for all full-time, part-time, and seasonal bus Operators employed by the Company and excluding all office clerical Operators, maintenance Operators, dispatchers, managers, guards and supervisors as defined by the National Labor Relations Act.

The Denton County Transportation Authority (DCTA) bus service has been operated, maintained and managed by First Transit and their subsidiary, Transit Management of Denton County (TMDC). The TMDC bus operators and the ATU have a Collective Bargaining agreement effective April 1, 2018 which outlines rates of pay, wages, hours and conditions of employment.

### **Identified Need**

With the transition of Transit Management of Denton County (TMDC) staff to the NTMC, the Board of Directors must authorize the negotiation of new terms of the existing CBA or accept the existing CBA “as is” to ensure service continuity. Accepting the current CBA will keep the existing expiration date of midnight March 31, 2021.

### **Recommendation**

To ensure continuity of bus service, it is recommended the NTMC Board of Directors Approve and Accept the transfer of the existing Amalgamated Transit Union Collective Bargaining Agreement “As Is”.

### **Exhibits**

The Collective Bargaining Agreement between Transit Management of Denton County and Amalgamated Transit Union Local 1338, Effective April 1, 2018.

**Collective Bargaining Agreement**

**Between**

**Transit Management of Denton County**

**and**

**Amalgamated Transit Union Local 1338**

**Effective April 1, 2018**





**ARTICLE 1-RECOGNITION**

For the purpose of collective bargaining with respect to rates of pay, wages, hours and conditions of employment, the Company recognizes the Union as the exclusive representative for all full-time, part-time, and seasonal bus Operators employed by the Company and excluding all office clerical Operators, maintenance Operators, dispatchers, managers, guards and supervisors as defined by the National Labor Relations Act. It is the intent of the parties that the only classifications of Operators to be covered by this Agreement are those set forth in the Certification of Representative in NLRB Case No. 16-RC-10846. The bargaining unit may be expanded by agreement of the parties or through the National Labor Relations Board.

**Article 2-MANAGEMENT RIGHTS AND LABOR PREROGATIVES**

- A. The inherent nature of the transit industry requires, in the interest of public safety, that sound methods of operation and certain standards of discipline among its Operators be maintained. The Union recognizes the rights and prerogatives of the Company to manage, operate, and conduct its business, subject to the terms and conditions of this Agreement.
- B. The right to hire, promote, discharge or discipline for just cause and to maintain discipline and efficiency of Operators is the sole responsibility of the Company. The Company may establish, implement and enforce reasonable rules and regulations at any time so long as such rules and regulations are not in conflict with any specific provisions of this Agreement. Before implementation of any new or revised work rule or regulation the Company shall give written notice to the Union at least fifteen (15) business days prior to the effective date of such rule or regulation, the Company will post a copy and will provide a copy of the rule to the Union. When the Company fails to give fifteen (15) days written notice to the Union President, the proposed rule or regulation the company wants to put in effect will be delayed until the company meets with the Union to review such rule or regulation. The Company will provide each employee with a copy of the Company Rules and Regulations and will maintain a complete set of its Rules and Regulations for review by Operators.

**ARTICLE 3-MANAGEMENT-UNION RELATIONS**

The Company agrees to meet in good faith with the duly elected representatives of the Union and attempt to resolve all questions arising between, subject to the terms and conditions of this Agreement. The Union fully agrees that within its ability each of its members shall render faithful service in their respective positions as outlined in the clauses of this Agreement, and will cooperate with the management of the Company in the efficient operation of the system in accordance with the reasonable rules, regulations and operating conditions as announced by

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the Company, and will cooperate and assist in fostering cordial relations between the Company, the Company's client and the public.

#### ARTICLE 4-UNION REPRESENTATIVES

- A. All business related to this Agreement shall take place between the properly accredited officers and agents of the Company and the elected officers or International Officers of the Union.
- B. Representatives of the Union, including representatives of the International Union, shall be permitted access to the Company's premises for the purpose of determining that the Agreement is being observed and for the adjustment of complaints and grievances with the Company. Union visitors must report to the location's office/receptionist prior to the site visit and may enter locations beyond the drives' lounge only with specific permission of the Company. In no event may any visitor interfere with the business of the Company.
- C. A Union official, including representatives of the International Union, shall be permitted to attend all meetings between an employee(s) and any other Union representative and Company representatives.
- D. Union Stewards shall be granted reasonable time off, without pay, for the investigation or settlement of grievances, work rules, or disputes involving administration of this Agreement or necessary meetings with Company officials. The request for time off shall be submitted at least 48 hours in advance, whenever possible, with exceptions for urgent circumstances.
- E. The Company shall grant Union Business Leave, upon advance written request, to any member of the Union who may be elected or appointed to any full-time Union office. Upon retiring from said office, the employee shall be returned to his or her place formerly held in the service of the Company with seniority rights continuing. The Company shall not be responsible for any pay or benefits to an employee on Union Business Leave of Absence.
- F. The Company shall permit reasonable unpaid time off to an employee to prepare for the employee's grievance or arbitration hearing, upon advance written request to the Company, and the employee will not incur an attendance infraction.

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- G. The Union agrees to notify the Company in writing of duly accredited representatives and committees representing the Union, promptly upon their election or appointment of such office.
- H. The Company agrees to notify the Union President in writing, and the operators by bulletin placed on Company bulletin boards, of the names of all supervisors and managers within 14 calendar days of their appointment to such position.

#### ARTICLE 5-CHECK OFF

- A. The Company agrees to deduct Union dues, initiation fees and regular assessments for all employees who provide a written and signed authorization to the Company. The deductions shall occur bi-weekly and will be remitted to the Union President or Financial Secretary. Such authorizations shall be binding on the employee for the duration of this Agreement unless the authorization is revoked in accordance with the applicable federal (or state laws).
- B. The Union shall indemnify the Company and hold it harmless from any claims, demands, suits or other liabilities arising out of action taken by the Company in accordance with this Article.

#### ARTICLE 6-SENIORITY RULES AND REGULATIONS

- A. It is agreed that the principle of seniority for all full-time, part-time, and seasonal Bus Operators covered by this Agreement shall apply to bidding of work assignments, vacations and holidays, extra work assignments and layoff as provided herein.
- B. Company seniority for newly hired operators will be established on the date of release from the Training Department which indicates revenue service date. In the event that more than one newly hired operator is released from the Training Department on the same day, company seniority will be established using the date the employees began training. If the employees began training on the same date, a lottery system shall be used to break the tie.
- C. Employees will bid based on their seniority within their classification. There shall be two Operator classifications: CDL Operators and Non-CDL Operators. Management will designate which routes require a CDL Operator. CDL Operators may select a CDL-required route or a route that does not require a CDL. However, if during the bid process, there are the same number of available CDL-required routes remaining as there are CDL Operators remaining, the remaining CDL Operators must bid on one of the remaining CDL-required routes.

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- D. Part-time operators may bid for full-time positions when they become available by their part-time seniority. If a part-time driver bids full-time, the date he is scheduled to become full-time shall become the established seniority and service date for this driver.
- E. In the event two or more part-time drivers are scheduled to begin work on the same day as full-time drivers, they shall maintain the same seniority rank they held as part-time drivers.
- F. An employee shall lose all seniority rights and shall be considered terminated for the following reasons.
  - 1. If he/she resigns;
  - 2. If he/she is discharged for just cause;
  - 3. Failure to return to work from layoff;
  - 4. Failure to report to work after a leave of absence;
  - 5. No Call/No Show for work three (3) consecutive days;
  - 6. Retirement;
  - 7. Misuse of leave as a subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request to leave.

#### ARTICLE 7-NO STRIKES-NO LOCKOUTS

- A. During the term of this Agreement, neither the Union nor its agents or representatives, nor any employee, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit down, slowdown, or any refusal to enter the Company's premises, or any other interference with any of the Company's service or operations or services of any customer of the Company.
- B. The Company agrees there will be no lock out of the Union or of its Employees represented by the Union during the term of this Agreement.
- C. Any Employee who participates in any activity prohibited by Section A of this Article shall be subject to discharge or to such lesser discipline as the Company, at its discretion shall determine; provided, however, that such employee shall have recourse to the grievance and arbitration procedure of this Agreement.
- D. It shall not be a violation of this Agreement or cause for discharge or permanent replacement for any employee to refuse to cross the primary picket line in the performance of his duties which has been sanctioned by the Union. The Company and

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COMPANY: B. Lydman

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the Union agree to meet to work out a means of performing the work without risks to the revenue contract.

#### ARTICLE 8-PROBATIONARY PERIOD

- A. An employee shall be on probation for the first sixty (60) calendar days from the date the employee enters revenue service. The probationary period shall constitute a trial period during which the Company will determine the employee's ability, competency, fitness and other qualifications that the Company determines, in its sole judgement, is needed to do his or her required job. However, the Company has the right to discipline or discharge any probationary employee and such discipline or discharge will not be subject to the grievance and arbitration procedure.
- B. A part-time driver who has completed his part-time probationary period will not be required to complete an additional probation when becoming full-time.

#### ARTICLE 9-BULLETIN BOARDS

- A. The Company agrees to provide adequate space for a Union Bulletin Board at all work locations. Posting by the Union on such board shall be confined to official business of the Union. Postings may not include anything of a disparaging nature toward any employee, the Company, or the Company's client.
- B. Only official Union representatives or job stewards are permitted to post bulletins or notices on the board. Failure by the Union to comply with this provision, after notice to the Union by the Company of its noncompliance, may result in removal of the Bulletin Board.

#### ARTICLE 10-NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all Employees. The Company and the Union agree that there shall be no discrimination against any employee on the basis of age, race, creed, color, national origin, sexual orientation, gender, handicap, veteran status, marital status, or disability and in strict compliance with all Federal laws and laws of the State of Texas. Further, the Company and the Union agree that neither shall discriminate against any employee on account of union support or nonsupport.

#### ARTICLE 11-DISCIPLINE

- A. Employees may be disciplined only for just cause; however, nothing shall prevent the Company from removing an employee from work while it conducts an investigation. Discipline will be issued to the employee within ten (10) calendar days of the Company's knowledge of the violation, except that preventability or non-preventability of accidents

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shall be decided within fifteen (15) calendar days in which the accident occurred. Upon the Company's request, and upon a showing of good cause (for example, delay receiving pertinent information), the Union will grant an extension of up to seven (7) calendar days for the Company to reach a conclusion about whether the employee should be charged with a violation of Company rules. Anytime an operator is held off work for more than ten (10) business days due to management's investigation into a disciplinary matter (as opposed to an issue with a 3<sup>rd</sup> party, such as a licensing or criminal matter) the operator will be placed on paid leave while the Company conducts the investigation.

- B. The concept of progressive discipline may include the following steps:
1. Documented Counseling;
  2. Written warning or warnings, as appropriate;
  3. Suspensions without pay;
  4. Final warning, and,
  5. Discharge
- C. It is understood that such steps will be applied on a case-by-case basis as determined by the Company based on the seriousness and severity of the violation. Further, violations of the most serious matters as set out in the Company's Employee Handbook, and violation of the Company's Drug & Alcohol policy, may be addressed by discharge on the first offense.
- D. Employees may request Union representation at any investigative meeting that they reasonably believe may result in disciplinary action, pursuant to the employer's action taken against an employee.
- E. In all cases involving a written reprimand, suspension, or discharge, the Union Business Agent shall receive a copy of the written reprimand, letter of suspension or letter of discharge by facsimile or email. The Company will furnish all documentation used for discipline.
- F. Disciplinary letters other than those involving harassment or discrimination shall not be considered for further discipline after twelve (12) months from the date issued, except that discipline for preventable accidents/safety violations will remain active for 36 months from the date issued.

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- G. All employees will receive a copy of the Company's Employee Handbook and any new changed rules as issued by the Company from time to time.
- H. Correspondence and communications between the Union and the Company concerning actions taken or proposals to be considered may be by email. Email correspondence shall be sent to the Union President.
- I. No attendance points should be assessed for "Acts of God". For example: If in extreme weather if all the roads are closed from your home during the time you are scheduled to work and you bring in proof from an accredited agency such as the police, fire department, D.O.T. that can be verified you should not be assessed attendance points.

#### ARTICLE 12-GRIEVANCE AND ARBITRATION

- A. For this Agreement, a grievance is defined as any controversy between the Company and the Union as to any matter involving the interpretation or application of the terms of the Agreement, or any controversy between the Company and Union as to whether an employee disciplined for violation of any rule or regulation of the Company, or other offense, is guilty of such violation.
- B. Notification of service will be accomplished by use of regular mail, hand delivery, or electronic means. In all steps of the Grievance Process, Company delivery will be made to the Local President with a copy to his designee.
- C. Grievances meeting the above definition shall be processed in the following manner:  
STEP ONE – Grievances must be submitted in writing to the Assistant General Manager (AGM), or their designee, no later than fifteen (15) calendar days after the date of the event giving rise to the grievance. The grievance shall be in such detail as to identify the nature of the grievance, the date of the alleged grievance, and the provision or provisions of the Agreement violated by the Company. The Assistant General Manager (AGM) or their designee shall schedule a meeting, if requested by the Union, within ten (10) calendar days after receipt of the written grievance with the employee and the appropriate Union representative designated by the Union to handle the grievance. The Assistant General Manager (AGM) or their designee, shall respond to the Union representative in writing as to his or her decision regarding the Grievance within ten (10) calendar days after receipt of the Grievance by the Assistant General Manager (AGM) or their designee, or in the case of a meeting, within ten (10) calendar days following the date of the meeting.

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Grievances concerning termination from employment shall be processed at STEP TWO, with ten (10) calendar days permitted for the initial filing of the grievance.

STEP TWO – In the event the grievance is not resolved to the satisfaction of the employee in STEP ONE, above, the Union may submit the grievance to the General Manager, or designee, within ten (10) calendar days following the date of the receipt of the Company's answer in STEP ONE. The General Manager, or designee, and the Union representative shall hold a meeting, if requested by the Union, within ten (10) calendar days of the date of the Grievance is appealed to STEP TWO, to discuss the grievance. The General Manager, or designee, shall respond to the Union in writing as to his or her decision regarding the Grievance within ten (10) calendar days after receipt of the grievance by the General Manager, or designee, or in the case of a meeting, within ten (10) calendar days following the date of the meeting.

STEP THREE – In the event the grievance is not resolved in STEP TWO, the Union may refer the Grievance to arbitration by written notice to the General Manager within thirty (30) calendar days following the date of receipt of the General Manager's response in STEP TWO.

- D. After a demand for arbitration has been made, within ten (10) calendar days the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of five (5) names of impartial Arbitrators in the region nearest to the Company's premises. The Company and the Union shall, within ten (10) calendar days following receipt of the list of Arbitrators from FMCS, alternately strike names from the list until only one (1) name remains. The order in which the parties shall strike names shall be determined by the toss of a coin. The remaining Arbitrator shall act as the impartial Arbitrator who shall hear and decide the issue.
- E. It is understood that the Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement.
- F. The salary and all expenses of the Arbitrator, and the cost of the FMCS panel, shall be shared equally between the Company and the Union. Unless otherwise specifically agreed in advance, each party shall be responsible for costs it incurs and for the expenses of presenting its case.
- G. The Arbitrator's decision shall be in writing and served on the Company and Union. The decision of the Arbitrator shall be final and binding upon the Company and the Union.
- H. It is the intent of the parties that the time limits provided shall be strictly adhered to. Exceptions to the foregoing time limits shall be made only upon mutual written

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agreement of the parties. Failure to comply with the time limits herein shall result in forfeiture of the failing party's position. If a time limit expires on a Saturday, Sunday, or holiday, the final day shall be the next business day. Time limits will be determined by postmark or by timestamp by Company clock.

**ARTICLE 13-EXTRA BOARD/VOLUNTARY WORK LIST**

**A. Extra Board**

1. Extra Board Operators will bid on all known open work for the week in a rotating seniority order. (example: Operator one will bid first in week one and then bid last in week two and work their way back up to bid first.)
2. A full and up to date bid sheet will be made available for bidding by the Tuesday prior to the Monday the bid starts.
3. Extra board bids shall not be changed, unless work is canceled, the regular operator returns to work, or the work is bid on by a new hire, without the Extra Board Operator first being notified. If an Operator is needed to work more than what they bid on, they must be asked before being assigned a double.

**B. Voluntary Work List**

A voluntary work list will be established to operate work that is available after the extra board had been "exhausted" (work that is left over after the extra board has bid). The list will operate Monday through Sunday of each week, and operators who place their names on the list no later than 1700 Friday will be place in rotation for the following week according to Company Seniority. An operator may place their name on the list after the Friday deadline and will be placed on the list after other operators who signed up prior to the 1700 Friday deadline.

An operator who signed the list by the deadline will be assigned work based on company seniority, for which they are available, and each available operator thereafter in order of company seniority. Operators who placed their name on the list after the 1700 Friday dead line will be treated as first come first serve after all the operators who signed up before the 1700 Friday dead line are assigned in order of company seniority. "Available" is defined as no conflict between the operator's regular schedule or maximum hours-of-work limitations. An operator who signs the list then declines extra work will be subject to the company's attendance policy.

1. An operator on standby must be certified by the training department stating they are able to drive any route that comes open. All operators who sign up for the Voluntary Work List will be trained on all routes and equipment.

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2. Routes will be assigned to operators by company seniority if they are being assigned from the voluntary work list.
3. Standby will have a 2-hour minimum and maximum of 8 hours. Dispatch will determine the need and length of time. (8-hour maximum will only apply to extra board operators. Connect, Access or UNT operators on standby will not be allowed more than 4 hours of standby time).
4. Each operator shall be responsible for signing their name to the Voluntary Work List.
5. No operator shall be required to work more than ten (10) hours without having nine (9) consecutive hours off duty, unless agreeable to them.

In case of any need for any exception to this section, Management shall consult with Union employee representatives.

Special Events/Movements that are scheduled for at least four hours and require at least two buses shall have a separate signup sheet posted.

#### ARTICLE 14-BIDDING OF RUNS

- A. There shall be at least three (3) General Bids each year. Bids will be by Classification Seniority. Non-CDL Operators shall bid after all CDL Operators have had the opportunity to bid.
- B. The Company shall post the date and time of the General Bid and the bid sheet at least fourteen (14) calendar days prior to the date of the General Bid with a copy sent to the local Union. The Company will provide a bid sheet containing all pertinent information (including assignment times, days off, and weekly hour totals), and a current seniority list indicating the driver's name, seniority number, and time designated to bid.
- C. All Regular and Part Time runs will be bid during the General Bid by seniority in the following manner.
  1. The bid will be conducted on a single day in a location designated by the Company. Each driver will bid in seniority order and be given ten (10) minutes to bid.
  2. Proxy bidding shall be allowed, but all proxy bids must be completed on an official signed form, by 5:00 pm the day before the bid. A driver who submits a proxy bid shall leave his or her choices of work, in priority order, with the Union Steward of his or her designee. To assure that a driver receives his or her most

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preferred choice of work available, the driver shall leave the number of choices equivalent to the driver's bid position.

- 3. If a driver reports late to his or her designated bid time, the driver who is bidding during that time period shall finish his/her bid selection and the tardy driver will bid next.
- 4. If no bids are received on any run posted, the run will be awarded to the least senior driver who did not bid, excluding extra board operators.
- 5. If a driver is inactive or has been off work thirty (30) days or more prior to the bid, excluding reductions in service, that driver must be actively working in order to bid on a run. An employee must have returned to active duty for at least five (5) working days before the bid. For the purpose of this policy, retraining or performing regular duties constitutes active duty. If such a driver returns before the next bid, he or she shall be assigned any available work as an Extra Board driver until the next bid.
- 6. The Company will advise any affected driver, in advance, of any change in his/her run. If a run changes by more than thirty (30) minutes per day; the driver will be able to choose to keep the run, select another open run until the next bid, or transfer to an open Extra-Board position.
- 7. Drivers who fail to bid before the bid closes, and who have not submitted a proxy, at the conclusion of all bidding, will be assigned the same run, if open, or an open run as close as possible to their previous run.

D. Any run that comes open temporarily for a known period of time will be worked from the Extra Board. For any run that comes open permanently the company shall accept bids from any driver and award by company seniority in the following order: full-time, part-time, and seasonal. However, Operators bidding into a different classification shall be placed at the bottom of the new classification. In the event that any work remains open after offering it to all active drivers, the work will be offered to new hire drivers. It will be awarded according to their new hire lottery status. The new hire will be placed at the bottom of the classification seniority list at that time. Work left open shall rotate daily on the extra board.

E. Management agrees to maintain at least 11 of its fixed routes as routes requiring a CDL to operate, contingent upon continued participation by the City of Denton and the University of North Texas.

**ARTICLE 15-SEASONAL OPERATORS**

A. Seasonal Operators will be limited to working the Fall and Spring Semesters for the University of North Texas (UNT) and/or North Central Texas College (NCTC). Seasonal

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employment is set for a period of time and tied to annually recurring periods of work. The starting and ending dates may change at the sole discretion of UNT or NCTC. A thirty day notice will be given if TMDC must halt employment because the client cancels the contract.

- B. Seasonal Operators are not eligible for the following:
- Health and Welfare Plan
  - Pension Plan
  - Vacations
  - PTO's (except as stated below)
  - Holidays
  - Severance or other termination payments, unless mutually agreed to by the Union and Company
- C. The Company will provide \$30,000 of Life Insurance coverage for Seasonal Operators at no cost to the employee.
- D. Seasonal Operators will receive one (1) additional day of PTO in 2019 (for a total of 3). Add another day of PTO for Seasonal Operators in 2020 (for a total of 4). However, the usage can be for not less than four (4) hour increments. These day(s) can be used for personal time off (e.g., vacation, sick leave, and birthday). However, the usage can be for not less than four (4) hour increments.

#### ARTICLE 16-EMPLOYMENT

- A. The Company agrees to notify the Union each month in writing of the hiring of new operators, giving the name, the address, and their hire date. The Company also agrees to notify the Union each month in writing the names of all operators permanently leaving the bargaining unit or as a Company transfer.
- B. Operators will be given the opportunity to receive training on all Company vehicles in revenue service, as required to meet the needs of the Company.
- C. The Union representative will be allowed fifteen (15) minutes (unpaid) during new operator orientation to discuss union benefits/privileges.

#### ARTICLE 17-COMPANY MEETINGS

- A. Drivers required to meet with Company officials on non-work time, will be paid for such time unless the meeting is held while the employee is on investigative suspension. The

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Company recognizes that employees have the right to have a representative present in any meeting held with the Company that the employee reasonably believes could result in discipline. It is the responsibility of the employee to request such representation.

- B. Employees will be required to attend periodic safety meetings conducted by the Company, and will be paid for the actual time in attendance with a minimum of one (1) hour of pay.

#### ARTICLE 18-PHYSICAL EXAMINATION

- A. Physical examinations required by the Company to determine fitness for duty and all required physical examinations required for Commercial Drivers' License (CDL) purposes will be paid by the Company.
- B. If such physical examination shows the Operator to be incapable of performing his or her duties and said Operator is not satisfied with the decision, the Operator may, at his or her own expense, be examined by a physician of his or her own choice, who is a licensed medical doctor in the State of Texas. If the conclusion of the Operator's chosen physician and the physician designated by the Company is at variance as to the Operator's capability to perform the required work, then the two physicians shall choose a third physician (who must be licensed in the State of Texas and have experience evaluating DOT medical cases), the cost of the third physician shall be divided equally between the Company and the Operator, and a majority decision of the three physicians shall be considered final and binding. The third physician must render a decision based on a job related qualifying standards adopted by the Company and DOT standards and physical requirements.

#### ARTICLE 19-REDUCTION IN FORCE

- A. When forces are reduced, Operators and the Union will be given fourteen (14) calendar days prior written notice, and Operators will be taken off the active rolls in reverse order of their Company seniority and will retain all seniority rights and privileges subject to the provisions below.
- B. Operators furloughed on account of reduction in force will be privileged to work elsewhere and retain their seniority. They must maintain their current mailing address with the Company. Operators will be called back to service in their seniority order according to the following procedure: The Company will advise each Operator to be recalled by certified United States mail, return receipt requested. A copy of such recall notice will be furnished to the Local Union. An Operator receiving notice of recall will

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COMPANY: *[Signature]*

UNION: *[Signature]*

within five (5) business days acknowledge receipt of same by certified United States mail, return receipt requested, or in person. Operators who are unable to comply with these regulations due to verified illness or injury shall be given permission to reject same, without loss of seniority, subject to the maximum leaves of absence as provided in the Agreement. Furloughed Operators who have been accepted for other employment will have up to fourteen (14) calendar days in which to report to work. Furloughed Operators failing to comply with these regulations will forfeit seniority rights and be considered terminated from the Company.

- C. Furloughed Operators shall retain all seniority rights while on furlough subject to the following conditions:
1. Operators who have not completed their probationary period will not have recall rights.
  2. Operators who have completed their probationary period shall be on the recall list for one (1) year.

#### ARTICLE 20-PAY PERIODS

The workweek shall begin at 12:01 AM on Sunday and shall end at Midnight Saturday. Operators will be paid biweekly, with paydays on alternate Fridays. Employees' checks shall be available for pickup by 10:00 AM on the scheduled payday. A pay shortage due to the Company error in excess of one day's pay in a workweek will be paid no later than seventy-two (72) hours, excluding Saturday and Sunday, of the date of the Company is notified by the employee, unless the Company and the employee agree otherwise. The Company shall make available to all employees copies of their pay hours prior to the submittal to the payroll Company.

#### ARTICLE 21-WORK WEEK GUARANTEE

- A. The Company will make a diligent effort to schedule as many assignments/runs as near to forty (40) hours per week as possible, based on service demands. The Company, with the Union's assistance, will prepare the run cuts.
- B. Extra-Board Operators will be guaranteed thirty-two (32) hours per week. The guarantees shall apply provided the Operators make all regular run assignments. Approved time off for jury duty, bereavement, Company required court attendance, vacation, holidays, and Union leave shall be considered the same as making the regular bill assignment

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**ARTICLE 22-PART-TIME OPERATORS**

- A. Part-time Operators will be limited to a maximum of thirty-two (32) hours per week.
- B. Part-time Operator sign-ups will coincide with the full-time Operator signups.
- C. There will be a separate seniority list for part-time Operators and selection of assignments by part-time Operators shall be made in order of seniority.
- D. Full-time positions, when available, will be offered to part-time Operators in order of seniority.
- E. The seniority of part-time Operators will be determined while in training by lottery and the service date of all part-time Operators will be the date the part-time Operator enters revenue service.
- F. When the part-time Operator becomes full-time, the date he or she begins full-time service will be his or her full-time seniority date. In the event two (2) or more part-time Operators are moved into full-time positions on the same date, their seniority rank will be in the same order as their part-time seniority rank.
- G. The Company will employ no more than thirty percent (30%) of the active number of all (full and part-time) bus operators as part-time bus operators.

**ARTICLE 23-EMPLOYEE CLASSIFICATIONS**

- A. Full-time employees are those who are regularly scheduled to work more than thirty-two (32) hours weekly. Full-time employees are the only classification eligible to receive full-time benefits under this Agreement.
- B. Part-time employees are those who are regularly scheduled to work less than thirty-two (32) hours weekly.
- C. Seasonal employees are those who work the fall and spring semester for the University of North Texas (UNT)/NCTC.

**ARTICLE 24-WORKWEEK AND PAY ALLOWANCES**

- A. The workweek shall begin at 12:01 am on Sunday and shall end at Midnight Saturday. Employees shall be paid bi-weekly. When a reduced service holiday falls on the payday, checks will be distributed on Thursday.

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- B. The normal workweek will consist of four-day, or five-day schedules. It is recognized that operating conditions and scheduling issues prevent consecutive days off; however, it is the objective of the Company to maximize consecutive days off to the extent practical.
- C. Time and one half shall be paid for all hours actually worked in excess of 40 hours per week.
- D. Employees are required to perform a pre-trip inspection of their bus prior to departure from the facility when their bus trip starts from the garage. The Company will pay fifteen (15) minutes for performing the required pre-trip inspection. When performing a relief, the Operator will perform a safety walk around inspection when taking over the bus, and then a vehicle inspection at subsequent layover points. The Company will pay five (5) minutes for performing require post-trip inspections.
- E. An Operator who returns to the facility late due to mechanical failure, accidents, weather conditions, traffic delays, heavy passenger loads, or as directed by the Company, will be paid for all such time, upon reporting the late arrival to the dispatcher.
- F. Operators are paid for all time while in control of his or her assigned Company vehicle, including travel time between the facility and the start or end location of the Operator's work.
- G. Each Operator will be paid actual time for each properly completed accident report required by the Company.
- H. Operators in revenue service shall be permitted to consume food and drink on the bus at layover points when time permits, but it must not interfere with the Operator's regular duties.
- I. If a route is cancelled because of inclement weather, the Company will contact the employee to notify the employee of the cancellation. If the employee is not contacted and shows up at the location for the route, the employee will be paid two (2) hours, or for time actually worked if greater, at their regular wage. Employees will be responsible for monitoring all media outlets for notification of any closing.

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**ARTICLE 25-WAGES**

<b>NON-CDL CLASSIFICATION</b>	<b>Effective first pay period after 4/1/2018</b>	<b>Effective first pay period after 4/1/2019</b>	<b>Effective first pay period after 4/1/2020</b>
48+ months	\$17.28	\$17.84	\$18.61
36-48 months	\$16.75	\$16.90	\$17.10
24-36 months	\$15.75	\$15.90	\$16.10
12-24 months	\$15.00	\$15.25	\$15.50
0-12 months	\$14.50	\$14.75	15.00

Operators in the CDL Classification (including all existing operators at the time of ratification) shall be paid the CDL Classification rate.

<b>CDL CLASSIFICATION</b>	<b>Effective first pay period after 4/1/2018</b>	<b>Effective first pay period after 4/1/2019</b>	<b>Effective first pay period after 4/1/2020</b>
48+ months (\$16.89, \$17.72)	\$18.78	\$19.34	\$20.11
36-48 months (\$16.39)	\$18.25	\$18.40	\$18.60
24-36 months (\$15.91)	\$17.25	\$17.40	\$17.60
12-24 months (\$15.45)	\$16.50	\$16.75	\$17.00
0-12 months (\$14.71)	\$16.00	\$16.25	16.50

- A. Step increases will take effect the first pay period after the employee's anniversary date.
- B. Management will offer CDL training for Non-CDL Operators. If Non-CDL Operators obtain their CDL, they may bid on open positions in the CDL Classification, by seniority. Once Non-CDL Operators are awarded a position in the CDL Classification, they will receive the CDL Classification rate.
- C. All extra board Operators shall be trained on all routes. Non extra board operators shall not be allowed to drive a route unless they have been trained on it.

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- D. The Company shall determine the appropriate training rate.
- E. Instructors when training shall be paid an additional one dollar (\$1.00) per hour, while instructing trainees.

#### ARTICLE 26-INSURANCE

- A. This Article shall apply to Full-time Operators only. The Company shall make available group medical insurance to each operator on the first of the month following sixty (60) days of employment. The contribution shall be as follows:

Effective January 1, 2019	Employer Contribution to the Monthly Cost	Employee Contribution to the Monthly Cost
Employee Only	100%	0%
Employee + Spouse	80%	20%
Employee + Child(ren)	80%	20%
Employee + Family	80%	20%

- B. Health Insurance rate increases are anticipated and could occur during each renewal period. In the event the premium increases over 15% the Company, with the Union's assistance, may reduce the coverage and/or change carriers so that the increase will not be greater than 15%. Such reduction in coverage or change in carriers would only be to the extent to limit the increases to 15%.
- C. The Company shall make available dental insurance to the employee. The monthly contribution rate shall be as follows:

DENTAL	Total Cost-High	Total Cost-Low	Employee Cost	
Employee Only*	\$19.47	\$15.48	\$0.00	
Employee + Spouse	\$38.41	\$30.49	\$8.45	\$6.71
Employee + 1 or more children	\$42.28	\$31.37	\$9.72	\$7.22
Employee + Family	\$66.86	\$50.34	\$20.73	\$15.61

Dental Insurance rate increases are anticipated and could occur during each renewal period. Any increases in the monthly dental insurance premium shall be shared equally (50/50) between the Company and the employee with the Company paying 50% and the Employee paying 50% of any increases. In the event the premium increases over 15% the Company, with the Union's assistance, may reduce the coverage and/or change

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carriers so that the increase will not be greater than 15%. Such reduction in coverage or change in carriers would only be to the extent to limit the increases to 15%.

- D. The Company shall make available vision insurance. Employees electing employee-only coverage shall pay 0% of the premium and the Company shall pay 100% of the premium. Employees electing dependent coverage shall pay 50% of the additional premium and the Company shall pay 50% of the additional premium.
- E. The Union and the Company agree to adopt and institute a 125 plan in accordance with the IRS tax code.
- F. The Company will provide short-term disability and long-term disability insurance for Full-Time employees at no cost to the employee. Short-term disability insurance shall pay at a rate of 66% of the employee's regular weekly salary NOT TO EXCEED a benefit of \$300 per week for a total of 13 weeks. Long-term disability shall pay at a rate of 60% of the employee's regular monthly salary NOT TO EXCEED 24 months.
- G. The Company will provide \$30,000 of life insurance for Full-Time employees at no cost to the employee.

#### ARTICLE 27-401K DEDUCTIONS

- A. The Company shall make voluntary payroll deductions in the amount designated by the participating Operator into the ATU's 401K plan (Plan), and forward such deductions to the Plan Administrator. There shall be no Company contribution.
- B. None of the terms, conditions, or language of the Plan shall come under the Grievance and Arbitration provision of the Agreement.
- C. The Union will hold the Company safe and harmless from any and all liability arising out of the administration of the Plan. The Company will not be responsible for any administrative costs associated with the Plan.

#### ARTICLE 28-PAID TIME OFF (PTO)

- A. This Article shall apply to Full-Time Operators only.
- B. Operators will accrue the following amounts per pay period and once it is earned will be eligible to use the hours for paid time off:

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	0-3 Years	4-5 Years	6+ Years
Accrual	4.62 hours	5.23 hours	6.25 hours

- C. These hours can be used for personal time off (e.g., vacation, sick leave, inclement weather route cancellations, and birthday). However, the usage can be for not less than four (4) hour increments.
- D. Operators shall be allowed to carry over from one year to the next (Company's leave year) a maximum of sixty (60) hours. If not used, these hours shall be lost. The Company will, however, allow employees until January 31 of each leave year to use any unused hours.

**ARTICLE 29-HOLIDAYS**

- A. This Article shall apply to full-time Operators only.
- B. Operators shall receive the following Holidays. If scheduled to work a five day week, the Operator will receive eight (8) hours pay, and Operators working a four day week will receive ten (10) hours pay for holidays which fall on a work day or eight (8) hours pay if the holiday falls on a scheduled day off.

New Year's Day	Fourth of July	Thanksgiving Day	Christmas Day
Memorial Day	Labor Day	Day After Thanksgiving	

- C. In order to be eligible for holiday pay, an Operator must work the last scheduled work day before the holiday, the first scheduled work day after the holiday and the holiday itself (if it is a scheduled work day).
- D. Operators on military leave, suspension, layoff, or otherwise not available, are not entitled to holiday pay.
- E. Operators must have completed their probationary period in order to be eligible for holiday pay.

**ARTICLE 30-MILITARY LEAVE**

All employees enlisting or entering the military service of the United States, pursuant to the provisions of The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) shall be granted all rights and privileges provided in the Act.

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**ARTICLE 31-LEAVES OF ABSENCE**

- A. The Company may grant a leave of absence without pay and without loss of seniority to full-time Operators who have completed at least 12 months of employment, for good cause when requested by the employee in writing, as soon as possible in advance of the leave. Leave of absence shall not be granted for longer than six (6) months, except on a case by case review of the employee’s work record and length of service. An employee who does not return to work on the specific day schedules for his or her return (absent extreme extenuating circumstances that prevented the employee from contacting the Company) or who engages in employment with another employer while on such leave unless with the written approval of the Company, will be considered to have voluntarily quit his or her employment with the Company.
- B. The Company shall grant leaves of absence without pay and without loss of seniority to employees according to the provisions of the Family and Medical Leave Act (FMLA).
- C. Medical leave of absence of an employee for a period in excess of FMLA may be granted with proper medical certification not to exceed a total of six (6) months, including FMLA, to full-time employees who have completed at least 12 months of employment.
- D. An employee on approved leave of absence from the Company shall continue to retain his or her seniority and shall return to the same classification he or she held prior to the leave.
- E. For a medical or FMLA leave of absence, an employee on such leave of absence shall be responsible for his or her share of insurance premiums if the employee intends to continue such coverage, and the Company shall pay its share. If the employee fails to pay his share of the premium, for the elected coverage during such absence, the insurance coverage may be terminated.
- F. Operators returning from an approved Leave of Absence must contact the Company at least seven (7) calendar days in advance in order to arrange for completing return to work requirements.

**ARTICLE 32-JURY DUTY AND COURT LEAVE**

- A. This Article shall apply to full-time Operators only.
- B. Operators shall be released from work with pay on the workdays serving on jury duty, not to exceed seven (7) days over the life of the Agreement. Pay for jury duty shall be

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eight (8) hours at the Operator's regular rate of pay. Pay will be granted under the following conditions

1. The Operator shall present to a supervisor evidence of the summons to jury service immediately upon receipt of such summons.
  2. The Operator must actually suffer a loss of scheduled work time through jury duty attendance.
  3. The Operator must remit to the Company a properly endorsed and signed check received as a result of jury service. Said jury compensation is to be turned over within five (5) days of receipt of same.
  4. Upon each day's release from jury duty, the Operator shall immediately notify his/her supervisor to determine when he/she will return to service.
  5. If jury service falls during the Operator's vacation, he/she shall be able to select another open vacation slot.
- C. Operators who are required by the Company or required, as a result of completing a Company accident or incident report, to attend a court or hearings on regular working days, shall receive pay for earnings lost. Operators required by the Company to attend court on their days off will receive actual time spent in court (including travel time) at their regular straight-time hourly rate.

#### ARTICLE 33-FUNERAL/BEREAVEMENT LEAVE

- A. This Article shall apply to all full-time Operators only.
- B. Full-time Operators who have completed their probationary period will receive up to three (3) consecutive days, with pay on such scheduled work days or hours, at the applicable straight-time hourly rate due to absence by reason of death of a person in the employee's immediate family.
- C. Compensation for time lost from scheduled work hours will be paid under the following conditions:
- a. Compensation will not be paid unless the employee loses scheduled work time.
  - b. Immediate family is defined as spouse, children, step children, and father, mother, brother, sister, grandparent, mother-in-law and father-in-law or any other relative in the employee's household at time of death.
  - c. The Company, at its discretion, may require proof of the employee's relationship through an obituary or newspaper notice, statement of funeral director or attending physician, death certificate or other source.

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- d. Additional time off without pay may be allowed if a need is demonstrated and this is approved in advance by the General Manager. Any earned and unused vacation days must be used for required and approved additional days off.

**ARTICLE 34-PASS PRIVILEGES**

Operator’s pass privilege policy is found in the Company’s Employee Handbook.

**ARTICLE 35-ACCIDENT REVIEW COMMITTEE**

- A. The Company will make the initial determination of accident preventability. A driver may choose to appeal the Company’s determination that an accident was preventable to the Accident Review Committee, and must file such appeal within seven (7) calendar days of the date of the Company’s preventability determination.
- B. The Accident Review Committee shall decide preventability issues only, and shall not determine discipline questions. Discipline rendered as a result of a decision that an accident was preventable is subject to the Discipline and Grievance & Arbitration Procedure of this labor agreement, however, the determination of the Accident Review Committee may not be appealed.
- C. The Accident Review Committee will be made up of equal numbers of bargaining unit members and non-bargaining unit members, and one (1) neutral party. The Accident Review Committee will consist of not more than five (5), but not less than three (3), persons. The Union shall have the right to select the bargaining unit members. The Union and the Company shall mutually select the neutral party. An Accident Review Committee member who has incurred a preventable accident within the prior 12 months will not be eligible to serve on the Accident Review Committee, and an alternate must be selected.

**ARTICLE 36-COMMERCIAL DRIVERS’ LICENSE**

Upon completion of their probationary period, the Company will pay for the Commercial Drivers’ License (CDL) with a “P” endorsement for all Operators required to have a CDL. Operators shall be reimbursed within two (2) weeks of the presentation of the receipt from DMV. This provision applies to renewals, and to the fees for the initial CDL acquired while an employee of the Company, but does not apply to permit fees.

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COMPANY: Billy James

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**ARTICLE 37-PROMOTIONS**

- A. Consideration will be given all operators in making promotions and assignments to supervisory or other positions outside of the bargaining unit. Operators accepting a promotion which would cause them to leave the bargaining unit will retain all seniority rights for a period not to exceed sixty (60) calendar days in the event they were to return to the bargaining unit within that period.
- B. Operators returning to the bargaining unit after the sixty (60) calendar day period shall return to the bottom of the seniority roster for bidding purposes, but shall retain their years of employment for purposes of determining benefits and benefit levels.

**ARTICLE 38-UNIFORMS**

It is agreed by the Union that Operators will wear the type, quality and color of uniform provided by the Company. All Operators shall be issued an initial set of uniforms and will be required to comply with the Company's uniform policy referenced in the Employee Handbook.

- A. The Company will provide uniforms to all employees through a lease program. The uniforms will remain as property of the company. Failure to return uniforms within 72 hours of termination will result in a payroll deduction at the current cost of replacement for each item not returned. Current costs will be updated yearly and reflected on the uniform agreement form.
- B. The Company will provide the following items for each employee:
- 7 pairs of pants or shorts, employee choice
  - 7 shirts, long sleeve or short sleeve, employee choice
  - Rain Coat
  - New Belt
  - 1 Polo Shirt, to be worn on UNT requested days and routes (day and routes shall be posted at least 7 working days ahead of any change)
  - New Hat, summer and winter
  - Sweater
  - Heavy Jacket

The Company shall replace any worn out items as needed. Employees shall bring in worn out items to be replaced. Non-special order replacements will be made within 14 days. Special order replacements will be made as promptly as possible, but may be more than 14 days.

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Employees with a remaining balance on their previous uniform allowance shall be afforded 30 days after ratification in which they may purchase approved shoes and receive a reimbursement up to the amount of their remaining balance.

#### ARTICLE 39-DRUG AND ALCOHOL

- A. The Company agrees to abide by all federal U.S. Department of Transportation (DOT) drug and alcohol testing regulations that govern commercial vehicles.
- B. In addition, the Company shall have the right to establish, modify, or eliminate its own separate Drug and Alcohol Policy to protect Transit Management of Denton County, Inc's (TMDC) employees, customers and the public from the safety and health risks posed by the misuse of alcohol and prohibited drugs. Further, it is understood the Company may amend the Policy from time to time in compliance with changes adopted by the federal D.O.T. and applicable to the Company's transit operation. The Company may make other changes to the Policy after first giving the Union at least seven (7) day written notice and a written copy of the changes.
- C. All laboratory testing methodology and chain of custody procedures which apply in federal D.O.T. testing shall be compiled with in connection with all drug and alcohol tests administered to employees covered by this Agreement.

#### ARTICLE 40-CONTRACT REPRODUCTION

The Company shall be responsible and shall pay for each employee to be provided a copy of the contract.

#### ARTICLE 41-SAVINGS CLAUSE

Should any part or portion of this Agreement as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

DATE: 11/21/18  
 COMPANY: [Signature]

UNION: Kenneth Day

**ARTICLE 42-COMPLETE AGREEMENT AND WAIVER**

- A. No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the Company and the Union.
- B. The terms set forth in this Agreement constitute the complete and entire agreement between the Company and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter which the parties could have known of by reasonable diligence.
- C. This Agreement shall be binding upon the parties hereto, and shall be effective April 1, 2018 and shall remain in effect until midnight March 31, 2021, except as changes, amendments, or supplements may be mutually agreed upon during its term and reduced to writing. This Agreement shall be automatically renewed from year to year thereafter, unless either party gives written notice of a desire to modify, amend, or terminate same at least sixty (60) calendar days prior to the expiration date or any anniversary date thereof.

DATE: 11/21/19COMPANY: Billy StoneUNION: Kenneth Day

IN WITNESS THEREOF, the parties have executed this Labor Agreement as dated below.

FOR THE COMPANY:  
First Transit, Inc.

  
\_\_\_\_\_  
Bobby Sharpe; General Manager

11/21/18  
Date

FOR THE UNION  
ATU, Local 1338

  
\_\_\_\_\_  
Kenneth Day; President

11/21/18  
Date

  
\_\_\_\_\_  
Eddie Moreno, Negotiation Committee

  
\_\_\_\_\_  
James Owen, Negotiation Committee

  
\_\_\_\_\_  
Albert Dirla, Negotiation Committee

  
\_\_\_\_\_  
DeBoss Christian, Negotiation Committee