

**AGREEMENT**

**BETWEEN**

**REGIONAL TRANSIT AUTHORITY**

**AND**

**UNITED LABOR UNION**

**LOCAL 100**

**EFFECTIVE**

**JULY 1, 2025 – December 31, 2028**

**AGREEMENT BETWEEN  
REGIONAL TRANSIT AUTHORITY  
AND  
UNITED LABOR UNION  
LOCAL 100**

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**AGREEMENT BETWEEN  
REGIONAL TRANSIT AUTHORITY  
AND  
UNITED LABOR UNION (ULU)  
LOCAL 100**

THIS AGREEMENT is made and entered into this 1<sup>ST</sup> day of July 2025, by and between REGIONAL TRANSIT AUTHORITY, its successors and assigns, (hereinafter referred to as the "Authority") and Local Union 100 of the UNITED LABOR UNION (hereinafter referred to as the "Union").

**WITNESSETH:**

The parties to this Agreement hereby recognize that they are engaged in a business impressed with a service to the public and that they owe to the public the duty and obligation to provide and render safe, adequate, continuous and efficient public transportation service, and to that end they have entered into these mutual covenants with full recognition of the paramount rights and interest of the public and their obligation to fully and sincerely cooperate to meet the public's requirements.

It is understood and agreed that both parties to this Agreement will comply with all applicable, mandatory provisions of Federal, State and Local Law and recognize that any part of this Agreement that is in conflict with any mandatory Federal, State or Local Law shall be suspended and the appropriate mandatory law shall prevail.

It is the intent and purpose of this Agreement to assure a sound and harmonious working relationship between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth the full agreement between the parties.

This Agreement and all of its terms and conditions shall ensure to the benefit of and be binding upon the successors and assigns of the respective parties.

If any disagreement or dispute should arise in respect to the meaning, interpretation or intention of this Agreement, or any part thereof, either party hereto shall be entitled to have same determined by the grievance and arbitration procedures provided in Article 6 and 7 below.

The rights of the parties to this Agreement as established by past practices consistent with this Agreement are preserved unless specifically waived or relinquished

by provisions of this Agreement.

## **ARTICLE 1 – MANAGEMENT FUNCTIONS RESERVED:**

a.) The Authority reserves and retains, solely and exclusively, all of its inherent rights to manage the business as such rights existed prior to the execution of this Agreement except as specifically abridged, delegated, granted, or modified by this Agreement, or by any supplementary agreements that may be made hereafter. The Authority shall have the full and exclusive authority to determine and direct the policies, procedures, and methods of operating its business without interference by the Union.

Without limiting the generality of the foregoing, the sole and exclusive rights of the Authority to manage which are not abridged by this Agreement include, but are not confined to, the right to:

- determine, and from time to time to re-determine, the number, types and locations of its operations, and the methods, equipment and processes to be employed;

- discontinue or automate methods, equipment, processes or operations; to determine the qualifications for new employees and to select its employees; to determine the size and composition of its working forces;

- determine the number of employees, if any, required in any classification; to determine operating schedules, rules and policies;

- determine the number and type of equipment, machinery, materials and supplies to be used or operated, and the services to be rendered or supplied;

- lay off employees because of lack of work or other legitimate reasons or recall such employees in accordance with Article 10;

- hire and assign employees to work; to promote and transfer employees in accordance with Article 14;

- reprimand, discharge or otherwise discipline employees for just cause; to determine job content and the amount and types of work needed; to determine and make the assignments of work;

- schedule the hours and days to be worked on each job and each shift; to transfer or assign any part of its business operation;

- expand, reduce, alter, combine, transfer, assign or cease any job or job classification consistent with past practice, and for business purposes;

-place service or maintenance work with outside contractors or subcontractors; to determine the amount of supervision necessary;

-control and regular, or discontinue the use of supplies, equipment, machines, and processes and any other property owned, used, leased or possessed by the Authority ;

-establish, modify and enforce reasonable rules or regulations, policies and practices;

-introduce new, different or improved methods, means and processes of production, maintenance, service and operation; and

-otherwise generally to manage the and direct the work force.

The Authority 's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in any particular way, shall not be deemed a waiver of its rights to exercise such function or right, nor to preclude the Authority from exercising the same in some other way not in conflict with the express provisions of this Agreement.

b.) The Authority reserves and retains, solely and exclusively, all of its inherent rights to manage the business as such rights existed prior to the execution of this Agreement except as specifically abridged, delegated, granted, or modified by this Agreement, or by any supplementary agreements that may be made hereafter.

c.) The Authority shall notify the Union as far in advance of any changes in operations, procedures, methods, equipment, or use of the workforce as is possible. Moreover, if the union requests, the Authority will bargain in good faith, to agreement or impasse, before carrying out the change.

## **ARTICLE 2 - RECOGNITION AND REPRESENTATION:**

The Authority is a political subdivision of the State of Louisiana. As such the provisions of NLRA and NLRB are not applicable to the Authority.

However, the Authority hereby recognizes the right of its employees to bargain collectively through representatives of their own choosing and recognizes the Union as the sole collective bargaining agent for the employees within the bargaining unit.

The Authority hereby recognizes the Union as the exclusive bargaining agent for the following employee classifications: (1) accounts payable clerks, payroll administrator, senior payables clerks, receptionists, administrative assistant, HR specialists (benefits, leave, workforce development, employee engagement, administrative assistant, buyers, safety specialists; and (2) accountants, payroll administrators, budget analysts, senior budget analysts, transportation planners, planning and scheduling analysts, grants

analysts, senior grants analysts, grants accountants, data analysts, systems analysts, ADA specialists, and contract administrators; but excluding: (1) all probationary personnel as defined in Section 2(a) and 2(b) of this Article; (2) all confidential employees, managerial employees, guards, street supervisors, other individuals classified as supervisors; and (3) all bargaining unit employees represented by the Amalgamated Transit Union, Division 1560 and the International Brotherhood of Electrical Workers, Local 1700-4. As defined herein, confidential employees are persons responsible for negotiating, processing, handling, and reviewing the grievance process, or who assist and act in a confidential capacity to those who formulate, determine, and effectuate management policies with regard to labor relations or substitute for employees having such duties. Confidential Employees include employees from the Employee and Labor Relations and Talent Acquisition Division of the Human Resources Department, internal auditors, administrative analysts to department chiefs, and executive assistants to the CEO and Board Administration.

The aforementioned bargaining unit classifications enumerate the positions covered under the original agreement between the Authority and the Union. It is acknowledged that some of these positions are either no longer existent or are no longer included in the bargaining unit. The Authority and the Union hereby agree that the positions currently covered are enumerated in Article 12. Furthermore, the parties shall jointly endeavor to reconcile the classifications listed in Article 2 with those set forth in Article 12.

a.) **DEFINITION OF PROBATIONARY PERSONNEL** – "Probationary personnel" are newly hired persons who have not completed six (6) months of actual work in any on-job classification covered by this Collective Bargaining Agreement. The probationary period shall start on the date of hire. It is understood; however, that the probationary employee's seniority position shall be determined by their date of employment. During the training and probationary periods, the retention or discharge of employees shall be at the sole discretion of the Authority and the Authority's decision to discharge shall not be subject to the grievance procedures herein.

b.) The term newly hired, as it is used in the **DEFINITION OF PROBATIONARY PERSONNEL** in the Recognition clause, Article 2, Subpart (a.) of the collective bargaining agreement, refers to any employee who is hired into a job classification covered by the collective bargaining agreement, regardless of whether the employee was formerly employed by the Authority in a non-covered position.

c.) The Authority agrees to meet and treat with duly accredited officers of the Union upon all questions and grievances as provided hereinafter.

d.) When a new job classification is created within the bargaining unit or an existing one is eliminated, the Authority shall notify ULU and shall bargain with the Union regarding rates and conditions of the new position. And will include any such agreement in a separate Memorandum of Understanding between the Union and the Authority on this matter.

### **ARTICLE 3 - MEMBERSHIP:**

a.) Employees who are covered by this Agreement have the right to join or not to join the Union, to maintain their membership or to discontinue their membership in the Union. Each employee shall decide such matters without coercion or discrimination by either party to this agreement.

b.) The Authority shall be required to recognize as a union steward any employee when the Union has informed the Authority in writing of the employee's name, department, and area of responsibility.

c.) The Union shall be given reasonable time of not more than one (1) hour during the new hire initial training period to orient new employees concerning matters which are in the mutual best interest of the parties. Representatives of the Authority shall meet with the representatives of the Union to effectuate the details of an orientation program. The Authority will notify the Union about any and all scheduled orientations for new bargaining employees.

d.) The Authority will provide a bulletin board at each location for the Union to post from time-to-time notices to provide information to the members of the Union. Union notices should be limited to these boards.

e.) An employee shall be allowed to wear a union button at work as long as it does not distract from their duties and is not disparaging to the Authority.

f.) Representational Activity: Upon receiving permission from his/her immediate supervisor, the Union Steward will be entitled to a reasonable amount of non-paid time for investigating, processing, and/or presenting grievances. The Union Steward will be paid in those instances where a meeting is scheduled at the convenience of the Authority and its representatives and when the Union Steward is scheduled to work and on the clock. Employees and employee representatives of the Union who participate in grievance hearings or other meetings with the Authority will be excused for that reasonable portion of the regular scheduled work period which occurs during the meeting. The number of employees attending such meetings on paid time shall be limited to the number reasonably necessary to attend to the business at hand, not to exceed the grievant and two (2) Union representatives.

g.) The Authority shall allow the union reasonable access to inter-office communication systems for transmission of information to the bargaining unit. Such transmissions shall identify the source as the Union and be appropriately sealed.



h.) Union Visitation: Representatives of the Union will be granted access to employee work areas during non-working time when necessary to maintain representation and bargaining responsibilities. Such access shall not be unreasonably denied.

i.) Union Business Leave – Union Conventions and Seminars: An employee or employees designated by the Union to attend Union-sponsored events shall be granted paid leave for scheduled work hours lost for such purposes; provided that the total leave granted under this section to all employees shall not exceed eighty (80) hours per calendar year and no more than three (3) employees from the bargaining unit may receive such leave at the same time. The Union must notify the Authority in writing, at least fifteen (15) calendar days in advance of such event, of the name(s) of the employee(s) designated to attend the seminar or convention, and the dates of their absence. The Authority may refuse to grant leave under this Section if the employee absence would adversely impact the operations of the Authority.

#### **ARTICLE 4 – ASSIGNMENT OF UNION DUES INITIATION FEES AND ASSESSMENTS:**

a.) From the pay of each employee who is a member of Local 100, ULU and who in writing authorizes and directs the Authority to do so, the Authority on the first (1st) payday of each month will deduct such a sum for Union dues, initiation fees and assessments as the operator authorizes, directs and assigns and as are consistent with law. Such assignment shall be effective for the calendar year in which such assignment is executed, and it shall continue in effect from year-to-year thereafter. The Authority will accept such assignment and will forward the amount thus deducted to Local 100, ULU together with an itemized statement showing the source of each deduction.

b.) After making the deduction, assigned, authorized, and directed as provided for in the preceding paragraph, the Authority will forward the total sums thus deducted to the assignee indicated within four (4) days after the payday upon which the deduction is authorized and directed to be made. The report of dues deduction shall be provided electronically in a spreadsheet format.

c.) If, for any payroll period in which the Authority is obligated to make deductions pursuant to this Section, the wages owed an employee (after deductions mandated by any governmental body) are less than the amount of money which the employee has authorized the Authority to deduct, the Authority shall make no deductions from wages owed by the employee for that payroll period. The Authority shall provide with the transmission of the dues to the Union, a list of all employees making payroll dues deductions.

d.) The employer agrees to deduct and transmit to Local 100, ULU for transmission to the Local 100, ULU Political Action Committee (PAC), the amounts specified by each employee from the wages of those employees who

voluntarily authorize such contributions on the forms provided for that purpose by the PAC. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

e.) The Union will hold harmless and indemnify the Authority against all cost of investigation and defense, and any and all liability claims of any kind which the Authority may incur or sustain as a result of relying on any assignment and deduction authorization or other notices (including, but not limited to, notice(s) of change(s) in regular dues structure) furnished by the Union to the Authority, or other liability that arise out of or by reason of actions taken by the Authority pursuant to this Article.

#### **ARTICLE 5 – DIRECT DEPOSIT:**

The employee shall authorize the Authority to deposit any amounts owed to the employee, as instructed by the employee, by initiating credit entries to the account at the financial institution(s) indicated by the employees online through their payroll self-service account or via paper form available through human resources.

#### **ARTICLE 6 - GRIEVANCE AND GRIEVANCE PROCEDURES:**

##### **Definition of Grievance**

a.) As used herein, grievance is defined as any dispute arising from the interpretation or application of this agreement, including any dispute between the Authority and an employee or the Union as to whether an employee has been disciplined, suspended or discharged for just cause.

Questions arising as to whether or not a particular claim or grievance meets the definition of a grievance stated herein may be taken up through the grievance procedure and submitted to arbitration, if necessary, by either the Authority or the Union.

If and when new policies are established or old policies revised resulting in a dispute between the parties, the Chief organizer or designee may submit such dispute directly to the 3<sup>rd</sup> step of the grievance procedure.

##### **b.) Grievance Procedure:**

##### **First Level Grievance**

A grievance as defined herein shall be considered in accordance with the following procedure. The steps in the grievance procedure which must be taken in order and within the time period set forth are as follows:

### **Step 1: Written Grievance to Immediate Director or Designee**

If an employee believes that they have been unjustly treated, the employee may present a grievance through a representative of the Union (Local 100, ULU). The grievance must be presented in writing by the Union to the Immediate Director or designee not later than five (5) working days from the date of the occurrence that gave rise to the alleged grievance.

The immediate Director shall provide a written answer to the Union within five (5) working days following the date the grievance was held. If no written response from the Authority has been set forth, the grievance granted to the Union unless an extension has been agreed upon by both parties.

### **Second Level Grievance**

#### **Step 2: Written Appeal: The Appropriate Departmental Chief Officer, or Designee, The Chief Organizer, Union President and/or Designee**

If the grievance is not resolved at Step 1, not later than five (5) working days after the receipt of the written answer at Step 1, the Union may file a written appeal and may request, in writing, a conference with the Appropriate Departmental Chief Officer or designee (property level) or designee.

At the second step, the Appropriate Departmental Chief Officer or designee shall provide a written answer to the grievance within five (5) working days following the date of the submission of the written appeal at Step 2, or the date of the Step 2 conference (if such is held at a later date) at which the grievance was discussed by the parties.

### **Third Level Grievance**

#### **Step 3: Final Written Appeal: The Chief Executive Officer, or Designee, The Chief Organizer, Union President and/or Designee**

If requested in writing by the Union Representative within five (5) working days after reply from the 2nd step, a conference shall be held between the Union Representative and the Chief Executive Officer or an Authority designee not involved in the adverse action or the grievance process at a lower level, who shall make his decision known to the Union Representative within seven (7) working days following the date of the conference at which the grievance was discussed by the parties. Thereafter, if no satisfactory settlement is reached, the issue will be eligible for arbitration. If for any reason the Authority is unavailable, an extension of time can be granted if agreed

to by both parties. Nothing will preclude a grievance being resolved in a lower grievance level prior to mediation or arbitration. Mediation will be an option if both parties agree.

c.) **Mediation Procedure:**

The Authority and the Union shall set a panel for mediating unresolved grievances at which a mutually agreed upon mediator or arbitrator shall be present for such hearing. Should the panel be unable to reach an agreement, the Authority and the Union will move to arbitration as set forth Article 7.

d.) **Discipline of Employees:**

**Section 1:**

All discipline imposed or anticipated by the Authority against an employee for violations of its rules or other offenses must be conducted within ten (10) working days after any offense or alleged offense has been made known to the Authority or its officials. If the discipline is not imposed within the time limits set forth herein, such allegations shall be non-binding. Exceptions are permitted for investigations involving law enforcement.

When the Authority disciplines an employee and/or places an entry in the employee's file, the employee and the Union shall be provided a copy. An employee may request a file review with written notification to Human Resources.

**Section 2: Just Cause**

No employee may be discharged or disciplined without just cause.

**Section 3: Conference**

Before any employee is called into a conference or investigatory meeting for the purpose of imposing discipline, suspension, or warning, the employee shall be given the option of having present a union steward or representative.

**Calculation of Time Limitations:**

e.) Saturdays, Sundays, and holidays, including the Day after Thanksgiving, Christmas Eve and New Years Eve, and administrative office closures due to weather emergencies, natural disasters, and other unforeseen emergencies prompting the Authority to shut down operations shall be excluded in the calculation of all of the time limits set forth in Article 6 and 7.

f.) The time limitations set forth in this Article 6 are of the essence of this Agreement. Unless agreed to by both parties, no grievance shall be accepted by the

Authority unless it is submitted or appealed within the time limits set forth in Article 6 and 7 of this Agreement.

g.) If it is determined the employee was improperly suspended or discharged, the Authority shall reimburse the employee any/all lost wages and employee will resume in their status before disciplinary action.

h.) If the grievance or claim of unjust treatment is not settled by the foregoing procedure, the aggrieved party shall notify the other in writing within the five (5) days following the next monthly Union membership meeting which is held after receipt of the other party's final answer if it desires to take the grievance to arbitration. Selection of arbitrators and the arbitration procedures shall be in accordance with ARTICLE 7. Discharges shall be subject to arbitration.

i.) Processed in Working Hours: The parties agree that, as part of the consideration of this Agreement, grievances shall be processed during working hours in a diligent manner resulting in the least possible interference with the conduct of the Authority's business.

j.) Personnel Files: The employee shall be notified of any notices or information regarding disciplinary action or job performance placed in their file, and the employee shall be permitted to write a letter of response that shall also be placed in the file.

#### **The Authority Grievance:**

##### **1st Step:**

The Authority will discuss the grievance with the Chief Organizer/ Union President or designee at a mutually convenient time within seven (7) working days after knowledge of occurrence of the event complained of in order to try to reach a satisfactory settlement.

##### **2nd Step:**

If the Authority grievance is not settled in the 1<sup>st</sup> Step, it may be submitted to arbitration in accordance with the provisions of ARTICLE 7.

#### **ARTICLE 7 - ARBITRATION AND ARBITRATION PROCEDURES:**

**Section 1.** In the event either the Authority or the Union shall have demanded that a grievance be submitted to arbitration, as hereinabove provided, the following procedure shall be observed:

**Section 2.** Selection of Arbitrator - Within fifteen (15) working days from receipt of the request to arbitrate, the Chief Legal Officer and the local Chief Organizer, Union President, or their designated representatives, shall submit a jointly written request to a mutually agreed upon organization for a panel of seven (7) arbitrators who are experienced in handling the type of dispute involved.

**Section 3.** Upon receipt of the panel of arbitrators who meet the qualifications specified above, the parties shall jointly select the arbitrator listed thereon who is considered by them to be best qualified to decide the issue presented by the particular dispute. If the parties are unable to agree within five (5) days, excluding Saturday, Sunday, or holidays, after receipt of the panel of arbitrators, then each shall have the privilege of striking a name alternately from the panel submitted until only one (1) name remains, with the privilege of giving or taking the first strike being determined by lot. The panel member whose name remains shall be the impartial arbitrator. The parties shall jointly notify such panel member of their selection.

If the chosen arbitrator becomes unavailable, the parties will request another list and repeat the process.

**Section 4.** Fees and Expenses of Arbitrator - The expenses of the arbitrator shall be shared equally between the Authority and the Union, and each shall pay one-half of the costs, fees and expenses incidental to any such arbitration, exclusive of the fees and expenses of the attorneys or witnesses or other similar items of expenses incurred by each respective party. The arbitration proceedings may be recorded and transcribed by a court reporter, other qualified person or agreed to technical recording equipment by the parties' representatives. The party who orders the court reporter shall be solely responsible for the costs of recording and transcribing the arbitration proceedings unless the other party orders a copy of the transcript of the proceedings, in which case all costs of recording and transcribing shall be shared equally by the Authority and the Union.

**Section 5.** In the event of the failure of either party to act within the time limits provided within this Article, or as may be extended by agreement between the parties, the party so failing to do so shall forfeit its case.

**Section 6.** Saturdays, Sundays, holidays, and administrative office closures due to weather emergencies, natural disasters, and other unforeseen emergencies prompting the Authority to shut down operations shall be excluded in the calculation of the time limits provided in this Article. Such time limits shall be extended by agreement between the parties.

**Section 7.** The jurisdiction and authority of the arbitrators shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Authority.

The arbitrators shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or

obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure that has been agreed to by the parties.

Nothing herein shall be construed as obligating either party to termination of this Agreement or any extension thereof, or to arbitrate the terms of any contract or agreement to be entered on the termination of this Agreement or any extension thereof.

The arbitrators shall be limited to specific claims arising out of the interpretation of the express provisions of this Agreement and past practices not inconsistent with this Agreement or any extension thereof.

**Remedies** - If through the grievance or arbitration procedures, an employee who was dismissed is reinstated, that employee shall be made whole from the date of dismissal to the date of reinstatement, less any resultant disciplinary suspension time, by being compensated with back pay for the hours the employee would have been regularly scheduled to work during that period, less any and all interim earnings received by the grievant, any unemployment compensation, any pay for any training programs, and sums the grievant could have earned by the exercise of reasonable diligence, and/or any other like sums received (or that could have been received) from any source whatsoever by the grievant during the back pay period. Upon completion of arbitration, the reinstated employee will be entitled to retain seniority position and be credited lost vacation time back to termination. Violations will stand for the purpose of record keeping unless arbitrator orders removal of violation from employee records.

Employees must provide valid proof of interim earnings from any source including wages, unemployment benefits, and payments for training or alternatively a sworn affidavit establishing that no such earnings or payments were received while terminated from the Authority. The Authority will verify interim earnings through official sources.

All settlements and arbitration awards shall be drafted separately and paid ten (10) days after wages are verified through official sources.

## **ARTICLE 8 – ATTENDANCE AND TARDINESS:**

Punctual and regular attendance is an essential responsibility of all employees. The Authority requires that employees work in accordance with their approved work schedule: showing upon time; being ready for work; and completing the workday as scheduled. Those who are regularly or excessively absent, tardy, extend breaks or leave early may be subject to progressive discipline, up to and including termination.

The Authority will not penalize employees for tardiness or leaving early due to an emergency. If an employee is unable to work because of an unexpected illness, emergency, or a sudden and urgent situation, the employee must notify their supervisor within one half before their scheduled workday, or as soon as possible. Those who have scheduled an upcoming absence or know they will be absent should notify their supervisor

as soon as possible, obtaining approval when necessary.

If an employee requires a regularly scheduled absence or appointment for ongoing medical treatment (e.g., prenatal care, chemotherapy, etc.), he/she must work with his/her supervisor to schedule appointments so as to minimize disruption of work. If an employee cannot schedule an appointment outside of work hours, he/she should schedule them at the beginning or end of the workday. If these appointments interfere with work productivity; the supervisor may work with Human Resources to adjust the employee's assignment or work schedule.

Note: a supervisor may request that the employee provide a doctor's note or other proof of scheduled appointments.

Employees must notify their supervisor each day they are unable to report to work, as described above, if possible, unless they have provided a doctor's note about the anticipated length of illness. Supervisors may request a doctor's verification if an employee's unscheduled absence extends beyond three (3) working days; or for a period of less than three (3) days if the employee has had frequent incidents of illness.

If the tardiness extends beyond one half of the scheduled workday, it is considered an absence. However, any employee whose tardiness or leaving early is frequent, excessive, or unsubstantiated may be subject to disciplinary action up to and including termination. Employees may have their paychecks docked for tardy time.

If an employee fails to notify his/her supervisor of an absence for three (3) consecutive working days, the employee will be considered to have abandoned his/her position and voluntarily resigned from the Authority.

Prior to termination of employment due to a failure to report an absence, the employee's supervisor will make reasonable attempts to contact the employee, and/or the employee's emergency contact. If unsuccessful in making contact, the supervisor will contact Human Resources for further instructions. This will allow the supervisor to determine whether an employee was incapacitated at the time of absence, and unable to call in due to a medical emergency.

The Authority considers six (6) separate incidents of unexcused absences within any rolling 12-month period excessive. Supervisors must communicate clearly the standards for discipline to employees and apply them consistently. If a supervisor believes that an employee's absences or tardiness may be caused by personal problems or substance abuse, he/she may refer the employee to the Employee Assistance Program. For more information, see the Drug and Alcohol-Free Workplace and/or the Employee Assistance Program policy, or contact Human Resources.

## **ARTICLE 9 - LEAVES OF ABSENCE AND EXCUSED ABSENCES:**



a.) The Authority shall grant unpaid leaves of absence as required under the Family and Medical Leave Act (FMLA) and all other applicable federal and state laws.

b.) If the Authority grants an excused absence from work to an employee, this excused absence shall not be charged against the employee and shall be recorded as an uncharged absence.

#### **ARTICLE 10 - LAYOFF AND RECALL:**

The Authority shall give notice of intention to lay-off employees by posting a notice on the bulletin board at all stations at least one (1) week, or in lieu of prior notice the Authority will provide two (2) weeks' pay before the effective date of the lay-off and a copy of such notice shall be sent to the Union.

a.) The Authority will determine the timing of layoffs, the number of employees to be laid off, and how layoffs will be affected. A uniform reduction in the number of hours scheduled in a workweek for all employees shall not constitute a layoff. If the Authority lays off employees, the Authority will lay off in order of the most junior employees in the affected job classification first.

b.) If the Authority fills a vacancy in which employees are laid off, such employees shall be recalled in the reverse order of layoff.

c.) The Authority will forward notice of recall electronically and by certified mail to laid off employees at their last known address on record with the Authority, and a copy shall be sent to the Union. To protect their seniority, the employee is solely responsible for keeping the Authority informed of their current address and telephone number at all times. Any employee recalled under the provisions of this Article, who fails to notify the Authority within five (5) working days after receipt of the recall notice that he will report for work, shall have their name stricken from the seniority list and shall lose his seniority rights unless sickness or other valid reasons, not including other employment, can be demonstrated.

d.) Layoff and Recall - Layoffs will be according to job classifications affected, and the least senior employee in the affected job classification(s) within the department shall be the first laid off. To the extent possible, employees will be laid off in this order:

- 1) Temporary employees,
- 2) Probationary part-time employees,
- 3) Probationary full-time employees,
- 4) Full and part-time employees.

The most senior employee on layoff will be recalled first, and recall shall be by certified mail to the last known address with one-week notice to return; a copy of the recall notice will be sent to the union.

e.) If a qualified employee is laid off, payment for any accrued vacation shall be added to the final check in accordance with the provisions of Article 19.

#### **ARTICLE 11 – FREE TRANSPORTATION FOR EMPLOYEES:**

a.) Employees will be allowed free transportation on all lines upon presentation of a valid employee identification card.

b.) Employee must have his/her I.D. card on his/her person at all times when on duty and is subject to being checked for the presence of this card.

c.) If this I.D. card/badge is lost, the employee must notify immediately their Department Head, and all other employees must notify immediately their immediate supervisor. Employees will not be charged a fee for the replacement of this card. The employee will not be paid for any time required to make or replace cards. Damaged cards will be replaced free upon return to the Authority of the damaged card.

d.) This I.D. card is not transferable, and the use of this card by any person other than the employee to whom issued may result in termination.

e.) The selling or bartering of the I.D. card/badge will be grounds for termination. The lending, loaning, transferring, or using another employee's I.D. card/badge for any reason will be grounds for suspension and/or subject to termination.

f.) Upon separation of the employee from the Authority, this I.D. card must be returned to the Authority.

#### **ARTICLE 12 – WAGES AND JOB CLASSIFICATIONS:**

Employees in the bargaining unit shall be paid wages in accordance with the Board approved compensation structure.

Job Level, Grades, and Pay Bands as of December 14, 2023: Under this agreement, pay structures for employees will be on a scale based on the employees' job level, skills set, and experience. There are three grades for each job level and position. The pay band for each job classification shall be as provided below:

**I. Administrative Support Specifications: Administrative Assistant, Accounts Payable Clerk, Receptionist**

**The pay band for Administrative Assistant, Accounts Payable Clerk, and Receptionist shall be:**

Grade	Minimum	Midpoint	Maximum
1	\$43,070	\$51,480	\$59,889
2	\$49,530	\$59,200	\$68,871
3	\$57,210	\$68,675	\$80,139

## **II. Analysts Specifications: Budget Analyst, Data Analyst, Grants Analyst, and Systems Analyst**

**The pay band for Budget Analyst, Data Analyst, Grants Analyst, and Systems Analyst shall be:**

Grade	Minimum	Midpoint	Maximum
3	\$57,210	\$68,675	\$80,139
4	\$66,550	\$76,333	\$89,347
5	\$78,315	\$85,334	\$100,185

## **III. Professionals Specifications: Buyer, Accountant, Contract Administrator, Grants Accountant, HR Specialist, Payroll Administrator, Safety Specialist, Systems Analyst, Transportation Planner, Planning and Scheduling Analyst**

**The pay band for Buyer, Accountant, Contract Administrator, Grants Accountant, HR Specialist, Payroll Administrator, Safety Specialist, Systems Analyst, Transportation Planner, and Planning and Scheduling Analyst shall be:**

Grade	Minimum	Midpoint	Maximum
4	\$66,650	\$76,333	\$89,347
5	\$78,315	\$85,334	\$100,185
6	\$83,525	\$95,911	\$112,940

## **IV. Supervisors Specifications: ADA Specialist**

**The pay band for ADA Specialist shall be:**

Grade	Minimum	Midpoint	Maximum
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3	\$57,210	\$68,675	\$80,130
4	\$66,650	\$76,333	\$89,347
5	\$78,315	\$85,334	\$100,185

Adjustments to the salary maximums during the term of this agreement, if applicable, will be made in accordance with future Board actions and shall apply uniformly to both union and non-union positions, unless otherwise specified through the collective bargaining process.

Payment of wages will be made every other Friday, or earlier at the Authority 's discretion, for all work performed, through the preceding two Saturdays. When a holiday falls on Friday, the Authority will make every effort to make payment on the preceding Thursday.

### **ARTICLE 13 – WORKING HOURS:**

a.) The sole purpose of this Article is to provide a basis for the computation of straight time and overtime wages for bargaining unit classifications and nothing contained in this Article shall be construed as a guarantee or commitment by the Authority to any employee of a minimum or maximum number of hours of work per day, per week or per year.

Hours worked as defined by the Fair Labor Standards Act (FLSA) include all the time an employee is required to be on the employer's premises, on duty, or at a prescribed workplace.

Exempt employees perform work that is excluded from coverage under the Fair Labor Standards Act (FLSA) overtime rules. Exempt employees are therefore not entitled to overtime pay or on call pay.

On call time at an Authority worksite is considered hours worked and is compensable. On call time offsite is compensable if and when the employee is restricted from using this time freely.

The Authority 's pay records, practices, and procedures shall govern the payment of all wages.

b.) The regular workweek is forty (40) hours. The workweek commences on Sunday and continues through the following Saturday. On occasion employees may be required to work beyond their normal scheduled hours.

#### **c) Determination of Work Schedule and Assignments.**

The Authority shall retain, in its sole discretion, the right to modify, alter change and to redetermine from time to time the hours of work the work schedules and work assignments for each position in each job classification in the eligible classification.

To the extent possible, working hours and work assignments shall be assigned by seniority, whereby the most senior employees in each position for the affected employee classification will be given the opportunity to select working hours and work assignments over junior employees.

d) Changes in Work Schedules and Work in a Non-Bargaining Unit Hire Classification:

The Authority will pay nonexempt employees' overtime in accordance with the overtime pay provisions set forth below, for all hours worked over forty (40) in a workweek. The Authority reserves the right to use, in its sole discretion, extra personnel who are qualified and available to accommodate vacations, holidays, special projects and other needs of the transit business.

After working four or more hours in a higher job classification, the nonexempt employee will receive the rate applicable to the higher classification (subject to progression percentage) or his prevailing rate, whichever is higher, for actual hours worked in the higher classification. Exempt employees on an out-of-class assignment must perform the duties of a higher paying position for a minimum of two consecutive work weeks to be eligible for compensation at the rate applicable for the higher-paying duties.

e) Overtime: Nonexempt employees will be paid for all hours actually worked in excess of forty (40) hours during any workweek at an overtime of one and one-half times the straight time rate. Only actual hours worked, excluding sick leave, FMLA, STD, worker's compensation, vacation, holiday, lunch periods of at least thirty (30) minutes long, suspension time, any unexcused absence, time taken as leave without pay, taken as personal business, or other non-compensable time under FLSA will be counted towards determining eligibility for overtime pay. Nothing in this Agreement shall require the payment of the overtime rate for hours worked over eight (8) in any one day. If there are no volunteers for overtime, the junior person will be compelled to work. Employees are not permitted to perform overtime without advance authorization from the department head.

f.) Flextime: Flextime programs allowing for employees to begin and end work at nonstandard times within limits set by management shall be available to all regularly appointed employees working twenty (20) hours per week or more in the bargaining unit in accordance with the Authority's Attendance and Work Schedule Policy for its non-represented administrative employees.

**ARTICLE 14 – SENIORITY:**

a.) Except as provided otherwise in this Agreement, seniority shall mean an employee's length of continuous service in a job classification measured from the date and time the employee was hired into the job. If application of the preceding sentence

results in two (2) or more employees having the same seniority, the employee who first applied with the Authority shall be deemed more senior. Seniority shall not accrue to probationary personnel until completion of the probationary period set forth in Section 2 of this Agreement, at which time the employee shall possess seniority as defined in this Section. Seniority shall be applicable only as expressly provided in this Agreement.

b.) All employees shall be subject to this provision.

c.) An employee's seniority shall be lost for the following reasons:

- i.) Discharge (unless reinstated through grievance procedure), quit, retirement, death or resignation; or
- ii.) ii.) failure to give notice of intent to return to work after recall within the time period specified in Article 10 of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall; or
- iii.) except for layoff and work-related injury, time lapse of twelve (12) months since the last day of actual work for the Authority, regardless of reason; or
- iv.) failure to return to work upon expiration of a leave of absence; or
- v.) layoff for a period of twelve (12) months.
- vi.) After an employee has successfully completed the Probationary period, seniority shall be credited from the first day of employment. Seniority shall be recognized as employment with the Authority and its predecessors and shall not be confined or restricted to any specific department. In the event that any two (2) employees have an identical date of hire, the seniority order shall be determined by dates and times of the employees' applications for employment with the Authority. In the event of re-employment after a resignation or termination, seniority shall be computed from the date of such reemployment.

d.) Seniority: Any employee that voluntarily changes job classifications will enter into a new job classification at the bottom of the seniority roster. Any employee who changes their job classification as a result of job elimination or reduction in force will maintain their seniority within the new classification in which that employee is qualified.

e.) Application of Seniority: In all cases of advancement (except to supervisory and other positions outside the bargaining unit), demotion, filling vacancies, transfers, and layoff, the factors of (a) seniority and (b) technical and professional qualifications demonstrating classification competency shall be considered, and when the Authority determines that the factors considered in (b) are relatively equal among the various candidates, seniority shall govern.

f.) Job Bidding and Posting: When a vacancy occurs within a section due to retirement, advancements, discharge, increase in the number of authorized positions or resignation, it shall be posted on the Authority website and shall remain posted for a period of one (1) week. The Authority shall expedite the posting by filling the vacancy within a reasonable amount of time after the job posting is removed from the Authority website.

An employee must have been in their present assignment for six (6) months to be considered for filling vacancies outside of their current job classification.

In filling the vacancy, the Authority shall consider (a.) seniority in the job classification; (b.) the technical and mental ability required to perform the job; and (c.) the physical ability required to perform the job; and when the Authority determines that factors (b.) and (c.) are relatively equal among the various candidates, seniority in the job classification shall govern.

## **ARTICLE 15 - MISCELLANEOUS:**

a.) The Authority and the Union recognize their responsibilities under Federal laws not to discriminate because of race, religion, creed, color, age, sex, national origin or disability.

b.) The parties agree that the former employees of New Orleans Public service, Inc., will have all the rights and receive all benefits afforded under the terms of 49 U.S.C. 5333(b) formerly "13c" of the Federal Transit Act (Urban Mass Transportation Act of 1964).

c.) The Authority agrees to print and pay for enough contract agreements to furnish each employee with one copy, within forty-five (45) days after completion of negotiations and ratification by the membership.

d.) It is understood, however, that the probationary employee's seniority position shall be determined by his date of employment.

e.) During the probationary period, the retention or discharge of employees shall be at the sole discretion of the Authority and the Authority's decision to discharge shall not be subject to the grievance procedures herein.

f.) The probationary period for employees shall be up to six (6) months from the date of hire, during which the Authority has the exclusive right to determine the acceptability of performance of new employees before they shall be considered regular employees. The Authority shall not extend the six (6) month probationary period.

g.) Both parties hereby acknowledge and declare that this Agreement has been jointly drafted pursuant to the terms and conditions of the parties' negotiations. The parties agree that neither party shall be deemed to have solely drafted the Agreement or any provision hereto.

## **ARTICLE 16 – MANDATORY TRAINING AND EMPLOYMENT REQUIREMENTS:**

All employees are required to complete all mandatory training, including online and in-person sessions, as scheduled by the agency. In addition, employees must fulfill other agency employment requirements, such as the timely completion of individual performance plans and any other documentation or actions as outlined by management or agency policy.

Failure to comply with these requirements may result in disciplinary action, up to and including termination of employment.

## **ARTICLE 17 – BEREAVEMENT LEAVE:**

In the event of death in a full-time employee's family, a bereavement leave consistent with that provided to non-union employees will be granted.

a.) In the event of death in a full-time employee's immediate and relative family, a bereavement leave will be granted up to three (3) workdays off at straight time pay rate. If an employee must travel over 250 miles, the Authority will grant up to five (5) workdays off at straight time pay rate. The employee must be in regular pay status or on paid leave to be eligible for bereavement leave. Bereavement leave will not accrue. The immediate family consists of the employee's spouse/domestic partner and the following relatives of the employee or the employee's spouse/domestic partner: children (natural, adopted, foster, and step), parents (natural, adoptive, foster, and step), siblings, grandparents and grandchildren.

b.) The relative family consists of the employee's uncle, aunt, cousin, niece or nephew, or the spouse/domestic partner of the employee's sibling, child or grandchild. It also means the uncle, aunt, cousin, niece or nephew of the spouse/domestic partner, or the spouse/domestic partner of the sibling of the employee's spouse/domestic partner.



c.) Bereavement leave pay shall be limited to eight (8) hours pay at the employee's regular straight-time rate excluding overtime. Normal off days will not be counted in the bereavement leave days and the employee will not be paid for said off days.

d.) The bereavement leave is limited to (at the desire of the employee) the workday of employee's immediate or relative family member's transition through the two (2) week period following the employee's immediate or relative family member's transition or burial. Any deviations must be approved by the Head of Human Resources.

To be eligible for bereavement leave pay, the employee must notify the immediate supervisor in advance of the workdays for which he requests paid bereavement leave and specifies at that time the period of leave required. Employee may be granted three days immediately before or after vacation as bereavement leave with proof of the death of the family member, such as a funeral card, an obituary notice, a copy of a death certificate, or other independent documentation during the period of their approved vacation. Off days will not be included within the bereavement leave days. Proof of travel over 250 miles may be required for employees requesting up to five (5) workdays off due to travel. Proof of death and travel (if applicable) must be provided within fifteen (15) days of the request for paid bereavement leave. The Authority will recoup payment if proof is not provided.

e.) Bereavement leave pay shall not be paid in addition to any other allowable pay for the same day, including but not limited to, any day which falls during an employee's paid vacation, sick pay, or on Saturday, Sunday, or holidays unless it is a scheduled workday. In the event that one of the paid holidays specified in Article 19 falls on any of the bereavement leave days, the employee shall be entitled to holiday pay only, but not both holiday and bereavement leave pay. Bereavement leave pay shall not be included in computing overtime or premium pay.

#### **ARTICLE 18 – JURY DUTY:**

a.) In the event that an employee is required to serve on a duly constituted jury, the employee should submit a copy of a jury summons to their supervisor upon receipt. The employee's supervisor is to send it to Human Resources to be placed in the employee's personnel records file. The Authority is not responsible for any fines imposed by the court for an employee's failure to respond to a jury summons.

b.) Employees, regardless of shift or workweek schedule, must coordinate with their supervisor to ensure their responsibilities will be covered during their absence. Those working alternate workweek schedules are encouraged to adjust their schedule to a standard eight-hour day for the duration of their jury duty service.

c.) To keep their supervisor informed, it is requested that an employee notify their supervisor when postponing jury duty. For business necessities, the Authority may request that an employee postpone jury service.

d.) Upon arrival for the first day of jury service, employees must inform the court that the Authority provides jury duty pay to its employees for the full duration of a trial on which they serve. Employees on jury duty are expected to report to work on days when they are not required in court. Employees must immediately notify their supervisor if the trial is extended.

e.) Only employees who are on active payroll are eligible for Authority-provided, jury duty reimbursement. An employee does not lose benefits while on jury duty. Those summoned to jury duty service will receive regular straight time compensation for any regularly scheduled work hours, in the actual performance of jury services. Jury service does not count as time worked when computing overtime. Employees are subject to discipline for falsifying jury service when submitting their time sheet. Authority employees are not eligible to receive the court's juror fee.

f.) At the conclusion of jury service, employees must submit a copy of the Proof of Jury Service Certificate to their supervisor who will review it to ensure the jury service is accurately recorded on the employee's timesheet. Supervisors are responsible for sending the Jury Service Certificate to Human Resources to be placed in the employee's personnel file.

## **ARTICLE 19 – HOLIDAYS, VACATIONS, AND SICK LEAVE BENEFITS:**

a.) Recognized holidays shall include:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Birthday	Day After Thanksgiving
Mardi Gras	Christmas Eve
Good Friday	Christmas Day
Memorial Day	New Year's Eve
Juneteenth (Observed)	Employee Birthday
Independence Day (Fourth of July)	Floating Holiday
Labor Day	

b.) Except as otherwise specifically provided herein, all holiday and vacation/PTO and benefits for the members of this bargaining unit hired after January 1, 2009, shall be identical to those benefits which accrue to the Authority's administrative non-bargaining unit employees subject at all times to the changes and/or amendments to those benefits, if any, that are effected by management from time to time. The Authority agrees to timely notify all employees and the union of any and all changes with respect to holiday, vacation/PTO and/or sick leave benefits.

The parties hereto acknowledge that a copy of the pertinent parts of the Authority's Policies and Procedures Manuals that address holiday, vacation/PTO and sick leave benefits are either in the possession of the union and its members, or it is readily accessible. The Authority's policies can be accessed on the Intranet in ADP.

The members of the bargaining unit hired prior to January 1, 2009, will retain the vacation earning schedule provided under TMSEL. Employees hired on or after January 1, 2009, will accrue leave (Vacation/PTO and sick) under the same vacation schedule as provided to non-union employees.

#### Vacation/PTO

c.) Each full-time and part-time employee will accrue PTO each pay period which is bi-weekly, in hourly increments based on their length of service as defined below. PTO is added to the employee's PTO bank per pay period. PTO taken will be subtracted from the employee's accrued time bank in one-hour increments. Temporary employees and interns are not eligible to accrue PTO.

d.) Eligibility to accrue PTO is contingent on the employee either working or utilizing accrued PTO/Sick Leave for the entire pay period. PTO is not earned in pay periods during which unpaid leave, short- or long-term disability leave, or workers' compensation leave are taken.

e.) Employees may use time from their PTO bank in hourly increments. Time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include agency paid holidays, bereavement time off, required jury duty, and military service leave.

f.) To take PTO requires five business days of notice to the supervisor unless the PTO is used for legitimate, unexpected illness, or emergencies. In all instances, PTO must be approved by the employee's supervisor in advance.

g.) Absence due to emergency sick leave must be communicated to the supervisor 2 hours prior to the scheduled start of the employee's shift. This policy applies to all RTA employees. (Extenuating circumstances will be taken into consideration.)

h.) Vacation for all employees except for executives (CEO, Deputy CEO and Chiefs) is accrued based on length of service, from a minimum of 20 days to a maximum of 35 days per year for full-time employees, pro-rated for part-time employees. For the purpose of calculating the vacation accrual rate, there is only one initial hire date. Employees returning to the RTA employment shall have their accrual rate restored to the level attained prior to separation.

From the time that the employee reaches the sixth (6th) month of continuous employment or 1040 hours of work, whichever is earlier, on regular pay status to be eligible to use vacation. Once served, the eligibility waiting period need not be repeated by employees returning to RTA service, leave shall accrue as set forth below.

**Accruals Chart**  
(Excludes Executives CEO, Deputy CEO and Chiefs)

Years of Service	Bi-weekly Accrual (approximate)	Annual Accrual	Maximum Allowable Accrual (3 x Annual Rate)
0 – 5 years	6.15	20 days/year 160 hours	60 days / 480 hours
6 – 10 years	7.69	25 days/year	75 days / 600 hours
11 – 15 years	9.23	30 days/year	90 days / 720 hours
16 + years	10.77	35 days/year	105 days / 840 hours

i.) No PTO will be added to an employee's PTO balance once the hour cap is reached. Any PTO inadvertently added after the hour cap is reached will be subtracted from the balance and considered part of the employee's Sick Leave Bank and is not payable to the employee upon separation. After an employee's PTO balance reaches the cap, the employee will cease to accrue PTO until the balance is reduced below the hour cap. Employees are responsible for monitoring and taking their PTO over the course of a year.

(PTO approval is subject to supervisory approval and not every employee can take accumulated time in December; the agency must continue regular business operations.)

j.) Employees are paid for the PTO they have accrued, up to their cap hours, upon termination or resignation of employment.

**Sick Leave Bank**

k.) At such time as an employee reaches the annual maximum PTO balance in any given year, that employee will be credited Sick Leave at the same rates as outlined above. When and if the employee reduces his/her PTO balance below the annual cap then PTO will accrue, and sick leave crediting will cease until the cap is again reached. Employees who have an individual sick leave bank are eligible to request paid leave from their own sick leave bank when their PTO has been exhausted. Sick leave is a gratuitous benefit provided at the discretion of the Authority and only in the event of serious illness as outlined herein. Sick leave is not accrued as PTO and is not payable to the employee upon separation.

l.) The Sick Leave bank can only be used for serious medical hardships or catastrophic illnesses or injury including conditions, which immediately and severely impact the health of the employee and/or the employee's immediate family and require absence from work. These conditions must also meet the definitions of a Serious Health Condition under the Family Medical Leave Act (FMLA).

m.) "Serious illness" generally does not include cosmetic treatments, minor conditions such as the common cold, earaches, headaches, the flu, routine doctor's appointments, or treatment with over-the-counter medication.

n.) Employees may apply for up to 120 hours/15 days of Sick Leave time per 12-month period. If an employee needs more time, allocation of additional days/hours from the Individual Sick Leave bank will be determined by the Chief Human Resources Officer or designee, on a case-by-case basis.

o.) Sick Leave usage and donation are subject to the regulations set forth in the Authority's Paid Time Off policy.

#### PTO Hours Cashout

p.) Employees may request to cash out PTO hours once in any 12-month period in accordance with the procedures set forth in the Authority's Paid Time Off policy.

### **ARTICLE 20 – INJURY ON DUTY PAY:**

Employees shall receive only those benefits workers' compensation laws, specifically Louisiana Workers' Compensation provided under Louisiana Revised Statute, Title 23 Labor Compensation.

**On The Job Medical Leave:** An Employee injured on the job will be paid in full for the day of injury if he/she is unable to complete his/her workday. Medical leave of absence due to an employee's illness or injury on the job shall be granted by the Authority upon the employee providing medical documentation to support the need for the leave. Medical documentation may be required by the Authority throughout the period of absence. If the Authority requires the employee to go to their physician for a medical examination, it shall pay for the examination. An employee on medical leave of absence due to an on-the-job injury who is able to return to work and perform the essential functions of employee's position with or without accommodation will be reinstated subject to passing all return-to-work requirements with full seniority and no waiting period for participation in insurance benefits.

### **ARTICLE 21 – HEALTH AND WELFARE BENEFITS:**

#### **Section 1) Medical/Dental/Vision/Group Life:**

a.) All regular employees subject to this Agreement who have been employed by the Authority continuously prior to the effective date of this Agreement and all employees, hired after the effective date of this Agreement, shall be eligible to participate in the Hospital/Medical, Dental, Life and Pharmaceutical Insurance Plans and shall be eligible to apply for coverage for their dependents.

b.) Group insurance coverage equivalent to that offered to non-union employees will be provided.

c.) To determine Authority and employee contribution levels toward any changes in the cost of insurance coverage during the term of the contract, the Authority contribution percentage of 80% and the employee contribution percentage of 20% shall be applied to any increases or decreases in the cost of insurance coverage under any plan offered by the Authority.

d.) The Authority shall evaluate the cost of the insurance coverage Plans on an annual basis and give notice to the employee and the Union of any increases or decreases or plan design changes that may be required.

Any determined increases or decreases in the cost of the employee contribution shall be on at the start of the new plan year.

e.) The Authority retains the right to determine premium rates for the various coverages and to select the carriers of the insurance.

## Section 2) Post Retirement Medical:

To assist employees in obtaining health insurance during retirement, the Authority will make the following contributions to the Authority sponsored 457 (b) plan on behalf of employee determined by employee age and date of employment as set forth in the table below (only employees who are active TMSEL employees on 8/31/2009, hired prior to 1/1/2008, and transition to **Transdev, formerly Veolia**, on 9/1/2009 are eligible. **The 15-year maximum expired 8/31/2024**):

Employee Category	Benefit
New Hires on or after 9/1/09	No annual insurance subsidy
TMSEL New Hires as of 1/1/08	No annual insurance subsidy
Prior TMSEL Active Employees as of 8/31/09, hired before 1/1/08, <u>under age 40 as of 1/1/09, hired by Transdev as of 9/1/09</u>	\$1,000/yr Authority contribution to 401(k) account for a maximum of 15 years while actively employed by Transdev. 5 year vesting schedule. Prior service recognized for vesting purposes. Annual benefit for active employees does not increase at age 40 to \$5K – it remains \$1K. This benefit will end in August of 2024.

<p>Prior TMSEL Active Employees as of 8/31/09, hired before 1/1/08, <u>age 40 to 44 as of 1/1/09, hired by Transdev as of 9/1/09</u></p>	<p>\$5,000/yr Authority contribution to 401(k) account for a maximum of 15 years while actively employed by Transdev. 5 year vesting schedule. Prior service recognized for vesting purposes. Annual benefit for active employees does not increase at age 45 to \$6.5K – it remains \$5K. This benefit will end in August of 2024.</p>
<p>Prior TMSEL Active Employees as of 8/31/09, hired before 1/1/08, <u>age 45 to 49 as of 1/1/09, hired by Transdev as of 9/1/09</u></p>	<p>\$6,500/yr Authority contribution to 401(k) account for a maximum of 15 years while actively employed by Transdev. 5 year vesting schedule. Prior service recognized for vesting purposes. Annual benefit for active employees does not increase at age 50 to \$8K – it remains \$6.5K. This benefit will end in August of 2024.</p>
<p>Prior TMSEL Active Employees as of 8/31/09, hired before 1/1/08, <u>age 50+ as of 1/1/09, hired by Transdev as of 9/1/09</u></p>	<p>\$8,000/yr Authority contribution to 401(k) account for a maximum of 15 years while actively employed by Transdev. 5 year vesting schedule. Prior service recognized for vesting purposes. Special 5 year minimum payout for any employee who has 30+ years of employment. This benefit will end in August of 2024.</p>

*The 15-year maximum expired 8/31/2024: If an Employee terminates employment during a Plan Year, the Additional Profit-Sharing Contribution outlined above will be prorated for the period of time the Employee was actively employed by the Authority. The prorated amount of the Additional Profit-Sharing Contribution will be allocated to the terminated Employee's account at the same time all other annual contributions for the year in which the termination occurred are allocated to Plan Participants' Accounts.*

### **Section 3) Maternity Leave:**

The Authority will comply with the provisions of the federal Family and Medical Leave Act (FMLA) and all other applicable federal and state laws. Under FMLA, eligible employees are provided up to 12 weeks of job-protected leave within a 12-month period. This leave can be used intermittently. Employees will be required to provide documentation for leave approval. Documentation required may include physician statements, custody documents, etc. Employees will be required to utilize available sick, vacation, and/or personal leave while out on FMLA.

Employees who do not qualify for FMLA leave may still qualify for maternity leave under the Authority's policy. The Authority will provide female employees with 8 weeks paid leave and 4 weeks unpaid disability leave for normal pregnancy, childbirth or related medical conditions.

Upon verification of pregnancy, an employee should notify her immediate supervisor to facilitate leave arrangements. Such notification should occur within the first



three (3) months of pregnancy. To ensure the health and safety of the employee, requests for medical leave and related benefits must, upon request of the Authority, be accompanied by an attending physician's statement detailing the physical/medical limitations prohibiting the employee's performance within the assigned job classification. It is the employee's responsibility to obtain such certification. The employee may be required to have an examination by a designated physician at the employer's expense. An employee may continue to work for such period as she is physically capable of satisfactorily performing her regularly assigned duties.

**FMLA LEAVE:** FMLA and any other legally required leaves taken, shall run concurrently unless specifically prohibited by law, with any leave of absence approved, and shall not be in addition to the medical or personal leave granted by the Authority. For purposes of determining the maximum period of time available to an employee, a twelve (12) month period shall be used. In addition, any period during which Employee receives benefits under any short-term disability or long-term disability policy or plan will also run concurrently with any other leaves of absence for employees under this paragraph or any other paragraph herein.

All Authority benefits based upon hours worked (e.g. vacation, sick, and personal days) will cease to accrue during any period of unpaid FMLA leave. If employees are using vacation and sick leave in conjunction with FMLA, they will continue to earn leave during their absence. Employees will accrue seniority during the period. Employees will be required to utilize available sick, vacation, and/or personal leave once the additional hours of paid non-accrued time is used while out on FMLA.

Eligible employees are entitled on return from leave to be reinstated to their former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g., if the employee's position is no longer available due to job elimination). Exceptions may also apply for "key" employees who are highly compensated.

In addition, employees who have requested and been granted an extension of their leave after commencement of their FMLA coverage are not guaranteed reinstatement.

The Authority will pay its' portion of the employee's medical insurance up to thirty (30) days for an employee on personal leave of absence if the employee arranges to pay and pays his/her portion of the insurance premiums.

#### **Section 4) Parental Leave:**

The Authority provides up to eight (8) weeks of paid non-accrued time for maternity leave and up to four (4) weeks of paid time non-accrued time is given for paternity leave for fathers or domestic partners to care for a newborn child in substitution for unpaid Family and Medical Leave Act (FMLA).



This may not be taken simultaneously if the spouse or domestic partner also works at the Authority.

All Authority benefits based upon hours worked (e.g. vacation, sick, and personal days) will cease to accrue during any period of unpaid FMLA leave. If employees are using vacation and sick leave in conjunction with FMLA, they will continue to earn leave during their absence. Employees will accrue seniority during the period. Employees will be required to utilize available sick, vacation, and/or personal leave once the additional hours of paid non-accrued time is used while out on FMLA.

The employee is required to present a statement from a physician and any other verification requested by the appointing authority that is reasonable and necessary to confirm eligibility.

The employee must be eligible for and must elect to take FMLA leave in connection with the birth, or the placement of a child with the employee for adoption or foster care to receive paid parental leave in substitution of unpaid FMLA leave.

Parental leave may not be used by an employee more than once in a 12-month period regardless of whether more than one birth or placement event occurs within that 12-month timeframe. The 12-month period begins on the date of birth or placement of the child.

#### **Section 5) Military Leave:**

The Authority shall comply with the provisions of the Universal Military Training and Service Act and the Veterans Re-employment Rights Act. Except as may be required by law, any military leave granted shall be without pay. Under Louisiana state law, an employee on military leave shall continue to accrue sick leave, vacation leave and military leave on the same basis as he/she would have accrued during such leave during the period of service in the uniformed services.

#### **Section 6) Rate of Pay:**

Except as otherwise noted in this Article, for any paid leave taken under this Article, an employee shall be compensated at the straight time rate of pay for his job classification at the time the leave is taken. Hours of leave, whether paid or unpaid, shall not be deemed hours of work for the purpose of computing overtime or other premium pay under this Agreement.

### **ARTICLE 22 – FITNESS FOR DUTY EXAMINATIONS:**

To ensure safety in the workplace and for the public, the Authority conducts medical fitness examinations in accordance with its Fitness for Duty policy. All Authority-

required medical examinations will be administered by a contracted Authority healthcare provider at the Authority's expense.

Notwithstanding any language which states or implies anything the contrary, the RTA Board of Commissioners has approved the provisions of the Drug and Alcohol-Free Workplace Policy ("Policy"). The parties acknowledge that the Policy will be used Authority wide and that this is the sole reason for any express or implied language which states that it is an Authority established policy.

## **ARTICLE 23 – RETIREMENT PLAN:**

All part-time and full-time employees shall be eligible for an Authority sponsored 457(b) defined contribution plan. The Authority contribution shall be determined by employee age and date of employment as set forth in the table below. A year of vesting service is earned based on working a minimum of 1,000 hours in a calendar year.

Only employees who were active TMSEL employees on 8/31/2009 and transitioned to Transdev, formerly Veolia, on 9/1/2009 are eligible for the enhanced grandfathered Nondiscretionary Authority Contributions indicated in the table below in the rows referring to TMSEL.

Employees who receive the TMSEL grandfathered Nondiscretionary Authority Contribution will also not receive the **New Hires as of 7/1/22** benefit outlined below that provides the 100% Authority Matching Contribution for every dollar deferred up to 6% of Eligible Compensation.

Employee Category	Benefit
New Hires as of 7/1/22	Authority Matching Contribution for every dollar deferred, up to a maximum of 6% of Eligible Compensation into the 457(b) plan. 6% maximum Authority Contribution after meeting eligibility waiting period. 3 year vesting schedule. 6% maximum Authority Contribution
New Hires on or after 9/1/09 to 8/30/2020	50% Authority Matching Contribution for every dollar you defer, up to a maximum of 6% of Eligible Compensation into the Authority sponsored 401(k) plan after meeting eligibility waiting period. 5 year vesting schedule. 3% maximum Authority Contribution.
TMSEL Active Employees as of 8/31/09, under age 40 as of 1/1/09	Effective 9/1/09, a 50% Authority Matching Contribution for every dollar you defer, up to a maximum of 6% of Eligible Compensation into the Authority sponsored 401(k) plan. 5 year vesting schedule. Prior service recognized for vesting purposes. 3% maximum Authority Contribution.

TMSEL Active Employees as of 8/31/09, <u>age 40 to 49 as of 1/1/09</u>	Effective 9/1/09, a 12% Nondiscretionary Authority Contribution of an employee's eligible compensation into the Authority sponsored 401(k) plan. Employee does not have to actively defer into the plan to receive the 12% contribution but is allowed to also defer in plan if the employee chooses. 5 year vesting schedule. Prior service recognized for vesting purposes.
TMSEL Active Employees as of 8/31/09, <u>age 50+ as of 1/1/09, with less than 20 years of service</u>	Effective 9/1/09, a 15% Nondiscretionary Authority Contribution of an employee's eligible compensation into the Authority sponsored 401(k) plan. Employees do not have to actively defer into the plan to receive the 15% contribution but is allowed to also defer in plan if the employee chooses. 5 year vesting schedule. Prior service recognized for vesting purposes.
TMSEL Active Employees as of 8/31/09, <u>age 50+ as of 1/1/09, with 20 or more years of Service</u>	Effective 9/1/09, a 22.5% Nondiscretionary Authority Contribution of an employee's eligible compensation into the Authority sponsored 401(k) plan. Employee does not have to actively defer into the plan to receive the 22.5% contribution but is allowed to also defer in plan if the employee chooses. 5 year vesting schedule. Prior service recognized for vesting purposes.

*The parties acknowledge that the Defined Benefit Pension Plan offered through the collective bargaining agreement with TMSEL is frozen and Transdev North America, Inc., formerly Veolia Transportation Services, Inc., has no obligations associated with the Defined Benefit Pension Plan and makes no representation or warranty with respect to the benefits under said plan. References to said plan in this agreement are solely for the purpose of assisting employees in evaluating their overall retirement circumstances.*

## **ARTICLE 24 – EMERGENCIES AND DISASTERS:**

As used herein, an emergency is any unexpected situation involving public transportation that requires immediate action to protect life, safety, property, or operations. This includes, but is not limited to, natural events (e.g., severe weather), technological failures, infrastructure issues, or civil disturbances. Emergencies may disrupt service or operations but do not always result in widespread or long-term damage. It is important to understand that each emergency situation can present unique elements which may require the Authority to act or provide assistance to local, state, and federal partners.

A disaster is a severe event that has caused significant and widespread damage to RTA personnel, property, or operations. Disasters include, but are not limited to, major hurricanes, catastrophic flooding, large-scale infrastructure collapse, or events requiring sustained recovery efforts beyond normal emergency response. A disaster may trigger additional coordination with external agencies and activate long-term recovery procedures under the Authority's continuity and disaster recovery plans.

The parties agree to abide by the All Hazards Plan. As a result, all essential employees as defined by the All Hazards Plan are required to report to work fully fit for duty and the following shall occur:

1. All Authority employees are expected to report to work at your assigned time unless instructed otherwise by the CEO and/or their designee.
2. Maintain Professionalism and adhere to all Authority Policies and Procedures including Drug and Alcohol-Free Workplace HR23 (Any violation of Authority policies shall be subject to disciplinary action up to and including termination.)
3. Employee shall receive overtime according to company policy, the ULU's CBA or straight time if the threshold for overtime is not met. In cases where the current CBA conflicts with company policy, the CBA shall prevail.
4. Employees who are on call and have completed their shift will be compensated for their worked shift and any on call time unless overtime is worked, and the overtime threshold shall apply.
5. In cases where employees are requested to report back to work but are deemed no longer needed, the employee shall be paid a minimum of 2 hours.
6. Pay two (2) times the regular wage rate for ULU employees working during Authority declared emergencies as initiated by a formal statement.

In cases where the employer has determined to house employees due to the type of emergency or disaster, employees are required to report to work for an undetermined period of time, the following shall occur:

1. The Authority shall be monetarily responsible for housing and food (*a total of three meals a day depending upon report time and release time*).
  - a. Breakfast
  - b. Lunch
  - c. Dinner

RTA per diem rates for food and lodging follow the U.S. General Services Administration (GSA) Guidelines.

2. The following are excluded, and the employee will be held responsible for the incurred cost:
  - a. Room service

3. The Authority will provide transportation and or pay for parking.

#### **ARTICLE 25 – EMPLOYMENT CONDITIONS:**

a.) Sexual Harassment The parties mutually disapprove of all conduct which may reasonably be construed as sexual harassment under Title VII of the Civil Rights Act. The Authority to enforce all policies on sexual harassment strictly.

b.) Job Description All employees shall have access to a current job description. The determination of the job description is solely an exercise of management rights under Article I.

c.) Personnel File All employees shall have reasonable access to their personnel file and may with reasonable notice inspect their files during normal Authority business hours. It is understood that the employee will not be in a pay status while inspecting his personnel file unless he is using approved vacation time.

d.) Health and Safety The Authority shall comply with all applicable federal, state, and local regulations for health and safety in work locations.

#### **ARTICLE 26 – RECIPROCAL WAIVER OF FUTURE BARGAINING:**

a.) It is the intent of the parties that the provisions of this Agreement, which supersede all prior agreements and understandings between the Authority and the Union, if any, shall govern all relations between them and the employees covered by this Agreement and, shall be the sole source of all rights or claims which may be asserted pursuant to the grievance procedures or In arbitration, hereunder, or otherwise.

b.) The provisions of this Agreement may only be amended, supplemented, rescinded or otherwise altered by mutual agreement, in writing, between the Authority and the Union.

c.) The Authority and the Union expressly declare that this Agreement represents their full and complete agreement on hours, wages, and working conditions without reservations.

#### **ARTICLE 27 – PAST PRACTICES:**

The Authority and the Union agree that past practices, whether consistent or inconsistent, are specifically waived and relinquished, unless specifically documented and included by appendix or attachment to this agreement.

**ARTICLE 28 - STRIKES AND LOCKOUTS:**

The Union shall not engage in, authorize, sanction or condone its members taking part in, nor shall any of its members engage in or take part in any strike, including sympathy strikes, picketing or work stoppage involving the Authority's operations, premises or equipment during the term of this Agreement or any extension thereof. As long as the Union and/or the members do not engage in or take part in any strike, picketing or work stoppages involving the Authority's operations, premises or equipment, the Authority agrees that there shall be no lockout during the term of this Agreement or any extensions thereof.

**ARTICLE 29 – TERM OF CONTRACT:**

This contract shall be effective from July 1, 2025, the date of execution (except as otherwise specified) to December 31, 2028, and from year-to-year thereafter, unless written notice is received from either party no less than sixty (60) days prior to the expiration date indicating a desire to change or renegotiate the contract or any part of the contract. All terms of this Agreement shall continue in full force and effect until changed, revised, or amended by agreement of the parties as specified in this article.

**ARTICLE 30 – SUCCESSORS AND ASSIGNS:**

This Agreement and all of its terms and conditions shall inure to the benefit of and be binding upon the successors and assigns of the respective parties.

THUS, DONE AND SIGNED, in one (1) original, at New Orleans, Louisiana,

This 1<sup>st</sup> day of July 2025.

**REGIONAL TRANSIT AUTHORITY**

**UNITED LABOR UNION LOCAL  
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Lona Edwards Hankins  
Chief Executive Officer

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Wade Rathke  
Chief Organizer

## Appendix: Glossary of Terms

**Confidential employees** – As defined herein, confidential employees are persons responsible for negotiating, processing, handling, and reviewing the grievance process, or who assist and act in a confidential capacity to those who formulate, determine, and effectuate management policies regarding labor relations or substitute for employees having such duties.

**Disaster Declaration** - A formal declaration by the RTA CEO, with approval from the RTA Board of Commissioners, recognizing that a catastrophic event—such as a natural disaster, major infrastructure failure, or other large-scale disruption—has caused substantial damage to RTA property, personnel, or operations. For purposes of this Agreement, a disaster declaration by the Mayor or Governor does not constitute an RTA Disaster Declaration unless specifically adopted by the RTA CEO with Board approval. Such a declaration may initiate recovery protocols, continuity planning, or other extraordinary measures to restore safe and effective transit service.

**Emergency Declaration** - A formal statement by the RTA CEO, with approval from the RTA Board of Commissioners, that a situation poses an immediate threat to safety, property, or operations and requires emergency action. For purposes of this Agreement, a declaration by the Mayor or Governor does not constitute an RTA Emergency Declaration unless specifically adopted by the RTA CEO with Board approval. Such a declaration may temporarily modify policies, procedures, or work schedules to ensure safety and service continuity.

**Essential Employees** – as defined in the “All Hazards Plan”, essential personnel are employees, who by virtue of their presence, specialized function, or necessary skills, are essential to conducting the business or certain operational needs of the RTA and are, therefore required to report for duty and serve on the RTA’s Incident Management Team (IMT) when needed. Essential employees are not immediately entitled to emergency pay unless the work performed meets FEMA reimbursement standards for eligible labor costs.

**Excessive Unexcused Absences** – Six (6) separate incidents of unexcused absences within any rolling 12-month period.

**Exempt employees** – Employees that are not entitled to overtime pay or on-call pay under the Fair Labor Standards Act (FLSA). Exempt employees are typically salaried and are excluded from minimum wage rules.

**Grievance** – A grievance is defined as any dispute arising from the interpretation or application of this agreement, including any dispute between the Authority and an

employee or the Union as to whether an employee has been disciplined, suspended or discharged for just cause.

**Job Abandonment** – Absences without notice for three (3) consecutive working days.

**Job Classification** – A category of jobs grouped with similar duties, responsibilities, and pay structures as defined by EEOC and/or job specification structures as indicated in RTA's Job Level, Grades, and Pay Bands guidelines.

**Job Position** – Refers to job title.

**Newly Hired** – As used in this agreement refers to any employee who is hired into a job classification covered by the collective bargaining agreement, regardless of whether the employee was formerly employed by the Authority in a non-covered position.

**Nonexempt employees** – Employees entitled to overtime pay (under the Fair Labor Standards Act) for working over 40 hours in a work week. Nonexempt employees are typically paid hourly for actual hours worked.

**Probationary Personnel** – Are newly hired persons who have not completed six (6) months of actual work in any on-job classification covered by this collective bargaining Agreement.

**Seniority** – Means an employee's length of continuous service in a job classification measured from the date and time the employee was hired into the job.

**Unexcused Absences** – Time off from work not approved by the employees' supervisor or manager and is not covered by an approved leave such as FMLA.