



AGREEMENT BETWEEN
REGIONAL TRANSIT AUTHORITY
AND
AMALGAMATED TRANSIT UNION LOCAL 1560
FIXED, LIFT & ADMIN
July 1, 2025, TO June 30, 2028



**AGREEMENT BETWEEN
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AMALGAMATED TRANSIT UNION, LOCAL 1560**

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PREFACE

RTA and ATU Local 1560 are committed to a collaborative workplace culture.

**AGREEMENT BETWEEN
REGIONAL TRANSIT AUTHORITY
AND
AMALGAMATED TRANSIT UNION, LOCAL 1560**

THIS AGREEMENT made and entered into, retroactively, to July 1, 2025, unless otherwise noted, by and between REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the Authority) and Amalgamated Transit Union, (hereinafter referred to as the Union) Local 1560.

WITNESSETH:

The parties to this contract hereby recognize that they are engaged in a business impressed with a public service 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 of their obligation to fully and sincerely cooperate to meet the public's requirements.

ARTICLE 1 – MANAGEMENT FUNCTIONS RESERVED:

a.) The Authority reserves and retains all of its inherent rights to manage the business, and the Authority shall have the full and exclusive authority to determine and direct the policies, procedures and methods of operating its business. Without limiting the generality of the foregoing, the exclusive rights of management which are not abridged by this agreement include, but are not confined to, the right to determine and, from time-to-time to redetermine, the number, types and locations of its operations and the methods and equipment to be employed; to discontinue methods, equipment, or operations; the right to determine the qualifications for employees and to select its employees; to determine the size and composition of its working forces; to determine operating schedules and routes and operating rules and policies; to determine the number and type of equipment, materials and supplies to be used or operated and the services to be rendered or supplied; to hire, promote, lay-off and recall employees to work; to transfer and assign employees in accordance with the procedures set forth in ARTICLE 25; to reprimand, discharge or otherwise discipline employees for just cause; to schedule the hours and days to be worked on each job, run, tripper or charter and each shift; to discontinue, expand or reduce all or any part of its business operations; to determine the amount of supervision necessary; to establish, modify and enforce reasonable rules or regulations, policies and practices; to introduce new, different or improved methods of transportation, maintenance, service and operation; and, otherwise, generally to manage the operation and facilities and to 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.

b.) The above enumerated rights of management are not all inclusive but indicate the types of matters which belong to and are retained by the Authority.

ARTICLE 1A – EMERGENCY:

As used herein, an Emergency is defined as any unexpected situation involving public transportation that requires immediate attention such as but not limited to, natural and technological emergencies. 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.

The parties agree to abide by the emergency preparedness plan.

As a result, all essential employees are required to report to work fully fit for duty and the following shall occur:

- a.) All Authority employees are essential employees and are expected to report to work at your assigned time unless instructed otherwise by the CEO and/or their designee.
- b.) 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.)

- c.) Employee shall receive overtime according to company policy, the ATU'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.
- d.) 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.
- e.) 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.
- f.) Pay two (2) times wage rate for ATU employees working during Authority declared emergencies.

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

- a.) 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.

- b.) The following are excluded, and the employee will be held responsible for the incurred cost:
 - 1. Room service
- c.) The Authority shall provide transportation and/or pay for parking.

ARTICLE 2 - RECOGNITION:

The Authority hereby recognizes the Union as the exclusive bargaining agent for: (1) all operators including extra supervisors and extra clerks that are detailed to "extra personnel duties," of streetcars and buses owned and/or operated by the Authority; (2) all full-time transit tellers, reservationists, router/editors, dispatchers, depot clerks, operations training instructors (excluding contract maintenance training instructors), communications dispatchers and customer service representatives employed by the Authority; but excluding all extra, and probationary personnel as defined in Sections 2(a) and 2(b) of this Article, respectively; and excluding all office clerical; managerial personnel; confidential personnel; professional employees; guards; watchmen and supervisors as defined in the National Labor Relations Act, as well as all other personnel.

- a.) **DEFINITION OF EXTRA PERSONNEL** – "Extra personnel" are persons employed by the Authority as transit operators who are scheduled from time to time on a temporary basis, at the Authority's discretion, to work in the depot clerk, communication dispatcher, and instructor job classifications.
- b.) **DEFINITION OF PROBATIONARY PERSONNEL** – "Probationary personnel" are newly hired persons who have not completed six (6) months of work in any on job classification covered by this Collective Bargaining Agreement and 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.
- c.) The Authority agrees to meet and treat with duly accredited officers of the Union upon all questions and grievances as provided hereinafter.

ARTICLE 3 - MEMBERSHIP:

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.

ARTICLE 4 - ASSIGNMENT OF UNION DUES, INITIATION FEES AND ASSESSMENTS:

- a.) From the pay of each employee who is a member of Local 1560 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 employee 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 1560 of the Amalgamated Transit Union or the designee of said Local 1560 together with an itemized statement, broken down by employee category and mode and stating arrearages, 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 seven (7) days after the payday upon which the deduction is authorized and directed to be made.
- c.) Employees who desire to join or withdraw membership from the Union will be referred to the Union's Financial Secretary. Members of the union agree and authorize the Authority to deduct from their pay, dues, initiation fees and assessments, and remit the same to the union's financial secretary. The authorization shall continue in effect for one year and may only be revoked by written notice to the union not more than thirty days and not less than fifteen days prior to enrollment date. If notice is not given in compliance with this section, the authorization shall be renewed automatically for additional terms of one year each.
- d.) The Authority agrees to deduct and transmit to (Treasurer of) ATU Local 1560 for transmission to the Amalgamated Transit Union Committee on Political Education, (ATU- COPE), 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 ATU-COPE. 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.

ARTICLE 4A – DIRECT DEPOSIT:

The employee may 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 4B – PAYROLL AND PAY CODE TRANSPARENCY:

The Authority will provide employees with a clear explanation and reference guide on how to read and understand their pay stubs. This guide will be included in the employee training and made available to all employees.

All current pay codes applicable to bargaining unit employees shall be listed in an appendix at the back of this Collective Bargaining Agreement for reference.

ARTICLE 5 – UNION INVESTIGATION RIGHTS

- a.) The Union shall be entitled, upon request in writing, to copies of all records and reports relevant to its investigation or presentation of a grievance or of a suspected violation. Union officials may receive copies of relevant materials in an employee's file, only if the employee is present to give oral permission or has provided the Authority with written authorization. Any information and documents in the employee's file which the Authority deems confidential in nature are not available without a written request by the employee and approval by the Authority.
- b.) A representative of the Union may enter Authority's property to investigate grievances or observe working conditions provided that notice is given to the appropriate supervisor in advance of such visit and further provided that such visit by the representative shall not interfere with the work of employees. The Union shall request these items orally, in writing and/or electronically.

The Authority shall provide to the Union the following: video and audio recordings (if it exists), reports and documents involving this Case including Police, Supervisor, Management and Executive report/s ALL findings in reference to this case at hand that are in the Authority's possession.

- c.) Copies of the Authority's forms listing all employees working each day, and hours worked, shall be provided to the Union when requested.
- d.) The Authority will provide a meeting room in conjunction with grievance/discipline hearings.
- e.) Authority: Recordings (audio and video) will be retained subject to applicable local, state and federal laws.

1. The Authority will maintain recorded telephone and radio conversations of the Fixed Route dispatch offices, radio control, clerks, safety and security office. The Union will have access to these records, documents, reports, videos and audios.

2. All recordings will be kept by the Authority.

3. If an issue arises between the Employee and the Authority, and the information needed has been recorded, then the Authority will make the recording accessible to assist in resolving the issue.

4. The Union and the Authority shall sign a Confidentiality/Non-Disclosure Agreement outlining video and audio use and restrictions.

5. In the absence of other substantiating evidence, there will be no penalty imposed upon the Employee in the situations listed below:

- Unintelligible recording(s).
- Missing recording(s).
- Verifiable radio malfunction(s).
- Missing report/s, document(s), statements) and witness(es)

Article 5A - DIGITAL RECORDING DEVICES

The Authority may employ current and new technology devices and systems, including but not limited to video systems, GPS, mobile data terminals/computers, camera-based video monitoring systems and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public.

The Authority desires to use audio and video digital recording devices ("Equipment") to increase public and employee safety for quality assurance, manage risk, and maximize service to the public. While these are the primary purposes of the Equipment, The Authority also desires to use the Equipment to supplement its current investigation procedures regarding potential misconduct. Therefore, the parties agreed to the following:

- a.) The Authority and the Union acknowledge that the primary purpose of the Equipment is to increase public and employee safety and to provide quality assurance. Therefore, the parties agree that video and audio information recorded by the Equipment shall not be randomly or routinely reviewed for performance reasons. This is referred to by the parties as "targeted surveillance" or "fishing." Such targeted surveillance or fishing is not allowed. A Precipitating Event shall include but is not limited to: (1) a citizen, customer, or employee complaint, (2) an accident, injury or incident, (3) a claim filed against The Authority, (4) investigations of alleged misconduct, or (5) requests by law enforcement agencies or other state or federal agencies.
- b.) Information obtained in such a review unrelated to the Precipitating Event may be considered by the Authority in making an appropriate response or initiating discipline.
- c.) If the Authority determines, based upon review of the video or audio recordings by the Equipment, that an operator may be subject to potential discipline, the Authority will notify the Union and allow the Union an opportunity to review the recording prior to a hearing.
- d.) The Equipment shall not be used to record protected Union speech. The Union agrees to caution its stewards, officers, agents, and members to exercise its due diligence in discussing Union protected speech in private.
- e.) The use of camera and audio recordings may be used by the Authority for the purpose of training. Before recordings are utilized for training prior authorization by the President/Business Agent or their designee and by the employee involved in a recording must be obtained. Identifying features of the employee will be blurred or removed at the employee's request from the recording before being used for training purposes. The extent to which the recordings will be utilized for training will be up to the employee involved.

ARTICLE 6 - GRIEVANCE AND GRIEVANCE PROCEDURES:

- a.) As used herein, a grievance is defined as any dispute arising from the interpretation or application of this Agreement or 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 Union President may submit such dispute directly to the final step of the grievance procedure.

- b.) **Grievance Procedure:**

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 they have been unjustly treated, the employee may present a grievance through a representative of the Union. The grievance must be presented in writing by the Union to the Director or Designee, as designated below, not later than five (5) business days from the date of the occurrence that gave rise to the alleged grievance:

<u>Job Classification</u>	<u>Immediate Supervisor for Purpose of First Step Grievance</u>
Operators	Director
Transit Tellers	Director
Customer Service Representatives	Director
Operations Training Instructors	Director
Reservationists	Director
Depot Clerks	Director
Communications Dispatchers	Director
Router/Editors	Director
Dispatchers	Director

Upon receipt of the grievance, the parties at each step of the grievance process will have five (5) business days to arrange a meeting between the Union Officer(s) or their designee and Management. At each step of the grievance process, the grievance meeting will be conducted by the appropriate Director, Chief Executive or their designee.

A written answer to the grievance (individual or collective) shall be provided to the Union within five (5) business days following the date of the grievance meeting. If management fails to respond within the specified time limits, the remedy asked for in the grievance shall be granted to the Union unless an extension has been agreed upon by both parties.

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

If within five (5) business days, no satisfactory settlement is reached between them, then within ten (10) business days the grievance shall be submitted in writing by the Union's properly accredited committee to the Appropriate Departmental Chief Officer of the Authority or designee. If within five (5) business days thereafter 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 lower level prior to mediation or arbitration. Mediation will be an option if both parties agree.

Step 1: The Authority Grievance

The Authority will discuss the grievance with the Union President at a mutually convenient time within seven (7) business days after knowledge of occurrence of the event complained of to try to reach a satisfactory settlement.

Step 2:

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

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 discipline action.

Saturdays, Sunday's, holidays and the day before and after Christmas and administrative office closure 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.

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:

First: Within five (5) business days after one party shall have duly served a written demand for arbitration upon the other party, each party shall:

- a.) Appoint one (1) person to serve as its member of the board of arbitration. Both parties will set up a time to contact the Federal Mediation and Conciliation Service (FMCS) or a mutually agreed upon organization for an Arbitrator whose ruling shall stand; and
- b.) Notify the other party in writing of the name of its arbitrator so appointed.

Second: The parties may, with mutual agreement, take a grievance to mediation prior to proceeding to Arbitration. Following mediation or Step 2, whichever is applicable, the Authority and the Union shall meet within ten (10) days and endeavor to settle and determine the dispute created by the grievance or grievances in question. If they fail to settle and determine the dispute within ten (10) business days after their first meeting, the parties shall forthwith proceed to select an arbitrator. The Authority and the Union will contact the FMCS or a mutually agreed upon organization and request submission of seven (7) disinterested persons who are members of the National Academy of Arbitrators, qualified and experienced in handling the type of dispute involved and willing to act as the impartial arbitrator. Between the two parties only one list of seven may be rejected. From such list the party requesting arbitration shall strike one name and thereafter the parties shall alternately strike names until one (1) name remains on the list. The person whose name remains on the list shall be appointed arbitrator in the matter.

Section 2. If the chosen arbitrator becomes unavailable, the parties will request another list and repeat the process.

Section 3. The arbitrator shall meet, organize and conduct all its proceedings in the City of New Orleans, Louisiana at such times as may be mutually agreed upon between the parties, and shall thereafter continue to meet on every day that it is practical for them to meet, until all evidence and arguments have been received and heard. The arbitrator shall establish their own rules of procedure, not inconsistent with the terms of this Agreement

Section 4. The decision of the arbitrator shall become final and binding on the parties of this Agreement when delivered to them in writing.

Section 5. The parties hereto shall each pay the fees and expenses of the arbitrator. The fees and expenses shall be borne equally by the parties. Such expenses shall include any cost for recording of proceedings made by either party, should the other party or the arbitrator request a copy of such recordings.

Section 6. 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. Therefore, the other party case shall be upheld.

Section 7. Saturdays, Sundays, holidays, the day before and after Christmas, and administrative office closure 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 8. 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 the Agreement and past practices not inconsistent with this Agreement.

If through operation of the grievance or arbitration procedures, an employee who was dismissed is reinstated, they shall be made whole from the date of dismissal to the date of reinstatement, less any resulting 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, any 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).

All settlements and arbitration awards shall be drafted separately and paid within fifteen (15) days.

ARTICLE 8 – UNIFORMS:

The Authority is transitioning its uniform allowance program. To ensure continuity of uniform issuance during the uniform transition process, employees eligible for a uniform allowance shall continue to receive the uniform allowance in the form of a direct deposit payment to their bank account on file.

Employees issued a uniform allowance must submit valid itemized receipts for approved uniform purchases within thirty (30) calendar days from the date the uniform allowance is issued and equal to the full amount of the allowance received. Failure to submit within the specified timeframe, or submission of receipts that do not total the full allowance amount, shall result in recoupment of the unsubstantiated portion of the uniform allowance through payroll deduction or other lawful means in accordance with applicable law.

- a.) All new hire operators, upon successful completion of training, shall be issued a voucher for seven (7) sets of uniforms. Uniforms will be issued as follows:

- Seven (7) Shirts

- Seven (7) Trousers – Fixed and Para Operators

- Five (5) Long and Two (2) short – (all operators can wear shorts April 1 – Oct 31). Knee length shorts permissible. Tights, stretch, spandex material, or tight fitting is not permitted.

- One (1) Sweater

- One (1) Jacket

- Two (2) Ties

- Two (2) Pairs of Socks

- One (1) Belt

Uniform shoes shall be paid for by the employee.

The Authority agrees to provide payment for uniforms valued at five hundred dollars (\$500.00) annually to be paid during the month of July. All uniform/clothing items must have the RTA logo and fit properly and not tightly, be clean and serviceable and pressed when necessary. An operator must have completed one (1) year of continuous service after the issuance of uniforms to be eligible for uniforms at the next scheduled date.

Streetcar operators will be provided by the Authority, black knit skull caps with RTA logo for protection from the cold. In addition, heavy outer garments will be allowed provided they are black.

- b.) The Authority-prescribed uniform must be worn by all uniformed staff while on duty. All staff not in uniform shall not be allowed to work.

All other ATU members except Transit Information Operators will receive payment for uniforms valued at five hundred dollars (\$500.00) annually to be paid during the month of July for all uniformed departments.

Each employee shall be responsible for the cleaning of the uniform. An employee must have completed one (1) year of continuous service after the issuance of uniforms to be eligible for uniforms.

- c.) Employees are required to report each day in a proper and clean uniform. Employees reporting not in a proper and clean uniform shall not be allowed to work. Employees who are determined not to be in proper and clean uniform will be allowed two (2) hours at no pay to comply. Failure to comply within the two (2) hours will result in a "miss".
- d.) All uniformed staff shall wear the prescribed uniform.
- e.) Authority approved pull over polo shirts and shorts (all operators) may be worn on all days between April 1 through October 31. The uniform may be modified for special occasions and events upon approval by all parties.
- f.) All newly hired operators will receive raingear – including top/bottom rain suit and rain boots. Due to normal wear and tear, replacement raingear will be issued every three years.

ARTICLE 8A – EQUIPMENT PROCUREMENT COLLABORATION:

The Authority shall include the training department in their design process when purchasing new equipment.

ARTICLE 9 - PAID BEREAVEMENT LEAVE:

- a.) In the event of death in a full-time employee's immediate family, a bereavement leave will be allowed up to a maximum of three (3) workdays. 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 shall be limited to spouse, mother, father, brother, sister, mother-in-law, father-in-law, natural grandparents or children of the employee, stepfather or stepmother or the death of the employee's spouse's stepfather, stepmother, brother, or sister.
- b.) Bereavement leave pay shall be limited to hours the number of hours the employee is regularly scheduled to work to be paid 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.
- c.) The bereavement leave may be taken (at the desire of the employee) on the workday of the employee's immediate or relative family member's transition and at any time within thirty (30) calendar days following the employee's immediate or relative family member's transition or burial. Any deviation must be approved by the Head of Human Resources.

To be eligible for bereavement leave pay, the employee must notify their immediate supervisor in advance of the workdays for which they request paid bereavement leave and specify at that time the period of leave required. Proof of travel over 250 miles will be required for employees requesting up to five (5) workdays off due to travel. Employee must provide 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 within thirty (30) calendar days of requesting paid bereavement leave. The Authority will recoup payment if proof is not provided.

- d.) Funeral Bereavement leave pay shall not be allowed for any day which falls during an employee's paid vacation or on Saturday, Sunday or holidays unless it is a scheduled workday. In the event that one of the paid holidays specified in Article 33 falls on any of the bereavement leave days, the employee shall be entitled to holiday pay only, but not both holiday and bereavement pay.

Bereavement leave pay shall not be included in computing overtime or premium pay. Employee may be granted three days immediately before or after vacation as bereavement leave with proof the death of the family member Off days will not be included within the bereavement leave days.

- e.) Bereavement leave pay will not be paid in addition to any other allowable pay for the same day, including but not limited to, holiday pay and sick pay.

ARTICLE 10 - BULLETIN BOARDS:

The Authority will provide a bulletin board at each station for the Union to post from time-to-time notices to provide information to the members of the Union.

ARTICLE 11 - UNION BUTTONS/PINS:

The employees who are members of the Union - Local 1560 shall be allowed to always wear their Union buttons/pins on duty.

ARTICLE 12 – ACCIDENT/INCIDENT:

Corrective Action for Accidents and Incidents will be consistent with the Corrective Action Guidelines including progressions. Union and Management will collaboratively design and implement a corrective action guideline plan which be reviewed periodically. The corrective action guideline plan shall be mutually agreed upon and signed by the parties by June 1st, 2026.

The parties agree that the current discipline for preventable accidents and incidents shall be maintained until the corrective action guidelines are established.

Definition of Accident/Incident

Accident/Incident: Any event involving an Authority vehicle that results in property damage and/or personal injury requiring medical attention, regardless of who is injured, what property was damaged to what extent, or where it occurred. When there is conflict in interpretation, the FTA definition of an accident or incident will prevail.

Accident Reports: All employees, vehicle and industrial accidents must be immediately reported via radio to the Communications Dispatcher and if unavailable to the employee's immediate supervisor. All employees shall properly complete accident reports at the scene (if physically able), as required by the Authority. The report may be written or electronic. If electronic, the employee will be given the opportunity to personally prepare the report or review, edit and electronically sign a report completed by a supervisor. Failure to comply with the reporting requirements shall result in discipline up to, and including, discharge. Reports must be completed and turned in the same day as the accident if the employee is unable to complete the report at the scene. In extenuating circumstances (such as incapacitation of the employee), reports may be submitted later, but must be submitted as soon as possible. Transportation employees who do not complete the report while on duty shall be paid thirty (30) minutes for completing reports under this section. The overtime provisions of this Agreement shall apply to this section.

Incident Reports: All employees, vehicle and industrial accidents must be immediately reported via radio to the Communications Dispatcher and if unavailable to the employee's immediate supervisor. All employees shall properly complete written incident reports, as required by the Authority. Failure to comply with the reporting requirements shall result in discipline up to, and including, discharge. Reports must be completed and turned in the same day as the incident. Transportation employees shall be paid for thirty (30) minutes for completing reports under this section. The overtime provisions of this Agreement shall apply to this section. For purposes of this agreement, an incident is any mishap which occurs to an employee or customer while on board a Authority vehicle, during boarding or alighting from a Authority vehicle, or to an employee while operating within the employee's assigned job duties.

ARTICLE 12A – ACCIDENT REVIEW BOARD:

Accident Review Board: The Authority may may conduct an investigation of any accident or safety incident ("event"), including on-site investigations and other data collection. Upon validation (if necessary) and

investigation of the event, or receipt of a verbal or written report, the Authority shall, within ten (10) business days, issue to the employee, with a copy to the Union, a written determination as to whether the event, on the part of the employee involved, was preventable or not.

In case of accidents where no damage or injury occurs, the accident shall be considered non-preventable; however, the appropriate action may be taken for any infraction. These provisions shall apply to all employees covered by this Agreement. All major accidents will be submitted to ARB after Safety Department determines the accident is preventable.

The Employee may request an ARB review.

a.) Accident Review Board (ARB) composed of two Authority representatives, two Union representatives, and Transit Police as a tie breaker. New evidence may be presented to the Board.

b.) The ARB shall meet at least every other month to hear accidents. However, if the accident involves a discharge, a special meeting of the ARB shall be held as soon as possible, unless the parties agree to postpone it. The majority decision of the ARB shall be final and binding on the parties, except if the employee or the Union discovers additional information which may be cause for changing the determination of the ruling, the employee shall present this information to the Board, which shall make a final and binding decision whether the new information warrants a rehearing of the case.

ARTICLE 13A - JURY DUTY:

a.) In the event that an employee is required to serve on a duly constituted jury, as verified by proper documentation, they will be paid Jury Duty at the employee's straight time rate for the actual hours necessarily absent from scheduled work that day. Employees will immediately notify the immediate supervisor of the receipt of notice to report for jury duty, and employees serving on a jury shall notify the immediate supervisor each day when released from jury service of their availability for work. On days where the employee is required for jury, they will not be required to report for work in the morning in advance of their jury duty assignment. If an extra-board employee is released from jury duty prior to 3pm, the employee will call the depot clerk to determine if any work is available.

b.) Where the Authority, in its sole discretion, determines that jury duty scheduled during off-duty time will interfere with the employee's ability to complete their assignments, the Authority may excuse the employee for all or part of the assigned work with pay at the straight time rate. Compensation paid for jury duty under this Section will not be counted as hours worked for the purpose of computing overtime.

c.) Pay will be provided for jury duty only when the employee must serve during a regularly scheduled workday. Pay will only be provided for actual time spent by the employee in jury duty, and after completion of jury duty, the employee shall return immediately to their scheduled work.

All employees are expected to cooperate fully with depositions, court appearances, and other legal proceedings on behalf of the Authority. Refusal to cooperate with an investigation, outside of the exercise of protected rights, may result in disciplinary action up to and including termination.

ARTICLE 13B - COURT APPEARANCES

a.) When any employee is called by the Authority for Company business, to investigations, depositions, or as a witness, they will be relieved from their run, tripper, or roll call assignments and paid at their rate for that day for actual time spent. Employees will return and complete their assignment for that day when dismissed.

In either case, in no event will the regular employee or the extra board employee receive less pay for the day than they would have received if they had performed their normal work on that day.

b.) When any other classification of employee is called by the Authority for Company business, to

investigations, depositions, or as a witness, they will be relieved from their assigned duties, paid at their straight time rate for actual time spent. Employees will return and complete their assigned duties for that day when dismissed.

- c.) Pay will only be provided for actual time spent by the employee in the activities described above as "court appearances", and after completion of these duties, the employee shall return to their assigned work.
- d.) All employees called by the Authority for pre-trial investigations, depositions and for trial appearances on behalf of the Authority must report in full regulation uniform or neatly dressed.

ARTICLE 13C - SHOW-UP ROOM. POLICE HEADQUARTERS

- a.) When an employee is ordered to Show-up Room by Police, they will be paid for actual time they are relieved from their work at regular pay.
- c.) When an employee is ordered to Show-up Room by Police after completion of a run or on their day off shall receive pay for hours spent at Police Headquarters. This time will be counted as hours worked.

ARTICLE 14 - MISSING – OPERATORS:

Misses will be consistent with Corrective Action Guidelines. Union and Management will review the corrective action guideline plan periodically.

ARTICLE 15 - SPREAD PAY:

Two part runs that have a spread which exceeds ten and one-half (10-1/2) hours shall be paid at the rate of time and one-half for all time in excess of the ten and one-half (10-1/2) hour spread. Spread will be paid at 80% of top rate.

ARTICLE 16 - PLATFORM INSTRUCTORS:

All instruction time totaling less than FOUR (4) hours shall pay FOUR AND 00/100 DOLLARS (\$4.00) for the run-in addition to the wage rate. For all work of FOUR (4) hours or more, an operator shall receive ONE AND 85/100 DOLLARS (\$1.85) per hour for all time worked in addition to the regular wage rate. This premium is subject to overtime pay.

ARTICLE 17 - INTERVAL BETWEEN SCHEDULED PIECES OF WORK:

Any interval of less than sixty (60) minutes between scheduled pieces of work on regular runs shall be paid at regular rate provided both pieces are worked by the same operator.

ARTICLE 18 - LAY-OFF AND RECALL:

The Parties acknowledge that the Authority, as a governmental entity, is not subject to the federal Worker Adjustment and Retraining Notification (WARN) Act. In the event Authority operations are transitioned to private transit, any applicable WARN Act requirements shall be satisfied in accordance with applicable law.

OPERATORS

- a.) When necessary to lay off the regular force of operators, lay-offs shall be in inverse order of master pick list position.

- b.) When the regular force of operators laid-off are to be recalled, they shall be recalled in the reverse order in which they were laid-off. The operator occupying the highest pick slot of those laid-off shall be recalled first and so on in descending order. Operators called back shall be in the same rate step as when they left.
- c.) The Authority will forward notice of recall by certified mail to the last known address of the employee reflected on Authority records. The employee is solely responsible for keeping the Authority informed of their current address and telephone number at all times. The employee must, within fifteen (15) calendar days of delivery or attempted delivery of the notice of recall, notify the Authority of their intent to return to work on the date specified for recall, and thereafter, return to work on such date. Any employee recalled under the provisions of this Article, who fails to notify the Authority within fifteen (15) working days after receipt of the recall notice that they will report for work, shall have their name stricken from the list and shall lose their recall rights unless sickness or other valid reasons, not including other employment, can be demonstrated.
- d.) In case of future massive natural disaster, (ie. Hurricane Katrina), the re-employment term related to seniority rights is extended to three (3) years.

ALL OTHER CLASSIFICATIONS

- a.) The Authority will determine the timing of layoffs, the number of employees to be laid off, and in which seniority pool(s) (the definition of which is set forth in Article 23) layoffs will be affected. A uniform reduction in the number of hours scheduled in a workweek for all employees in a seniority pool shall not constitute a layoff. If the Authority determines to lay off employees, the Authority will lay off in order of the most junior employees in the affected job classification first.
- b.) If the Authority determines to fill a vacancy in a seniority pool from which employees are laid off, such employees shall be recalled in the reverse order of layoff.
- c.) The Authority will forward notice of recall by certified mail to the last known address of the employee reflected on Authority records. The employee is solely responsible for keeping the Authority informed of their current address and telephone number at all times.
- d.) The employee must, within fifteen (15) calendar days of delivery or attempted delivery of the notice of recall, notify the Authority of their intent to return to work on the date specified for recall, and thereafter, return to work on such date. Any employee recalled under the provisions of this Article, who fails to notify the Authority within fifteen (15) working days after receipt of the recall notice that they will report for work, shall have their name stricken from the seniority list and shall lose their seniority rights unless sickness or other valid reasons, not including other employment, can be demonstrated.
- e.) In case of future massive natural disaster, (ie. Hurricane Katrina), the reemployment term related to seniority rights is extended to three (3) years.

ARTICLE 19 - FREE TRANSPORTATION FOR EMPLOYEES:

- a.) Employees will be allowed free transportation on all lines while in regulation uniform or upon presentation of a valid employee identification card.
- b.) Employees must always have their I.D. card on their person 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 operator must notify immediately their Management Designee, 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 card.

The replacement of the first I.D. card/badge card will be free of charge, any cards thereafter will be charged a fee of five (\$5.00) dollars each.

Damaged cards will be replaced free upon return to the Authority of the damaged card.

- d.) The employee must report in full uniform or work clothes at the time their I.D. card is to be made.
- e.) This I.D. card is not transferable, and the use of this card by any person other than the employee to whom issued will result in termination.
- f.) 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.
- g.) Upon separation of the employee from the Authority, this I.D. card must be returned to the Authority.

ARTICLE 20 - WEEKLY GUARANTEE:

All extra board operators who perform all of their required work assignments during the week will be guaranteed forty (40) hours pay. Failure to fulfill the entire week's assignment will result in the loss of the guarantee. OT will be paid in accordance with the FLSA.

ARTICLE 21 - WAGES:

I. OPERATORS

Section 1.

a.) The rate of pay while in training (fixed, rail and para) will be at fifty percent (50%) of the top fixed operator's wage rates as set forth in Section 2 of this Article.

b.) Operators who pull-out from the station with regular runs will receive a total of fifteen (15) minutes pay for preparation time.

Section 2. Top Fixed and Rail Operator's Wage Rates shall be as follows:

Shall receive a 2.50% increase effective July 1, 2025, a 3.50% increase effective July 1, 2026, a 5.50% increase effective July 1, 2027, and a 1.00% increase effective January 1, 2028. Actual wages will be calculated and set forth prior to signing of the contract.

EFFECTIVE 7/01/25	\$31.52 (Wages will be retroactive back to July 1, 2025)
EFFECTIVE 7/01/26	\$32.62
EFFECTIVE 7/01/27	\$34.42
EFFECTIVE 1/01/28	\$34.75

Streetcar Operators shall be paid twenty-five cents (.25) per hour above their progression rate.

The above wage rates are to be implemented at the pay period beginning closest to the effective date.

Section 3. Progression Rates:

a.) Effective July 1, 2021, progression rates of pay for all fixed and streetcar operators shall be:

First twelve (12) months following completion of training – 70% of top rate

Next twelve (12) months following completion of training – 80% of top rate

Next twelve (12) months following completion of training – 90% of top rate

Thereafter – 100% of top rate

b.) Effective 7/1/21 of this contract, the above progression rates set forth in Section 3.a shall apply to

current operators and to their service, however it shall not apply retroactively. Pay of individuals in the current progression schedule on 7/1/21 will revert to the new progression pay status on the beginning day of the first pay period post 7/1/21.

- c.) Streetcar operators shall be paid twenty-five cents (.25) per hour above their progression rate.

Section 4. Top Lift Operator's Wage Rates shall be as follows:

Shall receive a one-time increase to \$25.99 effective July 1, 2025, a 3.50% increase effective July 1, 2026, a 5.50% increase effective July 1, 2027, and a 1.00% increase effective January 1, 2028. Actual wages will be calculated and set forth prior to signing of the contract.

Effective 7/01/25	\$25.99 (Wages will be retroactive back to July 1, 2025)
Effective 7/01/26	\$26.90
Effective 7/01/27	\$28.38
Effective 1/01/28	\$28.66

The rate of pay while in training will be at fifty percent (50%) of the top fixed operator's wage rates as set forth in Section 2 of this Article.

All new hire lift operators shall receive 100% of the current lift operator max rate upon completion of training.

The above wage rates are to be implemented at the pay period beginning closest to the effective date.

Section 5. Payment of Wages:

- a.) 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.
- b.) Pay Shortage - If an employee's paycheck is short eight (8) hours or more because the Authority is at fault, an adjustment will be made within a reasonable time period but not longer than the next issuing of paychecks.

Section 6. Owl Premium:

All Operators (fixed, rail and para) shall receive twenty cents (0.20) above their regular hourly rate for all scheduled owl service not earlier than 7:45 p.m.

Section 7. Weekend Premium:

All Operators (fixed, rail and para) shall receive ten cents (0.10) above their regular hourly rate for all scheduled weekend service.

Section 8. Re-employment of Operator:

If an operator is rehired within one (1) year, operator will retain their progression rate from the time of resignation, etc.; however, they will lose their seniority. This section pertains only to rehires.

II. ALL CLASSIFICATIONS OTHER THAN OPERATORS, DEPOT CLERKS, COMMUNICATIONS DISPATCHERS, OPERATIONS TRAINING INSTRUCTORS:

Section 1. Top Wage Rates for Classifications other than Operators, Depot Clerks, Communications Dispatchers and Operations Training Instructors shall be:

Transit Tellers shall receive a 2.50% increase effective July 1, 2025, a 3.50% increase effective July 1, 2026, a 5.50% increase effective July 1, 2027, and a 0.00% increase effective January 1, 2028. Actual wages will be calculated and set forth prior to signing of the contract.

Customer Service Representatives shall receive a \$2.50% increase effective July 1, 2025, a 3.50% increase effective July 1, 2026, a 5.50% increase effective July 1, 2027, and a \$0.00% increase effective January 1, 2028. Actual wages will be calculated and set forth prior to signing of the contract.

<u>CLASSIFICATION</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>	<u>1/1/2028</u>
Transit Teller	\$28.05	\$29.04	\$30.63	\$30.63
Customer Service Representative	\$22.90	\$23.70	\$25.00	\$25.00

Section 2. Progression Rates:

a.) Effective July 1, 2021, progression rates of pay for the above classifications hired shall be:

First twelve (12) months following completion of training - 70% of top rate

Next twelve (12) months following completion of training - 80% of top rate

Next twelve (12) months following completion of training - 90% of top rate

Thereafter - 100% of top rate

b.) Effective 7/1/21 of this contract, the above progression rates set forth in Section 2a. shall apply to the above classifications and to their service, however it shall not apply retroactively. Pay of individuals in the current progression schedule on 7/1/21 will revert to the new progression pay status on the beginning day of the first pay period post 7/1/21.

III. DEPOT CLERKS, COMMUNICATIONS DISPATCHERS, OPERATIONS TRAINING INSTRUCTORS:

Section 1. Top Wage Rates for Depot Clerks, Communications Dispatcher and Operations Training Instructors shall be:

Depot Clerks shall receive a 1.00% increase effective July 1, 2025, a 3.00% increase effective June 1, 2026, a 3.00% increase effective July 1, 2027, and a 0.00% increase effective January 1, 2028. Actual wages will be calculated and set forth prior to signing of the contract.

Communications Dispatchers shall receive an 8.00% increase July 1, 2025, a 2.00% effective July 1, 2026, a 2.00% effective July 1, 2027, and a 0.00% increase effective January 1, 2028. Actual wages will be calculated and set forth prior to signing of the contract.

Operations Training Instructors shall receive a 5.00% increase July 1, 2025, a 3.00% increase July 1, 2026, a 3.00% increase July 1, 2027, and a 0.00% increase January 1, 2028. Actual wages will be calculated and set forth prior to signing of the contract.

<u>CLASSIFICATION</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>	<u>1/1/2028</u>
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Depot Clerk	\$35.23	\$36.29	\$37.37	\$37.37
Communications Dispatcher	\$35.91	\$36.63	\$37.37	\$37.37
Operations Training Instructor	\$35.87	\$36.94	\$38.05	\$38.05

The above wage rates are to be implemented at the pay period beginning closest to the effective date.

IV. ALL PARATRANSIT CLASSIFICATIONS:

Dispatchers shall receive a 5.00% increase effective July 1, 2025, a 3.00% increase effective July 1, 2026, a 3.00% increase effective July 1, 2027, and a 0.00% increase effective January 1, 2028. Actual wages will be calculated and set forth prior to signing of the contract.

Routers shall receive a 2.50% increase effective July 1, 2025, a 3.50% increase effective July 1, 2026, a 5.50% increase effective July 1, 2027, and a 0.00% increase effective January 1, 2028. Actual wages will be calculated and set forth prior to signing of the contract.

Reservationists shall receive a 2.50% increase effective July 1, 2025, a 3.50% increase effective July 1, 2026, a 5.50% increase effective July 1, 2027, and a 0.00% increase effective January 1, 2028. Actual wages will be calculated and set forth prior to signing of the contract.

<u>CLASSIFICATION</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>	<u>1/1/2028</u>
Dispatcher	\$26.16	\$26.94	\$27.75	\$27.75
Router	\$23.34	\$24.16	\$25.48	\$25.48
Reservationist	\$20.85	\$21.58	\$22.76	\$22.76

All new hires shall receive starting pay, which equates to 90% of the lowest wage rate for the classification for which they were hired.

Upon completion of one year, the employee will be paid at 100%.

The above wage rates are to be implemented at the pay period beginning closest to the effective date.

Section 3. Payment of Wages:

- a.) 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.
- b.) Pay Shortage - If an employee's paycheck is short eight (8) hours or more because the Authority is at fault, an adjustment will be made within a reasonable time period but not longer than the next issuing of paychecks.

Section 4. Owl Premium:

All Operators shall receive twenty cents (0.20) above their regular hourly rate for all scheduled owl service not earlier than 7:45 p.m.

Administrative employees that work a shift between 10:00 p.m. and 6:00 a.m. shall receive twenty cents (0.20) above their regular hourly rate.

ARTICLE 22 - WORKING HOURS:

Section 1. Working Hours – Operators:

- a.) Schedules shall be arranged to allow regular operators an average work week of forty (40) hours on the basis of a five (5) day week at eight (8) hours a day or a four (4) day week at ten (10) hours a day. Additionally, all operators will receive consecutive assigned days off.
- b.) All regular runs shall be as near eight (8) working hours as practicable. All regular runs shall pay no less than eight (8) hours and be split into no more than two parts (blocks) to the extent practicable.

Where runs are split into two parts, the intervals shall be as short as economically possible except for swing (spread) runs.

- c.) All owl runs shall be considered as straight runs.
- d.) Extra or regular runs may be kept out longer than eight (8) hours and forty-five (45) minutes as provided in Paragraph (a.) of ARTICLE 26 of this agreement.
- e.) The maximum hour provisions of this Agreement as set forth above shall not apply to emergency crews or during the period of emergencies, such as tornadoes, floods, fires, snowstorms or other causes beyond the control of the Authority.
- f.) It is recognized by the parties hereto that operating schedules should, in the interest of the public, be adapted to meet traffic demands and be changed as traffic conditions require, and the employees undertake and agree to cooperate to this end.
- g.) Unless otherwise stated in this Agreement, time and one half shall be paid for only hours actually worked in excess of forty (40) hours per week. All hours and only those hours that are performed as a duty for the Authority (actually worked) will go toward overtime.

Hours actually worked going to OT calculation: Report/Pre-Trip, Post-Trip, Standby, Travel to/from Station in Authority Vehicle, Accident Report, Authority Court Appearance, Roll Call, Safety or Authority required Meetings, Accident Review Board, Working During Vacation, Drug Testing (other than pre-employment), Trippers, Charters, Recognized Holiday Pay, Union Business, and (Union Business and Employee Birthday beginning January 1, 2026)

Hours not going to OT calculation: Sick Leave, Jury Duty, Union Days, Bereavement Leave, Vacation, Personal Business Leave, FMLA, Disability (Short Term/Long Term), Worker's Compensation, or other paid time actually worked.

Section 2. Working Hours – All Other Classifications:

- a.) The sole purpose of this Section is to provide a basis for the computation of straight time and overtime wages for bargaining unit classifications other than operators and nothing contained in this Section 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.

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

- b.) The workweek commences on Sunday and continues through the following Saturday.

- c.) Determination of Hours of Work:

Determination of Work Schedule and Assignments – The Authority shall retain, in its sole discretion, the right to determine, modify, alter, change and to re-determine from time to time the hours of work, the work schedules and work assignments for each position in each job classification in the bargaining unit. To the extent

possible, working hours and work assignments shall be assigned by seniority, whereby the most senior employees in the affected bargaining unit will be given the opportunity to select working hours and work assignments over junior employees.

Changes in Work Schedules and Work in a Non-Bargaining Unit Higher Classification –

The Authority will pay the employee overtime in accordance with 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 two or more hours in a higher job classification, the employee will receive the rate applicable to the higher classification (subject to progression percentage) or their prevailing rate, whichever is higher, for actual hours worked in the higher classification.

Overtime – Employees will be paid for all hours actually worked in excess of forty (40) hours during any workweek at an overtime rate of one and one-half times the straight time rate. Only actual hours worked, excluding sick leave, vacation, lunch periods of at least thirty (30) minutes long, 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. All classifications covered under this section shall be offered overtime in seniority order..

If there are no volunteers for overtime, the junior person will be compelled to work.

Hours actually worked going to OT calculation: Accident Report, Authority Court Appearance, Safety or Authority required Meetings, Accident Review Board, Working During Vacation, Drug Testing (other than preemployment), Recognized Holiday Pay, Union Business, and (Union Business and Employee Birthday beginning January 1, 2026)

Hours not going to OT calculation: Sick Leave, Jury Duty, Union Days, Bereavement Leave, Vacation, Personal Business Leave, FMLA, Disability (Short Term/Long Term), Worker's Compensation, or other paid time actually worked

Communications Dispatchers and Depot Clerks (one employee) working from third shift shall receive night shift differential of fifteen cents (0.15) per hour, in addition to their wage rate.

There shall be three (3) Picks a year for Depot Clerks, Communications Dispatchers, Customer Service Representatives, Dispatchers, Router Editors and Reservationists. Pick should be posted seventy-two (72) hours in advance. Picks shall be system-wide for Depot Clerks.

Workday for Transit Tellers – Transit Tellers (including the Senior Transit Teller) will receive a thirty (30) minute lunch period without pay.

ARTICLE 23 – SENIORITY:

Section 1. Pick Position for Operators

- a.) Operators shall be entitled to the runs they consider best, in accordance with the length of time they shall have been in continuous service of the Authority, employed in the position of operator. Operators shall be allowed to select runs or groups of runs they consider the best on the lines at the division where they are working when they are entitled to such choice, except as provided for in Section 2 (g) of Article 24. Operators who are allowed to select runs in accordance with this paragraph shall select runs according to their respective positions only -- that is to say, streetcar operators shall be allowed to select streetcar runs only, and bus operators shall be allowed to select bus runs only. Such assignments will remain in force for a period of sixty (60) or more days, except where the schedule or schedules are changed. If the schedule or schedules are changed and regular runs are decreased, a general pick will be held. If the schedule or schedules are changed

and regular runs are added, then a general pick or a line pick will be held. It is also agreed when five (5) or more runs become vacant (such as is usually caused by operators leaving the service) on any one work board, a general pick at that division will be held, provided however, that the general pick being worked at the time the five (5) runs become vacant has been in effect sixty (60) or more days

b). Picking Run

The Union will conduct the pick of assignments with three (3) designated Union Representatives handling the bus pick and two (2) handling the rail pick and two (2) handling the lift pick. These Representatives will be assigned until the pick process is completed and will be paid by the Authority. The vacation pick will be conducted by the Depot Clerks. Operators shall be allowed three (3) general picks of runs at the division where they are working. The picks shall be:

1. Winter Pick to be effective not later than the third week of the month in January.
2. Summer Pick to be effective not later than the third week of the month in June; and
3. Fall Pick to be effective not later than the third week of the month in September.

If the Authority cannot meet the above time limits, it will notify the Union of the effective date of the pick, which shall be no more than one (1) week earlier or later than the above time limits.

- c.) Dates and times of pick will be posted in advance by the Authority, and the time period for each employee to pick will be indicated. In the event that an operator will not be available, for any reason, to pick during the ten (10) minute time period posted for their pick, it will be the operator's responsibility to leave a "pick slip" with (UNLIMITED) choices in order of preference with the Depot Clerks. If the Union Representative cannot accommodate the operator's choice, they will choose a run for the operator as close as possible to the run the operator holds currently.
- d.) The proviso that general picks remain in effect for a period of at least sixty (60) days before a general pick is held shall not apply when changing from winter to summer or from summer to winter schedules. It is further understood that when line picks are held there will be no decrease in the number of regular runs scheduled. It is also agreed that when line picks are held, the type of runs on the new schedules will be as near the same as the old schedules as possible.
- e.) By change of schedule is meant when one or more regular runs have been added, or when the schedule time picked of a regular run has been increased by more than twenty-five (25) minutes. It is agreed that when the schedule time picked of a regular run has been increased by more than twenty-five (25) minutes, all added time in excess of schedule time picked shall be paid for at the rate of time and one-half, and there shall be no limit to the amount of time that a run may be decreased, provided that no deduction in pay hours shall be made for time decreased. When a part trip is added to a regular run, the regular operator operating this run will have preference of working the additional time at time and one-half pay, provided the extra time added does not exceed one (1) hour and thirty (30) minutes. If the added time exceeds one (1) hour and thirty (30) minutes the extra operator will be given the preference.
- f.) If a long-term service disruption schedule remains in effect for more than seven (7) days, the operators of that line shall be allowed a line pick of runs. It is further agreed that if a line pick remains in effect more than thirty (30) days, the operators of that division or station shall be allowed a general pick of runs; it is understood that the selection of runs will begin within thirty (30) days of the effective date of said line pick.
- g.) Regular operators who are deprived of a run by reason of a long-term service disruption schedule or line pick shall be given an open run, if there is one, or shall be paid for all time lost during the period in which the schedules are being picked.
- h.) It is understood and agreed that the operators who shall prefer work on the extra board to that of a regular run shall be allowed such choice. Provided, however, that employees shall select the extra board at the same time and in the same order as they make selections of runs; and that the employee who selects the extra board in preference to a regular run shall work said extra board until

the next general pick, when they may then have the option to select either a run or the extra board; except that extra board operators will be allowed to pick runs on any special pick for Good Friday or Christmas Eve or on any special one-day pick.

- i.) All schedules, except a long-term service disruption schedule, shall be posted in the lobby of the station where the operators are working at least seventy-two (72) hours before commencement of selection of runs unless conditions beyond the control of the Authority preclude this.
- j.) It is understood in cases where a regular operator is on leave of absence, caused by sickness or otherwise, for more than three (3) consecutive months, their run may for that reason become vacant and may be given out at the next general pick of runs; provided, the Management Designee shall not declare said run vacant without the consent of either the employee involved or the President or Secretary of the Union. It is further understood that in cases of this kind the regular operator, upon reporting for duty, will be allowed to work the extra board until the next general pick of runs, when they shall then take their place in accordance with seniority.
- k.) The Authority shall post no less than 50% of scheduled trippers for regular operators to pick, in addition to their regular runs:
 - (1.) No spread penalty will apply to the tripper work that is picked in addition to regular runs.
 - (2.) Trippers will pay a minimum of two (2) hours.
 - (3.) Pay for picked trippers shall be guaranteed for the duration of each pick, except operators on sick and worker's compensation.
- l.) A tripper is to be defined as a block of work made up of regular and recurring work and the assigned work is not long to qualify as a run or as a full day's work.
 - 1.) The Union and the Authority agree that the following examples constitute work that meets the definition of "tripper" for which premium pay (the FLSA adjustment) will be paid:
 - a. Open work that does not fit into a block of work at the time of run picks (hanging routes);
 - b. RTA capital projects that will deviate routes and require supplemental services which extend beyond one week;
 - c. Extra service (over two weeks) for Mardi Gras;
 - d. Extra service (over two weekends) for Jazz Festival;
 - e. Extra service (over one weekend) for Voodoo Festival;
 - f. Scheduling adjustments that are uncertain in time and require or create a regular piece of work for more than seven days. (The adjustment will become a tripper on the eighth day of the adjustment at which time the FLSA adjustment will be paid;
 - g. Schedule adjustment that is certain in time, and will exceed seven days, and requires or creates a regular piece of work for more than seven days. (This adjustment will be a tripper at its inception.).
 - h. School work, in the event federal or state law allows the resumption of this work;
 - i. City or parish capital projects that are identified as a result of notice from the city or parish and that will deviate routes and require supplemental services which extends beyond seven days. (This service will be trippers at their inception.)
 - 2. All trippers will be bid in compliance with Article 23, Section 1(k). To the extent that the employee who bids on the work does not actually perform the work because of scheduled vacation, that employee will be paid for the bid work. However, the FLSA adjustment will not be paid for that tripper in accordance with the language of Article 22, Section 1(g), "Hours not going to overtime calculation."
 - 3. Police, sanitation, and private charter services will not be trippers.
 - 4. The Parties agree that trippers will be paid in a premium rate only when the hours actually worked exceed forty (40) hours in a work week. Trippers will be paid at a regular rate of pay, not a premium rate, when an employee's hours actually worked are forty (40) hours or less during a work week.

Section 2. Seniority for All Other Classifications

- a.) Except as provided otherwise in this Agreement, Seniority shall mean an employee's length of continuous service in the job classification to which they is assigned, measured from the date and time the employee was hired into the job classification. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee whose name appears earlier on the Authority's alphabetical listing of employees shall be deemed more senior. Seniority shall not accrue to probationary personnel until completion of the probationary period set forth in Article 1 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 holding the same job classification shall constitute a seniority pool, as follows:
- Transit Teller
 - Operations Training Instructor
 - Depot Clerk
 - Communications Dispatcher
 - Customer Service Representative
 - Reservationist
 - Router/Editor
 - Dispatcher
- c.) An employee's seniority shall be lost for the following reasons:
- 1.) Discharge (unless reinstated through grievance procedure), quit, retirement, death or resignation; or
 - 2.) failure to give notice of intent to return to work after recall within the time period specified in Art. 18 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
 - 3.) except for layoff, time lapse of twelve (12) months since the last day of actual work for the Authority, regardless of reason; or
 - 4.) failure to return to work upon expiration of a leave of absence; or
 - 5.) layoff for a period of twelve (12) months.
- d.) Employees terminated from employment by TMSEL effective December 16, 1987, and subsequently rehired by the Authority prior to the date of this Agreement shall have all seniority lost as a result of such termination restored for purposes of vacation benefits only. This provision shall not apply to any other employee or class of employees who leave the employ of the Authority for any reason.

ARTICLE 24 - SCHEDULES:

a.) The cooperation of employees in making schedules will be welcomed. All schedules will be made with the aim of furnishing the best possible working conditions for the employees consistent with economical operation and traffic demands.

b.) In pursuance of the above objectives, it is agreed that at least twenty-three (23) days prior to the effective date of any new schedule or major change in schedule, the Union will be notified to this effect and will forthwith appoint a committee known as the Schedule Committee consisting of three (3) employees (or enough to provide one (1) representative from each division if more than three (3) divisions are affected) with representation from each division involved in the proposed schedule or major change in schedule..

The Committee shall have an opportunity to examine any proposed new schedule or major change in schedule and, after a period of not more than two (2) days, either express its approval or offer changes consistent with paragraph a.).

c.) In the event differences between the Union's Schedule Committee and the Authority cannot be reconciled after review and decision by the appropriate operating director of the Authority, a demonstration shall be undertaken under the direction of the office of the appropriate operating director after the schedule has been in operation seven (7) calendar days to show whether or not such schedules are workable under the rules of the office of the appropriate operating director and the traffic rules and regulations of the jurisdiction involved. Adjustments shall be made in such schedules in accordance with the results of the demonstration and it is agreed that such adjustments shall be started within thirty (30) calendar days after the demonstration. A similar procedure shall be followed as to any existing schedule about which the Union may complain and demonstrate that, because of major changes in operating conditions which have arisen since the schedule in question was instituted, the schedule has become unworkable. Employees serving on such Union Schedule Committee will be paid for time lost or, if no time is lost, the actual time spent on such conferences.

d.) Pick Schedule:

Scheduled picks will be conducted as follows:

Day 1 - Schedule Committee Meeting
Days 2 and 3 - Schedule Committee Review
Days 4, 5, and 6 - Post Schedule
Days 7 thru 20 - Pick Schedules
Days 21 thru 23 - Prepare schedules for implementation

ARTICLE 25 - TRANSFERRING:

Section 1. Lines:

- a.) It is agreed, in cases where one or more bus lines are transferred from one Division to another, that the number of regular operators required to operate these lines after the transfer is consummated will be allowed to transfer in accordance with full seniority; provided, however, that if more bus operators are needed, then such additional operators as are needed shall be allowed to transfer. The operators who transfer in accordance with this paragraph shall pick the regular runs on the line with which they transfer in accordance with full seniority and shall work such runs until the next general pick of runs of the Division is held, when they shall take their positions in accordance with full seniority. Any surplus of operators over and above the number required to work the regular runs on the line with which they shall transfer shall work on the extra board until the next general pick of runs of the Division is held, when they shall take their positions in accordance with full seniority.
- b.) It is agreed, if a streetcar line is replaced by buses, that the regular operators of the streetcar line will transfer to the new bus line and pick regular runs in accordance with full seniority, provided, however, that if more bus operators are needed to operate this new bus line, then such additional operators as are needed will be transferred. Regular operators shall work such runs until the next general pick of runs of the Division is held, when they shall take their positions in accordance with full seniority.
- c.) It is understood that operators who transfer in accordance with this Section shall be compensated at their regular rate of pay for all time consumed in training (breaking in). Payment will be made on the next regular payday.
- d.) Operators who qualify for transfer at the Authority's expense under Section 1 shall not be allowed to transfer under Section 2 for twelve (12) consecutive months after having qualified. Any operator who transfers under Section 1 or Section 2 and who becomes physically disabled to perform their duties in the new position, may be permitted to return to their former position with full seniority before the twelve (12) month period is ended, provided the Authority doctor finds the operator to be disabled in the new position but not so disabled as to perform the duties of their former position.

Section 2. Operators:

The Parties agree to jointly develop a progression-based framework in line with industry standards governing transferring between three operating modes. The framework will be based on objective factors including, but not limited to, service time, qualifications, performance, attendance, safety record, and complaints.

This current process as is written in this Article will stand until the MOU is created by the committee by June 1, 2026.

- a.) It is agreed that when additional operators are needed, before any additional operators are employed, operators shall be allowed to transfer from their respective positions or Division to whatever work board additional operators are needed. Provided, however, when additional operators are needed, the operators who desire to transfer shall have been qualified for the position for which additional operators are needed. That is to say, if the operators who desire to transfer in accordance with this Section are not qualified for the position for which additional operators are needed, then they shall not be allowed to transfer, but the Authority shall have the right to employ additional operators. It is understood that such transfer shall be made in accordance with full seniority. It is further understood that operators who transfer in accordance with this Section shall be allowed to work the extra board until a general pick of runs shall be held, when they shall take their places in accordance with full seniority.
- b.) Operators shall be allowed to transfer from their respective positions or Divisions to one of the other positions or divisions as provided for in this Section. Any operator may pick (sign up) on a schedule to transfer to another station or to another position in which they are qualified to work, and remain on their regular run at the station from which they are transferring until the new schedule they picked on goes into effect; provided that in the event schedules are changed at the station where they are presently working before the pick goes into effect at the station to which they are transferred, they shall work the extra board at the new station from that time until the new pick goes into effect.
- c.) Each Division shall be provided with a separate seniority board, an assignment sheet for those who desire to transfer from one position to another, and an assignment sheet for those who qualify for other positions. Such boards and assignment sheets shall be posted in the lobby of the station where the operators are working.
- d.) Operators who desire to transfer from their respective positions or Divisions to another position or Division, as provided in this Section, will be allowed to transfer, provided that bus operators and streetcar operators who desire to transfer shall have qualified for the new positions prior to the date of such transfer, and provided further, however, only in the event that additional operators are needed on the work board to which the transfer is to be made.
- e.) Operators who desire to transfer, as provided in this Section, shall sign the transfer sheet posted in the station for that purpose, after which they will be permitted to train (break in) and qualify on all car and bus lines for positions indicated on transfer sheets. It is understood that operators who sign the transfer sheet shall endeavor to qualify for the selected positions within six (6) months, from the day on which they shall have signed the transfer sheet. Should they fail to qualify within the allotted time, six (6) months, they will discontinue training (breaking in) for a period of twelve (12) consecutive months, after which time they will have the option to again resume training (breaking in) for the positions in which they formerly have failed to qualify. It is further understood that operators who transfer in accordance with this Section, shall qualify on their own time and without compensation. Once in the new position, the operator may only, during their first ninety (90) days after turnover, reverse their transfer, without a loss of seniority in the initial mode of service.
- f.) It is further understood that operators who sign the transfer sheet and qualify for selected positions shall transfer immediately upon notice from the Authority that they are needed in such positions; provided, however, that they receive such notice within six (6) months from the date on which they shall have qualified for the positions. It is agreed that if the notice of said transfer is received by the operators six (6) or more months after qualification, they shall then have the option to accept or reject the same. Provided, however, that they shall have, through practice, retained their qualifications for the positions to which they are to be transferred. The sense of this Agreement is that no operator shall be considered eligible to transfer from their respective position to one of the other positions unless, at the time the transfer is to be made, they are qualified for the position to

which they are to transfer.

- g.) It is agreed that before such transfer, as provided in this Section, shall actually become effective in full, there shall be a merger of seniority of all operators who shall have qualified for the transfer; operators having the most seniority shall be transferred into the position or positions or Division where additional operators are needed. It is further agreed that an operator who transfers in accordance with this Section shall not again be allowed to transfer for a period of twelve (12) consecutive months.
- h.) It is agreed that in all cases when operators are transferred from one position or Division to another, such transfers shall be made in accordance with full seniority.
- i.) It is understood that the operators, who choose to transfer from their respective positions to one of the other positions, will be afforded a fair and impartial opportunity to qualify for such selected position, and shall be allowed, through practice, to retain their qualifications. It is further understood, however, that the Authority will have full and complete direction of the training (breaking in) of the operators and shall be the sole judge of the qualifications of each operator, not inconsistent, however, with any part of this Agreement.
- j.) Operators who desire to transfer from one position to another position are required to pass a medical examination at the Authority's expense before signing the transfer sheet, provided, the examination or findings shall not in any manner affect the employee in their present position. This shall apply to the transferring of the operators in both Sections 1 and 2. Operators who transfer from one Division to another Division without changing positions shall not be required to pass a medical examination.
- k.) By change in position is meant: when operators transfer from their respective positions to one of the other positions.
- l.) Employees with less time than twelve (12) months of service shall not, under any provisions of this Section, be allowed to change their positions.
- m.) After being requested by the Authority, but voluntarily on the part of the employee, the employee may train for any position of the Authority, i.e., operator or any other position of the Authority, at the Authority's expense, so that if manpower shortages develop the Authority can request these operators to transfer temporarily from one position to another.
- n.) The Authority may request employees to transfer temporarily to other positions within the Operating Department, which consists of the Transportation Department, the Scheduling Department and the Maintenance Department, such transfers to be optional with the employee. It is understood, however, that an operator who is holding such a temporary position in the Operating Department, either as an official or otherwise, shall retain their seniority; this shall apply to operators only. Any employee who has worked in a temporary position as operator for more than one (1) year, by and with the approval of the Authority, shall become a regular employee in said position.

Employees may transfer to other departments of the Authority, on a trial basis, provided that there is an opening for a regular full-time job, but cannot retain their seniority in the Transportation Department longer than ninety (90) days from the date of transfer.

- o.) Anything in Section 1, and elsewhere in Section 2 to the contrary notwithstanding, whenever the Authority determines that a surplus of manpower exists at a Station, the Authority shall have the right to require transfers from such Station of such number of operators as in the opinion of the Authority are necessary to provide an equitable distribution of manpower; and this right shall exist whether there is a shortage of manpower at a particular Station or not. Before such transfers are made, however, the Authority shall consult with the President or Secretary of the Union on the matter.

Operators shall have the right to elect, in order of seniority whether they desire to transfer or not. In case a sufficient number of operators do not elect to transfer, then operators at the bottom of the seniority list, working from the bottom up, shall be transferred by order of the Director of Bus and Rail Operations until the required number are transferred.

Operators transferred pursuant to this Section 2 (o) shall retain their full seniority and shall be trained at the Authority's expense.

In case an operator is transferred from one position to another and fails to qualify, if they elected to make the transfer, they shall be returned to their former position at the Station from which they transferred, and another operator transferred from the bottom of the seniority list by order of the Director of Bus and Rail Operations. In case an operator transferred by order of the Director of Bus and Rail Operations to a different position fails to qualify, then such operator shall be returned to their former position either at the Station to which they have been transferred or at their former Station, at the option of the Director of Bus and Rail Operations. If they are returned to their former Station, another operator shall be transferred in their place from the bottom of the seniority list at the order of the Director of Bus and Rail Operations.

Operators may be transferred pursuant to this Section 2 (o) either temporarily or permanently, depending upon existing conditions at the time the transfer is made. In the event the circumstances which caused the transfers to be made cease to exist, operators so transferred may transfer to their former positions pursuant to the provisions of Section 2.

Section 3. All other classifications

Employees may request a transfer to other departments/positions of the Authority, on a trial basis, provided that there is an opening for a regular full-time job. If approved, the trial basis will be forty-five (45) days from the date of transfer. If the employee requests to return to their previous position and it remains available within the trial period, the employee may return to their previous department/position with their previous seniority. Seniority shall begin on the date the employee is hired into the new job classification.

ARTICLE 26 - MISCELLANEOUS:

- a.) In cases where work is anticipated and regular or extra operators are held at the facility under orders pending the development of such work, this waiting time shall go towards the individuals overtime calculation. This shall not apply to roll call regulations.
- b.) Regular or extra operators who shall have been assigned to any assignment and after properly reporting, the assignment is cancelled, the operator is entitled to one (1) hour for reporting.
- c.) The Louisiana Commercial Driver's License (CDL) will be paid for by the Authority provided the operator remains in the continuous employ of the Authority for a period of six (6) months minimum.
- d.) Supervisory employees excluded from coverage by this Agreement shall not be permitted to engage in work regularly performed by covered employees, except in the situations described herein, or for demonstration purposes.
- e.) Due to the nature of the Authority's operations and considering its traffic and public safety requirements, supervisory employees may perform work regularly engaged in by employees covered by this Agreement to meet the following situations:
 - 1.) In emergencies; or
 - 2.) When operators covered by this Agreement are not available; or
 - 3.) In the training and instruction of employees; or
 - 4.) When installing, testing and/or starting a new run or new equipment; or
 - 5.) When required for the safety of the public and the Authority's equipment; or
 - 6.) To move a bus or streetcar for purposes of relieving traffic congestion or for the safety of the passengers or the Authority equipment pending arrival of a relief operator;
 - 7.) It is understood the above movement shall not be in service.
- f.) It is agreed that, wherever in this Agreement the words "Charter" or "Special" are used, they mean the same thing and "Charter" is to be used.
- g.) 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.

- h.) The Authority agrees to print and pay for enough contract agreements to furnish each operator with one copy, within forty-five (45) days after completion of negotiations and ratification by the membership.
- i.) Anonymous complaints shall not be entered on an operator's record, nor shall it result in discipline. An operator may be required to see their Management Designee with respect to such complaint.
- j.) No passenger complaint shall be made a part of an operator's record unless the operator has been provided with the substance of the complaint.
- k.) Restroom facilities shall be provided on all lines wherever practicable.

ARTICLE 27 - VACATIONS:

- a.) Each employee who has completed one or more years of continuous service shall be eligible for a vacation in each calendar year.
- b.) All vacations shall begin each Monday of the week.
- c.) The amount of vacation to which an employee is entitled shall be determined by the employee's number of years of continuous service as of their employment anniversary date in each calendar year, in accordance with the below set forth vacation table.

VACATION TABLE:

<u>Continuous Service</u>	<u>Full Vacation Amount</u>
1 Year but less than 2 Years	One (1) Week
2 Years but less than 7 Years	Two (2) Weeks
7 Years but less than 12 Years	Three (3) Weeks
12 Years but less than 16 Years	Four (4) Weeks
16 Years but less than 24 Years	Five (5) Weeks
24 Years and over	Six (6) Weeks

Those employees with thirty (30) years of service or more will begin to receive one (1) additional day of vacation for each year of service thereafter.

Vacations for each calendar year will be selected by location and classification based upon seniority during the time period for the previous Fall schedule pick and will be based on the days worked in the immediately preceding year from January 1 to December 31.

In order to be entitled to a full vacation, an employee must have worked two hundred (200) days during the immediately preceding January 1 to December 31 period. If the employee worked one hundred and seventy-five (175) to one hundred and ninety-nine (199) days, the vacation will be reduced by one-third (1/3). If the employee worked one hundred and fifty (150) to one hundred and seventy-four (174) days, the vacation will be reduced by two-thirds (2/3). If the employee worked less than one hundred and fifty (150) days, he will lose the entire vacation. Work days will be defined as days worked by an employee in a classification covered by this Agreement.

Also included shall be days paid by the Authority for jury duty and union duty for executive officers, but not more than sixty (60) days; days served in the armed forces of the United States, and disabilities (to include maternity leave), for more than seven (7) days and not more than ninety (90) days authenticated by a licensed Doctor of Medicine.

- d.) Vacation pay allowance for each regular operator shall be five (5) days for each vacation week computed at the regular rate and on the basis of what each operator's run pays, including picked trippers. If a regular operator's work week changes during any vacation week causing them to have

more than two (2) off days, they will be paid eight (8) hours at the regular rate of each day necessary to make up the five (5) days. If a regular operator's work week changes during any vacation week causing them to have fewer than two (2) off days, they will be paid for the five (5) days which provide the most pay. It is understood that in the computation of vacation pay, weekdays on which Sunday schedules are applied and any day on which a special schedule is applied shall, with regard to operators on vacation, be considered as though the regular schedule for the day had been worked instead of the Sunday or special schedule.

- e.) Vacation allowance for each extra operator shall be forty- three (43) hours and forty-five (45) minutes, at the regular rate for each vacation week.
- f.) Vacations shall be selected in accordance with the length of time in service. (Pick according to seniority.)
- g.) Vacations shall be picked independently of runs.
- h.) Vacations will be divided evenly throughout the year.
- i.) Operators who are sick during the period which they have picked for their vacations shall receive vacation pay as provided in this ARTICLE 27 and will not be allowed to select another vacation during the current vacation period. Operators who are off from work and receiving workmen's compensation shall not be allowed vacation pay at the same time. After returning to work they shall be allowed to select another vacation not sooner than four (4) weeks after returning to work.
- j.) It is understood that the employee who has been on continuous leave of absence from the Authority's service, whether such leave has been caused by sickness or otherwise, for a period of ten (10) or more consecutive months preceding the first day of the current vacation period (first Monday after January 1) shall, by that fact, forfeit all right to the vacation and will not receive the vacation pay.

Provided further, that any employee who does not work during the period October 1 through December 31, inclusive, will not be entitled to a vacation until they have worked the equivalent of thirteen (13) work weeks during the current vacation period.

- k.) Upon termination of employment, by retirement or otherwise, operators shall be paid for vacation time due. This payment shall be based on the number of months worked since the operator's employment anniversary date ending the last employment year for which they have received a vacation; provided that employees entitled to three (3) weeks or more vacation shall, upon termination of employment for any reason, be paid for any vacation to which entitled under subsections (e) and (j) in the year service is terminated, plus 1/12th vacation pay for each month worked since January 1 of that year.
- l.) No swapping vacations.
- m.) It is agreed that operators who are doing Union work or acting in the capacity of station clerks, supervisors or doing other special work for the Authority during the time they have selected for their vacations will be allowed to work in that capacity, but shall take their vacations at some other time during the current vacation period.
- n.) A separate vacation assignment sheet shall be posted for streetcar operators and bus operators.
- o.) Vacations shall be selected annually prior to December 1st.
- p.) After selections have been completed, the vacation assignment sheets shall be posted in the lobby of all car and bus stations and remain there during the vacation period.
- q.) There will be no advance vacation pay.
- r.) Employees on vacation on Martin L. King Jr.'s Birthday, Carnival Day (Mardi Gras), Good Friday, Juneteenth, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Day after Thanksgiving,

Christmas Day, or New Year's Day shall receive an additional days pay.

- s.) The first vacation shall be in the calendar year in which the first anniversary of employment occurs and may be scheduled as much as three (3) months in advance of that date if it will facilitate operations to do so, at the discretion of the Management Designee for operators and at the discretion of the immediate supervisor for all other classifications of employees.
- t.) Employees with three (3) or more weeks' vacation may utilize one (1) week for single days (Employees with four (4) or more weeks' vacation may utilize two (2) weeks for single days), to be indicated at the time of the November Vacation Pick. Employees will be only permitted to pick full weeks for the weeks not designated as single days. Utilization of single day vacation will require seventy-two (72) hours of advance notification to the Management Designee and be subject to divisional requirements for the operators and advance notification to the immediate supervisor for all other classifications of employees.
- u.) If an employee's seniority date indicates a vacation move up within the current year, they will be granted the extra week during that calendar year.

No operator will be permitted to select these vacation days during the Carnival Season, commencing with the first day on which a Carnival parade is scheduled to be held in Orleans parish.

v.) Banking of Vacation:

Employees who are entitled to more than three (3) weeks' vacation with pay in any year shall be permitted to accumulate all vacation in excess of three (3) weeks to which they may be entitled in any year. Employees who elect to accumulate (Bank) vacation under this provision, shall notify the Authority not later than December 31st preceding the vacation year during which such vacation will be accumulated (Banked). Any vacation week earned that is banked shall be paid to the employee upon termination of employment by retirement or otherwise at the regular operator's rate in effect at the time vacation was earned.

ARTICLE 28 - ROLL CALL PAY:

An EXTRA OPERATOR who is assigned to ROLL CALL and does not receive an assignment at the call of the roll will be paid for the time they SERVE on ROLL CALL at the Base Rate per hour from the beginning of the ROLL CALL until they are assigned work, or the ROLL CALL ends.

If an EXTRA OPERATOR who is frozen on early (A.M.) ROLL CALL goes to work on any assignment, emergency or otherwise, during that ROLL CALL period, they will be paid at the regular rate for the time they are actually frozen during that ROLL CALL period.

EXTRA OPERATORS who are frozen on early (A.M.) ROLL CALL and are not permitted to go to work during that ROLL CALL period will be paid at the regular rate for the time they are actually frozen during that ROLL CALL period.

If an EXTRA OPERATOR is frozen on the MIDDAY ROLL CALL or the P.M. ROLL CALL and has not answered any previous ROLL CALL THAT DAY, they will be paid at the regular rate for the time actually frozen during that ROLL CALL period.

Operators sitting ROLL CALL on those days on which holidays are observed will be guaranteed eight (8) hours pay at the prevailing holiday rate.

All EXTRA OPERATORS who serve on ROLL CALL, will have the hours sitting on roll call go towards their 40 hour overtime calculation.

ARTICLE 29 - HEALTH AND WELFARE BENEFITS:

The Authority and the Union shall establish a joint advisory committee with an equal number of members selected by the Authority and the Union. The committee shall meet twice a year, each year, but in no event less than 90 days prior to the expiration of the healthcare benefit year to address and implement changes, if any, in the health care system that are in the best interest of both parties. All issues brought to the committee will be heard and

consideration given in the implementation of benefit changes.

The Authority and the Union will establish a program to educate all employees as to these requirements.

Section 1. Group Life Insurance:

- a.) Health and Welfare benefits shall be provided to full-time employees only. For purposes of Article 29, any reference to “employees” shall mean “full-time employees” only.
- b.) All employees subject to this Agreement who have been employed by the Authority continuously for more than sixty (60) days and all employees hired after the effective date of this Agreement, on completion of sixty (60) days of continuous employment by the Authority, shall apply for insurance coverages and pay their pro-rata share of the cost of such insurance coverages with such insurance carrier or carriers as shall be selected by the Authority.
- c.) The coverage offered to employees and family (defined as lawful spouse, children, domestic partner and children of domestic partner) under the Authority-offered health and welfare plans shall include medical, prescription, vision and dental care benefits.
- d.) After 60 days of employment, employee will be entitled to one time their annual base salary.
- e.) All employees covered by the Group Life Insurance Plan shall also be covered by the Accidental Death and Dismemberment Plan.

The Accidental Death and Dismemberment Plan is hereby incorporated by reference and made part of this Agreement.

Section 2. Hospital/Medical/Dental & Pharmaceutical Insurance:

- 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, on the first of the month following the date of employment, shall be eligible to participate in the Hospital/Medical, Dental and Pharmaceutical Insurance Plans and shall be eligible to apply for coverage for their dependents.

To assist employees in obtaining health insurance during retirement, the Authority will make the following contributions to the Authority sponsored 401(k) plan on behalf of employee determined by employee age and date of employment as set forth in the table below (only employees who were active TMSEL employees on 8/31/2009 and transition to Transdev on 9/1/2009 are eligible):

The parties have agreed to include the chart below from the expiring contract to understand the origin of this benefit. However, the insurance subsidy payment ended on August 31, 2024, for those qualified for this benefit.

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 Veolia. 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.

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>	\$5,000/yr Authority contribution to 401(k) account for a maximum of 15 years while actively employed by Veolia. 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.
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>	\$6,500/yr Authority contribution to 401(k) account for a maximum of 15 years while actively employed by Veolia. 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.
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>	\$8,000/yr Authority contribution to 401(k) account for a maximum of 15 years while actively employed by Veolia. 5 year vesting schedule. Prior service recognized for vesting purposes. Special 5 year minimum payout for any employee who has 30+ years of employment.

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.

- b.) The coverage offered to employees and family (defined as lawful spouse, children, domestic partner and children of domestic partner) under the Authority-offered health and welfare plans shall include medical, prescription, vision and dental care benefits.
- 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 health plans, vision and dental care benefits.
- d.) The Authority shall evaluate the cost of the insurance coverages under the health plans on an annual basis and give notice to the Union of any increases or decreases based upon verified, industry-wide standards plan costs.

Any determined increases or decreases in the cost of the employee contribution shall be 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.

ARTICLE 30 A – SICK LEAVE

SECTION 1 – OPERATORS:

a. All Operators

All fixed, rail and lift operators shall accrue sick leave, as defined, but do not become eligible to use sick leave until completion of the probationary period. All operators shall accumulate sick leave at the rate of one (1) day per month (eight hours at straight time) per contract year for a total of twelve days per year. Operators employed on or prior to the 15th day of the month will accrue sick leave for the entire month. The sick leave accrual will commence the following month for persons employed after the 15th day of the month.

b. Administration of Sick Leave Benefits:

Any unused portion of such twelve (12) days per year shall accumulate to the credit of the operator, and there shall be no limit to the amount of such accumulation.

Employees who leave the employ of the Authority except for electing retirement that have 30 years of service with the agency within the bargaining unit or normal retirement, will not be paid accumulated sick leave. On voluntary retirement, the Authority will pay the employee seventy percent (70%) of their accumulated sick leave in a lump sum payment. To be eligible for this benefit, the employee must notify their Human Resources, in writing, 90 days in advance of their intent to retire.

Operators shall receive payment for sick leave beginning with the first day if that is a scheduled workday, provided they have completed probation. Sick slips must be turned in to the Human Resources by 4:00 p.m. on the Friday prior to the end of the payroll period.

Written application for paid sick leave must be made by the employee on the first day of illness, if possible. Such application shall be accompanied by a certificate signed by a duly qualified physician (including, for the purposes of this provision, the physician's nurse) who has attended the operator during their injury or illness, stating the nature of the illness or injury, the beginning and ending dates the operator was under medical care and the date when the physician considers the employee able to return to normal duty.

Authority will comply with the provisions of the federal Family and Medical Leave Act (FMLA). Under FMLA, the employee may use accrued paid vacation and sick leave time if available before resorting to unpaid leave.

SECTION 2 - ALL CLASSIFICATIONS OTHER THAN OPERATORS

a.) Employees will accumulate paid sick leave days at the rate of one (1) day per month per calendar year for a total of twelve (12) days per year. Maximum accumulation up to 130 days. All employees of other classifications hired prior to December 20, 2020, will have no maximum accumulation on their sick leave. Sick leave will not accrue during unpaid leaves of absences, except for military leave as provided in Section 1 of Article 30B.

b.) Employees hired on or prior to the 15th day of the month will accrue sick leave for the entire month. The sick leave accrual will commence the following month for persons hired after the 15th day of the month. All such new employees become eligible for sick leave after six (6) months of employment.

c.) Notice of intent to take sick leave must be given to the employee's supervisor not later than one (1) hour before the beginning of the first hour of work of the first day of sick leave. Paid holidays falling during periods of sick leave shall be considered as holidays with pay and not included as sick time.

The following constitute reasons for sick leave:

- a.) Illness or injury or exposure to a contagious disease which renders the employee incapable of performing the duties of the employee's position.
- b.) Requirement by the employee for dental or medical care which cannot reasonably be made during other standard working hours.
- c.) Illness in the employee's immediate family (spouse, children, or any other family member in the same household) requiring the full attention of the employee.
- d.) Immediately upon return to work, the employee shall furnish to their ~~immediate supervisor~~ Human Resources, a written physician's statement when the employee is absent due to a non-occupational sickness or injury for three (3) or more consecutive working days. In the absence of this verification, the leave will be charged as leave without pay (LWOP). The Authority reserves the right in all cases of reported illness to require examination by a reputable physician of its choice.

Abuse of sick leave privileges shall constitute grounds for disciplinary action, including summary dismissal.

ARTICLE 30 B – OTHER LEAVE:

Section 1: Military Leave:

The Authority shall comply with the provisions of the Uniformed Services and Reemployment Right Act (USERRA) 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 they would have accrued during such leave during the period of service in the uniformed services.

Section 2: 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 their 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.

Section 3: Union Business Leave (Union Official):

a.) Short Term Leave of Absence:

Any member of the Union elected to or appointed to any office which requires the member's absence from the service of the Authority to attend to a Union-sponsored seminar, convention, or other Union activity, shall be granted leave without pay for scheduled work hours lost for such purposes, provided that:

1.) The Union notify the Authority in writing not less than five (5) days in advance of such Union business;

2.) No more than three (3) employees from the bargaining unit may receive such leave at the same time; and

3.) No leaves may be granted for less than one (1) hour or for longer than two (2) weeks.

4.) The Union will be granted up to 100 paid days per year of the contract to be used for Union business. This total is for the union and not any one particular position (i.e., 1 person may use 100, 10 people may use a combination of 10 each). Further, the total number of such days used for these purposes by all Union officers cannot exceed ninety (90) days per year. In no event will these days be charged against the Union officer or officer's attendance record.

b.) Extended Leave of Absence (Union Official):

Leave of absence without pay shall be granted by the Authority to any employee covered by this Agreement who is elected or appointed to any full-time position within the Union, local or national provided that:

- 1.) The employee gives advance notice of such leave, if required by the Authority, of thirty (30) days.
- 2.) The leave of absence shall terminate upon the expiration of the conditions for which it is granted.
- 3.) No more than two (2) employees shall be on such leave of absence at the same time.
- 4.) Seniority shall continue to accumulate during the leave of absence and pick position, where applicable, shall remain. Absence while on leave shall not affect the seniority right of the employee or any rights they would have as an employee of the Authority.
- 5.) The employee shall participate in all health and welfare and retirement income programs sponsored by the Authority as listed in Articles 29 and 32 of this Agreement. The Authority will continue to contribute the Authority's share into the retirement income program for each employee on leave for the Union and the Union will contribute their share. The Authority will also continue to contribute the Authority's share into the health and welfare program and the employee will continue to contribute their share.

- 6.) Upon the return of the employee to the service of the Authority, they shall be examined by the Authority doctor and shall be eligible to be reinstated if they have the fitness and ability to perform the work. They shall be reinstated to their former position or any other higher paid position that is vacant, for which they can qualify.
- 7.) The employee shall report for work within fifteen (15) days of the termination of the leave of absence.

Section 4: FMLA

Authority will comply with the provisions of the federal Family and Medical Leave Act (FMLA). Under FMLA, the employee may use accrued paid vacation and sick leave time if available before resorting to unpaid leave.

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

Section 5: Extended Leave of Absence

If an employee requests and the Authority grants an excused, extended absence from work, this excused absence shall not be charged as an occurrence against the employee when it is accompanied by a medical excuse or other documented proof of need. It shall be recorded as an uncharged absence.

Section 6: Attendance/Absence

Regular attendance is expected of every employee, refer to the Authority Attendance Policy. An unexcused absence adversely affects our ability to deliver vital transportation to our customers and to fulfill our contractual obligation to our clients.

An employee unable to report for work must telephone the Depot Clerk/Supervisor one hour prior to the beginning of their scheduled work shift and inform them of their impending absence and the reason for it.

Employees who fail to report for duty for three (3) consecutive workdays and fail to report off to the Depot Clerk/Supervisor will be considered AWOL (Absent Without Approved Leave) and subject to termination.

Whenever an employee is out on leave of any kind for more than 2 weeks, the employee must contact the Management Designee bi-weekly with a status update. (Unless Human Resources has a valid doctor's excuse for the employee being out). Failure to do so, will result in a determination of job abandonment and termination.

Discipline for excessive absences will be based on a rolling 365 days. The appropriate action for an excessive number of chargeable absences as set forth above is defined as follows:

First (1) and Second (2) Chargeable Absence	Verbal
Third (3) Chargeable Absence	One (1) Day Suspension
Fourth (4) Chargeable Absence	Three (3) Day Suspension
Fifth (5) Chargeable Absence	Termination

The base period begins on the date of the employees' first occurrence or absence without leave. All disciplinary actions shall be administered by a Manager.

ARTICLE 31 - PHYSICAL EXAMINATIONS:

a.) All employees shall submit to a physical examination as often as deemed necessary by the Authority. The expense of such physical examination shall be borne by the Authority, and the examining physician shall be designated by the Authority. Employees shall be compensated for all time involved in taking any physical examinations, at their applicable hourly rate, and shall not receive less than they would have earned had they worked.

b.) As a condition of continued employment with the Authority, any physical examination above provided

for must reveal the physical or mental fitness of the employee involved to perform the duties for which they were employed. The employee involved shall be furnished with a complete copy of the results of any physical examination at the same time as such findings are made available to the Authority.

c.) Should any required physical above provided for reveal the physical or mental unfitness of the employee involved to perform the duties for which they were employed, they may at their option have a review of their case in the following manner:

- 1.) They may employ a licensed physician of their own choosing and at their own expense for the purpose of conducting a further physical examination for the same or recommended purpose of the physical examination made by the physician employed by the Authority. A copy of the findings of the physician so chosen by the employee involved shall be furnished to the Authority, and in the event such findings verify the findings of the physician employed by the Authority, no further medical review of the case shall be afforded.
- 2.) In the event the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the Authority, the Authority physician and the employee physician involved shall, within five (5) days from such disagreement agree upon and select a third (3rd) qualified, licensed and disinterested physician for the purpose of making a further physical examination of the employee involved. The third (3rd) physician shall make a further physical examination of the employee involved. The third (3rd) physician shall submit their findings to the two (2) physicians previously selected by the Authority and the employee. The findings of the majority of the three (3) examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third (3rd) physician shall be borne equally by the Authority and the employee. If it is determined that the employee should not have been disqualified the employee shall be made whole for all time lost as result of removal from service.

d.) Physicians employed by the other party, as required in this Article, shall be members of the American Medical Association or American College of Surgeons, except as permitted by mutual agreement between the parties.

e.) Employees removed from service as a result of any physical examination shall be returned to their proper position if and when any disqualification has been corrected if corrected within eighteen (18) months of disqualification.

When an operator returns to work from a long-term illness and the Authority requires re-training, the operator shall be paid at their regular rate of pay for all training.

f. Drug and Alcohol Abuse:

Notwithstanding any language which states or implies anything to the contrary, RTA Board of Commissioners has approved provisions of the Drug and Alcohol-Free Workplace Policy. The parties further agree that any dispute over the interpretation or application of the Policy shall be subject to the provisions of Article 6 ("Grievance and Grievance Procedures") and Article 7 ("Arbitration and Arbitration Procedures") of this Agreement. 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 32 -457 PLAN:

All employees shall be eligible for an Authority sponsored 457 defined contribution plan. The Authority contribution to said plan shall be determined by employee age and date of employment as set forth in the table below:

Only employees who were active TMSEL employees on 8/31/2009 and transitioned to Transdev, on 9/1/2009 are eligible for a Nondiscretionary Authority Contribution.

*Employees who receive the grandfathered Nondiscretionary Authority Contribution will **not** also receive the 50% Authority Matching Contribution for every dollar deferred up to 6% of Eligible Compensation if they are actively deferring.*

Employee Category	ATU Benefit
New Hires as of 9/1/09	<p><u>Effective 8/1/16:</u> 50% Authority Matching Contribution for every dollar you defer, up to a maximum of 6% of Eligible Compensation into the Transdev sponsored 401(k) plan after meeting eligibility waiting period. 3 year vesting schedule. 3% maximum Authority Contribution. <u>Prior benefit effective 9/1/09 through 7/30/16:</u> 50% Authority Matching Contribution for every dollar you defer, up to a maximum of 6% of Eligible Compensation into the Transdev sponsored 401(k) plan after meeting eligibility waiting period. 5 year vesting schedule. 3% maximum Authority Contribution.</p>
New Hires as of 12/20/2020	<p>Effective 12/20/2020: a 3% non-discretionary Authority Contribution of an employee's eligible compensation into the Authority 457 plan after meeting eligibility waiting period. 3 year vesting schedule. 3% maximum Authority Contribution. Effective 7/1/2022: a 6% non-discretionary Authority Contribution of an employee's eligible compensation into the Authority 457 plan after meeting eligibility waiting period. 3 year vesting schedule. 6% maximum Authority Contribution.</p>
TMSEL Active Employees as of 8/31/09, under age 40 as of 1/1/09	<p>Effective 9/1/09, a 50% Authority Matching Contribution for every dollar you defer, up to a maximum of 10% of Eligible Compensation into the Transdev sponsored 401(k) plan. 5 year vesting schedule. Prior service recognized for vesting purposes. 3% maximum Authority Contribution.</p>
TMSEL Active Employees as of 8/31/09, age 40 to 49 as of 1/1/09	<p>Effective 9/1/09, a 12% Nondiscretionary Authority Contribution of an employee's eligible compensation into the Transdev 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 they choose. 5 year vesting schedule. Prior service recognized for vesting purposes.</p>
TMSEL Active Employees as of 8/31/09, age 50+ as of 1/1/09, with less than 20 years of service,	<p>Effective 9/1/09, a 15% Nondiscretionary Authority Contribution of an employee's eligible compensation into the Transdev sponsored 401(k) plan. Employee does not have to actively defer into the plan to receive the 15% contribution, but is allowed to also defer in plan if they choose. 5 year vesting schedule. Prior service recognized for vesting purposes.</p>
TMSEL Active Employees as of 8/31/09, age 50+ as of 1/1/09, with 20 or more years of Service	<p>Effective 9/1/09, an 18.5% Nondiscretionary Authority Contribution of an employee's eligible compensation into the Transdev sponsored 401(k) plan. Employee does not have to actively defer into the plan to receive the 18.5% contribution, but is allowed to also defer in plan if they choose. 5 year vesting schedule. Prior service recognized for vesting purposes.</p>

The parties acknowledge that the Defined Benefit Pension Plan offered through the collective bargaining agreement with TMSEL is frozen and Transdev North America, Inc., formally 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 33 - HOLIDAYS:

- a.) New Year's Day, Martin Luther King Jr.'s Birthday, Mardi Gras Day, Good Friday, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Eve, or the days on which they are observed are guaranteed paid holidays for all employees, except those employees properly suspended or on layoff. Employees absent from work and receiving Workers Compensation benefits shall not be entitled to holiday pay.

On each such day, employees will be paid the number of hours regularly scheduled to work, at their regular rate without working, regardless of whether the holiday falls on a scheduled workday or on a regularly scheduled day off.

An employee who is scheduled to work and works on these days shall receive, in addition to ~~the~~ holiday pay equal to the actual number of hours worked on the holiday, pay for all time worked at the employee's regular rate.

In all cases where holiday operation calls for Sunday or Saturday schedules, the employees scheduled to work that day will work their assignment on schedule designated for that day. Operators whose run has no Saturday or Sunday schedules will automatically be off and receive the normal days' pay at straight time rate for the day being substituted. Employees may request to be off in writing and will be advised by 4:00 p.m. forty-eight (48) hours prior to the actual holiday.

b.1) Recognized Holidays:

Recognized holidays shall include New Year's Day, Martin Luther King Jr.'s Birthday, Mardi Gras Day, Good Friday, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and New Year's Eve.

b.2.) Eligibility:

All employees shall be paid for recognized holidays providing they meet all of the following eligibility rules:

The employee has worked all of their original or assigned work for the last scheduled workday prior to and the next scheduled workday after such holiday.

An employee who "misses" on the day before a holiday, on the holiday, or on the day after the holiday shall not lose eligibility for holiday pay providing, they receive and work an assignment of four (4) hours or more on the day that they missed.

An employee shall not be eligible for holiday pay when the holiday falls within a period during which they are suspended.

An employee who is scheduled to work or who has been requested to report for work in emergencies such as hurricanes, floods, etc. who fails to report for and perform such work without reasonable cause shall not receive pay for the holiday.

Holiday pay to eligible employees shall be the number of hours that they would have been paid for their normal scheduled work on that day.

- c.) Each employee will be granted a paid holiday on their birthday except that, if birthday falls on the employee's normal off day or during the employee's selected vacation period, another day will be granted.

If birthday falls on an assigned day off or leap year, or due to illness, the employee will be afforded another day off consistent with divisional requirements. Birthday holidays cannot be accumulated or carried over into the next year.

It will be the operator's responsibility to check with the Management Designee, and all other classified employees' responsibility to check with their immediate supervisor, as to what day will be granted for their birthday holiday if another day is given. The day selected shall be at the sole discretion of the Management Designee for a request made by an operator and at the sole discretion of the immediate supervisor for the request made by any other classified employee.

If, on any particular day, the number of birthdays is such as to interfere with filling the schedule, the Management Designee or the appropriate immediate supervisor will allow as many off as practicable by seniority. If an employee cannot be given the actual birthday off, another day will be granted.

ARTICLE 34 - 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 shall govern all relations between them and the employees covered by this Agreement and, 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 35 - PAST PRACTICES:

The rights of the parties to this Agreement as established by past practices not inconsistent with this Agreement are preserved unless specifically waived or relinquished by provisions of this Agreement.

ARTICLE 36 - 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, picketing or work stoppages involving the Authority's operations, premises or equipment during the terms of this Agreement or any extensions thereof.

As long as the Union and/or its members do not engage in or take part in any strike, picketing or work stoppage 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 37 - TERM OF CONTRACT:

This contract shall be effective from July 1, 2025, to June 30, 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 38 - 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.

ARTICLE 39 – SAFETY BONUS:

THIS SECTION IS RESERVED

ARTICLE 40 – PART-TIME EMPLOYEES:

This Agreement will allow for twenty-five (25) part-time bus operators, ten (10) part-time streetcar operators, ten (10) paratransit operators and two (2) part-time transit information operators to be utilized for organizational needs primarily on the weekends. These employees will be able to be used as needed not to exceed 25 hours weekly on average. Full-time operators in one classification will have first option to an open full-time position in another classification, in advance of the part-time employees. Part-time employees will only be allowed wage benefits distinguished in this document.

ARTICLE 41 – LABOR MANAGEMENT LEADERSHIP COMMITTEE:

The Authority and Union agree to hold labor management meetings monthly unless mutually agreed not to meet. These meetings will be to discuss contract or non- contract issues affecting employees covered by this Agreement. Subjects for discussion at labor management meetings during the term of this Agreement shall be as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor management meetings is to deal with matters of general concern by discussing, exploring, and resolving matters of mutual concern, provided that neither party shall attempt to change, add to, or vary the terms and conditions of the Collective Bargaining Agreement unless mutually agreed. The Union shall partner and participate in the Authority's labor management leadership committee.

ARTICLE 42 – RATIFICATION BONUS

The parties acknowledge that the Authority, as a governmental entity, is subject to public funding laws and, therefore, is not permitted to issue ratification bonuses.

ARTICLE 43 – COMPLIANCE WITH LAWS

The Authority shall comply with all local, state, and federal laws. In the event any part of the Agreement becomes null and void, the remaining portion shall remain in full force and effect.

Signed at New Orleans, Louisiana, this _____ day of _____, 2026.

**NEW ORLEANS REGIONAL TRANSIT
AUTHORITY**

**AMALGAMATED TRANSIT UNION
LOCAL #1560**

**Lona Edwards Hankins
Chief Executive Officer**

**Ronald Horn
President-Business Agent**