



**AGREEMENT**

**BETWEEN**

**TRANSDEV TRANSPORTATION SERVICES**

**AND**

**AMALGAMATED TRANSIT UNION**

**DIVISION 1560**

**FIXED ROUTE**

**EFFECTIVE**

**JULY 1, 2016 TO JUNE 30, 2021**



**AGREEMENT BETWEEN**  
**TRANSDEV TRANSPORTATION SERVICES**  
**AND**  
**AMALGAMATED TRANSIT UNION, DIVISION 1560**

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**AGREEMENT BETWEEN  
TRANSDEV TRANSPORTATION SERVICES  
AND  
AMALGAMATED TRANSIT UNION, DIVISION 1560**

THIS AGREEMENT, made and entered into on September 30, 2016, by and between TRANSDEV TRANSPORTATION SERVICES (hereinafter referred to as the Company) and Amalgamated Transit Union, (ATU) Division 1560 (hereinafter referred to as the Union - Division 1560).

**W I T N E S S E T H :**

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 Company reserves and retains all of its inherent rights to manage the business, and the Company 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 24; 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 Company'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 Company.

**ARTICLE 2 -RECOGNITION:**

The Company hereby recognizes the Union as the exclusive bargaining agent for: (1) all operators including extra supervisors and extra clerks, of streetcars and buses owned and/or operated by the Company; (2) all full-time transit tellers, including senior transit tellers, schedulers, checkers, depot clerks, operations training instructors (excluding contract maintenance training instructors), communications dispatchers and transit information operators employed by the Company; 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 Company as transit operators who are scheduled from time to time, at the Company'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 actual work in any on job classification covered by this Collective Bargaining Agreement.

- c.) The Company 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 Division 1560 and who in writing authorizes and directs the Company to do so, the Company 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 Company will accept such assignment and will forward the amount thus deducted to Division 1560 of the Amalgamated Transit Union or the designee of said Division 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 Company 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 Unions Financial Secretary. Members of the union agree and authorize the

company 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 employer agrees to deduct and transmit to (Treasurer of) ATU Division 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 Company against all cost of investigation and defense, and any and all liability claims of any kind which the Company 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 Company.

**ARTICLE 4A - CREDIT UNION DEDUCTIONS:**

The Company will make payroll deductions for the Credit Union under the following conditions:

- a.) For savings only;
- b.) Individual employee authorization cards to be made out; and
- c.) The deduction amount selected by the individual employee must remain in effect for at least thirty (30) days before it can be changed.



**ARTICLE 5 - 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 Company 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 Company 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 Supervisor:

If an employee believes he/she has been unjustly treated, the employee may present a grievance through a representative of the Union (ATU Division 1560). The grievance must be presented in writing by the Union to the Director of Transportation or Operations Specialist, as designated below, not later than five (5) working days from the date of the occurrence that gave rise to the alleged grievance:

**Job Classification**

**Immediate Supervisor for  
Purpose of First Step Grievance**

Operators	Dir. Of Trans./Operations Specialist, designee
Sr. Transit Tellers/Transit Tellers	Dir. Of Trans./Operations Specialist, designee
Transit Information Operators	Dir. Of Trans./Operations Specialist, designee
Operations Training Instructors	Dir. Of Trans./Operations Specialist, designee
Checkers	Dir. Of Trans./Operations Specialist, designee
Schedulers	Dir. Of Trans./Operations Specialist, designee
Depot Clerks	Dir. Of Trans./Operations Specialist, designee
Communications Dispatchers	Dir. Of Trans./Operations Specialist, designee

A written answer to the grievance shall be provided to the Union within five (5) working days following the date the grievance was held.

**Step 2: Written Appeal:**

If within five (5) working days, no satisfactory settlement is reached between them, then within ten (10) working days the grievance shall be submitted in writing by the Union's properly accredited committee to the COO (property level) of the Company or designee. If within five (5) working days thereafter no satisfactory settlement is reached the issue will be eligible for arbitration. If for any reason the COO is unavailable, an extension of time can be granted if agreed to by both parties.

**c.) Discipline of Employees:**

**Section 1:**

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

Violations pertaining to the mishandling or misappropriation of fares or fare equipment; discipline imposed shall begin within five (5) working days of notification.

Section 2:

When the Company disciplines an employee and/or places an entry in the employee's file, the employee and the Union shall be provided a copy. An employee may request a file review with written notification to Human Resources. All disciplinary actions except those involving fares or accidents will be purged after 365 days of date of entry.

- d.) Saturdays, Sundays and holidays, including the day after Thanksgiving, shall be excluded in the calculation of all of the time limits set forth in this Article.
- e.) The time limitations set forth in this Article 5 are of the essence of this Agreement. Unless agreed to by both parties, no grievance shall be accepted by the Company unless it is submitted or appealed within the time limits set forth in Article 5 of this Agreement.
- f.) If an employee is found not at fault on the charge or charges for which he was suspended or discharged, he will be reinstated to his former position and paid the wages he would have earned for the period from the date of suspension or discharge to the date the final decision is rendered.
- g.) If the grievance or claim of unjust treatment is not settled by the foregoing procedure, the aggrieved party shall notify the other in writing within the five (5) days following the next monthly Union membership meeting which is held after receipt of the other party's final answer if it desires to take the grievance to arbitration. Selection of arbitrators and the arbitration procedure shall be in accordance with ARTICLE 6. Discharges shall be subject to arbitration.
- h.) The arbitration process shall proceed as expeditiously as possible from the date of notice that arbitration is desired.
- i.) Grievances that the Company may have against the Union shall be handled in the following manner:

1st Step:

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

2nd Step:

If the Company grievance is not settled in the 1st Step, it may be submitted to arbitration in accordance with the provisions of ARTICLE 6.

Section 3:

Grievances that the Company may have against the Union shall be handled in the following manner:

1st Step:

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

2nd Step:

If the Company grievance is not settled in the 1st Step, it may be submitted to arbitration in accordance with the provisions of ARTICLE 6.

**ARTICLE 6 - ARBITRATION AND ARBITRATION PROCEDURES:**

Section 1. In the event either the Company 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) 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; and

- b.) Notify the other party in writing of the name of its arbitrator so appointed.

Second: The two (2) arbitrators so appointed by the Company 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) days after their first meeting, the parties shall forthwith proceed to select a third (3rd) and impartial arbitrator. In the event the two (2) arbitrators shall fail for a period of five (5) days to agree on a third (3rd) and impartial arbitrator then the parties shall forthwith jointly apply to the Federal Mediation and Conciliation Service and request submission of seven (7) disinterested persons who are members of the National Academy of Arbitrators, qualified 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 such 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 become and remain the chairman of the board of arbitration as so constituted.

Section 2. If one of the arbitrators named by the parties hereto dies, resigns, or for any valid reason is unable to act, the party appointing him shall name his successor within five (5) days after such death, resignation, or withdrawal. If, under such circumstances, it shall become necessary to appoint a successor for the third and impartial arbitrator, such successor shall be selected in the same manner as the original third (3rd) and impartial arbitrator was selected within ninety (90) days after such death, resignation, or withdrawal. Any such successor of the third (3rd) and impartial arbitrator shall act with the same power and authority as the one originally appointed or selected.

Section 3. The board of arbitrators shall meet, organize and conduct all of 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 board of arbitrators shall establish its own rules of procedure, not inconsistent with the terms of this Agreement.

Section 4. The decision of the majority of the board of arbitrators shall become final and binding on the parties of this Agreement when delivered to them in writing. Any minority member of the board of arbitrators shall have the right to indicate his dissent to all or any part of any decision that may be handed down by the board.

Section 5. The parties hereto shall each pay the fees and expenses of the arbitrator of its own selection. The fees and expenses of the third (3rd) and impartial arbitrator incidental to the arbitration 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, its arbitrator, or the impartial 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.

Section 7. Saturdays, Sundays and holidays 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 Company.

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, he 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 ten (10) days.

Section 9. Any grievance concerning disciplinary matters in which the Company proposes to offer or introduce as evidence the testimony or affidavits of spotters or checkers shall be subject to the conditions set forth below:

- 1.) Written Evidence:
  - a.) Any affidavits and any forms or notes prepared by checkers/spotters for the purpose of preserving observations shall be produced or made available for copying to the designated Union representative(s) at the first step of the grievance procedure, provided that any information tending to identify the checker/spotter may be deleted prior to production.
  - b.) No evidence given or offered by checkers/spotters shall include subjective opinions, unless the checkers/spotters are identified and subjected to direct confrontation and cross-examination at the first step of the grievance procedure, and only in accordance with the ordinary rules of evidence.

2.) Checkers/spotters shall be examined at arbitration hearings under these conditions:

- a.) The Neutral Arbitrator shall be escorted by a management representative to a location remote from the hearing room and known only by management for the purpose of directly confronting the checker/spotter.
- b.) The Neutral Arbitrator may examine the checker/spotter privately in the presence of a public stenographer selected and paid by but not a regular employee of the Company.
- c.) Examination and cross-examination shall be permitted the parties through telephonic transmission of questions to the remote location; the response of the checker/spotter shall be given while the telephonic transmission to the hearing room is suspended; the responses of the checker/spotter shall be recorded and restated in full by the stenographer through telephonic transmission to the hearing room provided that the Neutral Arbitrator shall direct the stenographer to delete from the restatement of checker/spotter responses any testimony which would tend to identify the checker/spotter.
- d.) Either party may obtain at its cost a copy of the stenographic transcription of all testimony given by the checker/spotter including testimony given in camera pursuant to any private examination, provided the Neutral Arbitrator shall direct the



stenographer to delete from the stenographic record any testimony by the checker/spotter which would tend to identify the checker/spotter.

- e.) At some point prior to the close of the hearing, the Neutral Arbitrator shall report to the parties in open hearing his observations concerning the demeanor or other significant behavior of the testifying checker/spotter, provided that such report shall be stated in such a fashion as to preclude identification of the testifying checker/spotter.
  
- f.) No evidence given or offered by checkers/spotters at the hearing concerning any particular instance of an alleged violation of Company rules, regulations or policies shall be considered by the Neutral Arbitrator unless the particular instance of an alleged violation has been revealed to the Union's designated representative during the grievance procedure.

**ARTICLE 7 – UNIFORMS:**

- 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 – Five (5) Long and Two (2) short
- 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 Company agrees to a uniform allowance voucher in the amount of three hundred fifty dollars (\$350.00) in July 2016, and three hundred dollars (\$300.00) to be paid during the month of July each year of the contract. Six (6) months after the ratification of the CBA, all uniform/clothing items must have the Transdev logo (employees will no longer be allowed to wear any uniform/clothing items with the Veolia logo). An operator must have completed one (1) year of continuous service after the issuance of uniforms to be eligible for uniform voucher at the next scheduled date.

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

- b.) Operations Training Instructors shall provide themselves with uniforms of the type and quality prescribed by the Company. The Company-prescribed uniform must be worn by the Instructor while on duty. Instructors not in uniform shall not be allowed to work.

A uniform allowance of three hundred dollars (\$300.00) per year shall be granted to Instructors only. The allowance shall be paid to each Instructor not later than August 31<sup>st</sup> of each year during the term of this contract. Each employee shall be responsible for the cleaning of the uniform.

- 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.) Transit Information Operators shall wear the same uniform as Depot Clerks.
- e.) Company approved pull over polo shirts (and shorts) may be worn on all weekends, and polo shirts and shorts on all days between April 1 through October 31.

- f.) All newly hired streetcar operators will receive rain-gear – including top/bottom rain suit and rain boots.

**ARTICLE 8 - PAID FUNERAL LEAVE:**

- a.) In the event of death in a full-time employee's immediate family, a funeral leave will be allowed up to a maximum of three (3) work days. The immediate family shall be limited to spouse, mother, father, brother, sister, half brother, or half sister, mother-in-law, father-in-law, natural grandparents or children of the employee. An employee shall be entitled to funeral pay only if he attends the funeral of the deceased family member.
- b.) In the event of the death of an employee's stepfather or stepmother or the death of the employee's spouse's stepfather, stepmother, brother, or sister, a funeral leave will be allowed up to a maximum of one (1) day. An employee shall be entitled to funeral pay only if he attends the funeral. At the Company's discretion, up to two (2) additional days without pay may be granted upon the request of the employee.
- c.) Funeral leave pay shall be limited to eight (8) hours pay at the operator's regular straight-time rate excluding overtime. Normal off days will not be counted in the funeral leave days and the operator will not be paid for said off days.
- d.) The funeral leave is limited to (at the desire of the employee):
  - 1.) The work day immediately preceding the burial, the day of burial and the work day immediately following the burial; or
  - 2.) The two (2) work days immediately preceding the burial and the day of burial; or
  - 3.) The day of burial and two (2) work days immediately following the burial; or

- 4.) Three (3) work days prior to or subsequent to the day of the burial if the burial should fall on an off day.

To be eligible for funeral leave pay, the employee must notify their immediate supervisor in advance of the workdays for which he/she requests paid funeral leave and specifies at that time the period of leave required.

- e.) Funeral 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 work day. In the event that one of the paid holidays specified in Article 32 falls on any of the funeral leave days, the employee shall be entitled to holiday pay only, but not both holiday and funeral pay. Funeral leave pay shall not be included in computing overtime or premium pay.
- f.) 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 9 - BULLETIN BOARDS:**

The Company 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 10 - UNION BUTTONS:**

The employees who are members of the Union - Division 1560 shall be allowed to wear their Union buttons on duty at all times.

#### **ARTICLE 11 - ACCIDENT REPORTS:**

- a.) When the Company directs an Operator to complete an Accident Report during a split or after the completion of their shift, the Operator will receive thirty (30) minutes pay.

**ARTICLE 12 - JURY DUTY, POLICE SHOW-UP AND COURT APPEARANCES:**

- a.) In the event that an employee is required to serve on a duly constituted jury, as verified by proper documentation, he/she will be paid Jury Duty at the employee's straight time rate for the actual hours necessarily absent from scheduled work that day, not to exceed eight (8) hours per 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 for 3pm, the employee will call the clerk to determine if any work is available.
  
- b.) Where the Company, in its sole discretion, determines that jury duty scheduled during off-duty time will interfere with the employee's ability to complete his/her assignments, the Company 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 work day. 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 his/her scheduled work.

**COURT APPEARANCES**

- a.) When any operator is called by the Company for Company business, to investigations, depositions, or as a witness, he/she will be relieved from his/her run, tripper, or roll call assignments and paid at his/her rate for that day for actual time spent. Operators will return and complete his/her assignment for that day when dismissed.

In either case, in no event will the regular operator or the extra board operator receive less pay for the day than he would have received if he/she had performed his normal work on that day.

- b.) When any other classification of employee is called by the Company for Company business, to investigations, depositions, or as a witness, he/she will be relieved from his/her assigned duties, paid at his/her straight time rate for actual time spent. Employees will return and complete his/her 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 his/her assigned work.
- d.) All employees called by the Company for pre-trial investigations, depositions and for trial appearances on behalf of the Company must report in full regulation uniform or neatly dressed.

### **SHOW-UP ROOM, POLICE HEADQUARTERS**

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

### **ARTICLE 13 - MISSING – OPERATORS:**

1st and 2nd Miss

One (1) day's penalty as per Section 144 of the Peg System;

3rd, 4th, 5th, 6th, and 7th Miss

Two (2) days' penalty as

	per Section 144 of the Peg System;
8th Miss	One (1) day suspension at no pay plus a two (2) day penalty;
9th Miss	Five (5) day suspension at no pay plus a two (2) day penalty;
10th Miss	Subject to discharge.

The reduction of one (1) Miss will be granted for each seventy-five (75) day period from the previous Miss in which no Miss occurs. Personal sickness will not be counted in the seventy-five (75) day period for the reduction of a Miss.

All computations concerning Misses cover the calendar year January 1 through December 31.

**ARTICLE 14 - 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 15 - PLATFORM INSTRUCTORS:**

An operator selected to act as platform instructor will be paid in addition to his/her regular rate of pay ONE AND 75/100 DOLLARS (\$1.75) per hour for the run. 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 75/100 DOLLARS (\$1.75) per hour for all time worked in addition to the regular wage rate. This premium is subject to overtime pay.

**ARTICLE 16 - 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 17 - LEAVE OF ABSENCE AND EXCUSED ABSENCES:**

- a.) The Company shall grant unpaid leaves of absence as required under the Family and Medical Leave Act (FMLA) and all other applicable federal and state laws.
- b.) If the Company grants an excused absence from work to an employee, this excused absence shall not be charged against the employee and shall be recorded as an uncharged absence.

**ARTICLE 18 - LAY-OFF AND RECALL:**

This Article of the Agreement shall be applied in conformity with the Worker Adjustment and Retraining Notification (WARN) Act. The Company shall give notice of intention to lay-off employees by posting a notice on the bulletin boards at all stations at least one (1) week before the effective date of the lay-off, unless 60 days advance notice is otherwise required for a "mass layoff" as defined by the WARN Act, and a copy of such notice shall be sent to the Union.

**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 Company will notify each operator to be recalled by registered U.S. mail or by telegram. Such letter or telegram



shall be sent to the last known address of such person. Each operator to be recalled shall be given fifteen (15) days notice. A copy of such notice shall be given to the Union.

- 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 Company 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 24) layoffs will be effected. 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 Company determines to layoff employees, the Company will lay off in order of the most junior employees in the affected job classification first.

- b.) If the Company 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 Company will forward notice of recall by certified mail to the last known address of the employee reflected on Company records. The employee must, within fifteen (15) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall, and thereafter, return to work on such date.

### **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 have his/her I.D. card on his/her person at all times when on duty and is subject to being checked for the presence of this card.
- c.) If this I.D. card/badge is lost, the operator must notify immediately his/her Manager of Station Operations, 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 Company of the damaged card.

- d.) The employee must report in full uniform or work clothes at the time his/her 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 Company, this I.D. card must be returned to the Company.

## **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 assignments will result in the loss of the guarantee.

## **ARTICLE 21 - WAGES:**

### **I. OPERATORS**

Section 1.

a.) The rate of pay while in training will be at fifty percent (50%) of the top 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 eight (8) minutes pay for preparation time.

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

**Shall receive a 3.00% increase effective July 1, 2016, a 3.00% increase effective July 1, 2017, a 3.00% increase effective July 1, 2018, a 2.00% increase effective July 1, 2019, and a 1.50% effective July 1, 2020 . Actual wages will be calculated and set forth prior to signing of the contract.**

EFFECTIVE 7/01/16	\$25.30 (Wages will be retroactive back to July 1, 2016)
EFFECTIVE 7/01/17	\$26.06
EFFECTIVE 7/01/18	\$26.84
EFFECTIVE 7/01/19	\$27.38
EFFECTIVE 7/01/20	\$27.79

**Streetcar Operators shall be paid fifteen cents (.15) per hour above his/her 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.) Progression rates of pay for all operators hired on or after July 1, 2011 shall be:

First twenty-four (24) months following completion of training - 70% of top rate

Next eighteen (18) months following completion of training - 80% of top rate

Next six (6) months following completion of training - 95% of top rate

Thereafter - 100% of top rate

b.) Effective 7/1/11 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 7/1/11 will revert to the new progression pay status on the beginning day of the first pay period post 7/1/11.

c.) Streetcar operators shall be paid fifteen cents (.15) per hour above his/her progression rate.

**Section 4. Payment of Wages:**

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

b.) Pay Shortage - Whenever an error is made by the Company causing a pay shortage of twenty-five dollars (\$25.00) or more, the Company shall issue a check within three (3) business days containing the shorted amount.

**Section 5. Owl Premium:**

All Operators shall receive fifteen cents (0.15) above his/her regular hourly rate for all scheduled owl service not earlier than 7:45 p.m.

**Section 6. Re-employment of Operator:**

If an operator is rehired within one (1) year, operator will be classed as a new employee in the progression rate at time of resignation, etc. This section pertains only to rehires.

**II. ALL CLASSIFICATIONS OTHER THAN OPERATORS, TRANSIT INFORMATION OPERATORS, DEPOT CLERKS, COMMUNICATIONS DISPATCHERS, OPERATIONS TRAINING INSTRUCTORS AND SCHEDULERS:**

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

Shall receive a 3.00% increase effective July 1, 2016, a 3.00% increase effective July 1, 2017, a 3.00% increase effective July 1, 2018, a 2.00% increase effective July 1, 2019, and a 1.50% effective July 1, 2020 . Actual wages will be calculated and set forth prior to signing of the contract.

<u>CLASSIFICATION</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
Transit Teller	\$20.50	\$21.11	\$21.75	\$22.18	\$22.51
Sr. Transit Teller	\$22.51	\$23.18	\$23.88	\$24.35	\$24.72
Checker	\$22.50	\$23.17	\$23.87	\$24.34	\$24.71
Sr. Checker	\$23.82	\$24.54	\$25.27	\$25.78	\$26.17

**Section 2. Progression Rates:**

a.) Progression rates of pay for the above classifications hired on or after July 1, 2011 shall be:

First twenty-four (24) months following completion of training - 70% of top rate

Next eighteen (18) months following completion of training - 80% of top rate

Next six (6) months following completion of training - 95% of top rate

Thereafter - 100% of top rate

b.) Effective 7/1/11 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 7/1/11 will revert to the new progression pay status on the beginning day of the first pay period post 7/1/11.

**III. TRANSIT INFORMATION OPERATORS:**

Section 1. Top Wage Rates for Transit Information Operators, based upon their respective current rate, shall be:

**Shall receive a 3.00% increase effective July 1, 2016, a 3.00% increase effective July 1, 2017, a 3.00% increase effective July 1, 2018, a 2.00% increase effective July 1, 2019, and a 1.50% effective July 1, 2020 . Actual wages will be calculated and set forth prior to signing of the contract.**

<u>CLASSIFICATION</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
Transit Information Operator	\$18.39	\$18.94	\$19.51	\$19.90	\$20.19

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

**Section 2. Progression Rates:**

- a.) Progression rates of pay for all Transit Information Operators hired on or after July 1, 2011 shall be:

First twenty-four (24) months following completion of training - 70% of top rate

Next eighteen (18) months following completion of training - 80% of top rate

Next six (6) months following completion of training - 95% of top rate

Thereafter - 100% of top rate

- b.) Effective 7/1/11 of this contract, the above progression rates set forth in Section 2a. shall apply to current Transit Information Operators and to their service, however it shall not apply retroactively. Pay of individuals in the current progression schedule on 7/1/11 will revert to the new progression pay status on the beginning day of the first pay period post 7/1/11.

**IV. DEPOT CLERKS, COMMUNICATIONS DISPATCHERS, OPERATIONS TRAINING INSTRUCTORS AND SCHEDULERS:**

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

**Shall receive a 3.00% increase effective July 1, 2016, a 3.00% increase effective July 1, 2017, a 3.00% increase effective July 1, 2018, a 2.00% increase effective July 1, 2019, and a 1.50% effective July 1, 2020 . Actual wages will be calculated and set forth prior to signing of the contract.**

<b><u>CLASSIFICATION</u></b>	<b><u>7/1/2016</u></b>	<b><u>7/1/2017</u></b>	<b><u>7/1/2018</u></b>	<b><u>7/1/2019</u></b>	<b><u>7/1/2020</u></b>
Depot Clerk	\$25.74	\$26.51	\$27.31	\$27.85	\$28.27
Communications Dispatcher	\$27.36	\$28.18	\$29.02	\$29.60	\$30.05
Operations Training Instructor	\$28.11	\$28.95	\$29.82	\$30.42	\$30.87
Scheduler	\$26.74	\$27.54	\$28.37	\$28.93	\$29.37

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

**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. Additionally, all operators will receive consecutive assigned days off.
- b.) All regular runs shall be as near eight (8) working hours as practicable, except that five percent (5%) of the total system runs may extend to nine (9) working hours. 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 25 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 Company.
- 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 company (actually worked) will go toward overtime.

**Hours going to OT calculation:** Report/Pre-Trip, Accident Report, Company Court, Roll Call, Safety or Company required Meetings, Accident Review Board, Working During Vacation, Drug Testing (other than pre-employment), **Trippers, Charters,** 8-hour Recognized Holiday Pay

Hours not going to OT calculation: Sick Leave, Jury Duty, Union Days, Funeral Leave, Vacation

## **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 Company to any employee of a minimum or maximum number of hours of work per day, per week or per year.

The Company'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 Company 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 Company 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 Company 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 his 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.

Communications Dispatchers (one employee) working from 10:00 p.m. to 6:00 a.m. shall receive night shift differential of fifteen cents (0.15) per hour, in addition to his/her wage rate.

There shall be three (3) Picks a year for Depot Clerks and Communications Dispatchers. 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 Company, 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 two (2) designated Union Representatives handling the bus pick and one (1) handling the rail pick. These Representatives will be assigned until the pick process is completed, and will be paid by the Company. 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. January Pick to be effective the first Sunday in January.
2. Summer Pick to be effective the Sunday before public schools switch to a half-day schedule; and
3. Winter Pick to be effective the Sunday before public schools open.

If the Company 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 Company, 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 his/her 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, he 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 an emergency 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 an emergency 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 he 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 emergency schedules, 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 Company 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, his run may for that reason become vacant and may be given out at the next general pick of runs; provided, the Division Superintendent 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 he shall then take his place in accordance with seniority.
  
- k.) The Company 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.

## 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 he/she 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 Company'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:
- Senior Transit Teller
  - Transit Teller
  - Operations Training Instructor
  - Checker
  - Scheduler
  - Depot Clerk
  - Communications Dispatcher
  - Senior Checker
  - Transit Information Operator
- 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 Company, 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 Company 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 Company for any reason.

## **ARTICLE 24 - 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 company'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 his duties in the new position, may be permitted to return to his former position with full seniority before the twelve (12) month period is ended, provided the Company doctor finds the operator to be disabled in the new position but not so disabled as to perform the duties of his former position.

## Section 2. Operators:

- a.) It is agreed that when additional operators are needed, before any additional operators are employed, bus operators and streetcar 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 bus operators and streetcar operators who desire to transfer shall have been qualified for the position for which additional operators are needed. That is to say, if the bus operators or streetcar 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 Company 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 bus operators and streetcar 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.) Bus operators and streetcar 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 bus operator or streetcar operator may pick (sign up) on a schedule to transfer to another station or to another position in which he is qualified to work, and remain on his regular run at the station from which he is transferring until the new schedule he picked on goes into effect; provided that in the event schedules are changed at the station where he is presently working before the pick goes into effect at the station to which he is transferred, he 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.) Bus operators and streetcar 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.) Bus operators and streetcar 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 bus operators and streetcar 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 bus operators and streetcar 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 bus operators and streetcar operators who sign the transfer sheet and qualify for selected positions shall transfer immediately upon notice from the Company 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 bus operators or streetcar 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 bus operator or streetcar operator shall be considered eligible to transfer from his respective position to one of the other positions unless, at the time the transfer is to be made, he is qualified for the position to which he is 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 bus operators or streetcar 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 bus operators and streetcar 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 Company 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 Company's expense before signing the transfer sheet, provided, the examination or findings shall not in any manner affect the employee in his 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 bus operators or streetcar 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 Company, but voluntarily on the part of the employee, the employee may train for any position of the Company, i.e., bus operator, streetcar operator or any other position of the Company, at the Company's expense, so that if manpower shortages develop the Company can request these operators to transfer temporarily from one position to another.
- n.) The Company 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 his seniority; this shall apply to bus operators and streetcar 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 Company, shall become a regular employee in said position.

Employees may transfer to other departments of the Company, on a trial basis, provided that there is an opening for a regular full-time job, but they 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 company determines that a surplus of manpower exists at a Station, the Company shall have the right to require transfers from such Station of such number of operators as in the opinion of the Company 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 Company 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 Transportation 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 Company's expense.

In case an operator is transferred from one position to another and fails to qualify, if he elected to make the transfer, he shall be returned to his former position at the Station from which he transferred and another operator transferred from the bottom of the seniority list by order of the Director of Transportation. In case an operator transferred by order of the Director of Transportation to a different position fails to qualify, then such operator shall be returned to his former position either at the Station to which he has been transferred or at his former Station, at the option of the Director of Transportation; (This shall apply only when such transfer is to be from bus to streetcar operator or from streetcar to bus operator.) If he is returned to his former Station, another operator shall be transferred in his place from the bottom of the seniority list at the order of the Director of Transportation.

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.

#### **ARTICLE 25 - 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 Drivers License (CDL) will be paid for by the Company provided the operator remains in the continuous employ of the Company for a period of six (6) months minimum.
- d.) Whenever “he”, “his” or “him” is used, that pronoun is to be interpreted as applying to both male and female employees.
- e.) 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.
- f.) Due to the nature of the Company'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 Company'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 Company equipment pending arrival of a relief operator;
  - 7.) It is understood the above movement shall not be in service.
- g.) Operators who drive charters to football games or other sporting or special events will be permitted to leave their bus once it has been properly secured to attend the event. Operators must leave the event no less than ten (10)

minutes of remaining time to properly prepare their bus for the return trip.

- h.) 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.
- i.) The Company and the Union recognize their responsibilities under Federal laws not to discriminate because of race, religion, creed, color, age, sex, national origin or disability.
- j.) The Company 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.
- k.) The probationary period for new employees shall be six (6) months from the date the employee completes training, and for all other classifications shall be six (6) months from the date of hire, during which the Company has the exclusive right to determine the fitness of new employees before they shall be considered regular employees. The Company may extend the six (6) month probationary period if it deems necessary due to time off from regular operator duties as a result of sick leave, worker's compensation, or accidents to make up actual six (6) months of bus or streetcar operation.
- l.) It is understood, however, that the probationary employee's seniority position shall be determined by his date of employment.
- m.) During the training and probationary periods, the retention or discharge of employees shall be at the sole discretion of the Company and the Company's decision to discharge shall not be subject to the grievance procedures herein.
- n.) Anonymous complaints shall not be entered on an operator's record, nor shall it result in discipline. An operator may be required to see his Manager of Station Operations with respect to such complaint.

- o.) 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.
- p.) Restroom facilities shall be provided on all lines wherever practicable.

**ARTICLE 26 - 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 immediate 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 Transdev 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 him to have more than two (2) off days, he 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 him to have fewer than two (2) off days, he 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 26, 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 Company'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 he has 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 he has 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 Company 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, 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 Manager of Station Operations 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 Manager of Station Operations 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 he 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 Company not later than October 1 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 27 - 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 he SERVES on ROLL CALL at the Base Rate per hour from the beginning of the ROLL CALL until he is 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, he will be paid at the regular rate for the time he is 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, he 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 28 - HEALTH AND WELFARE BENEFITS:**

### Section 1. Group Life Insurance:

- a.) Health and Welfare benefits shall be provided to full-time employees only. For purposes of Article 28, any reference to “employees” shall mean “full-time employees” only.
- b.) All employees subject to this Agreement who have been employed by the Company 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 Company, 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 Company.
- c.) The coverage offered to employees and family (defined as lawful spouse, children, domestic partner and children of domestic partner) under the Company-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 times 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 Company 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.

***The union has ratified this agreement but reserves the right to continue to resolve the retiree health issue with a third party (not Veolia) and , in the event the issue is resolved or not resolved , Veolia shall have no liability for such resolution. Based upon any resolution outside this CBA, the parties to this CBA will not be affected. This continued third party resolution may require the 401K Retiree supplement to be discontinued.***

To assist employees in obtaining health insurance during retirement, the Company will make the following contributions to the Company 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 Veolia on 9/1/2009 are eligible):

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 Veolia as of 9/1/09</u>	\$1,000/yr Company 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 Veolia as of 9/1/09</u>	\$5,000/yr Company 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 Veolia as of 9/1/09</u>	\$6,500/yr Company 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 Veolia as of 9/1/09</u>	\$8,000/yr Company 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 Company. 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 Company-offered health and welfare plans shall include medical, prescription, vision and dental care benefits.
- c.) To determine company and employee contribution levels toward any changes in the cost of insurance coverage during the term of the contract, the company contribution percentage of 70% and the employee contribution percentage of 30% shall be applied to any increases or decreases in the cost of insurance coverage under either the PPO or HDHP plans.
- d.) The Company shall evaluate the cost of the insurance coverages under the PPO and HDHP 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 Company retains the right to determine premium rates for the various coverages and to select the carriers of the insurance.

## **ARTICLE 28 A – SICK LEAVE**

### **SECTION 1 – OPERATORS:**

#### a. Operators Hired before July 1, 1991:

Effective July 1, 1991 all operators shall be credited with 12 days of sick leave. All employees shall start to accumulate sick leave July 1, 1991, to be used effective July 1, 1992. All operators will 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. In order to accrue sick leave, an operator must have worked a minimum of fifteen (15) days for the month.

#### b. Operators Hired On or After July 1, 1991:



New operators hired on or after July 1, 1991 shall accrue sick leave, as defined, but do not become eligible to use sick leave until completion of the probationary period. 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.

c. 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 Transdev 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 Company 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 his/her Division Superintendent, in writing, 120 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 one (1) year of service. Sick slips must be turned in to the Depot Clerk 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 his/her 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.

Employer 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  
AND TRANSIT INFORMATION 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. Sick leave will not accrue during unpaid leaves of absences, except for military leave as provided in Section 1 of Article 28B.

b.) Employees hired on or prior to the 15<sup>th</sup> 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 15<sup>th</sup> 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 within the first hour of work of the first day of sick leave to qualify for approved sick leave with pay, except that Depot Clerks and Communications Dispatchers shall give notice of intent to take sick leave not later than one (1) hour before the beginning of the first hour of work of the first day of sick leave. Depot Clerks shall give the required notice to the Manager of TKD or the Depot Clerks on duty. Communications Dispatchers shall give notice to the Senior Communications Dispatcher or the Communications Dispatcher on duty. 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 his/her immediate supervisor, a written physician's statement when the employee is absent due to a non-occupational sickness or injury for more than

three (3) consecutive working days. In the absence of this verification, the leave will be charged as leave without pay (LWOP). The Company 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.

### **SECTION 3 - TRANSIT INFORMATION OPERATORS:**

a.) Effective January 1, 2004, Transit Information Operators 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. Sick leave will not accrue during unpaid leaves of absences, except for military leave as provided in Section 1 of Article 28B.

b.) Transit Information Operators hired on or prior to the 15<sup>th</sup> 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 15<sup>th</sup> day of the month. All such new Transit Information Operators become eligible for sick leave after six (6) months of employment.

c.) Notice of intent to take sick leave must be given to the Transit Information Operator's supervisor within the first hour of work of the first day of sick leave to qualify for approved sick leave with pay. 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 Transit Information Operator incapable of performing the duties of the employee's position.
- b.) Requirement by the Transit Information Operator for dental or medical care which cannot reasonably be made during other standard working hours.
- c.) Illness in the Transit Information Operator's immediate family (spouse, children, or any other family member in the same household) requiring the full attention of the Transit Information Operator.

- d.) Immediately upon return to work, the Transit Information Operator shall furnish to his/her immediate supervisor, a written physician's statement when the Transit Information Operator is absent due to a non-occupational sickness or injury for more than three (3) consecutive working days. In the absence of this verification, the leave will be charged as leave without pay (LWOP). The Company 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 28 B – OTHER LEAVE:**

### Section 1: Military Leave:

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

### Section 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 his job classification at the time the leave is taken. Hours of leave, whether paid or unpaid, shall not be deemed hours of work for the purpose of computing overtime or other premium pay under this Agreement.

### Section 3: Union Business Leave:

- 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 Company 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 Company 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 90 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 90, 9 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:

Leave of absence without pay shall be granted by the Company 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 Company, 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 he would have as an employee of the Company.
- 5.) The employee shall participate in all health and welfare and retirement income programs sponsored by the Company as listed in Articles 28 and 30 of this Agreement. The Company will

continue to contribute the Company's share into the retirement income program for each employee on leave for the Union and the Union will contribute his/her share. The Company will also continue to contribute the Company's share into the health and welfare program and the employee will continue to contribute his/her share.

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

#### **ARTICLE 29 - PHYSICAL EXAMINATIONS:**

a.) All employees shall submit to a physical examination as often as deemed necessary by the Employer. The expense of such physical examination shall be borne by the Employer, and the examining physician shall be designated by the Employer. 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 Employer, any physical examination above provided for must reveal the physical or mental fitness of the employee involved to perform the duties for which he was 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 employer.

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

- 1.) He may employ a licensed physician of his own choosing and at his 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 Employer. A copy of the findings of the physician so chosen by the employee involved shall be furnished to the Employer, and in the event such findings verify the findings of the physician employed by the Employer, 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 Employer, the Employer 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 his findings to the two (2) physicians previously selected by the Employer 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 Employer 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 company requires re-training, the operator shall be paid at his/her regular rate of pay for all training.

**f. Drug and Alcohol Abuse:**

Notwithstanding any language which states or implies anything to the contrary, the Company and the Union have negotiated and agreed upon the provisions of the Substance Abuse/EAP Policy and Procedures for Full-Time Regular Employees ("Policy"). The parties further agree that any dispute over the interpretation or application of the Policy shall be subject to the provisions of Article 5 ("Grievance and Grievance Procedures") and Article 6 ("Arbitration and Arbitration Procedures") of this Agreement. The parties acknowledge that the Policy will be used company-wide by Transdev and that this is the sole reason for any express or implied language which states that it is a Transdev established policy.

**ARTICLE 30 -401K PLAN:**

All employees shall be eligible for a Company sponsored 401(k) defined contribution plan. The Company 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, formally Veolia on 9/1/2009 are eligible for a Nondiscretionary Company Contribution.



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

Employee Category	ATU Transdev Benefit
<p>New Hires as of 9/1/09</p>	<p><b>Effective 8/1/16:</b> 50% Company 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. <b>3 year vesting schedule.</b> 3% maximum Company Contribution. <b><u>Prior benefit effective 9/1/09 through 7/30/16:</u></b> 50% Company 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 Company Contribution.</p>
<p>TMSEL Active Employees as of 8/31/09, under age 40 as of 1/1/09</p>	<p>Effective 9/1/09, a 50% Company 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. 5% maximum Company Contribution.</p>
<p>TMSEL Active Employees as of 8/31/09, age 40 to 49 as of 1/1/09</p>	<p>Effective 9/1/09, a 12% Nondiscretionary Company 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 he/she chooses. 5 year vesting schedule. Prior service recognized for vesting purposes.</p>
<p>TMSEL Active Employees as of 8/31/09, age 50+ as of 1/1/09, with less than 20 years of service,</p>	<p>Effective 9/1/09, a 15% Nondiscretionary Company 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 he/she chooses. 5 year vesting schedule. Prior service recognized for vesting purposes.</p>
<p>TMSEL Active Employees as of 8/31/09, age 50+ as of 1/1/09, with 20 or more years of Service</p>	<p>Effective 9/1/09, an 18.5% Nondiscretionary Company 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 he/she chooses. 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 31 - HOLIDAYS:**

- a.) New Year's Day, Martin Luther King Jr.'s Birthday, Mardi Gras Day, Good Friday, 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 lay-off. Employees absent from work and receiving Workers Compensation benefits shall not be entitled to holiday pay.

On each such day, employees will be paid eight (8) hours at their regular rate without working, regardless of whether the holiday falls on a scheduled work day 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 of eight (8) hours, pay for all time worked.

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 eight (8) hours pay at straight time rate. 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 Years Day, Martin Luther King Jr.'s Birthday, Mardi Gras Day, Good Friday, July 4th, Labor Day,

Thanksgiving Day, the day after Thanksgiving, Christmas Day and New Years 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 his original or assigned work for the last scheduled work day prior to and the next scheduled work day 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 he receives and works an assignment of four (4) hours or more on the day that he missed.

An employee shall not be eligible for holiday pay when the holiday falls within a period during which he is 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 [not to exceed eight (8) 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 his 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 Manager of Station Operations, and all other classified employees' responsibility to check with their immediate supervisor, as to what day will be granted for his birthday holiday if another day is given. The day selected shall be at the sole discretion of the Manager of Station Operations 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 Manager of Station Operations 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 32 - 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 Company cannot be reconciled after review and decision by the appropriate operating director of the Company, 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 33 - 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 Company and the Union shall govern all relations between them and the employees covered by this Agreement and, together with the rights reserved in Article 35 shall be the sole source of all rights or claims which may be asserted pursuant to the grievance procedures or in arbitration hereunder, or otherwise.

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

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

**ARTICLE 34 - 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 35 - 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 Company'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 Company's operations, premises or equipment, the Company agrees that there shall be no lockout during the term of this Agreement or any extensions thereof.

**ARTICLE 36 - TERM OF CONTRACT:**

This contract shall be effective from July 1, 2016 to June 30, 2021, 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 37 - 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 38 – SAFETY/ATTENDANCE BONUS:**

Annually, starting November 1<sup>st</sup> through October 31<sup>st</sup>, preventable accidents and attendance occurrences will be tracked to determine annual bonus that would be paid during the month of December. Operators that have zero (0) preventable accidents during

the course of the year will receive a \$250 bonus. All other classifications will be judged on attendance. Any individual in another classification will need to have less than three (3) occurrences during the course of the year to receive the \$250 bonus. Employee must work 180 days during the year to be eligible.

**ARTICLE 39 – PART-TIME EMPLOYEES:**

This Agreement will allow for five (5) part-time bus operators, five (5) part-time streetcar operators, and two (2) part-time transit information operators. These employees will be able to be used as needed not to exceed 32 hours weekly on average. Full-time operators in one classification will have first option to an opening 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 40 – RATIFICATION BONUS**

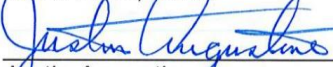
Ratification Bonus – Contingent upon Ratification, the employer will pay to each unit employee the sum of \$500.00. This bonus will apply to all ATU classifications.

**ARTICLE 41 – COMPLIANCE WITH LAWS**

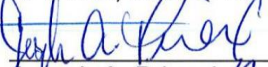
The Company shall comply with all local, state, and federal laws. In the event any part of the Agreement becomes null and void, the remaining portion shall remain in full force and effect.

Signed at New Orleans, Louisiana, the 30 day of September, 2016.

TRANSDEV TRANSPORTATION SERVICES, INC.

  
Justin Augustine  
Vice President, Transdev

AMALGAMATED TRANSIT UNION AFL-CIO, LOCAL DIVISION #1560

  
Joseph A. Prier, Jr.  
President