

**AGREEMENT BETWEEN**

**TRANSDEV TRANSPORTATION SERVICES**

**AND**

**AMALGAMATED TRANSIT UNION  
LOCAL DIVISION 1560**

**LIFT**

**EFFECTIVE JULY 1, 2016 – JUNE 30, 2021**

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

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

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 predetermine, 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 20; 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.

c.) The Collective Bargaining Agreement shall be automatically amended to comply with changes in applicable laws and regulations (e.g., FMLA, Drug and Alcohol Testing, Licensing, etc.) as well as judgments and orders and decrees rendered by courts of competent jurisdiction.

## **ARTICLE 2 - RECOGNITION:**

The Company hereby recognizes the Union as the exclusive bargaining agent for (1.) all Lift operators of paratransit buses and vans owned and operated by the Company through its "Lift" program; (2.) all full-time paratransit communications dispatchers, reservationist and routers employed by the Company, and excluding all office clerical and professional employees, guards, watchmen and supervisors as defined in the National Labor Relations Act, and all other employees for the purpose of collective bargaining with respect to wages, hours and conditions of employment and all other rights.

## **ARTICLE 3 - MEMBERSHIP:**

Lift Operators 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 Lift Operator 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 covered under this Agreement 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 the Treasurer of ATU Local 1560 for transmission to the Amalgamated Transit Union Committee on Political Education, (ATU-COPE), the amounts specified by each employee from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the ATU-COPE. These transmittals shall occur monthly and shall be accompanied by the 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 shall hold harmless and indemnify the Company against all costs 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 Credit Union payroll deductions under the following conditions:

- a.) For savings only;
- b.) Individual authorization cards to be made out by the employee; 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 are 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 immediate supervisor, as designated below, not later than five (5) days from the date of the occurrence that gave rise to the alleged grievance:

<u>Job Classification</u>	<u>Immediate Supervisor Purpose of First Step Grievance</u>
Lift Operators	Director of Paratransit, designee
Dispatchers	Director of Paratransit, designee
Reservationists	Director of Paratransit, designee
Router	Director of Paratransit, designee

Step 2: Written Appeal:

If within five (5) working days, no satisfactory settlement is reached between them, then within five (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:

1<sup>st</sup> 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.

2<sup>nd</sup> Step:

If the Company grievance is not settled in the 1<sup>st</sup> 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 (3<sup>rd</sup>) and impartial arbitrator. In the event the two (2) arbitrators shall fail for a period of five (5) days to agree on a third (3<sup>rd</sup>) 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 (3<sup>rd</sup>) and impartial arbitrator was selected within ninety (90) days after such death, resignation, or withdrawal. Any such successor of the third (3<sup>rd</sup>) 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 (3<sup>rd</sup>) 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 this 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 indentify 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 sets of uniforms. Uniforms will be issued as follows:

- Seven (7) Shirts
- Seven (7) Trousers – 5 Long and 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. Also, heavy outer garments will be allowed provided they are black, and 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. 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. 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).

- b.) Lift Operators are required to report each day in a proper and clean uniform. Lift Operators reporting not in a proper and clean uniform shall not be allowed to work. Lift Operators who are determined not to be in a 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".
- c.) Operator may wear company approved pull-over type polo style collared shirts on Saturdays and Sundays, as well as during the hotter times of the year on weekdays, specifically April 1- October 31.
- d.) All newly hired para-transit operators will receive rain-gear – including top/bottom rain suit and rain boots.

#### **ARTICLE 8 - 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 9 - JURY DUTY, POLICE SHOW-UP AND COURT APPEARANCES:**

##### **JURY DUTY**

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 at the Jury Duty 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 Assistant Director of Paratransit of the receipt of notice to report for jury duty, and employees serving on a jury shall notify the Assistant Director of Paratransit each day when released from jury service of their availability for work.

b.) Where the Company, in its sole discretion, determines that jury duty scheduled during off-duty time will interfere with the Lift Operator's ability to complete his/her assignments, the Company may excuse the Lift Operator 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 Lift Operator must serve during a regularly scheduled workday. Pay will only be provided for actual time spent by the Lift Operator in jury duty, and after completion of jury duty, the Lift Operator shall return immediately to his/her scheduled work.

### COURT APPEARANCES

a.) When any Lift 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 or tripper, or roll call assignments and paid at his/her rate for that day for actual time spent. Lift Operators will return and complete his/her assignments for that day when dismissed.

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

b.) Pay will only be provided for actual time spent by the Lift Operator in the activities described above as "court appearances", and after completion of these duties, the Lift Operator shall return to his/her assigned work.

c.) All Lift Operators 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 a Lift Operator is ordered to Show-up Room by police, he/she will be paid for actual time he is relieved from his work at regular pay.

b.) When a Lift Operator is ordered to Show-up Room by police after completion of a run or on his day off shall receive straight time pay for hours spent at Police Headquarters.

### **ARTICLE 10 - MISSING:**

1st and 2nd Miss	One (1) day penalty;
3rd, 4th, 5th, 6th, and 7th Miss	Two (2) day penalty;
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.

When a Lift Operator misses the original assignment, the Lift Operator may be given any assignment, regardless of route or time. If no work is available during the penalty period, the Lift Operator receives no pay.

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 11 – 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 12 - STANDBY/EXTRA BOARD LIFT OPERATOR ASSIGNMENT:**

The term "Standby Lift Operators" shall be defined as Lift Operators who do not have a regular assignment. Standby Lift Operators will be assigned work on a rotating basis as needed.

**ARTICLE 13 - PLATFORM INSTRUCTORS:**

Lift Operators shall receive the same instruction pay as fixed route operators.

An Operator selected to act as a platform instructor will be paid in addition to his/her regular rate of pay ONE DOLLAR AND 75/100 (\$1.75) per hour for the run. All instruction time totaling less than FOUR (4) hours shall pay FOUR DOLLARS AND 00/100 (\$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 DOLLAR AND 75/100 (\$1.75) per hour for all time worked in addition to the regular wage rate. This premium is subject to overtime pay.

**ARTICLE 14 - 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 a Lift Operator, this excused absence shall not be charged against the Lift Operator and shall be recorded as an uncharged absence.

#### **ARTICLE 15 - 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 Lift Operators by posting 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 lay-off" as defined by the WARN Act, and a copy of such notice shall be sent to the Union.

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

b.) When the regular force of Lift Operators laid-off are to be recalled, they shall be recalled in the reverse order in which they were laid-off. The Lift Operator occupying the highest pick slot of those laid-off shall be recalled first and so on in descending order. Lift Operators called back shall be in the same rate step as when they left.

c.) The Company will notify each Lift 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 Lift Operator to be recalled shall be given fifteen (15) days notice. A copy of such notice shall be given to the Union.

#### **ARTICLE 16 - FREE TRANSPORTATION FOR LIFT OPERATORS:**

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 Lift Operator must notify immediately his/her Supervisor of Paratransit, and all other employees must notify immediately, their immediate Supervisor. The 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 ID card is to be made.

e.) This ID 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 ID card/badge will be grounds for termination. The lending, loaning, transferring, or using another employee's ID 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 ID card must be returned to the Company.

**ARTICLE 17 - WAGES:**

**I. OPERATORS:**

**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.**

**Section 1.** Wage Rates During Training:

The rate of pay while in training will be at the minimum applicable wage as set forth in the current U.S. Wage and Hour Law.

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

Effective 7/01/16	\$19.33
Effective 7/01/17	\$19.91
Effective 7/01/18	\$20.51
Effective 7/01/19	\$20.92
Effective 7/01/20	\$21.23

**II. ALL OTHER CLASSIFICATIONS:**

**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>
Dispatcher	\$20.49	\$21.10	\$21.73	\$22.17	\$22.50
Dispatcher	\$20.01	\$20.61	\$21.23	\$21.66	\$21.98
Dispatcher	\$19.65	\$20.24	\$20.85	\$21.27	\$21.59
Router	\$18.76	\$19.32	\$19.90	\$20.30	\$20.60
Reservationist	\$16.74	\$17.24	\$17.76	\$18.11	\$18.38
Reservationist	\$16.09	\$16.57	\$17.07	\$17.41	\$17.67

All new hires shall receive starting pay, which equates to 90% of the lowest wage rate for the classification for which he/she were hired. Upon completion of one year, the employee will be paid at 100% of the lowest wage rate of the classification for which he/she was hired.

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

Section 3. Payment of Wages:

Payment of wages will be bi-weekly.

Section 4. 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.

Administrative employees that work a shift between 10:00 p.m. and 6:00 a.m. shall receive fifteen cents (0.15) above his/her regular hourly rate.

**ARTICLE 18 – WORKING HOURS:**

a.) Schedules shall be so arranged as to allow Lift Operators an average work week of approximately forty (40) hours on the basis of a five (5) day week and approximately eight (8) hours per day or a four (4) day week and approximately ten (10) hours per day. All hours worked over forty (40) hours in one week shall be paid at one and one-half times the wage rate provided in Article 17. The overtime practice currently in effect will continue – first in first out.

b.) All Lift Operators must report to work eight (8) minutes prior to pull out for preparation time. Lift Operators time related to 8 minutes of preparation time shall go towards the 40 hours overtime calculation.

c.) 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.

d.) It is recognized by the parties hereto that at the Company's discretion, operating schedules may be adapted to meet response demands and be changed as traffic conditions require.

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

f.) 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

#### **ARTICLE 19 – SENIORITY (LIFT OPERATOR PICK POSITION):**

a.) Lift Operators shall be entitled to select from the list of runs within the Lift Paratransit Service. Selection shall be in accordance with the length of time they shall have been employed in the position of Lift Operator. Such assignments will remain in force until the Company determines that schedules are to be changed or that a general pick will be held.

The Union will conduct the pick of assignments with one (1) designated union representative handling the pick. This representative 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 Clerk.

In case of future massive natural disaster, (ie. Hurricane Katrina) and only massive natural disasters, the (1) year re-employment term will be extended to three (3) years.

b.) Work Selection Process:

Effective July 1, 1994, Lift Operators shall be allowed a minimum of three (3) general picks per calendar year to be held in January and July as determined by the Company. Additional picks shall be held at the discretion of the Company.

c.) Dates and Times of Pick:

Dates and times of pick will be posted in advance by the Company, and the time period for each Lift Operator to pick will be indicated. In the event that a Lift 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 Lift Operators responsibility to leave a "pick slip" with (UNLIMITED) choices in order of preference with the Depot Clerk. If the Union Representative cannot accommodate the Lift Operator's choice, he will choose a run for the Lift Operator as close as possible to the run the Lift Operator holds at the time of the pick.

d.) Assignment of Run During Leave of Absence:

Lift Operator on leave of absence caused by sickness or otherwise for a period of sixty (60) days shall be declared inactive and remain so until able to return to duty at which time the Operator will go directly to the extra board until the next scheduled pick.

**ARTICLE 20 - TRANSFERRING:**

Effective October 1, 2001, where the Company determines that additional full time operators are required for fixed route bus and streetcar operation, position requests will be advertised to Lift Operators.

In the event that an inadequate number of Lift Operators elect to transfer, the Company will resort to outside recruitment to fill full time bus and streetcar operator vacancies. 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.

**ARTICLE 21 - MISCELLANEOUS:**

Section 1 - Operators License:

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.

Section 2. - Use of Pronouns:

Whenever "he", "his" or "him" is used, that pronoun is to be interpreted as applying to both male and female operators.

Section 3 - Discrimination in Employment Practices:

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.

Section 4 - Printing of Agreement:

The Company agrees to print and pay for enough contract agreements to furnish each employee with one copy within forty-five (45) days after signing of the Agreement.

### Section 5 - Probationary Period:

a) The probationary period for Lift Operator shall be six (6) months from the date the Lift Operator completes training, during which time the Company has the exclusive right to determine the fitness of new Lift Operators 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 Lift Operator duties as a result of sick leave, worker's compensation, modified duty, or accidents to make up six (6) months of actual bus or van operation.

b) The probationary Lift Operator's seniority shall commence on his date of employment with the Company.

c) During the trial and training period, the retention or discharge of probationary employees shall be at the sole discretion of the Company and the Company's decision to discharge shall not be subject to the grievance and arbitration procedures herein.

### Section 6 – Pay Rate Under Orders Pending Work:

In cases where work is anticipated and regular or standby/extra board Lift Operators are held under orders pending the development of such work, all Lift Operators held under such orders shall receive pay at the regular rate, and the hours will go towards the operator's calculation of overtime.

### Section 7 – Supervisory Employees:

a.) 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.

b.) 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 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, streetcar or lift van for purpose of relieving traffic congestion or for the safety of the passengers or the Company equipment pending arrival

- of a relief operator; or
- 7.) It is understood the above movement shall not be in service.

**Section 8. – Passenger Complaints:**

No passenger complaint shall be made a part of a Lift Operator's record unless he/she has been provided with the substance of the complaint.

**Section 9. – Time Off:**

Management shall have the right to determine whether or not Lift Operators may take time off regardless of whether "standby" Lift Operators are available and willing to work in their place.

**ARTICLE 22 - VACATIONS:**

- a.) All vacations shall begin on Monday and end on Sunday.
- b.) Any Lift Operator who wishes to change his/her vacation days may do so with the approval of Management.
- c.) Lift Operators shall receive vacation under the conditions set forth below:

Vacations for each calendar year will be picked during the previous fall schedule pick and will be based on the days worked in the immediately preceding year from January 1 to December 31.

Vacation entitlement shall be determined as follows:

In order to be entitled to a full vacation a Lift Operator must have worked two hundred (200) days during the immediately preceding January 1 to December 31 period. If the Lift Operator worked one hundred and seventy-five (175) to one hundred and ninety-nine (199) days, the Lift Operator will be entitled to two-third (2/3) the vacation. If the Lift Operator worked one hundred and fifty (150) to one hundred and seventy-four (174) days, the Lift Operator will be entitled to one-third (1/3) of the vacation. If the Lift Operator worked less than one hundred and fifty (150) days, he/she will not be entitled to any vacation. Workdays will be defined as days actually worked as a Lift Operator. Also included in the total days worked shall be days paid by VEOLIA for jury duty, union duty for executive officers but not more than sixty (60) days; days served in the armed forces of the United States.

Employees with two (2) years of continuous service shall receive two (2) weeks vacation effective January 1, 2000. Employees with seven (7) years of continuous service shall receive three (3) weeks vacation effective January 1, 2003. Employees with twelve (12) years of continuous service shall receive four (4) weeks vacation

effective July 1, 2010. Employees with 16-24 years of continuous service shall receive five (5) weeks vacation effective January 1, 2014.

d.) Vacation pay allowance for each Lift Operator shall be five (5) days for each vacation week computed at the straight time wage rate provided in Article 17. If a Lift Operator's work week changes during any vacation week causing him/her to have more than two (2) off days, he/she will be paid eight (8) hours at the regular straight time wage rate of each day necessary to make up the five (5) days. If a Lift Operator's work week changes during any vacation week causing him/her to have fewer than two (2) off days, he/she 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 pay allowance for each Lift Operator shall be computed on the basis of forty (40) hours at the regular rate for each vacation week.

f.) Vacations shall be selected in accordance with seniority pursuant to the selection procedure provided in Article 19.

g.) Vacations shall be picked independently of runs.

h.) Vacations shall be spread over an approximate period of twelve (12) months, beginning on the first Monday after January 1 and shall continue through the last Sunday in December. There will be no carry over vacation.

i.) Lift Operators who are sick during the period which they have picked for their vacations shall receive vacation pay as approved in this ARTICLE 22, 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.) Upon termination of employment, Lift Operators shall be paid for vacation time due. This payment shall be based on the number of days worked as provided in this Article 22.

k.) Swapping vacations shall not be allowed.

l.) It is agreed that Lift Operators who are doing Union work or acting in the capacity of schedulers, 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 as determined by the Company.

- m.) Vacations shall be selected annually prior to December 31st.
- n.) After selections have been completed, the vacation assignment sheets shall be posted in the Lift Dispatcher's office and remain there during the vacation period.
- o.) There will be no advance vacation pay.
- p.) Lift Operators on vacation on New Years Day, Martin L. King Jr.'s Birthday, Carnival Day (Mardi Gras), July Fourth, Labor Day, Thanksgiving Day or Christmas shall receive an additional days pay.
- q.) No Lift Operator picking, beyond the first two (2) picked weeks of vacation, will be permitted to select vacation days during the Carnival Season, commencing with the first day on which a Carnival parade is scheduled to be held in Orleans Parish.

## **ARTICLE 23 - 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 23, 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 coverage and pay their pro-rata share of the cost of such insurance coverage with such insurance carrier or carriers as shall be selected by the Company

c.) After 60 days of employment, employee will be entitled to life insurance in the amount of one times their annual base salary.

d.) 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.

- 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 standard plan cost.

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

### Section 3: Sick Leave:

- a.) Lift Operators Hired by the Company on or before November 11, 1993:

All Lift Operators will accumulate sick leave at the rate of 7/12 of one day per month (eight hours at straight time) per contract year for a total of seven days per year. In order to accrue sick leave, a Lift Operator must have worked a minimum of fifteen (15) days for the month.

- b.) Lift Operators Hired by the Company on or after November 11, 1993:

Lift Operators hired after November 11, 1993 shall accrue sick leave, as defined, but do not become eligible to use sick leave until completion of the probationary period. All Lift Operators will accumulate sick leave at the rate of 7/12 of one day per month (eight hours at straight time) per contract year for a total of seven (7) days per year. In order to accrue sick leave, a Lift Operator must have worked a minimum of fifteen (15) days for the month.

c.) Administration of Sick Leave Benefits:

Any unused portion of such seven (7) days per year shall accumulate to the credit of the Lift Operator, and there shall be no limit to the amount of such accumulation. Lift Operators who, for whatever reason, leave the employ of Transdev will not be paid for accumulated sick leave. Lift Operators shall receive payment for sick leave beginning with the first day if that is a scheduled work day, 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 Lift Operator 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 Lift Operator during his/her injury or illness, stating the nature of the illness or injury, the beginning and ending dates the Lift Operator was under medical care and the date when the physician considers the Lift Operator able to return to normal duty.

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.

Section 4: 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 5: 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 6: 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.

### 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 Lift Operator 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) Lift Operators 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 programs sponsored by the Company. The Company will 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 24 - PHYSICAL EXAMINATIONS:**

a.) All Lift Operators 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 (3<sup>rd</sup>) qualified, licensed and disinterested physician for the purpose of making a further physical examination of the employee involved. The third (3<sup>rd</sup>) physician shall make a further physical examination of the employee involved. The third (3<sup>rd</sup>) 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 (3<sup>rd</sup>) 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 employee returns to work from a long-term illness and the company requires re-training, the employee 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 of 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 25 - HOLIDAYS:**

a.) Sunday schedules will be worked on New Year's Day, July Fourth, New Year's Eve, Labor Day, Thanksgiving, Martin Luther King, Jr.'s Birthday and Christmas or on the days these holidays are observed unless conditions then existing make it necessary to work some other schedule; provided that, when New Year's Day, July Fourth or Christmas Day fall on Sunday, the following Monday will be the observed holiday. In all cases where Sunday schedules are worked on weekdays, it is understood that all employees who have selected Sunday as their workday shall be required to work on such days to which the Sunday schedule has been applied. Employees who would normally be off on the day a Sunday schedule is applied shall have priority over others when permission is granted to take off if the request to be off is made before 4:00 p.m. on the preceding day. Every reasonable effort will be made to grant requests to take off which have priority in accordance with the preceding sentence. No employee will be forced to work on a holiday which falls on any of their assigned days off.

b.1.) Recognized Holidays:

Recognized holidays shall include New Year's Day, Martin Luther King Jr.'s Birthday, Mardi Gras Day, Good Friday, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day and New Year's Eve. The day after Thanksgiving shall be an authorized holiday effective January 1, 2009.

b.2.) Eligibility:

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

The employee has been in the service of the Company for a period of one hundred-eighty (180) days on the date of the holiday, with the exception that the employees hired by the Company on or before November 11, 1993, shall be eligible for recognized holidays beginning with Thanksgiving Day 1993.

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.

b.3.) An employee who is assigned off, but may be requested to and who works on any recognized holiday shall be entitled to holiday pay for time worked, as well as holiday pay.

Holiday pay to eligible Lift Operators who are forced off work on the holiday shall be the number of hours (not to exceed eight (8) hours at the straight time rate that they would have been paid for their normal scheduled work on that day.

Holiday pay hours shall be included as "hours worked" in the calculation of weekly overtime.

c.3) 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.

**ARTICLE 26 - 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 employee'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;
- 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 work days for which he 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 25 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 27 - 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, 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 for employees without reservation.

**ARTICLE 28 - STRIKES AND LOCKOUTS:**

The Union shall not engage in, authorize, sanction or condone its members taking part in, nor shall any employee 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 29 - TERM OF CONTRACT:**

This Contract shall be effective 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 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
New Hires as of 9/1/09	<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>Prior benefit effective 9/1/09 through 7/30/16:</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. 5 year vesting schedule. 3% maximum Company Contribution.
TMSEL Active Employees as of 8/31/09, under age 40 as of 1/1/09	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.
TMSEL Active Employees as of 8/31/09, age 40 to 49 as of 1/1/09	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.
TMSEL Active Employees as of 8/31/09, age 50+ as of 1/1/09, with less than 20 years of service	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.
TMSEL Active Employees as of 8/31/09, age 50+ as of 1/1/09, with 20 or more years of Service	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.

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 – 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 32 – 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.

**ARTICLE 33 – SUCCESSOR AND ASSIGNS:**

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

**ARTICLE 34 – PART-TIME EMPLOYEES:**

This Agreement will allow for six (6) part-time transit 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 35 – 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 above stated period to be eligible.

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

TRANSDEV TRANSPORTATION  
SERVICES, INC.

AMALGAMATED TRANSIT UNION  
AFL-CIO, LOCAL DIVISION #1560

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Justin T. Augustine, III  
Vice President, Transdev

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Joseph A. Prier, Jr.  
President