

AGREEMENT

This Agreement made and entered into by and between the Capital Area Transit System, its successors or assigns, hereinafter called the "Agency", and Local Union 1546 of the Amalgamated Transit Union, hereinafter called the "Union".

WITNESSETH

That the parties hereto contract and agree as follows:

I. CERTAIN GENERAL PROVISIONS

Article 1

Recognition, Management, Employee Cooperation

Section 1. The Agency recognizes the right of its employees to bargain collectively through representatives of their own choice and recognizes the Union as the exclusive bargaining representative of all of its employees covered by this Agreement. Jurisdiction of the Union and the appropriate collective bargaining unit (hereinafter the "CBU") is defined as embracing all operators, maintenance employees (as further described in Article 30, Section 1 herein) and one (1) customer service representative "grandfathered" into the CBU by this agreement (as further described in Article 25, Section 6.) This agreement does not include employees within the above mentioned departments that function in supervisory or administrative positions, including, but not limited to, managers, shop foreman, shop leadermen, shift supervisors, dispatchers, analysts, and street supervisors. Collective bargaining is defined as embracing rates of pay, wages, hours, and working condition of employment.

Any new position(s) created that may come within the scope of the bargaining unit will be negotiated between the Agency and the Union at least thirty (30) days before the start of the new classifications. The wage rate and other conditions of employment will also be negotiated.

Section 2. Where the term "employee" is used in this Agreement, it shall mean an employee coming within the scope of this Agreement.

Section 3. The Agency will continue to exercise the exclusive right to set its policies; to manage its business in the light of experience, good business judgment, and changing conditions; to determine the qualifications for its employees, and to select its managerial and supervisory forces; to determine the number of employees it will retain in its service at any time, and to make rules and regulations governing the operation of its business and the conduct of its employees, subject to the terms of this Agreement.

However, for the purpose of preserving work and job opportunities for the employees covered by this Agreement, the employer agrees that no work or services of the kind,

nature, or type covered by or performed by the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other vendor, person, corporation, or non-unit employee when there is a loss of bargaining unit jobs as a direct result of such action, except that this provision shall not apply to action which is reasonably necessary to satisfy FTA privatization requirements. The Agency shall provide written notification to the Union as soon as possible of any alleged requirement describing fully the applicable requirement and in what respect the contract is in violation thereof. The Agency and Union shall meet as soon as possible to discuss the allegedly required violation of this section and what action, if any, may be necessary. No action shall be taken by the Agency until the Agency and Union have met to discuss the alleged requirement in violation of this section.

Section 4. Employees shall work at all times to the best interest of the Agency; they shall perform efficient service in their work; they shall operate and handle the Agency's vehicles carefully and with the utmost regard to the safety of the passengers, the general public, and the equipment they use; they shall operate and handle the Agency's vehicles at all times in full compliance with the rules of the Agency, city and parish ordinances, state, and Federal laws; and they shall give the riding public courteous and respectful treatment at all times, so that the Agency's service may improve and grow. No employee shall accept employment with another employer that would interfere with his employment with the Agency nor accept employment competitive to the Agency.

Section 5. The Union Representative shall be allowed to address new employees while they are in orientation.

Section 6. Any Union request for Agency information will made in writing to the Director of Human Resources, including but not limited to, Union dues deductions, Union membership activity, etc.

Article 2

Negotiations

Section 1. It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of the Agency and the regularly elected Officers of the Union or duly accredited committee thereof. It is mutually agreed that Officers of the Union or duly accredited committee thereof shall be composed of employees engaged in the employment of the Agency Nothing contained herein shall bar an international representative of the Amalgamated Transit Union from representing the Union.

Section 2. The Union agrees to furnish the Agency with an up-to-date list of all of its officers and committee members, and to notify the Agency immediately of any and all changes thereto. The Agency shall notify the Union of all its supervisory employees and shall furnish the Union an up-to-date list of all supervisory employees and their respective titles with the Agency.

Article 3

Probationary Period

Section 1. The grave responsibilities imposed upon the Agency as a passenger carrier necessitate the employment of persons who are fit to perform the services for which they are employed. To that end, all new employees coming within the scope of this Agreement shall be on probation for a period of ninety (90) calendar days from the first (1st) day of employment as set forth in section 2 of this article 3.

Such probationary period shall constitute a trial period during which the Agency shall judge the ability, reliability, competency, fitness and other qualifications of new employees to do the work for which they are employed. The Agency may discharge them for any cause at any time and its right to do so shall not be questioned. After the ninety (90) calendar day probation period, the new employee shall be eligible for insurance benefits on the first (1st) day of the month following the completion of the probationary period.

Section 2. The date of employment of a bargaining unit member shall be the hour and day he/she first reports to an assigned station ready for duty upon completion of their training period.

Article 4

Discipline

Section 1. The right to discipline belongs to and remains with the Agency. No employee shall be disciplined except for just cause. If the discipline is not sustained, the employee's record shall be cleared and the employee shall be paid for any uncompensated lost wages.

The Agency will notify an employee of the charge and disciplinary action to be taken within 10 working days after the offense has been brought to the attention of the supervisory staff. Employees covered by this agreement shall have the right to be heard in accordance with the grievance procedure as described in Article 5.

Discipline, which involves suspension or discharge, shall begin with the next scheduled workday of the employee following receipt of the Agency 's notice to discipline. This provision does not apply to situations that result in an immediate investigatory suspension (e.g., removal from service based on fitness for duty or insubordination).

Complaints, telephone calls, or statements from the public assigned to an employee's personnel file shall be communicated to the employee and any statement from the employee shall be attached to such complaints, telephone calls or statements.

Section 2. Saturdays, Sundays, holidays, and excused time off shall not be included in the time limit.

Section 3. The Agency will not deny the request of any bargaining unit member for representation at an investigatory interview, which the employee reasonably believes might result in disciplinary action. It is understood that employee's demand for representation may not unreasonably delay an investigatory interview. In the event Union representation is not readily available, the interview will cease until Union representation can be made available, or the Agency shall proceed with the discipline, or the issue will be dropped.

Copies of all discipline will be delivered, mailed, faxed and/or emailed to the charged employee and Local Union 1546, unless the employee requests, in writing, that the matter be treated as confidential.

The employee, with twenty-four (24) hour notice, will be provided copies of all discipline and commendations that are placed in the employee's personnel file.

The Agency, with twenty-four (24) hour notice, shall permit an employee, or the employee's Union representative with the employee's written permission, to review the employee's personnel file, which will be scheduled during regular weekday business office hours. Copies will be provided to the Union as necessary in the course of grievance handling.

Section 4. Major infractions of the Agency 's rules may subject the employee to suspension or discharge. However, mitigating circumstances, and other relevant facts will be considered in determining to apply progressive discipline such as coaching, counseling and/or written warnings instead of suspension or discharge when appropriate. Major rule infractions include the following:

- The use of intoxicants or the odor of intoxicants, the use or possession of narcotics or drugs and failure to submit to a chemical test immediately
- Insubordination
- Failure to comply with rules established pursuant to the Americans with Disabilities Act (ADA)
- Falsification of reports such as sick and accident reports and employment applications
- Verbal threats or physical harm to a member of the public or to a CATS employee who is carrying out his/her duties
- Unauthorized use of electronic devices
- Gross misconduct. The parties understand that actions such as theft, sabotage, bullying, violence, sexual harassment, possession of firearms, and arson constitute gross misconduct.
- Railroad crossing violations
- Theft of passenger fares
- Running five (5) minutes or more ahead of schedule not due to improper scheduled running time
- Intentionally operating off route without authorization
- Running a red traffic signal (when found valid after video review)
- Leaving bus in gear at improper times
- Failure to properly use safety equipment (i.e. seatbelts, on-vehicle emergency equipment)

- Passing up passengers (when found valid after video review)
- Failure to perform pre-departure inspection/safety check

Section 5. The major infractions in Section 4 above will subject employees to the following discipline for repeated violations of the same type:

- First Violation in a floating six (6) month period: Counseling/training.
- Second Violation in a floating six (6) month period: Counseling and written warning.
- Third Violation in a floating six (6) month period or a second violation within six (6) months of receiving a written warning: One (1) day suspension.
- Fourth Violation in a floating six (6) month period or another violation within six (6) months of receiving a one (1) day suspension: Subject to discipline up to and including termination.

However, the Agency retains the responsibility and right in severe situations to subject employees with a major infraction of a serious nature to disciplinary action up to and including termination.

In all instances, the employee must be personally contacted as soon as possible by the person citing the major infraction. In dealing with the above discipline schedule, the Agency may, if he/she so desires, lessen the discipline.

Section 6. A system of extended counseling and/or coaching to correct behavior and progressive discipline will apply for other infractions of CATS' rules, which are referred to as "minor rule" violations in this Section. Minor rule infractions include the following:

- Running ahead of schedule (less than five (5) minutes)
- Exchange of work assignments, shifts, or days off without prior approval
- Unauthorized posting, removal, or distribution of notices or literature on CATS property
- Violation of posted speed limits while operating any CATS vehicle
- Failure to comply with established dress code or reporting for duty without proper uniform
- Smoking in prohibited places including, but not limited to, any CATS vehicle and CATS property
- Failure to have CATS employee identification, CDL driver's license, and medical card in possession while on duty as required
- Negligence (failure to exercise reasonable care and/or failure to observe prescribed policies, procedures, notices, work methods or systems)
- Willful interference with work and/or service operation

The minor infractions in this Section 5 will subject employees to the following discipline for repeated violations of the same type:

- Step 1 – Under this system the first (1st) violation of a rule not covered by Section 4 will result in a verbal counseling that will not be recorded on the employee's personnel record.

- Step 2 – The second (2nd) violation of a minor rule, within a six (6) month floating period, will result in counseling and a written warning. His/her record will be thoroughly reviewed in an attempt to avoid further discipline.
- Step 3 – The third (3rd) violation of a minor rule of a minor rule in a floating six (6) month period will result in a one (1) day suspension.
- Step 4 – The fourth (4th) violation of a minor rule in a floating six (6) month period will result in a three (3) day suspension.
- Step 5 – The fifth (5th) violation in a floating six (6) month period or another violation within six (6) months of receiving the discipline for Step 4 shall subject an employee to disciplinary action with discipline up to and including termination.

Any violation that includes more than one violation shall be treated as a singular violation for purposes of discipline.

In case of reinstatement following dismissal for cause, the employee's record will be resumed as it stood at the time of dismissal. A person re-employed will begin with a clear record.

Discipline assessed under this Section will be subject to the hearing and appeals procedures of Section 5.

Section 7. Employee attendance at work must be acceptable. Failure to maintain an acceptable attendance record will subject the employee to suspension or discharge.

Certain absences indicated as follows will be excluded from the application of this rule: 1) jury duty; 2) military leave; 3) court appearances under subpoena; 4) medical appointments upon at least forty-eight (48) hours' notice and subsequent proof of such visits; 5) bereavement leave; 6) day of admission of an immediate family member to a hospital; 7) removal from service by the Agency's doctor; 8) occupational injury or illness; 9) hurricane, fire or flood if the employee is personally affected; 10) absences authorized by the Department Director, which he/she deems as having sufficient merit and 11) absences covered under the Family Care and Medical Leave Act.

DEFINITIONS

(a) Instance of Absence - An absence period of one (1) or more consecutive days or a portion of a day greater than one (1) hour.

(b) Excessive Absenteeism – Two (2) or more instances of absence within a floating six (6) month period.

Progressive Discipline Schedule: a) a second (2nd) absence shall result in counseling of the employee; b) a third (3rd) absence shall subject the employee to a suspension of up to three (3) days; c) a fourth (4th) absence shall subject the employee to discipline up to and including termination. An employee who is charged with a missed assignment will be charged with a missed assignment and not an absence for that day.

(c) Counting of Instances - Once an instance of absence has occurred, any period of six (6) months without an absence will remove one (1) instance of absence from the employee's count.

Absences from work due to occupational illness or injury, reduction in force, suspensions, personal leave of absence, off with permission, or other excused absences will be deducted in calculating the six (6) month period.

Section 8. Employees must report for their assignments at the scheduled time or they will be charged with a “missed assignment” unless they notify the Department Director of their inability to report on time due to an emergency not less than sixty (60) minutes prior to their scheduled report time. When an employee is prevented from reporting on time due to an emergency, and presents acceptable proof of said emergency, the Department Director will waive the charge of a missed assignment on the employee's record.

(a) Rules for Bus Operators:

- A. Regular bus operators: Failure of any regular bus operator to report at his/her designated report time shall be charged with a “missed assignment” and shall lose his or her assigned duty and shall be placed at the bottom of the extra board list for that day.
- B. Extra board bus operators: Failure of any extra board operator to report to the dispatcher at his/her designated report time shall be charge with a “missed assignment”. Extra board operators having a missed assignment shall go to the bottom of the extra board list for that day.

Discipline for a missed assignment shall be assessed in the following manner:

- A. 1st Instance - Caution
- B. 2nd Instance - Counsel with training and assessment
- C. 3rd Instance - Two-Days' Suspension
- D. 4th Instance - Three-Days' Suspension
- E. 5th Instance - Subject to discipline up to and including termination.

Any period of ninety (90) days between missed assignments will automatically remove one (1) instance of missed assignments from the employee's record, However, during the aforementioned period, employees will not be allowed credit for absences from work occasioned by illness or injury, reduction in force or personal leave of absence.

The aforementioned schedule is not a license to missed assignments and in no way condones missed assignments. Operators who miss assignments and are given a subsequent report time will be subject to the same provisions on the new report time. Failure to report within eight (8) hours in person following the new report time will result in an additional charge of Absent Without Permission (AWOP).

Section 9. Employees absent without permission (AWOP) will be subject to the following discipline:

- A. 1st Occasion – One (1) Day Suspension
- B. 2nd Occasion within 12 months – Two (2) Day Suspension

- C. 3rd Occasion within 12 months - Subject to discipline up to and including termination.

Section 10. Operators must operate CATS vehicles in a safe manner and take all steps to avoid accidents. The following steps will be followed for three (3) preventable accidents within a floating eighteen (18) month period:

- First Preventable Accident – Written Warning and will require training consisting of Defensive Driving Class. The operator will be guaranteed their paid work time.
- Second Preventable Accident – Three (3) Day Suspension and will require one-on-one training. The operator will be paid eight (8) hours.
- Third Preventable Accident – Will be subject to the provisions of Section 1 of this article.

Any severe preventable accident will subject the employee to the provisions of Section 1 of this article.

For the purpose of discipline, an accident clears eighteen (18) months from the date of the event.

Entries on an employee's record for preventable accidents of eighteen (18) months standing or more will not be considered in disciplinary or discharge cases.

The following events that do not result in personal injury or extensive property damage and are reasonably beyond the control of the operator will be recorded and evaluated separately from other accidents and collisions under the terms of this Article:

- Flat tires
- Mirror damage or incidents caused by overgrown and windblown trees
- Sideswipes-other vehicle passing CATS vehicle (including left side mirrors)
- Other vehicle hit CATS vehicle (including drifting back or backing)
- Other vehicle involved with bus standing in zone
- Other vehicle involved with bus standing in zone (sideswipe)

Article 5

Grievances and Grievance Procedure

Section 1. A grievance is defined to be:

- A. Any controversy between the Agency and the Union as to any matter involving the interpretation or application of the terms of employment as herein set forth.
- B. Any controversy between the Agency and the Union as to whether or not any employee suspended or discharged was so disciplined for cause.

Section 2. It is mutually agreed that any grievance shall be settled according to the grievance and arbitration procedures herein contained.

Section 3. Initiation of Disciplinary Action:

- A. Within five (5) days of receipt of the written charges, not to include the day of receipt, the employee or Union can, in writing, request an informal hearing with the Agency, which shall be conducted at a mutually agreeable date and time within ten (10) days of receipt of the written request by the Agency, not to include the day of receipt. The employee has the right to be represented at their informal hearing by the Union, if the employee requested. If the employee does not request representation, (s)he is required to sign a waiver.
- B. At the informal hearing, the Agency shall have the burden of proving all charges. The employee or Union shall have the right to question all witnesses and introduce evidence to rebut the charges. The Agency will make a good faith effort to produce witnesses as long as their appearance does not impact service to our customers. If so requested, an employee will be entitled to representation by a Union representative who is an officer of the local Union to assist him/her in the defense of the charges. No one outside the Agency may appear at the informal hearing unless called as a witness.
- C. Within five (5) days of this informal hearing, not including the day the informal hearing is concluded, the Agency will provide notice of the Final Decision wherein it shall affirm, modify, or rescind the disciplinary action. If the Final Decision is to affirm or modify, the Agency shall express written reasons in support of the decision. The Final Decision will be given to the party requesting the informal hearing by hand-delivered letter, email, or certified mail. If certified mail is used, the postmark will be used to determine the meeting of the time limit.

Section 4. In the event an employee or the Union is dissatisfied with the outcome of the Section 3 process concerning disciplinary action or is aggrieved for any reason, the following procedures shall be observed:

- Within five (5) days of receipt of the Agency's Final Decision on a disciplinary action, not to include the day of receipt, or within five (5) days after the action or incident giving rise to a grievance, not to include the day of the action or incident, the employee or Union may file a grievance in writing with their respective departmental management member, setting forth in detail the substance of the grievance.

The Agency will respond in writing to the grievance within five (5) days of its receipt, not to include the day of receipt.

- Should the Agency's written response be unsatisfactory to the Union, the Union may within thirty (30) days from the date of receipt of the Agency's written response demand that the issue be submitted to arbitration in compliance with Article 6 hereinafter, not to include the day of receipt.

Section 5. The parties are encouraged to meet and discuss freely all grievances with a view of settling all controversies without resorting to arbitration. Nothing in this

Agreement shall prevent the proper representatives of either party from discussing any and all matters pertaining to grievances prior to their reduction to written form.

Section 6. The time limits set forth in this Article shall exclude Saturdays, Sundays, legal holidays, and excused time off. Furthermore, the time limits contained in this Article shall be binding on all parties and either party failing to comply with the time limits set forth herein shall automatically forfeit its case, unless an extension of such time limits has been agreed to, in writing, by the parties. Concerning disciplinary actions, if the employee or Union does not meet the time limitations, the disciplinary action shall be imposed, while if the Agency does not meet the time limitations, the proposed disciplinary action will be rescinded and the alleged misconduct cannot be revived for further disciplinary action.

Article 6

Arbitration and Arbitration Procedure

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

At any time after the written demand for arbitration is made, either party may in writing notify the other (1) of its appointment of one person to serve as its member on a three-member board of arbitration, (2) of its demand upon the other to name the other's arbitrator on the three-member panel, and (3) to join with the demanding party in making a written request to the Federal Mediation and Conciliation Service (FMCS) for a list of at least five (5) prospective arbitrators from which the third arbitrator shall be chosen. If the other party does not sign the request to the FMCS for a list of prospective arbitrators within five (5) days, the requesting party shall be entitled to make a unilateral request to such agency. Should a demand for arbitration be made, a request must be made to the FMCS electronically for a list of at least five (5) prospective arbitrators within thirty (30) days of the demand for arbitration and must, at the same time, provide the other party with a copy. Upon a written request by either party made within this thirty (30) day period, a sixty (60) day extension shall be granted.

Section 2. Upon receipt of the list of prospective neutral arbitrators from the FMCS, either party shall be entitled to send written notice to the other requiring that the other reply in writing within five (5) days as to (1) the identity of the arbitrator it names to the three-member panel, if it has not already so identified its arbitrator, and (2) the times within the next ten (10) days, when it would be available to meet in person or by telephone with the requesting party to strike names and select the third and neutral arbitrator from the agency list. If the party upon whom the request was made does not respond in writing within the five (5) day period, or does not list a time at which it can meet within the following ten (10) day period, or does not appear at an agreed-upon meeting time, then the other party shall be deemed to have prevailed in the grievance.

Section 3. At the meeting the parties shall determine by lot who shall strike first, and each shall then alternately strike one name from the list until only one name remains, which person shall be the third and impartial arbitrator.

Section 4. If a party and its arbitrator are unable or unwilling to participate in an arbitration hearing or fail to be present at such a hearing at a time within ninety (90) days from the selection of the third and neutral arbitrator, at which time the other party, its arbitrator and the neutral arbitrator have stated their willingness to attend, then the first party shall forfeit its case. Such forfeiture shall not apply, however, unless the neutral arbitrator, the other party, and the other party's arbitrator are willing and able to participate in a hearing to begin at any time (including weekends) in three separate weeks during the ninety day period.

Section 5. If one of the arbitrators named by the parties hereto dies, resigns, or for any other reason is unable to act, the party appointing him/her shall name his/her successor within five (5) days after such death, resignation or withdrawal. If 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 and impartial arbitrator was selected. Any such successor arbitrator shall act with the same power and authority as though originally appointed.

Section 6. The Board of Arbitration shall meet and organize in the City of Baton Rouge, Louisiana, at such time as may be mutually agreed upon between the parties involved and shall thereafter continue to meet on every day that is practical for them to meet until all of the evidence and arguments have been received and heard. The Board of Arbitration shall establish its own rules of procedure not inconsistent with the terms of this Agreement, and all arbitration proceedings hereunder shall be conducted in the City of Baton Rouge, Louisiana. The Board of Arbitration shall have no power to alter, amend, or change the terms of this Agreement.

Section 7. The decision by a majority of the Board of Arbitration shall become final and binding on the parties to this Agreement when delivered to them in writing. Any minority member of the Board of Arbitration shall have the right to indicate his/her dissent to all or to any part of any decision that may be handed down.

Section 8. The parties hereto shall each pay the fees and expenses of the arbitrator of its own selection. The fees and expenses of the third and impartial arbitrator, as well as other joint expenses that are incidental to the arbitration, shall be borne equally by the parties. However, the cost of transcribing a record of the proceedings, if desired, shall be borne by the party requesting it. No other party shall receive a copy of the transcribed record unless that party agrees to pay one-half (1/2%) of the total cost of the recording and transcribing of the record.

Section 9. An award to an employee who is found to have been wrongfully suspended or discharged shall never exceed the employee's loss of earnings, which shall be determined by deducting any wages or compensation received by the employee from another employer or from self-employment during the period he was out of service due to

his/hers suspension or discharge from what (s)he would have earned had (s)he not been suspended or discharged.

Section 10. The hearing conducted by the Board shall be open, within reasonable and manageable numbers, to the parties, their representatives, to local Union 1546 members and to persons affiliated with the Agency. Either party shall be entitled to separation of witnesses upon request to the Board of Arbitration at the beginning of the hearing.

Section 11. The time limits set forth in this Article shall exclude Saturdays, Sundays and holidays. Further, the time limits contained in this Article shall be binding on all parties and either party failing to comply with the time limits set forth herein shall automatically forfeit its case, unless an extension of such time limits has been agreed to, in writing, by the parties.

Article 7

Deduction of Union Membership Dues

Section 1. The Agency agrees to deduct, on any designated regular payday of each month, from the pay of the Union members the regular Union monthly membership dues and to remit the same to the Union's treasurer, provided such members authorize and request the Agency, in writing, to make such deductions. Whenever the Union indicates that the amount of membership dues has been changed, a letter by the treasurer shall be given to the Agency certifying that the change in membership dues has been brought about in accordance with the constitution and by-laws of the Union, and that such change has been approved by the International Office of the Amalgamated Transit Union. In addition, the Agency shall deduct the necessary assessment from each Union member's pay check upon request by the Union's treasurer. However, the Agency shall not be obligated to honor more than two (2) requests per year.

Section 2. The Agency shall not be held responsible to the Union for the membership dues of any employee who, in writing, cancels his/her written authorization to the Agency in accordance with the terms of such authorization.

Section 3. The Agency shall not interfere with the internal order of discipline of the Union nor shall it be required to assist it in any way in carrying out the rules and regulations that the Union imposes upon its members.

Section 4. The Agency agrees to make deductions from the paychecks of employees who authorize, in writing, a deduction for the Union ATU (COPE) program.

Article 8

Leaves of Absence

Section 1. Upon written application to the employee's respective departmental Director, one (1) leave of absence without pay for non-illness related matters, and for

reasons satisfactory to the Agency, may be granted for a period not to exceed thirty (30) days, provided the service of the employee will not be required during such period and there are employees available capable of doing his/her work. No further leaves of absence other than the one (1) thirty (30) day leave of absence will be granted. Leaves of absence due to illness will be considered within the provisions of Article 8, Section 8. No leave of absence will be granted to an employee for the purpose of accepting other employment. Applicants for leaves of absence will be notified of a decision by management within a reasonable length of time, which decision shall be entered on a non-discriminatory basis.

Section 2. The officers of the Union shall be granted time off to process grievances, attend disciplinary hearings, and conduct other Union business upon request by the Union President. The officers' time off will be without pay and without loss of seniority and other rights and shall be with reasonable notice to the Agency of a minimum of five (5) business days in writing to the respective employees' department head. Only the Union President will be granted leave with a minimum of thirty-six (36) hours written notice to his/her department head. Both parties agree that unforeseen circumstances, such as natural disasters or emergencies, as requested or declared by Federal, State, or Local officials, may cause the Agency to rescind permission for time off. In the event Union officers should attend out of town seminars, conventions, conferences, etc., the Agency shall be responsible for one-half (1/2) of the scheduled workday not to exceed ten (10) full days.

Section 3. The officers and members of the Union committee shall be granted short leaves of absence, without pay, for the purpose of negotiating a new labor agreement, when they so request, without loss of seniority or other rights, provided such leaves of absence are limited to the time when labor negotiations are being held.

Section 4. In case of extended leaves of absence of full time officers of the Union, such leaves up to three (3) years shall be granted by the Agency, without pay and without loss of seniority, upon receipt of written request from the secretary of the Union.

Section 5. When an employee is granted a leave of absence, (s)he will continue to accrue all types of seniority during the effective period thereof.

Section 6. Failure to report for work upon the expiration of a leave of absence without being excused by the Agency shall constitute a cause for dismissal from employment.

Section 7. Any employee who fails to report to work for any reason, and is absent from his/her regular duties for a period longer than one-half (1/2) their scheduled shift without reporting his/her reason for not being able to report to work, either in person, by telephone, or through the efforts of a second party, shall be considered absent without leave ("AWOL") and subject to discipline, unless the employee can furnish written proof of reasons for being unable to comply with this provision.

Section 8. An employee who, because of illness or disability, is physically unable to report for work may be granted one (1) leave of absence, provided (s)he promptly notifies the Agency of the necessity therefor; provided further that (s)he supplies the Agency with a certification from a medical doctor of the necessity for the leave of absence and the

continuation thereof when the same is requested by the Agency. The length of such leave of absence shall not exceed the length of time set forth by the medical doctor less the FMLA leave, vacation, and sick leave available to the employee. Furthermore, under no circumstances shall the leave of absence exceed a total of one (1) year. However, an additional and reasonable amount of time not to exceed two (2) weeks may be provided by the Agency if required for paperwork required to return to work. Only one and no further leaves of absence will be granted for illness or disability.

The Agency will attempt to assign employees who are unable to report for the regularly assigned work to other assignments for the duration of the disability, provided in its judgment such work is available.

Notwithstanding anything to the contrary in the Agreement, all employees are entitled to all rights granted to them by the Family and Medical Leave Act ("FMLA").

Section 9. The time spent on Union business by the respective officers will be credited towards the forty (40) hour work week in calculating eligibility for overtime.

Article 9 Physical Examinations

Section 1. The Agency may require any of its employees to submit to a physical examination by a physician selected by the Agency and the cost of such examination shall be paid by the Agency. The examination must reveal the physical and mental fitness of the employees to perform his/her duties. Copies of this examination shall be given to the employee involved.

Should the employee disagree with the results of the examination (s)he shall notify the Agency within five (5) days of receipt of the results of the examination by the employee and proceed to have an examination performed by a physician of his/her selection. The cost of this examination shall be borne by the employee.

Should the employee's physician disagree with the Agency's physician as to the results of the examination, the two physicians shall select a third impartial physician who shall perform an examination. The results of a majority of the three (3) physicians shall be final and binding. The cost of the third examination shall be shared equally by the Agency and the Union.

Employees removed from service because of an alleged disability when in fact no such disability existed shall be made whole by the Agency for all time lost as a result of such removal from service.

The provisions of this section shall not affect the rights and responsibilities of either party under the workers' compensation law.

Article 10

Accident Reports and Accident Prevention

Section 1. The Union agrees to encourage and promote the advancement of skill and efficiency among its members so that they will perform efficient service in their work and so that they will operate their vehicles carefully with the utmost regard for the safety and convenience of their passengers. The Union also recognizes that accident prevention work is necessarily incidental to the operation of the Agency's transportation system and that safety programs, safety meetings, and general accident prevention work is essential and mutually beneficial both to the Agency and to its employees. The Union, therefore, agrees that it will encourage its members to cooperate with the Agency in safety programs, the wearing of safety equipment and vests as prescribed by Agency policies, general accident prevention work, and will urge them to attend any and all safety meetings held and conducted by or for the Agency and to take an active part and to show interest in accident prevention work.

Section 2. Each accident, or unusual incident, however slight, whether occurring in or near a bus or other Agency vehicles, and all disturbances, or ejections, shall be reported promptly by the employee in charge of the vehicle to the Agency representative. Failure to report an accident shall be grounds for dismissal. The employee shall make a full and complete written report of the accident or incident on forms provided by the Agency on the day of such accident, or incident, if possible, and if not, the report must be made prior to 11:00 A.M. the day following the accident or incident. The Agency agrees that when necessary, the employee may have the assistance of a supervisor or manager in completing accident reports. The Union agrees that the employee will cooperate fully in the reporting and investigation of accidents or incidents.

Section 3. In the case where an employee performing his/her duty as required by the v is arrested for a work-related activity, the Agency shall post bond for his or her release, provided that the employee shall cooperate with the arresting officer.

Section 4. The Agency shall pay any employee for time spent attending Agency authorized safety meetings, a minimum of two (2) hours for each safety meeting regardless of its actual duration. When the Agency schedules a safety meeting, the meeting will be mandatory for all employees.

Article 11 Court Attendance

Section 1. When an employee, at the insistence of the Agency, is required to look up evidence or to act as a witness in court on behalf of the Agency, (s)he shall be paid for the full workday assigned to the employee for the particular day in question, provided that if the employee so affected is an operator and such operator is not required to spend full run time in court or looking up evidence, (s)he may be used on a tripper or special run during his/her regular run time not spent in court or in search of evidence. If the employee so affected is a shop employee and is not required to spend his/her full day's work in court or looking up evidence, (s)he may be called in to work the rest of his/her assigned work day not spent in court or in search of evidence.

Section 2. In the event the Agency calls a conference between any employee or employees and the management during working hours, such an employee shall be paid for any regular time lost from employment.

Section 3. In the event any employee is summoned by a Court of Law to appear in court for a matter where attendance is not required by the Agency, the Agency shall grant the employee time off without discipline, and without pay unless the employee has vacation available, if the employee provides the Agency written documentation of the court summons at least seven (7) days prior to the court appearance. However, if the summons is received by the employee in the seven (7) day period prior to the court appearance, the employee shall notify the Agency by the end of the next business day.

Article 12

Jury Duty

Section 1. Any employee of the Agency required to appear in court for jury duty will be paid by the Agency the difference between such an amount as they may be paid or legally entitled to receive for such appearance, and the amount they would have received had they performed their regular work for the Agency on any such day. No employee will be required to come to work while on jury duty.

Article 13

Free Transportation

Section 1. Employees covered by this Agreement shall be furnished free transportation for their own use over all the lines of the Agency, and unless given free passes, the production of their badges to the operators will entitle them to such free transportation.

Article 14

Vacation

Section 1. All full-time employees covered by this Agreement shall be entitled to vacation as follows:

- A. All employees covered by the Agreement who have been in continuous service of the Agency for a period of one year shall be granted five (5) days (40 hours) of vacation with pay.
- B. All employees with two (2) years but less than five (5) years of continuous service shall be granted ten (10) days (80 hours) of vacation with pay.
- C. All employees with five (5) years but less than twelve (12) years of continuous service shall be granted fifteen (15) days (120 hours) of vacation with pay.
- D. All employees with twelve (12) years but less than twenty (20) years of continuous

service shall be granted twenty (20) days (160 hours) of vacation with pay.

- E. All employees with twenty (20) years or more of continuous service shall be granted twenty-five (25) days (200 hours) of vacation with pay.

Section 2. The pay for vacation periods shall be determined as follows:

- A. Operators with regular runs shall receive an amount per day for vacation equal to the scheduled hours of the run held by them for the two (2) weeks preceding their vacation period times their rate. Extra Board Operators shall be entitled to vacation pay at straight time for eight (8) hours per day.
- B. Maintenance employees shall receive vacation pay at straight time for eight (8) hours per day.
- C. Customer Service employees covered by this Agreement as designated in Article 24, Section 5 of this Agreement shall receive vacation pay at straight time for eight (8) hours per day.

Section 3. Vacation periods shall be selected in accordance with seniority, providing however they are arranged so as not to impair the regularity and efficiency of service. The Agency reserves the right to restrict the number of employees that will be allowed to take their vacations during any period. In the event of an emergency the Agency may temporarily postpone all vacations.

Section 4. Vacation shall be taken in five (5) day increments, if sufficient accrued time off is available to the employee; however, up to five (5) days may be taken in day-to-day increments.

Vacation shall be picked in December each year in advance according to seniority. Once the vacation has been picked, an employee may change his/her vacation if the Agency has the manpower.

Section 5. Vacation pay shall be paid in regular weekly periods and on regular pay days.

Section 6. If an employee ceases to be employed by the Agency, (s)he shall be paid for earned vacation based on the years of service with the Agency as of January 1 of the year during which his/her employment terminates, plus pro-rata vacation credit accrued for that unused portion of the calendar year elapsed prior to termination.

Section 7. No vacation shall be carried over. Employees shall be paid for that unused vacation time by April 1st of the following calendar year.

Section 8. If an employee has previously approved time off of a minimum of five (5) days consecutively and Management has denied the employee the time off due to business reasons, the Agency will reimburse any direct costs that the employee incurred with

verifiable receipts.

Article 15

Commercial Drivers License

Section 1. The Agency will reimburse operators and shop employees the cost of commercial drivers licenses (CDL) that may be required by city or state law to operate the vehicles owned by the Agency, by the presentation of an official receipt issued by the Department of Public Safety. It is the operator's responsibility to maintain his or her CDL in a valid state and to report immediately to the Agency when his or her license is either revoked or suspended. All mechanics and utility persons will be required to have and maintain a CDL. All new employees must obtain a CDL during their ninety (90) working-day probationary period. Operating the Agency's vehicle without a valid CDL on an operator's person constitutes grounds for dismissal. The Agency shall cooperate with employees who are attempting to secure hardship licenses by attesting to the requirements of an operator.

Section 2. Any employee that is trained by the Agency in their pursuit of obtaining a Commercial Drivers License who leaves the Agency prior to their first (1st) year service anniversary will have the cost of training deducted from their final paycheck, not to exceed \$500.00.

Article 16

Seniority – Reduction in Personnel

Section 1. Operators shall be entitled to the runs which they desire in accordance with the length of time the various operators have been in continuous service as an operator of the Agency. The preference of runs shall always belong to the oldest operator in continuous service, except where such operators are physically incapable of holding such runs. In such event the Agency will take up the case with the Union committee, and after a mutually satisfactory understanding has been reached, the operator next in line will be given an opportunity to select the run in question.

Section 2. It is agreed and understood that operators and shop employees of the Agency shall hold their seniority in the event the Agency is sold, transferred or otherwise disposed of. Under no circumstances will operators or shop employees from another Agency or unit that may be added or annexed by the present or future owners of the Agency be employed or transferred to this Agency with seniority. Such operators or shop employees may only be employed as new employees and take their place at the bottom of the seniority list.

Section 3. It is agreed that where an operator is laid off after the effective date of this Agreement, due to a reduction in force, the last operator or shop employee hired will be the first laid off, up the seniority list. In the event of a lay-off in the Maintenance Department due to a reduction in force, the lowest person in seniority in each division would be laid off first, with

the exception of those persons in the mechanic classifications. The Agency reserves the right to protect its level of mechanic ability. If the lowest person in seniority is one of three persons in a top mechanic position, the Agency would then lay off the next lowest person in seniority.

EXAMPLE: If a utility person has been employed with the Agency for ten (10) years and a mechanic of one (1) year, in the event of a lay-off, the utility person would be laid off first because they cannot function as a mechanic. If and when former operators or shop employees laid off due to reduction in service are re-employed, they shall be offered re-employment in accordance with their previous seniority with the Agency as an operator or shop employee, provided they have satisfactorily completed six (6) months or more of employment by the v and have obtained seniority in accordance with the provisions of Article 3, and further provided they meet the normal qualifications and requirements for the job of operator or shop employee.

Section 4. When an operator or shop employee is laid off due to reduction in service, as outlined above, (s)he shall retain for a period, not to exceed twenty-four (24) months, the seniority which (s)he had at the time (s)he was laid off. Notice to return to work shall be given him/her by registered mail, with return receipt requested, addressed to said former employee at his/her last known address, and with information copy at the same time by regular mail to the Union. If such former employee is not offered permanent employment with the Agency during the twenty-four (24) month period following his/her layoff, his/her seniority with the Agency shall end, and the Agency shall be released of any obligation to again offer him/her re-employment. When laid off, no pension accumulation shall accrue and group insurance shall cease during this period. Article 14, Section 1A shall apply during any period of layoff.

Section 5. If said former operator or shop employee fails to accept such offer of re-employment within fifteen (15) days after the mailing of such notice, (s)he shall lose all seniority rights, and the Agency shall be released of any obligation to again offer him/her employment.

When such former operator or shop employee accepts such offer of re-employment within the fifteen (15) day period specified above, (s)he shall be allowed a reasonable time within which to report for duty, not to exceed thirty (30) days from the mailing of such notice to the Agency.

Section 6. In the event of a reduction in personnel, the president of the Union shall be the last employee covered by this Agreement to be laid off.

Article 17

Holidays and Holiday Pay

Section 1. Employees shall receive holiday pay for the following holidays: New Year's Day,

Martin Luther King Day, Mardi Gras, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Each employee will be eligible for eight (8) hours of paid holiday pay for each day listed.

Section 2. The Agency has the right to designate the day on which a holiday is observed if the holiday falls on a Saturday or Sunday during this Agreement.

Section 3. Any employee scheduled to work on a designated holiday, and who fails to work as scheduled without an excused absence from the Agency shall not be entitled to receive holiday pay. Employees must have worked within 30 days of the holiday to be entitled to the same.

Section 4. To be eligible for any kind of holiday pay when not working on the holiday, the employee must work his/her last scheduled work day prior to the holiday and the first scheduled work day following the holiday. It is understood that employees who are excused by the Agency prior to the scheduled workday shall be eligible for holiday pay.

Article 18

Garnishment Proceedings

Section 1. Garnishment proceedings shall not be a cause of discipline or discharge of any employee of the Agency.

Article 19

Sick and Bereavement Leave

Section 1. All full-time employees covered by this Agreement shall be entitled to sick leave as follows:

- A. All full-time employees shall accrue one-half (1/2) day of sick leave for each month of active service; six (6) days (48 hours) earned in a year.
- B. There shall be a limit of six (6) days (48 hours) on the amount of sick leave that can be carried over each year with a maximum accumulation of twenty (20) days (160 hours).
- C. Sick leave to be carried over will be measured (determined) as of the end of each calendar year end (December 31).

Section 2. Operators with regular runs shall receive an amount per day for sick pay equal to the scheduled hours of the run held by them. Extra Board Operators shall be entitled to sick pay at straight time for eight (8) hours per day. Maintenance employees shall receive sick pay at straight time for eight (8) hours per day. Customer Service employees covered

by the Agreement as designated in Article 24, Section 5 of the Agreement shall receive sick pay at straight time for eight (8) hours per day.

Section 3. It is the intent of this Article to protect employees from loss of earnings due to sickness; therefore all absences in excess of one (1) day must include a doctor's note showing the date of visit, days off due to illness, and a doctor's statement that the employee is able to return to full duty. This note must be submitted to the Agency on or before the employee's intended date of return to work.

Section 4. It is the employee's responsibility to inform his/her supervisor of his/her condition while out sick. On short illnesses, daily contact is considered reasonable. On longer illnesses requiring surgery, hospital treatment, extended care, etc., the employee or a relative should update the Agency at least weekly as to the employee's condition.

Section 5. Under no circumstances will an employee be allowed to carry a negative sick leave balance.

Section 6. If an Operator, Maintenance employee or Customer Service employee covered by this Agreement ceases to be employed by the Agency for any reason, he/she will be paid for earned sick leave that he/she accumulated while he/she was employed, up to 160 hours.

Section 7. Employees who do not use more than two (2) days (16 hours) sick leave in any one calendar year shall receive two hundred fifty dollars (\$250.00) per year as a Sick Leave Bonus. Payment will be paid to such employees by April 1st of the following calendar year.

Section 8. In the event of a death of a member of the immediate family of any employee covered by this Agreement, the employee affected shall be granted up to three (3) consecutive workdays (24 hours) off with pay for the purpose of attending the funeral or similar ceremony. One of these days must be the day of the funeral or similar ceremony. It is the intent of this Article to protect the employee from loss of earnings during his/her bereavement period and not to reward him/her with additional compensation.

Therefore, an employee's bereavement benefit will be calculated using his/her base hourly rate of pay times the hours taken, up to 24 hours. Members of the immediate family within the meaning of this section shall only include spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, and grandfather on the employee's side. All employees shall complete at least six (6) months of service to be eligible to receive the bereavement benefit.

II. PROVISIONS RELATING TO OPERATIONS EMPLOYEES

Article 20

Seniority

Section 1. The seniority of all operators as presently established, shall be deemed to be correctly established as of the effective date of this Agreement.

Section 2. The seniority of all operators employed after the effective date of this Agreement shall commence from the date and time they have satisfactorily completed the road test. If multiple operators complete the road test simultaneously, seniority will be based on each operator's application date, and if the date is the same, seniority will be determined by the alphabetical order of each operator's last name.

Section 3. Any bargaining unit member, who accepts an administrative position is covered by this Agreement, shall retain but not accumulate seniority during the first ninety (90) days in such position, and suffer no loss of seniority if they notify the Agency and the Union of their intent to return to the bargaining unit within the ninety (90) day period. If proper notification is given, and the Agency agrees to the employee request, both parties agree to allow the employee to remain in the administration for an additional period of thirty (30) days to allow the Agency to find a replacement. Any bargaining unit member who requests to return after the ninety (90) day period, and the Agency approves the request, shall retain their Agency seniority in their respective classifications as it relates to vacations and pay rates, but shall go to the bottom of the seniority roster for the picking/choosing of run(s)/schedule(s).

Section 4. Any bargaining unit member that accepted an administrative position within 180 days before the effective date of this Agreement, and with Agency approval, will be able to return to the collective bargaining unit within 180 days from his/her start date in Administration without loss of seniority.

Article 21

Runs, Days Off, Working Hours

Section 1. Whenever practical all runs shall be eight (8) hours or more in length.

Section 2. The days off shall be consecutive wherever possible. However, in the case of runs that do not operate on Sunday, the runs will be off each Sunday and one (1) other day.

Section 3. It is agreed that there shall be no three (3) part split run scheduled.

Section 4. Although the scheduling of runs is recognized to be entirely a function of management, it is not the intention or purpose of the Agency during the life of this Agreement to materially change the average length of the runs as they are now scheduled. In order to effectuate this statement of intention, the Agency guarantees a minimum average run pay time for all regular runs (run time on all regular runs added together and divided by the number of regular runs) of not less than eight (8) hours.

Section 5. It is agreed that the Agency shall not schedule split runs having a total split time in excess of thirteen (13) hours. (Total time for beginning of first scheduled time out to the end of the last scheduled time in).

Section 6. The Agency agrees that a minimum of thirty percent (30%) of the total scheduled runs (not including relief runs) shall be straight runs. A straight run shall be defined as a run which has no interruption of pay-time from the time the operator on such run starts the run until (s)he completes it. The Agency also agrees to add additional straight runs beyond the thirty percent (30%) minimum to the extent such are economically feasible.

Section 7. As required by the Federal Transit Administration, all operators shall announce the approach of all major intersections and each stop, except when a functioning automated voice annunciation system is in use on the bus.

Article 22

Run Selection and Assignments

Section 1. The Agency will prepare and post in the operator's break room a list of operators in order of seniority, together with a run selection schedule, five (5) days before the expiration of each sign up of the year, which shall be made in February, June, and September as conditions permit, annually. If business needs require, the v may schedule additional run selections annually.

Section 2. Selection of runs shall begin twenty-four (24) hours after being posted and shall be completed within five (5) days after being posted excluding Saturdays and Sundays. At the expiration of each selection period the Agency will make assignments according to the selection made by the operators, and such assignments will remain in force until the next sign-up period. The number of operators that are required to select their runs each day shall consist of the number of runs posted for selection divided by five (5). In the event any operator fails to select his/her run when his/her turn comes or fails to leave his/her choice in writing (three (3) choices) with the dispatcher, then and in that event, management shall select a run for him/her as similar as possible to the run then being worked by such operator, and the operator involved will work the run so selected by management until the next regular run selection. Operators shall pick their runs or leave their choices with the dispatcher between 5:00 A.M. and 6:00 P.M. on the days they are assigned to make their selections.

Section 3. At the time of a general or special run-pick, any operator, regardless of seniority, may choose to work the extra board for the next sign-up period, provided, however, that all regular runs so posted must be either picked or assigned to an equal number of operators so as to complete the run-pick for that period.

Section 4. All actively employed operators will be required to participate in any general or special run pick regardless of status.

Section 5. In the event new runs are added before the next regularly scheduled selection period, such runs shall be posted for selection as provided in this section. The term "vacated" shall mean that an operator is absent from his/her run for a period of thirty (30) or more consecutive calendar days for any reason, including but not limited to sickness, accident, suspension, promotion, but excluding paid vacation.

During the "hold down" period, defined as the first thirty (30) days of the regular operator's absence from a route, the run shall be assigned to the most senior operator on the extra board. At the end of the hold down period, the route shall be posted for selection in order of seniority. The "hold down" period is not required if an operator resigns or is terminated.

Section 6. Run pick process:

- A. Runs shall be posted for selection for a period of five (5) days during which time they shall be selected by the operators.
- B. Operators desiring to bid on more than one (1) run may do so by leaving their choices with the dispatcher in writing, indicating their first, second, and third, etc., choices.
- C. At the end of the selection period the Agency shall assign the runs selected in accordance with seniority, and such assignment shall become effective on the third day following the selection period.
- D. During the five (5) days a run is being selected and assigned, it shall be assigned to the extra board in accordance with the other provisions of this Agreement; provided, however, that where there are regular operators working the extra board (operators who have selected a regular run assignment which included certain days on the extra board) such operators shall be placed at the top of the extra board on those days on which they are regularly assigned to the extra board as a result of their selection of a run-pick. Where one (1) or more operators are involved they shall be placed at the top of the extra board in accordance with their Agency seniority.
- E. Whenever a run becomes vacant, all operators by seniority shall have the right to pick such run.

Section 7. The dispatcher will assign all buses on a rotating basis. In the event the starting or ending time of an assigned run changes more than five (5) minutes before the next regularly scheduled selection period, any operator so affected may if (s)he chooses bump into any run to which his/her seniority entitles him/her. Such privilege of bumping shall be exercised by notifying the dispatcher in writing as to the run (s)he is selecting no later than 11:30 A.M. of the second day following his/her notification by the Agency of the event giving

rise to his/her privilege of bumping. This same procedure shall continue until all operators bumped shall have had an opportunity to exercise any bumping privileges to which their seniority entitles them. University contract services, such as may be provided to the LSU and/or Southern campuses on a contract basis, may not come under the definition of a run, as herein above provided. Operators selecting university runs as part of their regular run selection will be placed on the extra board, on a rotating basis, whenever these runs are suspended or discontinued.

Operators who have bid and are working university runs in which service during the fall and summer semesters have been cancelled shall have the following three (3) choices: they may work the extra board during the interim, take their earned vacation time, or take a leave of absence.

Section 8. When regular operators are removed from their runs, they may select any run their seniority will allow. However, such selection can only be made after giving the Agency and the operator on the run they select a twelve (12) hour notice. The operator so replaced may select another run in the same manner.

Section 9. Any operator or operators who have no regular runs on which they can exercise their seniority rights become extra operators under the provisions of Article 23.

Article 23

The Extra Board

Section 1. Operators who have sufficient seniority to select and who are assigned to regularly assigned runs during a run assignment are defined as regular operators. All other operators are defined as extra operators.

Section 2. The extra operator having the greatest seniority shall be placed at the top of the extra board.

Section 3. All extra runs will be assigned in accordance with seniority and by the rotation system.

Section 4. All assignments will begin fifteen (15) minutes prior to the departure time.

Section 5. It is understood that the extra operator first out will not be assigned to a tripper to start or finish up, except in an emergency, if there are full runs open. An absolute emergency will be when no extra or regular operator is available. Extra operators will not be assigned to a tripper, extra or special, when a regular run is open.

Section 6. An extra operator will not be excused after (s)he has been assigned to a run except in case of emergency.

Section 7. All extra board operators shall be guaranteed forty (40) hours per week provided they make all roll calls and satisfactorily execute all assigned work. Once an assignment is

completed, that assignment shall pay a guaranteed minimum of eight (8) hours.

Section 8. If an operator has worked a late night run or special work (ending after 11:00 P.M.) the operator will not be allowed to report the following morning, unless the operator has an eight (8) hour down period before reporting.

Section 9. All of the above show-up time will be added to an operator's run sheet for the purpose of rotation on the extra board.

Section 10. If an extra operator has worked a late night run (ending after 11:00 P.M.), and has indicated his/her desire to work the following morning, the dispatcher shall only call the operator after he/she has been off the clock for eight (8) hours. The operator will not be compensated for any missed runs due to the required eight (8) hours of down time.

Section 11. No extra operator shall be required to report more than fifteen (15) minutes before the first regular run is scheduled to go out for the morning roll call.

Section 12. The Agency shall designate the days off that are available to extra board operators following regular run bid. Said extra board operators shall bid day off in accordance with their seniority. Extra board operators shall retain their position on the board following their day off. Whenever an extra board day off vacancy occurs between extra bids, it may be rebid by all extra board operators according to their seniority

Section 13. Operators will be allowed to trade runs, and even then both must be present, have a run assigned to them that day, and have the approval of the dispatcher.

Section 14. In the event an extra operator and a regular operator shall be off the same day or days, except Sunday, and both have signed the list to work their day or days off, neither shall receive priority as a result of their being an extra or regular operator and all work assigned from such list shall be assigned according to seniority. The extra board must be exhausted before any assignments are made from the seniority list.

Section 15. The extra board shall be made up each day and posted by 2:30 P.M.

Section 16. The extra board shall be staffed by full-time operators representing at least five percent (5%) of the total of full-time operators and shall not be less than seven (7) full-time operators.

Article 24

Pay Rates and Time Allowance

Section 1. There shall be granted to each operator an allowance of fifteen (15) minutes report time for the purpose of preparing equipment for pull-out. Split-run operators shall be granted an additional fifteen (15) minutes preparatory time for reporting at the garage to take out the second part of their run.

Section 2. Any operator training a new operator shall receive two dollars (\$2.00) per hour in

addition to his/her regular rate of pay for such training service.

Section 3. Operations positions shall be paid the straight time hourly pay as follows:

- Regular full-time Operators with the following seniority:

Years of Seniority		Wage Rates		
Greater Than:	But Less Than:	Upon Ratification	Jan. 1 2019	Jan. 1, 2020
0 Years	1 Year	\$15.00	\$15.30	\$15.61
1 Year	2 Years	\$15.60	\$15.91	\$16.23
2 Years	3 Years	\$16.75	\$17.08	\$17.42
3 Years	4 Years	\$17.25	\$17.60	\$17.95
4 Years	5 Years	\$18.50	\$18.87	\$19.24
5 Years	6 Years	\$20.00	\$20.60	\$21.07
6 Years	---	\$20.50	\$21.25	\$21.73

- Operator Trainees:

Wage Rates		
Upon Ratification	Jan. 1, 2019	Jan. 1, 2020
\$14.00	\$14.35	\$14.67

- Customer Service Representative:

Wage Rates		
Upon Ratification	Jan. 1, 2019	Jan. 1, 2020
\$14.00	\$14.25	\$14.50

Section 4. Customer Service Representative is generally defined as an employee who has the qualifications to assist customers with information pertaining to CATS services, sales of bus passes, and to assist with customer relations. The employee must be knowledgeable in basic computer skills, have an understanding of the geographical layout of the Greater Baton Rouge area and have knowledge in customer service performance. Also, experience in cash handling, customer conflict resolution, and data entry is essential for this position.

Section 5. Customer Service Representative (“CSR”): As of the effective date of this agreement there is one (1) CSR that the parties agree will remain as a CBU position until such time as 1) the specific “grandfathered” individual leaves the Agency’s employment for any reason, 2) the position of CSR, as defined as of the effective date of this agreement, is eliminated or 3) the employee transfers to another CBU or non---CBU position within the Agency or 4) the “grandfathered” employee resigns from the Union. The grandfathered employee is Emily Maten.

Section 6. All operation employees scheduled to work on shifts beginning after 2:00 P.M. and prior to 5:00 A.M. shall receive an additional seventy five cents (\$.75) per hour over and above their regular hourly wage rate as covered by this Agreement. All shifts beginning after 7:30 P.M.

shall receive an additional one dollar (\$1.00) per hour above their regular hourly wage rate as covered by this Agreement.

Section 7. All operation employees shall be paid one and one-half (1-1/2) times the base rate for all hours worked in excess of forty (40) hours in any one work week. The work week is defined to run from Sunday to Saturday.

Article 25

Part-Time Operators

Section 1. Part – Time Operators:

- A. Persons working as part-time operators shall receive the hourly wage of a beginning operator according to Article 24, Section 3.
- B. The Agency shall make its work records available for inspection by a Union representative.
- C. Part-time operators shall be entitled to one-half the normal uniform allowance, to be paid in the same fashion as paid to full-time operators.
- D. The number of part-time operators shall be limited to the greater of twelve (12) or twenty percent (20%) of the total of full-time operators. If at any time this limit should be exceeded, the Agency shall have ninety (90) days from such time to increase the size of the full-time operator work force so as to correct such excess.
- E. Beginning January 1, 2014, part-time operators shall not work more than thirty (30) hours per week, averaged over the last twelve (12) month period.

Section 2. Part-time operators shall be used only when there are no full-time operators, either regular or extra board, available to work at straight time rates.

Section 3. The number of part-time operators shall be limited as per Section 1 (D) above, except when the part-time operator pool exceeds such number as a result of any layoff of full-time operators and such furloughed operators exercising their right to be placed in the part-time operator pool as provided in Section 4 of this Article. No part-time operator will be assigned on a regular basis to a regular run.

Section 4. In the event of a reduction in force, full-time operators, whether or not extra board operators, shall have the right to transfer into the pool of part-time operators. If they do so, their straight-time hourly rate of pay shall remain the same as if they had remained full-time operators.

Section 5. Part-time operators shall accrue seniority only among themselves, and there shall be no limitation whatsoever on the Agency's discretion as to whom it shall select from any

source to fill full-time positions. Full-time seniority for all purposes shall begin as of the date of full-time employment.

Section 6. Part-time operators who accept full-time positions shall at that point begin the wage progression.

Section 7. The following articles and only such articles shall be applicable to part-time operators: Article 1, Recognition, Management, Employee Cooperation; Article 2, Negotiations; Article 3, Probationary Period, except that the probationary period for part-time employees shall be one hundred eighty (180) days; Article 4, Discipline; Article 5, Grievances and Grievance Procedure; Article 7, Deduction of Union Membership Dues; Article 9, Physical Examinations; Article 10, Accident Reports and Accident Prevention; Article 11, Court Attendance; Article 12, Jury Duty; Article 13, Free Transportation; Article 15, Commercial Drivers License; Article 18, Garnishment Proceedings; Article 36, Concluding General Provisions; Article 38, Pension Plan (Effective January 27, 2013); Article 39, Review of Work Record; and Article 41, Non-Discrimination.

Section 8. Part-time operators shall abide by all Agency rules.

Article 26

Schedule Changes

Section 1. Five (5) day notice shall be given to the Union whenever schedules are changed that will affect any operator or operators, and three (3) day notice shall be given to the operator or operators.

Section 2. It is agreed that the Agency shall provide adequate and convenient parking for all employees to park their private vehicles.

Section 3. If an operator is assigned to shuttling or hosteling buses, it shall be formalized as an assignment of extra work, and shall be placed on the extra board.

Section 4. The Agency will be responsible for the transportation of operators to and from relief points.

Article 27

Uniform Allowances and Air-Cooled Cushions

Section 1. Operators will report to work in the Agency designated uniform, in a neat and orderly appearance and personally well groomed.

Section 2. Bus operators shall receive an annual uniform allowance of \$500.00 per year to be paid semi-annually; \$250.00 per payment during the months of March and September. Employees are required to purchase uniforms as prescribed by the Agency from any of three vendors chosen by a Uniform Committee, made up of one

representative designated by the Agency and one representative designated by the Union, in order to maintain a consistent appearance.

Section 3. The Agency will continue to furnish each bus with an adequate air-cooled seat cushion. Each operator will be issued upon receipt of written request, one replacement of an adequate air-cooled seat cushion.

Section 4. Operators shall receive a shoe allowance in the amount of \$125.00 for the purchase of Agency authorized uniform shoes. Such allowance shall be paid along with the first semi-annual installment of the uniform allowance in March of each year.

Section 5. Uniform and shoe allowances will be repaid by deduction from his/her final paycheck if the employee resigns employment from the Agency within sixty (60) days of receipt of allowance, unless the identified circumstance is beyond the control of the employee.

Article 28 Extra Work

Section 1. The Agency and Union agree to encourage and promote all extra work and recognize that extra work is required by operators to insure the Agency provides scheduled and special event services to its customers.

Section 2. The assignment of extra work shall first be given to extra board operators, who will be required to perform this work as part of their regular duties.

Section 3. If there are an insufficient number of extra board operators to perform the extra work, the Agency will assign regular operators to perform the extra work. Regular operators will be selected from a list that has been signed by them on a voluntary basis, indicating that they are willing and available to perform this work, such selections being made on availability and seniority basis. Any operator who has volunteered for extra work and cannot be reached at their primary contact phone number on file is not eligible for any compensation for the unassigned extra work. The Agency will provide an audit log when required. Any operator, whose regular run overlaps with the unassigned extra work, will only be eligible for extra compensation if the Agency decides to assign the operator to the unassigned extra work and that compensation will only be for work completed. If there are an insufficient number of volunteer regular operators, the Agency will assign part-time operators to perform the unassigned extra work.

Section 4. If, after following the steps outlined in Section 3, there is extra work available, regular operators will be required to perform this work, in reverse order of seniority.

Section 5. An operator that reports to roll call and refuses work will only be paid for the time between roll call and the offer of work. That operator will be removed from the extra work board and will not be allowed to participate in further roll calls that day, unless the Agency requests. Any operator that refuses work because it interferes with his/her regularly

scheduled run will be paid for his/her time spent at roll call.

I. PROVISIONS RELATING TO MAINTENANCE EMPLOYEES

Article 29

Definitions of Classifications

Section 1. Classifications

- A. Mechanic Helper/Body & Painter Helper – generally defined as a trainee for the position of Mechanic I/Body & Painter Class I. This employee will be required to perform any type of work encountered in servicing and repairing any Agency vehicle, with direction and assistance of Class III or II Mechanic/Body & Painter Class III or II. The employee must have a complete set of hand tools. The employee must have at least one year of experience as a Mechanic Helper/Body Shop Helper and pass a written and hands-on evaluation given by Management before being able to bid in a Mechanic I/Body & Painter Class I position. This position requires a CDL prior to the end of a probationary period.
- B. Class I Mechanic – generally defined as an employee who has the qualifications of a Mechanic Helper as well as being able to complete basic mileage inspections on all revenue and service vehicles. The employee must be able to do complete front and rear brake jobs and complete wheelchair lift and air conditioning (A/C) inspections, seeking assistance when needed. The employee must have at least one year of experience as a Mechanic I, or comparable experience, and pass a written and hands-on evaluation given by Management before being able to bid in a higher Mechanic Class position. This position requires a CDLO prior to the end of a probationary period.
- C. Class II Mechanic – generally defined as an employee who has the qualifications of a Mechanic I, as well as being able to read all types of schematics, properly service all types of A/C systems, use current computer programs to diagnose problems and find solutions in a standard length of time with no assistance. The employee must have at least one year experience as a Mechanic II, or comparable experience, and pass a written and hands-on evaluation given by Management before being able to bid in a higher Mechanic Class position. This position requires a CDL prior to the end of a probationary period.
- D. Class III Mechanic – generally defined as an employee who has the qualifications of a Mechanic II as well as being able to do complete engine overhauls on all vehicles, transmission overhauls, and wheelchair lift overhauls with no assistance. The employee must have at least one year experience, and pass a written and hands-on evaluation given by Management before being able to bid in a Master Mechanic position. This position requires a CDL prior to the end of a probationary period.
- E. Master Mechanic – generally defined as an employee who has mastered the Mechanic III position. The employee shall be disciplined to work independently. The employee shall make recommendations for repairs to all vehicles. The employee shall be able to repair and rebuild components on all parts of the coach. The employee must also be certified in A/C, brakes, and electrical troubleshooting. This position requires a CDL prior to the end of a probationary period.

- F. Utility Personnel – generally defined as an employee who is required to water and fuel all service vehicles, check tires for flats, check transmission fluid, and clean and detail the inside and outside of all vehicles. The employee must be able to do basic service and maintenance on all wash equipment upon basic instructions. The employee must be able to, but not limited to, clean and maintain buildings and grounds when needed. The employee must have at least one year experience as a Utility Personnel before being able to bid in a Mechanic Helper/Body & Painter Helper position when there is a vacancy. This position requires a CDL prior to the end of a probationary period.
- G. Body & Painter Class I – generally defined as an employee who has the qualifications of a Body & Painter Helper as well as being able to mask and tape any vehicle being prepped for painting. The employee must be able to replace broken glass and remove and replace damaged panels, seeking assistance when needed. The employee must have at least one year experience as a Body & Painter I, or comparable experience, and pass a written and hands-on evaluation given by Management before being able to bid in a higher Body & Painter Class position. This position requires a CDL prior to the end of a probationary period.
- H. Body & Painter Class II – generally defined as an employee who has the qualifications of a Body & Painter Class I as well as being able to replace flooring and repair fiberglass and metal panels. The employee must be able to mix hardeners and paint, with not assistance and be able to spray paint with assistance of a Body & Painter Class III. The employee must have at least one year experience as a Body & Painter Class II, or comparable experience, and pass a written and hands-on evaluation given by Management before being able to bid in a higher Body & Painter Class position. This position requires a CDL prior to the end of a probationary period.
- I. Body & Painter Class III – generally defined as an employee who has the qualifications of a Body & Painter Class II as well as being able to paint all types of vehicles. The employee must be able to realign a transit coach to O.E.M. specifications after it has been in a major accident. The employee must be able to operate all types of equipment related to body work and able to fabricate and weld all types of metals. This position requires a CDL prior to the end of a probationary period.
- J. Tire Technician – generally defined as an employee who can use a tire demounting machine and maintain tire records. The employee must be able to match, rotate, and balance all tires. The employee must be able to know where to place a jack and how to properly secure a vehicle before removing tires and also able to lift and use a tire impact gun. A Tire Technician can bid on a Mechanic position based on recommendation from Management. The employee must have at least one year experience as a Tire Technician and pass a written and hands-on evaluation given by Management before being able to bid in a Mechanic Helper position. This position requires a DCL prior to the end of the probationary period.
- K. Vault Puller – generally defined as an employee whose duties are as follows:
- When a bus enters the vault station, the Vault Puller will record the vehicle mileage, probe the fare box, remove the cash box, and empty the cash box into the secured vault.

- Additional duties include, but are not limited to, cleaning the inside and outside of the fare box when needed and making notes of defects inside and outside the bus that need repairing.
 - The Vault Puller may also be required to detail the inside of the bus. The Vault Puller must be capable of performing these duties in a timely manner. No CDL is required for this position as Vault Pullers are not allowed to operate a bus on or off the Agency's property.
- L. Custodial Personnel – generally defined as an employee who cleans and maintains all Agency property at its main location at 2250 and 2222 Florida Boulevard. This employee will be required to clean restrooms, administrative offices, the shop floor area, and any other areas as needed. At times this employee will be required to strip and wax floors and dump several dumpsters located around the property. This employee may also be required to operate basic lawn and garden equipment and a fork lift to maintain the outside building and grounds.

Section 2. The classification as now presently established for each shop employee shall be correctly established as of the effective date of this Agreement. The classifications as now set forth in this Agreement will be used as future criteria for the establishment of classifications for new employees or for the promotion of present employees from a lower to a higher classification.

Section 3. When a vacancy shall exist in any of the Mechanic Class or Paint & Body Class positions it shall be the duty of the Agency to fill such vacancies from the rank of its Mechanic, Paint & Body, and Utility personnel on the basis of seniority provided that persons of sufficient ability and qualifications are available for that purpose. When a vacancy exists in any of the Utility Personnel positions it shall be the duty of the Agency to fill vacancies by hiring from the outside. Employees promoted under the provisions of this Article shall be given up to thirty (30) days to qualify. In the event any employee fails to qualify within this period, that employee shall revert back to the former classification without loss of seniority. Notice of vacancy will be posted for seven (7) days and become effective in three (3) days after the position has been awarded. It is the duty of the Agency to maintain and post a current seniority and pay scale list at all times.

In the event that there is no employee qualified for a higher classification under this provision, the Agency will then hire from outside the Agency. New employees must qualify under this provision of Section 1 above. New employees applying for Mechanic and Paint & Body must be certified from an accredited school or have comparable experience, have a complete set of hand tools and must satisfactorily pass a test reasonably designed to demonstrate the necessary qualifications of the job. Any new employee will exercise seniority rights in accordance with this Agreement.

Section 4. In the event that a shop employee works in a higher classification (s)he shall receive the pay of the higher classification, except for reassignments of duties lasting less than a full shift.

Section 5. A shop employee will be considered for an opening as a bus operator only in the event of a lay-off which results in the reduction of work force in the Maintenance Department

provided the individual can meet the qualifications and physical requirements of a bus operator.

Article30

Wage Rates by Classification – Maintenance Employees

Section 1. Maintenance wages by classifications shall be:

VEHICLE MAINTENANCE PERSONNEL

Classification	Wage Rates		
	Upon Ratification	Jan. 1, 2019	Jan. 1, 2020
Master Mechanic	\$25.50	\$25.83	\$26.15
Mechanic Class III	\$25.00	\$25.33	\$25.64
Mechanic Class II	\$21.50	\$21.78	\$22.05
Mechanic Class I	\$19.50	\$19.75	\$20.00
Body & Painter Class III	\$23.50	\$23.81	\$24.10
Body & Painter Class II	\$20.50	\$20.77	\$21.03
Body & Painter Class I	\$18.75	\$18.99	\$19.23
Tire Technician	\$18.00	\$18.23	\$18.46
Mechanic/Body & Painter Helper	\$16.50	\$16.71	\$16.92
Utility Personnel	\$15.00	\$15.20	\$15.38
Custodial Personnel	\$12.75	\$13.01	\$13.27
Vault Puller	\$12.50	\$12.66	\$12.82

Article 31

Assignment of Work

Section 1. Seniority in classification and qualifications shall prevail in the bidding of work in the shop. Maintenance work schedule pick shall be changed twice each year; once in January and once in June. However, the Agency reserves the right to hold one or more additional schedule picks should conditions warrant.

Section 2. The Agency will prepare and post at the bus garage a list of Maintenance employees in order of seniority by classification, after which Maintenance employees will be permitted to select their work shifts including established days off, in accordance with their classification seniority.

Section 3. Selection of work shifts shall begin seven (7) days after being posted and shall be concluded within seven (7) days after selection begins. At the expiration of each selection period, the Agency will make assignments according to the selection made by the Maintenance employees and such assignments will remain in force until the next sign-up period. The new schedule shall be posted at least seven (7) days prior to the start of such schedule.

Article 32

Tool and Uniform Allowances

Section 1. Only Mechanics and Paint & Body employees covered under this Agreement shall receive a voucher for hand tools in the amount of \$600.00 per year. Each employee is obligated to have at work at all times all hand tools necessary to perform their work. The tool allowance shall be available to Mechanics and Paint & Body employees in January of each year.

The Agency shall provide all Maintenance Personnel covered under this Agreement a voucher in the amount of \$175.00 for the purchase of steel toe work shoes. Maintenance Personnel shall wear OSHA-approved footwear at all times while on duty. The shoe vouchers shall be available to Maintenance Personnel in January of each year.

The cleaning of Maintenance employee uniforms shall be provided by the Agency.

Section 2. A complete set of hand tools is listed as follows:

1. Set of hammers
2. Set of wrenches, metric and standard
3. Set of sockets and ratchets, 1/4", 3/8", 1/2" drive
4. Volt meter
5. Pick set
6. Set of pliers
7. Set of screw drivers
8. Toolbox

A new hire employee may only receive a tool and shoe allowance if that employee has been employed by June 1 of the prior year and must maintain employment until June 1 of the year of receiving the tool and shoe allowance. If not, that employee will be subject to full reimbursement of allowances given by the Agency. The reimbursement will be withheld from the employee's final paycheck.

Article 33

Shop Overtime and Shift Differentials

Section 1. All shop employees scheduled to work on shifts beginning after 2:00 P.M. and prior to 5:00 A.M. shall receive an additional seventy five cents (\$.75) per hour over and above their regular hourly wage rate as covered by this Agreement. All shifts beginning after 7:30 P.M. shall receive an additional one dollar (\$1.00) per hour above their regular hourly wage rate as covered by this Agreement.

Section 2. All shop employees shall be paid one and one-half (1-1/2) times the base rate for all hours worked in excess of forty (40) hours in any one work week.

Section 3. In the event of a four (4) day, ten (10) hour per day work schedule, employees will be paid one and one-half (1-1/2) times the base rate for all hours in excess of forty (40) hours in any one work week.

Section 4. A monthly overtime list for shop employees will be posted at all times. Any employee who desires overtime must sign this list the first day of each month. The list will be organized by seniority within classification. When overtime becomes available within a classification, the highest ranking employee in that classification has first choice. If that employee declines the overtime that employee will be charged for those hours and will be rotated to the bottom of their classification. Once an employee has worked a total of eight (8) hours, that employee will be rotated to the bottom of their classification.

In the event a job needs to be completed, if it is reasonable to assume that the job can be completed not more than two (2) hours, the employee who is already working that job will be used.

In the event there is no one who desires overtime the Agency reserves the right to select an employee to work the necessary overtime.

Section 5. All shop employees shall be given a thirty (30) minute lunch break. Two (2) paid fifteen (15) minute breaks will be given. This applies to all shifts with the exception of the 4:00 A.M. to 12:00 P.M. shift, which will have only one (1) paid fifteen (15) minute break.

Section 6. The Agency shall provide accurate training for Maintenance Personnel for promotional advancement, including but not limited to computer-based, hands-on training, and video training.

II. ADDITIONAL GENERAL PROVISIONS

Article 34

Savings Bond – Payroll Deduction

Section 1. Any employee may elect to purchase a United States Savings Bond through payroll deduction. Employees must complete the Agency deduction authorization form in order to obtain a savings bond.

Article 35

Concluding General Provisions

Section 1. This Agreement shall be subject in all respects to all present and future applicable laws, statutes, ordinances, and regulations of the United States of America, State of Louisiana, and the City and/or Parish of East Baton Rouge. In the event that any part of this Agreement is or becomes null and void, the remaining portion shall remain in full force and effect.

Section 2. This Agreement terminates and renders inoperative all verbal and written agreements between the parties existing prior to the effective date of this Agreement.

Section 3. The waiver of any breach or condition of this Agreement by any party shall not constitute a precedent for any subsequent waiver of any breach or condition.

Section 4. Any and all agreements between the Union and Agency during the life of the contract shall be in writing signed by both parties, and all parties concerned shall be notified by posting of a bulletin within seventy-two (72) hours of said agreement.

Article 36

Health and Welfare Program

Section 1. The Agency agrees to pay sixty-seven percent (67%) of the monthly premium for each employee and his/her dependents for employees who elect to be covered by the group major medical insurance program. Employees shall pay thirty-three percent (33%), to be paid twice each month

Section 2. The Agency agrees to pay sixty-five percent (65%) of the monthly premium for each employee who elects to be covered by the group life insurance program.

The group life insurance program will provide the following coverage:

- All full-time employees actively at work, \$15,000 life insurance and \$15,000 accidental death insurance.

Section 3. The Agency agrees in the case of an employee who has an alcohol or drug problem not to discharge the employee provided the employee takes advantage of the Alcohol and Drug Abuse Program, prior to the Agency's knowledge of the problem. The employee is required to authorize release of all medical information to the Agency so that the Agency can evaluate their participation in the program. Any employee with this problem who fails to take advantage to the fullest shall be subject to discharge.

Section 4. The Agency and the Union agree to establish a Review Board whose responsibility shall be to review working conditions, absenteeism, tardiness, and other general personnel regulations. The Review Board shall be comprised of two (2) Union committeemen and two (2) Agency representatives. The Review Board will in no way restrict the Agency's right to manage.

Section 5. The Agency and the Union agree to establish a health and welfare board, the trustees of which shall have responsibility over the health and welfare program. The board shall be comprised of two (2) Agency representatives and two (2) Union members appointed by the Union president. Should the need arise to change the insurance provider, the new carrier shall be chosen by the Agency and the Union.

Section 6. The Agency shall provide, at no expense to employees, a felonious assault insurance policy providing a death benefit in the amount of \$100,000, provided that the Agency or the Union can locate such a policy and that the Agency's obligation shall be to contribute a sum not in excess of \$3.00 per employee per year.

Section 7. In the event the Affordable Care Act or any other law should apply to any program provided pursuant to this Article so as to subject the Agency or covered employees to a tax or penalty, then the Agency shall have the right to substitute any program, which shall not subject the Agency or covered employees to a tax or penalty.

Section 5 of this article shall apply to the selection of the substitute program.

Article 37

Pension Plan

Section 1. The parties shall continue the pension plan, established February 1, 1973, and acknowledge that upon the execution of the agreement for the period of January 1, 2004 through December 31, 2005, the contributions of both the Agency and the employees were changed so that for periods beginning with the execution of the agreement the Agency became obligated to contribute each pay period for the benefit of each employee eight percent (8%) of such employee's gross wages in such pay period and each employee became obligated to contribute each pay period seven percent (7%) of his/her gross wages in such pay period.

Section 2. The parties agree to continue a trust and maintain a trust to effectuate the establishment, financing, and maintenance of a pension program for the employees covered by this Agreement and for the duration thereof. The Agency and the Union shall require that their trustees to such trust, to the extent that they do so consistent with their fiduciary obligations, institute a deferred retirement option plan, commonly referred to as the drop plan.

Article 38

Review of Work Record

Section 1. Employees shall be allowed to review their work record every ninety (90) days.

Article 39

Non-Discrimination

Section 1. Nouns used herein referring to the singular or plural shall include the plural or singular, as appropriate, and pronouns used herein shall refer to both males and females.

Article 40

Personal Time

Section 1. All employees covered by this Agreement shall receive two (2) personal days per year for the duration of the Agreement. The personal days will be the employee's Birthday and one (1) floating holiday. The employee shall use the floating holiday as needed with proper notification to the Agency

Article 41

Duration of Agreement

Section 1. This Agreement shall be in effect for the term beginning _____, 2018, to and including December 31, 2020, and from year to year thereafter, except that at the expiration of the said term or of any renewal thereof, either party may terminate that Agreement by giving notice to the other party of its intention to terminate the Agreement or to negotiate changes in its provisions. Said notices shall be in writing and be delivered to the other party no more than ninety (90) and not less than sixty (60) days before the expiration of the Agreement or any renewal thereof. If such notice is given by either party, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new Agreement. Any pay increase and/or other financial benefit shall be computed beginning with the first day of the first full pay period after ratification of this Agreement by both parties.

Section 2. If no agreement shall have been reached by the parties within thirty (30) days after such notice (as per Section 1 above), the Federal Mediation and Conciliation Service shall be notified of the existence of a dispute, all as provided in sub-section (d) of Section 8 of the Labor-Management Relations Act of 1947.

Section 3. There shall be no lockout, strike, stoppage, or slowdown of work during the term of this Agreement specified in Section 1 above.

**SIGNATURE PAGE
LABOR AGREEMENT BETWEEN CAPITAL AREA TRANSIT SYSTEM
AND LOCAL UNION 1546 OF THE
AMALGAMATED TRANSIT UNION**

January 1, 2018 to December 31, 2020

EXECUTED by Capital Area Transit System this _____ day of June, 2018, at Baton Rouge, Louisiana.

**CAPITAL AREA TRANSIT SYSTEM
CAPITAL AREA TRANSIT SYSTEM
BOARD OF COMMISSIONERS**

Ratified on the _____ day of June, 2018.

BY: _____ CERTIFIED BY: _____
William Deville Amie McNaylor
CEO Assistant Secretary

EXECUTED by Local Union 1546, Amalgamated Transit Union this _____ day of June, 2018, at Baton Rouge, Louisiana.

LOCAL UNION 1546, AMALGAMATED TRANSIT UNION

Negotiating Committee

BY: _____ BY: _____
Alfred Weeden George Decuir
President Vice President

BY: _____ BY: _____
Emily L. Maten Kamesha Williams
Recording Secretary Financial Secretary

BY: _____
LaDonna Robertson
Executive Board for Operations

RATIFIED by the membership of Local Union 1546, Amalgamated Transit Union, the _____ day of June, 2018, at Baton Rouge, Louisiana.

CERTIFIED BY: _____
Recording Secretary

DRAFT