

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. 12,133

The following Ordinance was introduced by Mr./Ms. Harvey who moved for its adoption and was seconded by Mr./Mrs. Eerwack:

AN ORDINANCE ADOPTING A COLLECTIVE BARGAINING AGREEMENT FOR 2022-2025 BY AND BETWEEN THE CITY OF MONROE AND THE AMALGAMATED TRANSIT UNION LOCAL NO. 1160, AFL-CIO AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the contract between the Amalgamated Transit Union, Local No. 1160 expired and the parties have been working toward a new agreement; and

WHEREAS, the parties have reached an agreement, which is attached hereto.

NOW, THEREFORE BE IT ORDANED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the collective bargaining agreement for the years 2022-2025 be and is hereby adopted.

BE IT FURTHER ORDAINED that Mayor Friday Ellis be and is hereby authorized to enter into and execute said agreement.

ORDINANCE INTRODUCED on the 26th day of July, 2022.

NOTICE PUBLISHED on the 29th day of July, 2022.

This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES: Harvey, Eerwack, Marshall + Dawson

NAYS: none

ABSENT: Woods

And the Ordinance was declared ADOPTED on the 9th day of August 2022.

Kem Paus
CHAIRMAN

Carol S. Riley
CITY CLERK

Friday Ellis
MAYOR'S APPROVAL

MAYOR'S VETO

LABOR AGREEMENT

**MONROE TRANSIT SYSTEM
CITY OF MONROE**

AND

**AMALGAMATED TRANSIT UNION
LOCAL NO. 1160, AFL-CIO**

2022-2025

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LABOR AGREEMENT

This Agreement is made and entered into and executed, as of the date of the execution hereof by the last party signatory hereof, by and between CITY OF MONROE, LOUISIANA, hereinafter referred to as "EMPLOYER" and AMALGAMATED TRANSIT UNION, LOCAL NO. 1160, AFL-CIO, hereinafter referred to as "UNION, to-wit:

ARTICLE I **RECOGNITION**

The Employer recognizes the Union as the Collective Bargaining Representative of Monroe Transit System employees who are members of the Union, subject to the exceptions hereinafter stipulated.

The Employer stipulates that the recognition granted by this Article, and the representation of the Union, does not and shall not include management and/or supervisory employees, foremen, summer youth workers, part-time and/or seasonal employees who have worked less than three (3) consecutive months in the employ of the Department, clerical employees and/or any temporary employees of whatever nature.

Employer and Union understand, at times, Employer utilized temporary employees. Employer will endeavor to limit the use of temporary employees.

ARTICLE II **UNION-MANAGEMENT RELATIONS**

Collective Bargaining between the parties to this Agreement, with respect to matters involving wages, hours and working conditions, shall be conducted, as provided herein, by and between authorized representatives of the Employer and the Union. If negotiations, as a part of Collective Bargaining, are conducted during the working hours, employees involved in said negotiations will suffer no loss of time.

The Administration shall appoint in writing a representative for the employer for purposes of negotiations and no transit union official or transit employee shall attempt to negotiate any changes to the then existing union agreement without a prior meeting with the employer's approved representative which shall be noted in writing by the employer's representative. Any deviation from this provision shall be deemed a violation of the agreement.

Agreement reached between parties to this Agreement shall become effective only when reduced to writing, approved by the City Council and when signed by the authorized representative or representatives of the Employer, the President of Local 1160, and the Vice President of Local 1160.

The City and/or its representatives may establish, implement, and enforce reasonable rules and regulations at any time so long as such rules or regulations are not in conflict with any specific provisions of this Agreement unless the implementation or enforcement of such rule or regulation is required to ensure compliance with Federal, State, or local laws. Before implementation of any new or revised work rule or

regulation the City and/or its representatives shall give written notice to the Union at least fourteen days. Prior to the effective date of such rule or regulation, the City and/or its representatives will post a copy and will provide a copy of the rule to the Union. The City and/or its representatives will meet with the Union to discuss the rule, if requested. The City and/or its representatives will provide each employee with a copy of the City and/or its representatives Rules and Regulations and will maintain a complete set of its Rules and Regulations for review by Operators.

ARTICLE III MANAGEMENT RIGHTS

Employer, the City of Monroe, specifically reserves unto itself any rights of management inherent to its position as Employer, which have not been modified or abrogated herein or hereby. Provided that nothing in this article is meant or intended to interfere with collective bargaining rights and procedures or grievance procedures which are contained in this Agreement. Without in any way limiting this reservation of rights, the Employer specifically stipulates the following areas in which it reserves all of its rights of management:

1. To manage, operate, conduct, and control its operation.
2. To direct its work force.
3. To establish rules and regulations which are not contrary to or in conflict with this Agreement.
4. To establish rules, regulations and instructions deemed necessary for the safe, proper, and sound conduct of the operation.
5. To hire, promote, classify, transfer, assign, retain, suspend, demote and/or to discharge or take disciplinary action against any employee for just cause.
6. To relieve any employee from duty or from work, because of a lack of work, or for any other legitimate reason.
7. To take and accomplish any and all steps and actions necessary to maintain the efficiency of its governmental operation.
8. To determine and employ the methods, means and utilization of personnel by which its operations are to be conducted.
9. To take any and all actions which may be necessary to carry out its obligations and responsibilities of governmental operation in situations of emergency.

ARTICLE IV SENIORITY

Seniority, for purposes of this Agreement, is defined as the continuously paid service of an employee with the Monroe Transit System of the City of Monroe.

All employees shall be governed by job classification seniority for bids and vacations in their respective departments. It is further understood that if an employee moves from one job classification to another, he shall not carry his seniority to that job classification, but shall take his place at the bottom of the seniority list in the new job classification. An employee who moves from one job classification to another job classification with or without a personnel status change and does not return to his/her previous job classification for a period of six (6) months and one (1) day or greater shall be placed at the bottom of the seniority of that previous job classification should they return to that previous job classification. Seniority lists for full-time and part-time employees shall be separate.

A break of continuity in an employee's continuously paid service, either through resignation, termination, or discharge, shall cause a loss of seniority by such employee, if he or she shall be re-employed by the City of Monroe. In such event, seniority shall date from the latest date of continuous service since the most recent date of hiring or rehiring. It is stipulated that periods of absence due solely to disability resulting from a compensable, work-related injury or illness shall not constitute a break in continuously paid service, as referred to herein.

An employee who is terminated but reinstated through grievance procedures made between the union and management shall not lose their seniority.

In all matters involving promotion and/or demotion, the factor of seniority, as defined herein, will be given proper consideration by the Employer, the relative abilities, job conduct, job performance and potential of the employee or employees involved being taken into consideration.

ARTICLE V **GRIEVANCE PROCEDURE**

Any employee covered by this Agreement who has a complaint hereunder shall submit the same to his immediate supervisor, and if the complaint is not settled to the satisfaction of the employee by his immediate supervisor, it shall be known as a grievance.

Grievances shall be handled under the following steps:

Step 1. The employee shall within a period of five (5) working days from the time of the act or omission which gave rise to the grievance submit same to the General Manager. The General Manager shall have a period of five (5) working days from the time of the submission of the written grievance to him, within which to schedule a grievance hearing if a hearing is requested by Employee or desired by General Manager. If a grievance hearing is not requested by Employee or General Manager, the General Manager shall have a period of five (5) working days to respond to the written grievance. If a grievance hearing is requested by the Employee or General Manager, the General Manager shall have a period of five (5) working days to respond to the grievance from the date of the grievance hearing. The General Manager shall state upon the grievance form his disposition of the grievance and sign his name thereto. For the purpose of this Step 1 of this Article only, "working days" shall be interpreted as meaning the weekdays of Monday through Friday, inclusive. Days in which Employee is not scheduled to work or is on sick leave or vacation leave do not count as a working day. In the event a grievance is filed by a terminated employee, the outcome letter will be

mailed to the employee at his/her last known address and shall be postmarked no later than the fifth working day.

If the employee is not satisfied, then:

Step 2. Within five (5) working days from the date of the answer of the General Manager, the grievance shall be submitted in writing to the Director of Public Works Department of the City of Monroe, under whose jurisdiction and control of Monroe Transit System is placed by the City Charter. The Director of Public Works shall schedule a grievance hearing within five (5) working days from receipt of the Step II grievance. The Director of Public Works shall have a period of five (5) working days to respond in writing from the date of the grievance hearing. The decision of the Director of the Public Works Department on the grievance shall be final, subject only to the exception noted below. "Working days" shall be interpreted as meaning the weekdays of Monday through Friday, inclusive. Days in which employee is not scheduled to work or is on sick leave or vacation leave do not count as a working day. In the event a grievance is filed by a terminated employee, the outcome letter will be mailed to the employee at his/her last known address and shall be postmarked no later than the fifth working day.

*No more than two (2) representatives may be present at the meetings held under all steps of the grievance procedure. Any request made by the employee for a meeting during any step of the grievance process shall be granted.

In the event the City and/or its representatives and the Union do not resolve the Grievance in Step 2, the City and/or its representatives and the Union may by mutual agreement, refer the matter to mediation, utilizing the services of the Federal Mediation and Conciliation Service (FMCS). The parties agree to abide by the FMCS rules. It is understood that the mediation process is to be expedited and at any time during the mediation process either the Company or the Union may declare the process closed.

If the grievance remains unresolved, the Union may refer the Grievance to arbitration by written notice to the City Attorney of the City of Monroe within 15 (fifteen) working days following the date of receipt of the director of Public works Department of the City of Monroe's response in Step 2 or the date of mediation.

After a demand for arbitration has been made, the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) names of impartial Arbitrators in the region nearest to the City and/or its representative premises. No "FMCS Priority appointments" are permitted. The City and/or its representatives and the Union shall, alternately strike names from the list until only one (1) name remains, and a toss of the coin shall determine who strikes first. The remaining Arbitrator shall act as the impartial Arbitrator who shall hear and decide the issue.

The Grievance Procedure outlined hereinabove is not intended to infringe upon or abrogate the privilege or right of Arbitration provided for in the Agreement entered into by and between the parties hereto pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.

ARTICLE VI
NO STRIKE NO LOCKOUT

During the period of this Agreement the Union agrees that there shall be no strike, slowdown, and walkout, refusal to report to work or other interruption or stoppage of work by the Union or any of its members.

During the period of this Agreement, the Employer agrees that there shall be no lockout by the Employer of any employee covered hereby.

ARTICLE VII
HOLIDAYS

All full-time employees covered by this Agreement shall receive the following paid holidays during each calendar year of the term of this Agreement.

New Year Day
Good Friday
Memorial Day
Juneteenth
Fourth of July
Veterans Day
Labor Day
Thanksgiving Day
Christmas Day
Martin Luther King Day
Employee's Birthday*

*Employees shall have the option of taking their Birthday off within 6 months.

If any of the above listed holidays shall fall on a Sunday, the following Monday shall be observed as a holiday. In the event that management decides to provide service on Good Friday, Veterans Day, Labor Day or Memorial Day, employees will be given the opportunity to sign up to work the holiday and will be paid following the below schedule. A holiday schedule will be posted, and employees may volunteer to work based upon seniority. Any shifts not covered by volunteers will be filled by the least senior operators until all shifts are covered.

Each employee shall be paid eight (8) hours of straight time for the holidays listed above; provided, however that any employee whose regular work day is greater than eight (8) hours shall be paid the number of hours in his regular workday up to a maximum of ten (10) hours for the holiday to ensure a minimum of forty (40) hours for that work week.

Should operational requirements result in an employee being required to work on his/her birthday, designated hereinabove as a paid holiday, he/she shall be paid for all hours worked on said day at regular rate. Employee's birthday in such instance shall not be considered as his/her holiday and he/she shall be allowed to take a paid holiday in lieu of his/her birthday, upon reasonable notice to the Superintendent of the Department, at any time within the 12-month period immediately following. For these purposes, the parties hereto agree that operational requirements of the Department must be taken into consideration in the taking and selection of date for this alternate holiday. Further, the parties agree that any notice on the

part of the employee involved of more than seven (7) calendar days shall be considered reasonable for these purposes.

An employee who is required to work on any other of the above designated holidays shall receive his holiday pay as set forth above and, in addition, shall be paid for all hours worked on said holidays at a rate one and a half times their hourly rate. For all hours worked in excess of eight (8) hours, a rate of three times (3) their current hourly rate of pay shall be used.

The following provisions shall determine an employee's eligibility for holiday pay:

1. To be considered eligible for holiday pay for the holidays in question, an employee shall have been in the service of the Employer for at least ninety (90) consecutive days.
2. If an employee is scheduled to work on any such holiday and fails to report to work without justifiable cause, he/she will not receive such holiday pay.
3. There will not be hiring of a substitute worker instead of regular employees for holidays occurring on a regular workday. Any regular employee must be given the option of work.
4. If any employee is not scheduled to work on any such holiday, he/she shall, nevertheless, not receive pay for such holiday, if employee fails to report for work without justifiable cause on the one (1) scheduled workday immediately preceding and the one (1) scheduled workday immediately following any such holiday.
5. When one or more holidays fall on a full-time employee's regular day off, his/her holiday shall be the closest regularly scheduled workday preceding or following the legal holiday, as designated by the Employer.

In the event that the Mayor shall grant an additional holiday to City employees, said additional holiday shall also be given to all full-time employees covered by this Agreement, subject to the following restrictions: if the additional holiday is on a day upon which the Bus Department provides needed service to the general public, said employees of the Bus Department shall work on the said additional holiday, but will be able to the day off at a later date based upon the needs of the Bus Department, provided the day be taken within the next six (6) months.

ARTICLE VIII **HOURS OF WORK AND OVERTIME**

The departmental work week is defined as the seven (7) successive day calendar period beginning at 12:01 a.m. on Monday and ending 12:00 o'clock midnight on the following Sunday.

Employees shall be paid at the rate of time and one-half their normal hourly rate for all hours worked in excess of forty (40) hours in any one work week.

When an employee receives pay for time not worked, neither the time during which such employee is off, nor the pay which he/she receive, shall be considered for the purpose of computing overtime, nor shall the Employer credit such pay against any statutory overtime. However, for the purposes of computing overtime, all holiday hours (worked) for which an employee is compensated, shall be regarded as hours worked. It is mutually understood and agreed that the overtime provisions of this Agreement cover all overtime payments to which an employee is entitled, whether by agreement or statute or both that such overtime shall be paid as provided herein and that there shall not be any pyramiding of overtime and/or premium pay.

Regularly scheduled runs shall be for a minimum of eight (8) hours and, as far as it is practical, for a maximum of ten (10) hours. As far as is practical, all runs will be completed within twelve (12) consecutive hours.

In like manner, total runs for each operator, as far as is practical, will involve not less than forty (40) hours, nor more than fifty (50) hours in any given work week.

When an Operator or mechanic is required to double over at the end of his/her regular run or shift, he/she shall be notified at least thirty minutes (30) prior to the end of his/her run or shift, before his/her relief is due. If he/she is not so notified and is required to double over without the required notice, he/she shall be paid double time for all hours over his/her regular schedule.

An employee assigned or scheduled to work on extra work will receive a minimum of two (2) hours straight time pay.

Each regular employee shall have a five (5) day work week with two (2) days off each week, with said days to run consecutively, if at all possible.

Extra-board operators shall have a six (6) day work week.

Any regular full- time employee assigned or scheduled to work on his/her day off shall be paid one and one-half (1 1/2) times his/her regular hourly rate for all hours worked on that day. Any employee who is required to work on Sunday shall be paid at the differential rate of .70 cents above his/her regular hourly rate of pay.

Operators, Maintenance Workers, and Customer Service Representatives working the evening shift, from 6:45 pm until 10:30 pm will be paid at the differential rate of .35 cents above his/her regular hourly rate of pay.

TEMPORARY EMPLOYEE PROVISION

The Employer may hire no more than four (4) temporary employees as Operators and no more than three (3) temporary employees in the Maintenance Department.

Temporary employees assigned as Operators shall work no more than 40 hours per week unless there are insufficient employee available to maintain minimum levels of service and a full-time employee is not available or does not volunteer to perform such work.

Temporary employees assigned as Operators will not be assigned to a straight assignment unless a

full-time employee is not available or does not volunteer to perform such work.

Full-time Operators will be given preference for extra, available work after all runs are assigned, and a temporary employee shall only be used if a full-time employee is not available or does not volunteer to perform such work.

Temporary employees will not participate in the quarterly run bid.

Temporary employees are not qualified for Employer benefits (i.e.: pension, health insurance, etc.)

No temporary Operator shall remain a temporary Operator working at the Transit System for a period of longer than seven (7) months without being extended an offer of full-time employment.

OPERATOR TRAINING

Operators, at any time training new operators, shall be paid one dollar (\$1.00) more per hour than his/her regular hourly rate of pay. Training pay shall commence when a trainee boards the bus with a veteran operator and such training has been approved in advance, in writing by the transit supervisors.

**ARTICLE IX
SAFETY AND HEALTH**

Both parties to this Agreement hold themselves responsible and agree to assist in the enforcement of appropriate safety rules and regulations, both statutory and as set forth and established by the Employer.

The Employer shall make all reasonable provisions for the safety and health of its employees during hours of employment.

It is understood that the individual employee has personal responsibility with regard to preventing accidents to himself/herself or his/her fellow employees during the hours of his employment.

Nothing herein contained shall relieve any operator or employee from the responsibility of properly safeguarding and/or protecting equipment entrusted to him/her for his/her use or operation.

**ARTICLE X
WAGES AND RATES**

It is mutually agreed that the rates of pay applicable to the job classification listed herein below, from the employees covered hereby, are fair and satisfactory and that same will be effective from the date of execution of this Agreement and that the same will prevail during the effective term of this Agreement.

OPERATOR

Length of Service	Year 1 Hourly Rate	Year 2 Hourly Rate	Year3 Hourly Rate
Zero to One Year	\$15.42	\$15.73	\$16.04
One year and above	\$17.63	\$17.98	\$18.34

MAINTENANCE

Position	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
Mechanic I	\$19.82	\$20.22	\$20.62
Mechanic II	\$18.73	\$19.10	\$19.48
Mechanic's Helper	\$17.47	\$17.82	\$18.18
Service Employees	\$15.27	\$15.58	\$15.89

CUSTOMER SERVICE WORKER

Position	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
Customer Service Worker	\$12.46	\$12.71	\$12.96

Employees employed on or before December 31, 2004, shall receive additional salary due to the change in the way the employee portion of the pension payments are made that went into effect city-wide on January 1, 2005, as per attachment 1. Said employees shall receive a one-time salary increase of 9.25% of their base pay rate on December 31, 2004. This increase will be paid in addition to the hourly rates listed above as long as the employee remains in the continuous employment of the City but will remain constant despite any step increases or base hourly rate increases.

In the event that the City returns to the previous procedure whereby the City pays the employee portion of the retirement contributions or any part thereof, this additional salary payment shall cease.

During the Covid-19 public health emergency, Transit employees performed essential work and faced elevated health risks while assisting and transporting the public; therefore, these essential employees will receive a one-time payment of \$1,500 from available federal funds. This payment shall be made no later than thirty (30) days after execution of this Agreement. To be eligible for this payment, the employee must (1) be a current employee; (2) have worked at the Monroe Transit system during the time period of March 2020-March 16, 2022; and (3) have been an essential employee performing an essential service.

ARTICLE XI

SICK LEAVE AND ABSENCES DUE TO ILLNESS

Section 1. Allowance

Any full-time employee contracting or incurring any non-service-connected sickness or disability, which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay.

Full-time employees shall be eligible for sick leave after ninety (90) days service with the Employer.

Full-time employees shall be allowed one (1) day sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for fifty (50) or more hours of work

Employee may convert two (2) sick days to personal days per calendar year.

Section 2: Accumulation

Full-time employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer. Sick leave may be accumulated up to a maximum of (120) days).

Section 3: Unused

Employees shall be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment as a result of voluntary resignation, discharge, retirement, or death. In the event of death, payment is to be made to the estate of the employee.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

Section 4: When Taken

When an employee finds it necessary to be absent for any of the reasons specified herein, he/she shall cause the facts to be reported to his/her department head thirty (30) minutes prior to the regular time for reporting to work.

An employee must keep his department head informed of his/her condition if the absence is more than three (3) days duration. An employee may be required to submit a medical certificate for any absence after the third (3rd) day in one usage.

Employees with an unacceptable attendance record must support any sick leave with an appropriate certification or verification by a local physician.

The initial determination of "acceptable" or "unacceptable" attendance record shall be made by the General Manager. When an employee's attendance record becomes "unacceptable," Employer shall notify both the employee and the Union. Any dispute over such classification shall be handled through the Grievance Procedure in Article V, herein.

After an employee has banked twelve (12) unused sick days, he/she has the option to either continue accruing such time or receiving in cash in December on a 1 to 2 ratio in accordance with the City's policy, all time which he/she elects to cash in for accumulated sick leave over twelve (12) days he/she must keep banked at all times.

An employee who completes ninety (90) calendar days without a chargeable absence occurrence under this policy shall have the absence occurrence that has been on his/her record the longest removed.

ARTICLE XII
JURY DUTY

When an employee is required to be absent from work because of Jury Duty, the employee shall be compensated for all hours lost at his/her regular straight time rate of pay.

Proof of the reason for and duration of said absence may be required

ARTICLE XIII
MATERNITY LEAVE

Maternity leave herein shall be governed by the general City policy.

ARTICLE XIV
FUNERAL LEAVE

In case of a death in an employee's family, the Employer will grant the employee time off with pay as follows:

Three (3) days- Current spouse, mother, father, children, brother, sister, grandparents.

Two (2) days - Current father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, uncle and/or aunt.

In situations where unusually long travel time is involved in connection with funerals of members of an employee's family, and employee may apply, in exceptional circumstances, for additional unpaid funeral leave, not to exceed a total of five (5) days. Such applications shall be made by the employee to his General Manager. If an employee shall be granted a leave of absence under this provision and fails to return to work as scheduled, he/she may be considered to have voluntarily terminated his employment, unless prior approval, for good cause, has been obtained from Employer.

ARTICLE XV
LEAVE OF ABSENCE

Section 1. Extended Leave of Absence

For good and sufficient reason shown, within the discretion of Employer, an employee may request and be granted a leave of absence without pay for causes other than sickness, or other causes covered by this Agreement. The granting of such a leave of absence shall be within the discretion of the Employer and shall not exceed a period of thirty (30) days. If an employee shall be granted a leave of absence under this provision and fails to return to work as scheduled, he/she will be considered to have voluntarily quit his employment, unless prior approval, for good cause, has been obtained from Employer.

Section 2. Union Conventions

Employer agrees that an employee covered by this Agreement, when elected to and serving in an office of the President, Vice-President, and/or a designee within the local Union organization, may be granted a maximum of thirty (30) days per calendar year (collectively) as paid leave for the purpose of attending Union conventions, Union conferences, and/or Union caucuses. No more than two (2) employees

may use this leave at the same time.

However, in order to be awarded such time as paid leave, the elected union official must provide proof of the date and place of such participation to management within three days of the end of his/her attendance at such union organization event. Operational requirements are recognized by both parties and therefore any leave must be pre-approved by management. All such leave shall be requested two weeks prior to any Union convention, Union conference, and/or Union caucus start date.

ARTICLE XVI
VACATIONS

All fulltime employees shall be granted paid vacation time, with the right to draw normal straight time pay for the appropriate number of workdays, according to or based upon each employee's length of continuously paid service completed, as per the following schedule:

YEARS OF SERVICE	VACATION TIME
1 - 4 years	10 days
5 - 9 years	15 days
10 - 14 years	20 days
15 years	21 days
16 years	22 days
17 years	23 days
18 years	24 days
19 years or more	25 days

An employee may accrue up to nine hundred sixty (960) hours of earned vacation time and will be paid for all accrued vacation time, which has not been used, at time of retirement, separation, or death. All earned vacation accrued in excess of 960 hours must be taken during the year in which the vacation time accrued, or it will be lost. Should any employee of the City of Monroe be allowed to accrue more than 960 hours, the employees covered by this agreement shall be allowed the maximum allowed to be accumulated by any other city employee.

Holidays occurring during an employee's vacation shall not be charged against said vacation time, if said holidays fall within the employee's regular scheduled work week.

A vacation list will be posted by the fifteenth of December of each year, upon which each employee will note his/her preference or selection of vacation periods for which he/she is eligible. Each operator shall be allowed to split his/her vacation entitlement, if desired. Insofar, as requirements of efficient operation will allow, Employer will consider the seniority of each employee in allotting particular vacation requests, should conflicts of dates occur. Employees who have exhausted their sick leave may use vacation in lieu of sick leave with a doctor's excuse. The Employer may require a doctor's excuse in such a situation.

ARTICLE XVII
POSITION VACANCIES, REDUCTION IN FORCE, SEVERANCE PAY

Section 1. Position Vacancies

All new or vacant positions covered by this agreement shall be filled by the following procedure, to wit:

1. Any vacant position shall be posted and open to all internal applicants for a minimum period of five days.
2. After five days, if no internal candidate deemed qualified at management's sole discretion is hired; the position will open to external candidates.
3. In the event that there are multiple positions available, or an additional position becomes available within 30 days upon the first posting, the original job posting will serve as notice for the additional position.
4. All vacancies will remain posted until the job position has been filled or closed.

Section 2. Reduction in Force

Any reduction in force shall be accomplished by layoff or termination of the least senior employee in the job classification suffering a reduction as defined by city job code number. No bumping of employees shall be allowed in any position covered by this agreement, either within the Monroe Transit System or from other employees within the City.

Section 3. Severance Pay

Should it ever be necessary for the Employer to discharge an employee in connection with a program of a permanent reduction in force or layoff, all affected employees shall be entitled to at least two weeks' notice or two weeks, severance pay, in the event notice is not practical or possible, at the option of the Employer.

No severance pay and no established period of notice shall be required in connection with any temporary layoff or reduction in force. However, should a layoff or reduction in force begin as temporary and continue for more than one year, it shall be considered as permanent, and affected employees shall be entitled, under such circumstances, to payment of the equivalent of two weeks regular, straight time pay, as severance pay.

The provisions of this Article are not intended by the parties hereto as infringing upon or abrogating rights accorded either the parties hereto or employees under the Agreement entered into by and between the parties hereto, pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.

ARTICLE XVIII
DUES DEDUCTION AUTHORIZATION

The Employer agrees to honor requests from employees covered hereby, properly submitted and in a form acceptable to the Employer, for periodic deduction of actual amounts of membership dues which

may be appropriate as a result of the membership of any employee in the Union. Such request or authorization shall be subject to cancellation by the employee submitting same, by the giving of not less than two (2) weeks' notice to the Employer.

Payment of dues to the Union is not and shall never be deemed a condition of employment, nor shall the giving of authorization for the deduction by the Employer of Union dues or the continuation thereof, is considered as a condition of employment.

ARTICLE XIX **EMPLOYMENT CONDITIONS**

Section 1. Bidding of Runs

Operators will be permitted to choose their runs consistent with Article IV, Seniority. Bid for both operators and shop shall be posted December 1, April 1, and August 1 each year with bids to be announced and changeovers made on the last day of the month. Any full-time bus operator absent from work for an entire run (4-month period) will not be included on the next (new) run pick, unless the employee returns to full duty or presents a doctor's release before the new run pick begins. That operator will be placed on the Extra Board until the next run pick.

Any regular run or shop shift that becomes available will be posted for bids within three (3) days. Any regular run that becomes open for two (2) weeks or more due to illness, vacation, or employee departure will be filled by the Extra Board by seniority. If not selected by the senior person, the operator at the bottom of the Extra Board will have to fill that run until the regular operator returns, or a general markup is held, whichever event shall occur first. Any major change in routing scheduling or time paid of any regular run shall be cause for same to be put up for bid within three (3) days. The posting will close within five (5) days after the bid list has been posted and shall not rebid except for special circumstances as referred to in this Section.

Section 2. Medical Examination

All operators shall be required to have medical examination once each year as required by Employer. Operators shall be paid for the time required for the medical examination at their regular rate of pay, at a minimum of forty-five (45) minutes per examination. Any operator or operators failing to pass this examination made by the Employer examiner shall not be disqualified for service until examined by two (2) doctors. One doctor to be selected by the Union. Union shall pay its examiner. If after the above examination, any disqualifications are found and such conditions can be corrected by treatment, the employee, may, if his physical condition permits, continue in the service. If the employee is unable to work while undergoing treatment, he will be permitted to resume his services upon release by the attending physician.

Section 3. Transfer

It is agreed that no employee shall be transferred from one Department to another unless with the approval of both the Departments involved.

If an employee is appointed to a supervisory position, he/she shall retain his/her seniority rights up to six months and one day but, after promotion or transfer to the supervisory position, will not be a member

of the Bargaining Unit and will no longer be covered by this Agreement, so long as he/she remains a supervisory employee.

Section 4. Uniform

All employees, at the completion of their probationary period, will receive a \$400.00 uniform credit at an Employer-specified vendor. Thereafter, employees will receive an annual uniform credit of \$400 each fiscal year. The uniform credit shall be used towards uniform purchases from a vendor approved and selected by Employer according to specifications set by Employee. Until a vendor is selected by Employer, the Union and Employer agree that the uniform provisions of the 2015-2017 Labor Agreement shall remain in effect concerning the purchase of uniforms.

In the event that an employee wishes to purchase a uniform or parts of a uniform from a vendor other than the Employer's selected vendor after a vendor is selected, the employee may only do so with the written approval of Employer prior to purchasing the uniform. The circumstances where an employee may be allowed to use an alternate vendor are at the discretion of Employer and shall be limited to situations where the uniform or parts of the uniform are not available to the employee from the selected vendor (example: the selected vendor does not maintain the uniform in the employee's size). In those circumstances, the Employee and Employer shall make arrangements for the purchase of the uniform or parts of the uniform. In no instance shall the purchase exceed the amount of the annual credit available to the Employee.

All employees are required to wear their uniforms neatly and with proper accessories while on duty. Optional Union patches may be displayed on the left sleeve of the uniform shirt and jacket but must be pre-approved by Employer.

The Union and Employer agree that the Employer may, within its discretion, provide employees with additional, optional uniform items, such as shirts, and may allow for the optional wearing of certain attire upon specified terms. The uniform requirements not outlined herein, including the wearing of optional attire, will be outlined in the uniform policy. The uniform policy shall be negotiated between the Employer and Union.

All logos, patches and company emblems are the sole discretion of the Employer and will be supplied to the employees at the Employer's cost and are the property of the Employer.

All employees shall receive a jacket every four (4) years, in addition to the annual uniform allowance.

Summer and winter uniforms shall consist of long sleeve or short sleeve shirts. Neckties are optional.

Section 5. Heat-Cool Cushions

There shall be sufficient heat provided for all operators on all buses during cold weather. A cool cushion shall be issued by the Department to each operator, who shall be responsible for same subject to normal use and wear. If the cool cushion issued to an operator should be lost, misplaced, or destroyed or damaged through neglect or misuse, the replacement thereof shall be the responsibility of the operator in question. When a cool cushion shall become unserviceable or unfit for further use simply by virtue of normal wear and use, it will be turned into the Department and replaced at no cost to the operator.

Section 6. Probationary Employees

Each new employee hired by the Employer shall be considered as a Probationary Employee for the first ninety (90) calendar days of his/her employment. Thereafter, if said employee is retained by Employer, his/her length of service for all purposes shall date back to the date of his original hiring. Probationary periods maybe extended by the Employer if circumstances warrant such extension.

Probationary employees shall not be covered by this Agreement.

Section 7. Commercial Driver's License

All bus operators and maintenance personnel must have or obtain a minimum CDL Class B with Passenger endorsement within 89 days of employment. The Employer shall pay license renewal fees as required but will not pay for initial license of employees not possessing required licenses upon hiring.

Section 8. Tool Allowance

All mechanics shall receive an annual tool allowance of \$400.00, provided the tools are relevant to working at Monroe Transit, and verified by receipts within thirty (30) days of check issuance. The Monroe Transit General Manager, or his designee, will determine the relevancy of tools.

**ARTICLE XX
MISSOUTS. SUSPENSIONS. DISMISSAL**

Section 1, Missout

Employees arriving five (5) minutes or more late for work will be given a miss out and will not be allowed to drive their regularly scheduled run for that day unless no extra board operator is available.

Employees arriving four (4) minutes late for work will be given a late report and will be allowed to drive their regularly scheduled run for that day.

Disciplinary action for late reports and missouts is as follows:

LATE REPORTS

Offense

Action to be taken

2 Late Reports

1 Missout

MISSOUTS

Offense

Action to be taken

1 miss out in any 180-day period

Written Warning

2 miss outs in any 180-day period

3 day working penalty

3 miss outs in any 180-day period

5 day working penalty

4 miss outs in any 180-day period

Termination

An employee serving a suspension and called back to work before said suspension has expired shall be considered as having served his/her full time.

Section 2. Dismissal

The Employer agrees that it will act in good faith in the dismissal of any employee. The Employer agrees to notify the Union President or his/her duly appointed representative within two (2) days after the dismissal of any employee covered by this Agreement. Should the Union present a grievance in connection with a dismissal the dismissal shall be reviewed under the terms of the Grievance Procedure as specified in Article V of this Agreement. The only exception to the notification provisions of this shall be that when an employee absents himself/herself without explanation for two consecutive working days, the Employer, at its option may terminate the said employee with simultaneous notice to the Union.

Section 3. Timing of Disciplinary Action

Any pre-disciplinary letter shall be issued no later than the end of employee's fifth working day following the incident leading to said possible disciplinary action, or following the Department's knowledge of same, whichever is the latter. The employee may be represented by no more than two (2) representatives at the pre-disciplinary hearing. A determination letter shall be issued within ten (10) working days following the pre-disciplinary hearing.

“Working days” shall be interpreted as meaning the weekdays of Monday through Friday, inclusive. Days in which employee is not scheduled to work, on sick leave or vacation leave do not count as a working day.

A Waiver of Representation in the form presented on May 22, 2019, will be attached each pre-disciplinary letter of an employee covered by this Agreement.

**ARTICLE XXI
EXTRA BOARD**

The Employer agrees to maintain at least four (4) extra board operators, but not more than twelve (12) on the Extra Board. Extra Board will be guaranteed forty hours (40) per week provided they make all reports.

The purpose of this Extra Board is to provide for replacement operators, in cases of absence of regular operators during periods of vacation, illness or leave.

All time for the Extra Board operators will be divided among the personnel involved as equally as possible over each pay period provided the employee does not request any time off.

Any time off scheduled solely by the Employer shall not be considered requested time off for the purposes of this article.

**ARTICLE XXII
MISCELLANEOUS**

SECTION 1. MILITARY LEAVE

A military leave of absence will be granted to employees who are unable to attend work due to service in the U. S. uniformed services in accordance with the Uniformed Services Employment and

Reemployment Rights Act (USERRA) or as otherwise required under applicable state law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Military leaves of absence longer than two weeks will be unpaid according to applicable law; however, employees may use any available paid time off for the absence.

SECTION 2. SEVERABILITY AND SAVINGS CLAUSE

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon insurance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or Portion thereof.

ARTICLE XXIII GENERAL PROVISIONS

Pledge Against Discrimination and Coercion

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religions color, sex, sexual orientation, age, national origin, handicapping conditions, veteran status, marital status, or political affiliations. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or any other cause.

The Union assures that under its Non-Discrimination policy that no person represented under the provisions of this Agreement shall on the ground of race, religion, color, sex, age, national origin, sexual orientation, disability, veteran status, marital status, or political affiliations be excluded from participation in, be denied the benefits or, be subjected to discrimination under any of its programs or activities.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interferences, restraint, or coercing.

ARTICLE XXIV TRAINING

Monroe Transit System will establish and maintain a training program for all operators, maintenance personnel, and CSR's. This program will be updated and modified as needed.

ARTICLE XXV
EFFECTIVE DATE, CHANGES

RENEWAL AND/OR TERMINATION

The effective date of this Agreement shall be July _____, 2022.

This Agreement shall remain in effect through December 31, 2025. At the end of said term, either party hereto may terminate this Agreement, by giving notice to the other in writing, notice to the Union to be given to the President of Local 1160 and notice to the Employer to be given to the Mayor of the City of Monroe. Notice of termination, when appropriate, shall be furnished not less than sixty (60) days prior to the normal termination date as provided herein.

Should either party to the Agreement wish to initiate or effect, through Collective Bargaining negotiations, any changes, or additions to this Agreement, notice thereof, to include the general substance of the changes and/or additions desired, shall be given to the representatives of the parties named hereinabove, at least thirty (30) days prior to the normal termination date of this Agreement. In the event of giving and/or receipt of such notice of requested changes and/or additions, the parties hereto shall forthwith seek establishment of a meeting between representatives of the parties for purposes of initiating Collective Bargaining negotiations. The terms of this agreement will be automatically renewed for an additional period of one year.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto in duplicate original, each of equal dignity and effect, on the day and date indicated.

**AMAGAMATED TRANSIT UNION,
LOCAL DIVISION NO. 1160**

**CITY OF MONROE,
LOUISIANA**

President, Local 1160
Monroe, Louisiana

Friday Ellis
Mayor

Vice President, Local 1160
Monroe, Louisiana

ARTICLE XXV
EFFECTIVE DATE, CHANGES

RENEWAL AND/OR TERMINATION

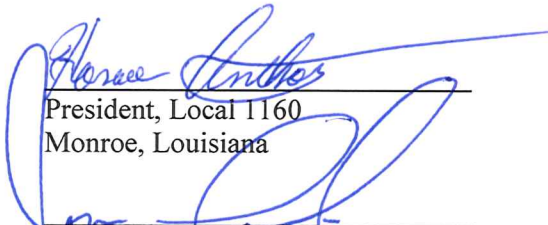
The effective date of this Agreement shall be July ^{August} 14, 2022.

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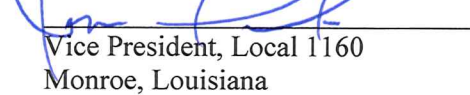
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**AMAGAMATED TRANSIT UNION,
LOCAL DIVISION NO. 1160**




President, Local 1160
Monroe, Louisiana



Vice President, Local 1160
Monroe, Louisiana

**CITY OF MONROE,
LOUISIANA**



Friday Ellis
Mayor