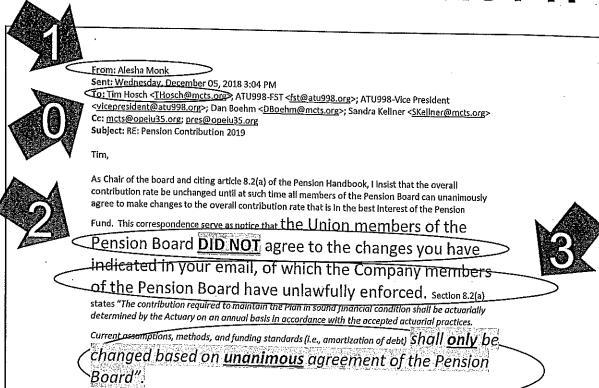
ITS OUR PENSION WE HAVE TO PROTECT IT

5 Macon



Thank you,

Alesha

0. Tim Hosch, MTS CFO.

Tim is the Financial Secretary of the pension board.

1. Alesha Monk, MTS employee.

Alesha is the CHAIR of the pension board.

The "Pension Board" consisting of three company and three union for a board of (6) six. DID NOT agree to change the contribution amount.

3. The company is unlawfully implementing a reduction to the contribution amount to the pension (our pension

is in debt).

4. The motion to reduce the pension contribution ended with a **deadlock** vote not unanimous agreement.

OPEIU 35 and ATU 998 pension board members/fiduciaries are only interested in getting the pension out of debt.

The company will realize near \$2.8 million budgetary gain while cutting routes, union jobs, etc.

We as the employees and beneficiaries of the pension will notice \$13.20 per week as we watch our pension debt increase.

Milwaukee County Transit System Inter-Office Communication

To:

James Macon, President, ATU

Michael Bautch, Vice President, ATU

Mike Brown and Richard Olson (stewards)

From:

Tom Winter, Director of Schedule and Planning

Jeff Sponcia, Manager of Planning

Subject:

MCTS NEXT – Comments from ATU / Stewards

Date:

March 7, 2019

CC:

Nate Holton, Emmett Nash, Mick Jarvis

Attendees:

ATU - James Macon, Mike Bautch, Mike Brown, Richard Olson MCTS – Tom Winter, Jeff Sponcia, Emmett Nash

James Macon:

- The first round of NEXT maps showed the East West BRT and a shuttle from the Milwaukee Regional Medical Center to Brookfield Square. The second round of maps showed the GoldLine to Brookfield Square.
 - O The GoldLine will continue to operate until the East West BRT is planned to begin service (estimated to be late 2021). Milwaukee County and Waukesha County will be working together on a plan for service to Brookfield Square post GoldLine service.
- What is happening to Routes 219, 223, and 276?
 - Trip based routes are not a part of MCTS NEXT only fixed routes. Shuttle routes will continue to operate in 2019 as they were included in the Transit Budget.
- Route 19 Likes that its not laying over at 35th & Silver Spring
- Suggestion to talk to businesses in Mequon to see if they'll fund an extension of Route 12 to
 - O This issue was addressed in the recently completed Ozaukee County Transit Development Plan. While some businesses supported having transit, they would not commit to providing funding.
- Create more east west high frequency routes (Burleigh or Silver Spring)
 - o There were additional east west high frequency routes in the 80/20 plan. The comments from the public and riders, however, supported the 60/40 plan along with reinstating some local service that was originally considered for elimination.
- Inform County Board cost of making more high frequency service and making daytime routes all
 - o Planning can identify options that would improve the system beyond the limits of the
- I won't endorse plan until you show me the \$8 million that was given back to Milwaukee

Mike Bautch:

- Using Route 11 as a name would be confusing as it was a route in the past.
 - o We agree that new route names should be easy to remember. Route 11 was eliminated several years ago and would not be remembered by most riders.
- How were high frequency routes picked?
 - o The main reasons were as follows:
 - Focus on high ridership routes / corridors
 - Serve corridors with high population densities and high job densities (maximize the number of people and jobs served by transit)
 - Plans were intended to be alignment with Milwaukee County Transit Development Plan and Southeastern Wisconsin Regional Planning Commission Vision 2050 Plan
- Send list of segments with new service.
 - o A PowerPoint with this information will be sent.
- Provide a list of new routes by station.
 - o Planning needs to consult with the Schedule and Transportation Departments. Overall plan needs to be approved by the County Board before station decisions can be made.

Mike Brown:

- The 60/40 Recommended Plan does not serve job centers.
 - o Planners used data from the US Census and the Southeastern Wisconsin Regional Planning Commission to develop the increase in jobs on the high frequency network.
- All you're doing is cutting stops and making people walk longer.
 - o 85% of riders can use the same bus stop in the 60/40 Recommended Plan. 15% of riders will have to walk an additional block or two to get to a bus stop.
- Route 223 should be modified to serve Good Hope Road businesses.
 - o Planners will consider this suggestion.
- Make Route 12 serve Brown Deer industrial park and replace route 276.
 - o Planners will consider this suggestion.
- Supports Route 92. Suggests it serve Bradley Woods Business Park.
 - Planners will consider this suggestion.
- · Change the freeway flyer routes to bring people to more jobs
 - Planners will consider this suggestion.

Rich Olson:

- Route 17 should serve Wisconsin Avenue / downtown
 - o Route 17 originally served downtown but was later changed to connect workers from the south side to the Menomonee Valley.

This route begins with

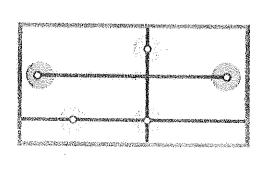
NOTS NEXT - Recommended Plan

March 19, 2019

Purpose / Goals



- Invest in high frequency service by shifting some service away from low frequency or under-
- increase the speed of service by removing seldomused bus stops or stops that are too closely spaced
- Simplify service by reducing routes that have one way loops, branches, or names that are confusing



introduced to riders and stakeholders NOISNEX

for review / connent Troposes presented system recesion 60/40 and 80/20

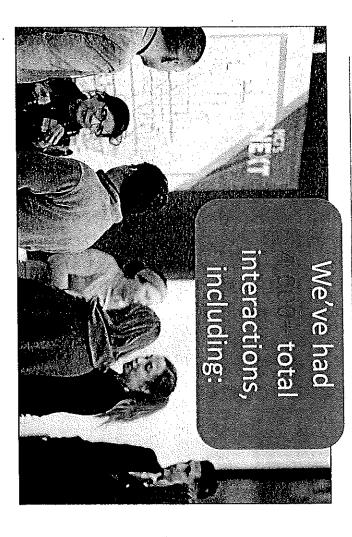
using comments from riders / stake rolders TOCOTION TOUS PLANS WOIS propores

This route begins with



MCTS operates 40% High Frequency service today Frequency - 60% Low





- * Spanish Language Open Iouse
- THE OPEN HOUSE

- · Zeresponses
- and Operators / Admin state

























disability**rights** | wisconsin









MEDICAL CENTER

Mount Mery Mil

POLICY FORUM



Shorewood











MCTS This route begins with

Sold Support for NOIS NEXT



or both proposed plans



70% of respondents

Willing to walk farther 77% of respondents are



75% said proposed plans were easy to



TOUR SOLLO VOIT SOLVE CO CO 30% of respondents





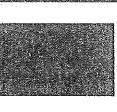
This route begins with

- More support for 60/40 proposal
 than 80/20 proposal
- some corridors proposed to be eliminated
- Support for expanding Daytime
 service in some corridors





80/20

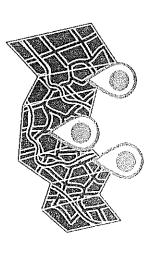




- Top preferences for new high frequency service
- e Joh Stroot



- Top preferences for maintaining service or adding new service
- e Sison Driventa Sonica
- TOT SUNTINGO TOES
- Howell Avenue (Oak Creek)



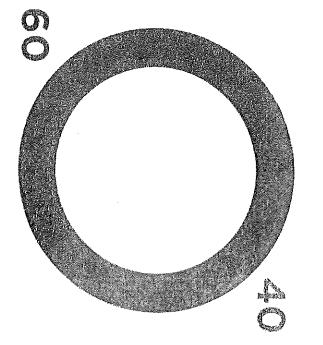
DO AD ROCOTTOLOGY Plan



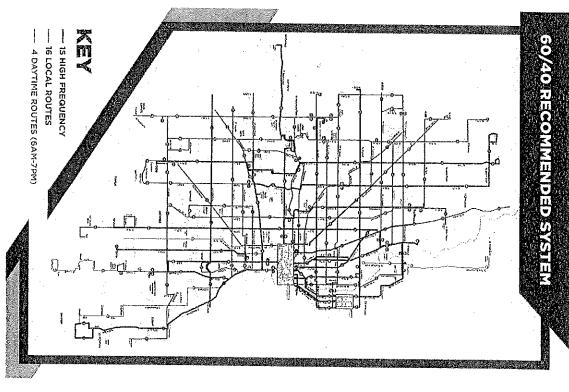
- * 5 New High Frequency routes (15 tota)

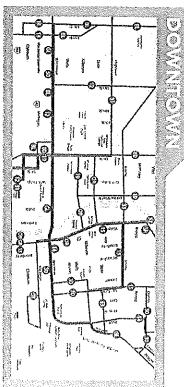
- Tes Holfe Go
- TON ROLLO

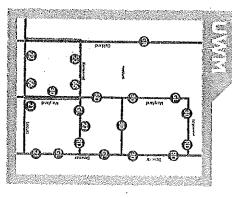
4 Dayrime routes (6 AN - 7 PM service) 60



ACTS





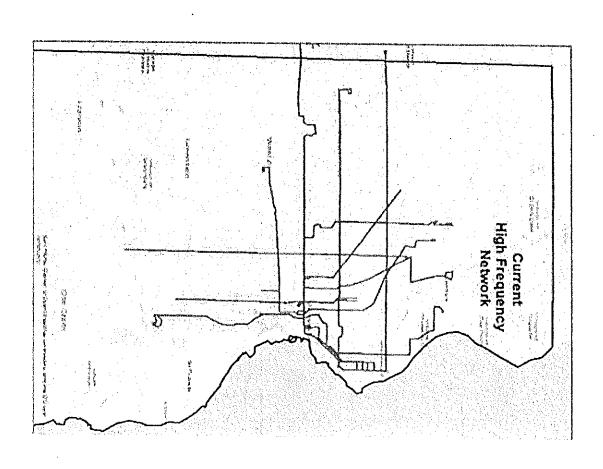


X

- 15 HIGH FREQUENCY
 16 LOCAL ROUTES
- A DAYTIME ROUTES (SAM-DOM)

Network Comparison: Existing System vs.

Existing System vs. 60/40 Recommended Plan





- Vison Drive Santa Monica (Route 14)
- Capito Drive to Baystore



- Y. 17th street (Bueline)
- Want Street to Wisconsin Avenue



- s. 20th Street (new Route 20)
- National Avenue to College Avenue





Stat's new aiferent



Zow vorsion.

Willer Park Way — Greenfield to Howard (Route 56)



Fond du Lac Avenue — Congress to Mill (BlueLine)



Tampton Avenue — 92nd to 124th (Route 11)



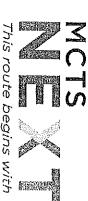
LOOMIS ROAD - HOWARD TO LAYTON (ROLLE 35)



S. 108th Street — Layton to Forest Home (Route 28)



Stat's now / different?



YOS VOTIO

N. 124th Street — Burleigh to Silver Spring (Route 28)



1st - Chase Avenue — Mitchell to Holt (Route 54)



Y: Road — Sherman to 64th (Route 12) III



Bradley Road — N. 92nd to N. 107th (Route 92)



N. 107th — Bradley Road to Brown Deer (Route 92)





SOTTION TO TO ROTOLOGO.

- S. 76th Street Bluemound to Greenfield
- Hopkins Street Locust to Capitol
- S. SATISTICEL National to Howard
- S. 68th Street National to Edgerton
- S. 2nd Street Wisconsin to National
- Atkinson Avenue Roosevelt to Silver Spring
- * Servite Drive N. 76th to Northridge
- N. 54th Street Villard to Nill
- Watertown Plank / 124th Street

Service on all of these segments carries 2% of all riders

This route begins with

YOU HIGH TIGGEORY NOTWORK

Vinority population served +37% Management 1989

Senor population served +59%



Low-income population served +32% NN



Persons with disabilities population served +47% Nin

MN Represents 20,000 people

ZON TROUGOS NOTHOR



o Serves More Jobs +25%



- Najor Employers served +31%
- Major Colleges / Universities served +16%
- Major Hospitals / Medical Centers served +35%



Represents 20,000 jobs



- o Population served 97% of total
- Minority population served 98% of total
- e Venior population served 96% of total
- Low-Income population served 99% of total
- Persons with disabilities population served 97% of total
- 1008 SOLVEY 86% of QUI
- Yajor Endloyers served 99% of total

MCTS This route begins with

- Current system 5,100 bus stops

New System



C. Daniel

- 85% of passengers will still be able to use their same bus stop
- ひこのいつひ 15% of passengers will have to walk 1-2 blocks more to get to a

MCTS This route begins with

- 81% of riders will be able to board at a High Frequency bus route versus only 66% today
- 98% of riders will continue to be able to board at their bus stop or vibio a few minutes was
- 97% of the current population served by the entire route network will continue to have transit service

State are the next steps?

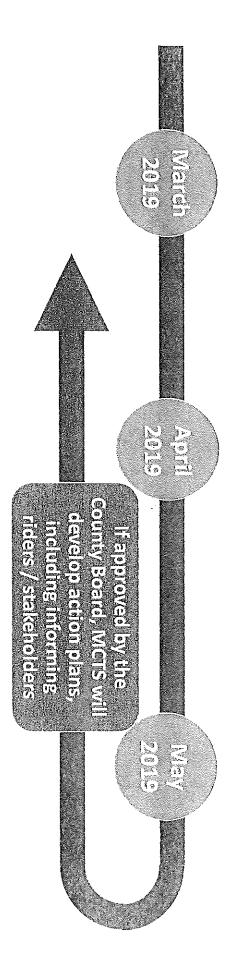
MCIS

This route begins with

Recommended plan

recommended Figure

consideration and approval



This route begins with

RideMCIS.con/NEX



AGREEMENT PURSUANT TO SECTION 13(c) OF THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED

WHEREAS, Milwaukee County, Wisconsin ("Public Body"), has filed an application under the Urban Mass Transportation Act of 1964, as amended ("Act"), for a capital grant to assist in financing the acquisition of the Milwaukee & Suburban Transport Corp. ("Company"), and the purchase of 100 new buses, as more fully described in the project application ("Project"); and

WHEREAS, upon acquisition of the Company by the Public Body, the transit system will be managed and operated by a private management company ("Management Company"); and

WHEREAS, certain employees of the Company are represented by Local Division 998 Amalgamated Transit Union, AFL-CIO ("Union"); and

WHEREAS, it is the intention of the parties to this agreement that the employees represented by the Union will, upon public acquisition of the Company, be transferred to employment by the Management Company and as such retain their status and rights as private employees covered by the federal labor laws; and

WHEREAS, sections 3 (e) (4) and 13 (c) of the Act require, as a condition of assistance thereunder, that fair and equitable arrangements be made as determined by the Secretary of Labor "to protect the interests of employees affected by such assistance"; and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable:

NOW, THEREFORE, it is agreed that in the event this Project is approved for assistance under the Act, the following terms and conditions shall apply:

- (1) The Project shall be carried out in such a manner and upon such terms and conditions as will not in any way adversely affect employees covered by this agreement.
- (2) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits not previously vested may be modified by collective bargaining and agreement of the operator of the transit system and the Union to substitute rights, privileges and benefits of equal or greater economic value.
- (3) The collective bargaining rights of employees represented by the Union, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements shall be preserved and continued. The

allowances, or give notice to the Union of its basis for failing to honor such claim, giving reasons therefor. In the event the Management Company fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice of its desire to pursue such procedures. Within ten (10) days from the receipt by the Management Company of such notice, the parties shall exchange such factual information as may be available to them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third parties such additional factual information as may be relevant. As soon as practicable thereafter, the parties shall meet and attempt to agree upon the proper disposition of the claim. If no such agreement is reached, and the Management Company decides to reject the claim, it shall give written notice of its final rejection of the claim, detailing its reasons therefor. In the event the claim is so rejected by the Management Company, the claim may be processed to arbitration as provided by paragraph (11) of this agreement. Throughout the claims handling and arbitration procedures, the Management Company or other operator of the transit system shall have the burden of affirmatively establishing that any deprivation of employment, or other worsening of employment position, has not been a result of the Project, by proving that only factors other than the Project affected the employee.

- (8) Any employee in the bargaining unit represented by the Union who has been terminated or laid off for lack of work as a result of the Project shall be granted priority of employment or reemployment to fill any vacant position on the transit system for which he is, or by training or re-training can become, qualified. In the event training or re-training is required by such employment or reemployment, the Management Company or other operator of the transit system shall provide or provide for such training or re-training at no cost to the employee, and such employee shall be paid, while training or re-training, the salary or hourly rate of his former job classification or the training rate of the classification for which he is training, whichever is higher.
- (9) Employees covered by this agreement will be given the first opportunity for employment in any new jobs, included in the bargaining unit or comparable to those included in the bargaining unit, created as a result of the Project for which they are, or by training or re-training can become, qualified. All such jobs shall be filled in accordance with seniority and allocated on a fair and equitable basis under arrangements to be mutually determined by the Management Company, or other operator of the transit system, and the Union prior to the filling of such jobs, or by arbitration at the request of either party, if such arrange-The Management ments are not agreed upon prior to such date. Company or other operator of the transit system will not tender such jobs to any other individual or individuals so long as there are members of the bargaining unit who are qualified, or after a reasonable training training period can become qualified, and are willing to bid these jobs.

The Management Company or other operator of the transit system will give written notice to the Union prior to commencing any new operations which create additional jobs, and the parties shall thereafter meet at mutually agreeable times to negotiate concerning the details of a preferential employment opportunity plan, and the wages, hours, and working conditions for employees

assigned to such new operations. Any agreement reached upon such provisions shall be executed by all parties and made a part of this agreement. In the event the parties are unable to agree upon such provisions, the dispute may be submitted to arbitration as hereinafter provided.

(10) In the event the Management Company contemplates any change in its organization or operations which will result in the dismissal or displacement of employees, or rearrangement of the working forces represented by the Union as a result of the Project. the Management Company shall give reasonable written notice of such intended change to the Union. Such notice shall contain a full and adequate statement of the proposed changes to be effected, including an estimate of the number of employees of each classification affected by the intended changes. within thirty (30) days from the date of said notice, the Management Company and the Union shall meet for the purpose of reaching agreement with respect to the application of the terms and condi-Any such change tions of this agreement to the intended changes. involving a dismissal, displacement, or rearrangement of the working forces represented by the Union shall provide for the selection of forces from the employees represented by the Union on bases accepted as appropriate for application in the particular case; and any assignment of employees made necessary by the intended changes shall be made on the basis of an agreement between the Management Company and the Union. In the event of a failure to agree, the dispute may be submitted to arbitration by either party pursuant to paragraph (11) of this agreement. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to §5(2)(f) of the Interstate Commerce Act.

(11) Any labor dispute or controversy regarding the application, interpretation, or enforcement of any of the provisions of this agreement which cannot be settled by the parties hereto within thirty (30) days after the dispute or controversy first arises, may be submitted at the written request of either party to a board of arbitration as hereinafter provided. Each party shall, within ten (10) days, select one member of the arbitration board, and the members thus chosen shall select a neutral member who shall serve as chairman. Should the members selected by the parties be unable to agree upon the appointment of the neutral member within ten (10) days, either party may request the American Arbitration Association to furnish a list of five (5) persons from which the neutral member shall be selected. The parties shall, within five days after receipt of such list, determine by lot the order of elimination, and thereafter the Union and the Management Company shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the The decision by majority vote of the arbitration neutral member. board shall be final, binding and conclusive. Each party shall pay the fees and expenses of the arbitrator it selects. and expenses of the third or impartial arbitrator, as well as any other joint expenses incidental to the arbitration, shall be borne equally by the parties. Nothing in this paragraph, or agreement, shall be construed to enlarge or limit the right of the employees covered by this agreement to utilize, upon expiration of any collective bargaining agreement or otherwise, any economic measures that are not inconsistent or in conflict with the collective bar-

The term "labor dispute" gaining agreement or applicable law. shall be broadly construed and shall include, but not be limited to, any controversy concerning wages, salaries, hours, working conditions or benefits, including health and welfare, sick leave, insurance, or pension and retirement provisions, the making or maintaining of collective bargaining agreements, any grievances that may arise, and any controversy arising out of or by virtue of any provisions of this agreement. (12) Nothing in this agreement shall be construed as an undertaking by the Union or the employees covered by this agreement to forego any rights or benefits under any other agreement or under any provision of law. (13) The term "Project", as used in this agreement, shall not be limited to the particular facility assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are traceable to the assistance provided, whether they are the subject of the grant contract,

- reasonably related thereto, or facilitated thereby. The phrase "as a result of the Project" shall, when used in this agreement, include events occurring in anticipation of, during, and subsequent to the Project.
- (14) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoevery by reason of the arrangements made by or for the Public Body to manage and operate the system. Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management or operation of the transit system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.
- (15) The employees in the bargaining unit represented by the Union shall continue to receive coverage under Social Security, Workmen's Compensation, unemployment compensation, and In no event shall these benefits be worsened as a result the like. of the Project.
- (16) In the event any provision of this agreement is held to be invalid or otherwise unenforceable under the federal, State, or local law, such provision shall be re-negotiated for purpose of adequate replacement under section 13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, either party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in this agreement and any other appropriate action, remedy, or relief.
- (17) Any labor organization which is the collective bargaining representative of employees of an existing mass transportation system in the Public Body's mass transportation service area may become a party to this agreement by serving written notice of its desire to do so upon the Unions, the Public Body, and the Department of Labor within sixty (60) days of the date It shall become a party as of the date of the service of such notice upon all interested parties.

- (18) Unless otherwise expressly stated herein, nothing in this agreement shall be deemed to restrict any management rights which the Public Body, or other operator of the transit system, may have to direct the working forces and manage its business as it deems best, in accordance with the existing collective bargaining agreement between the Company and the Union.
- (19) If this Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the Federal Government and the applicant for federal funds, provided, however, that this agreement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties hereto, in accordance with its terms, nor shall the collective bargaining agreement between the Union and the operator of the transit system merge into this agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms,

The parties hereto have executed	this
IN WITNESS WHEREOF, the parties hereto have executed agreement by their respective duly authorized representatives this 1975.	
1975.	
agreement by their respective duly authorized day of	

MILWAUKFE COUNTY, WISCONSIN

Wm. E. Meaux, First Vice Chairma Milwaukee County Board of Supervisors de Chairman

MANAGEMENT COMPANY

LOCAL DIVISION 998 AMALGAMATED TRANSIT UNION

The employee protective arrangements for the Project to which this Exhibit "A" applies shall include the following rights, privileges, and benefits to the extent applicable to any covered employee:

- (1) (a) Whenever an employee retained in service is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee" and shall be paid a monthly "displacement allowance", to he determined in accordance with this paragraph. Said displacement allowance shall be paid during the protective period following the date on which the employee is first displaced, so long as the employee is unable, in the normal exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation of the position from which he was displaced.
- (b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceeding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by 12, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be further adjusted to reflect any subsequent wage adjustments increasing employee compensation. If the displaced employee's compensation in his current position is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent wage adjustments), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. It is not intended that the provisions of this paragraph shall affect in any way the retirement on pension or annuity rights and privileges of any employee. If a displaced employee fails to exercise his seniority rights to secure another position available to him, which does not require a change in his place of residence as hereinafter defined, to which he is entitled under the working agreement and which carries a wage rate and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.
- (2) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, he shall be considered a "dismissed employee", and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. This dismissal allowance shall be first paid each dismissed employee on the 30th day following the day on which he is "dismissed", and continue payable monthly for the following periods of time:

Employee's length of service prior to adverse effect

The state of the s

l day to 6 years 6 years or more period of payment

equivalent period 6 years

puring the 6-year period following the date on which the employee is deprived of employment, the monthly dismissal allowance shall be equivalent to 1/12 of the compensation received by him in the last twelve (12) months of his employment in which he earned compensation (adjusted to reflect subsequent wage adjustments increasing compensation) prior to the date on which he was first deprived of employment as a result of the Project.

- (b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project and he is unable to obtain by the exercise of his seniority rights another position; or, when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project; or, as a result of the exercise of seniority rights by other employees brought about as a result of the Project. Any such deprivation of employment which occurs as a result of an agreement reached or arbitration award rendered in accordance with these employee protective arrangements which require a selection from, or reassignment of, the working forces, shall not be deemed to be any less a result of the Project by reason of such agreement or In the absence of proper notice of an intended change, and an agreement or arbitration award specifying arrangements for the selection from, or reassignment of, the working forces, as required by the protective conditions applicable to the Project, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.
- (c) Each employee receiving a dismissal allowance shall keep the Public Body informed as to his current address and the current name and address of any other person by whom he may be regularly employed.
- (d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of this agreement in said position, if any are due him.
- (e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the working agreement, and such employee may be required to return to service of his former employer for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, as hereinafter defined, if his return does not infringe upon the employment rights of other employees under the working agreement.
- (f) When an employee who is receiving a dismissal allowance returns to service, said allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of

such reemployment, he shall be entitled to all other applicable provisions of this agreement.

- (g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his Union representatives, and his former employer, shall agree upon a procedure by which the Public Body shall be currently informed of the wages earned by such employee in employment other than with his former employer, and the benefits received.
- (h) The dismissal allowance shall cease prior to its normal expiration date, as described in paragraph (2) (a) above, in the event of the failure of the employee without good cause to return to service in accordance with the working agreement by the exercise of his seniority rights to secure an available position in his former classification, or for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, as hereinafter defined, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with the working agreement.
- (3) In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.
- (4) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including without limitation group life insurance, hospitalization, and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Social Security, Workmen's Compensation and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.
- (5) No employee shall be entitled to an allowance under paragraphs (1) or (2) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.
- (6) (a) Any dismissed or displaced employee, who is retained in service or who is later restored to service after being entitled to receive a dismissal or displacement allowance, and who is required to change the point of his employment as hereinafter defined, in order to retain or secure active employment with his employer and is thereby required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the travelling expense for himself and his immediate family, and for his own actual wage

loss during the time necessary for such transfer, and for a reasonable time thereafter (not to exceed five (5) working days) used in securing a place of residence in his new location. The exact extent of the responsibility of the Public Body under this paragraph, and the ways and means of transportation shall be agreed upon in advance between the Public Body and the employees affected, or their Union representatives. Claims under this paragraph must be submitted to the Public Body within ninety (90) days after they are incurred. (b) If any such employee is furloughed within three (3) years after changing his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Public Body shall assume the expense of moving his household and other personal effects under the provisions of paragraph (a) hereof. (c) Except as otherwise provided in this paragraph, changes in place of residence, subsequent to the initial changes caused by the action taken pursuant to the Project; which do not result from said action but grow out of the normal exercise of

seniority, shall not be considered within the purview of the provisions of this paragraph.

(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the Public Body (or who is later restored to service after being entitled to receive a dismissal allowance) and who is required to change the point of his employment, by a distance of twenty (20) straight line miles in order to retain or secure active employment with his employer, within his protective period as a result of the Project, and is, thereby, required to move his place of residence; provided, however, that these conditions shall not apply where the change of the point at which the employee is employed results in bringing that point nearer his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Public Body for any loss suffered in the sale of his home for less than its fair market value, such loss to be paid within thirty (30) days of the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the transaction of sale, so as to be unaffected thereby. The Public Body shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person. It is the intent of this paragraph that the fair market value so determined and to be received by the employee. is not to be reduced by any expenses incident to the closing of the transaction of sale of home, such as loan discount, loan closing costs, preparation of abstract, or deed of sale, and the employee will be made whole for any such expense involved.

If the employee is under a contract to purchase his home, the Public Body shall protect him against loss under such contract and, in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling

occupied by him as his home, the Public Body shall protect him from all loss and cost in securing the cancellation of said lease.

- (b) Changes in place of residence which are made subsequent to the initial changes caused by the Project, and which grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (c) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Public Body within one (1) year after the date the employee is required to move.
- (d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee. or his Union representative, and the Public Body. In the event they are unable to agree, the dispute or controversy may be referred by the Public Body or the Union to a board of competent real estate appraisers, selected in the following manner: one to be selected by the representatives of the employee, and one by the Public Body, and these two, if unable to agree within thirty (30) days upon a valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local real estate board or commission, or comparable body, to designate within ten (10) days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and binding. The salary and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.
- (8) A dismissed employee entitled to protection under this Exhibit "A" may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this agreement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936.
- (9) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions, shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.
 - (10) If any employer of the employees covered by this

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Exhibit "A" shall have rearranged or adjusted its forces in anticipation of the project, with the effect of depriving an employee of benefits to which he should be entitled under this Exhibit as an employee affected by the Project, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

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Office of Labor-Management Standards (OLMS)

Question and Answers

WHAT IS SECTION 13(c)?

Section 13(c) is included in the Federal Transit Law, and is located at Section 5333(b) of Title 49 of the U.S. Code (49 U.S.C. § 5333(b)), This Federal statute requires that employee protections, commonly referred to as "protective arrangements" or "Section 13(c) arrangements" must be certified by the Department of Labor and in place, before Federal transit funds can be released to a mass transit provider.

WHAT EMPLOYEE PROTECTIONS DOES SECTION 13(c) REQUIRE?

As a general rule, Section 13(c) protects transit employees who may be affected by Federal transit funding. Section 13(c) requires the continuation of collective bargaining rights, and protection of transit employees' wages, working conditions, pension benefits, seniority, vacation, sick and personal leave, travel passes, and other conditions of employment. Section 13(c) also requires paid training or retraining for employees affected by Federal assistance. If a transit employee loses his or her job or is placed in a lower paying job due to Federal funding, Section 13(c) requires that the grant recipient pay a displacement or dismissal allowance to the employee for a period equal to the employee's length of service, not to exceed six years. A displacement allowance pays the difference between the current position and the one from which the employee was removed. A dismissal allowance pays an employee the full wage for the position the employee lost. Section 13(c) does not protect employees from adverse effects that are not caused, directly or indirectly, by Federal funding, such as changes in the volume and character of employment resulting from causes other than the project. The protections applicable to a specific grant are contained in the Section 13(c) arrangements. Copies of these arrangements can be obtained from the transit grant recipient or the employees' union.

DOES SECTION 13(c) GUARANTEE CONTINUED EMPLOYMENT WITH A TRANSIT PROVIDER?

If Federal funds are used by a transit provider to acquire another transit entity, the employees of the acquired entity must be assured of continued employment with the new provider. Along with previous rights, privileges, and benefits, the new provider must continue to honor existing collective bargaining rights.

However, the situation is different for an employee of a transit provider that was not acquired with Federal funds who loses his or her job as a result of Federal funding. In this non-acquisition situation, an employee must be given priority of reemployment for any vacant position with any employer under the control of the grant recipient, but is not entitled to an assurance of employment. Such an employee must be paid a displacement allowance, if appropriate. If there are no vacant positions available, the employee is entitled to a dismissal allowance.

DOES SECTION 13(c) CONFER COLLECTIVE BARGAINING RIGHTS UPON TRANSIT EMPLOYEES?

Section 13(c) requires the continuation of any collective bargaining rights that were in place when the employer started receiving Federal funds. However, if transit employees did not have the right to bargain collectively at the time their employer began receiving Federal funds, Section 13(c) does not grant that right. Where transit employees do not have the right to bargain collectively, but have the right to meet and confer or present grievances under state law or as an ongoing practice, Section 13(c) mandates that these practices must continue. The Section 13(c) arrangement is not a collective bargaining agreement and does not create a collective bargaining relationship where one does not already exist.

HOW ARE THESE EMPLOYEE PROTECTIONS DEVELOPED?

These protections are typically developed and agreed to by the transit employees' representative, union, and the grant applicant. If this agreement meets the requirements of Section 13(c), the Department will certify the protections. The Department only mandates specific protections when the parties are unable to agree, or the negotiated provisions do not satisfy the requirements of Section 13(c). If the transit employees are not represented by a union, the Department certifies a standard "non-union" protective arrangement which can be viewed at the following website: Non-Union Certification Terms. The Department's guidelines describing how the protective arrangements are developed are contained at Part 215 of Title 29 of the Code of Federal Regulations, 29 C.F.R. Part 215, which can be viewed at Transit Employee Protection Guidelines.

CAN THE PROTECTIVE ARRANGEMENTS BE CHANGED?

The Department usually certifies subsequent grants to the same transit provider based on protective arrangements that are already in place. However, the Department's guidelines allow the parties to change the existing protective arrangements if a party submits an objection that "raises material issues that may require alternative employee protections," or "concerns changes in legal or factual circumstances that may materially affect the rights or interests of employees." 29 C.F.R. § 215.3(d)(3). If the Department finds that an objection is sufficient, it directs the parties to renegotiate the provisions of the protective arrangements that are at issue. The Department will certify the newly negotiated protective arrangements provided they meet the requirements of Section 13(c). If the parties are unable to reach agreement, the Department will determine the appropriate arrangements, after all sides have had the opportunity to submit written views and arguments. See 29 C.F.R. § 215.3(e). [Section 215.3 can be viewed at Transit Employee Protection Guidelines.]

IF OBJECTIONS ARE FILED TO THE TERMS FOR CERTIFICATION BY A UNION OR A TRANSIT AUTHORITY, IS THE OTHER PARTY REQUIRED TO RESPOND TO THE OBJECTIONS?

No. However, the parties are encouraged to discuss any issues raised in an objection as soon possible. At the end of the 15-day review period provided for the parties, the Department has up to ten days to consider any objections filed by either party. Although not required by the Department's guidelines, if comments on objections are received by the Department before a response has been issued, the Department may consider those comments in reaching its determination of the sufficiency of the objections.

WHAT TRANSIT EMPLOYEES ARE COVERED BY SECTION 13(c)?

Section 13(c) requires that the protections apply to all transit employees in the service area of the Federally funded project. Consequently, protective arrangements must be in place for the grantee's employees, those of any contractors of the grantee providing transit services, and those of other mass transit providers in the service area.

DO SECTION 13(C) PROTECTIONS APPLY TO NON-UNION EMPLOYEES?

Yes. For grantees where neither their employees, nor those of any other transit provider in the service area are represented by a union, Section 13(c) protections are contained in a "non-union" certification developed by the Department of Labor. The "non-union" certification can be viewed at the following website: Non-Union Certification Terms.

For grantees whose employees are represented by a union, substantially equivalent protections must be provided to all non-union employees in the service area.

WHAT IS THE "SERVICE AREA" OF A PROJECT?

The service area includes the geographic area over which the project is operated, adjacent areas, and the area whose population is served by the transit

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project receiving Federal funds. For Instance, if a transit system connects or competes with a second transit system, employees of that second system are considered to be in the service area of the project. If a transit system feeds into a facility that serves rail and bus, then the rall and bus employees would be entitled to protections as service area employees. This can result in a transit company or authority providing protective arrangements for employees other than its own, and negotiating such arrangements with union representatives even though it may not bargain collectively with its own employees.

HOW DOES A TRANSIT EMPLOYEE FILE A CLAIM UNDER SECTION 13(c)?

A transit employee who is represented by a union should contact his union representative for a copy of the Section 13(c) arrangements and for guidance as to how to file a claim. If not represented by a union, the employee should be able to obtain a copy of the protective arrangements, as well as a copy of any separate procedures for filing a claim, from the grant recipient. If an employee is unable to obtain a copy of the protective arrangements or other information necessary for filing and processing a claim, the employee should contact the Division of Statutory Programs (ESA/OLMS) of the U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 by phone (202) 693-0126 or by fax at (202)693-1342.

WHAT IF THE TRANSIT PROVIDER DISPUTES THE VALIDITY OF A SECTION 13(c) CLAIM?

All Section 13(c) arrangements contain provisions to resolve disputes regarding the interpretation, application, and enforcement of the protective arrangements, including disputes regarding the validity of a claim.

ARE SECTION 13(c) PROTECTIONS REQUIRED EVEN IF THE FEDERALLY FUNDED PROJECT WILL NOT HARM TRANSIT EMPLOYEES?

Yes. The law requires that Section 13(c) arrangements must be in place and certified by the Department of Labor before Federal transit funds can be released, regardless of the funding's potential impact on transit employees.

WHAT CAN A TRANSIT PROVIDER DO TO REDUCE THE LIKELIHOOD IT WILL HAVE TO PAY SECTION 13(c) CLAIMS?

The transit authority is liable for claims successfully brought by employees whose rights have been affected by the project supported by Federal transit assistance. The transit provider can lessen the likelihood it will have to pay Section 13(c) claims by reducing personnel through attrition, or by offering employees work in other jobs with equal or better pay and working conditions, retraining them for these jobs if necessary. By planning and implementing changes in ways that minimize the adverse effects on employees, the transit provider can minimize the likelihood of claims.

CAN A UNION OBJECT TO CERTIFICATION OF A PENDING GRANT BECAUSE OF AN IMPASSE IN COLLECTIVE BARGAINING NEGOTIATIONS OR A BACKLOG OF OUTSTANDING GRIEVANCES?

The Department does not view an impasse over negotiations of a collective bargaining agreement or a backlog of grievances as grounds to deny certification or as a valid objection justifying renegotiation of Section 13(c) arrangements under its processing guidelines. While Section 13(c) requires that a recipient of Federal assistance continue collective bargaining rights of employees, it does not require that the parties reach agreement in their negotiations or grievance processing. Generally, there are existing procedures such as factfinding, arbitration, or the right to strike or lockout, which can be used to resolve such disagreements.

IF A TRANSIT AUTHORITY DOES NOT EMPLOY ANY UNION WORKERS, WHY ISN'T A NON-UNION CERTIFICATION ALWAYS USED?

Section 13(c) requires that the grant recipient protect the interests of all mass transit employees in the service area of the Federally funded project, including those of its contractors as well as employees of other transit providers in the service area. If none of these employees are represented by a union, the Department will certify the grant on terms and conditions of the "non-union" certification. If any of those employees are represented by a union, the non-union certification cannot be used, and the union must be given the opportunity to take part in developing the Section 13(c) arrangements with the grant recipient.

WHY DOES A TRANSIT AUTHORITY HAVE TO DEAL WITH THE UNION REPRESENTING SOMEONE ELSE'S TRANSIT WORKERS?

Section 13(c) protections are required for all transit employees in the service area of a Federally funded transit project, regardless of whether they work for the grant recipient. If any of these employees are represented by a union, it must be given an opportunity to develop, with the grant recipient, protective terms for the employees it represents. This process does not create a collective bargaining relationship between that union and the grant recipient if one does not already exist.