

Local 2110 Transportation Alternatives Collective Bargaining Agreement

June 1st, 2021 – March 31st, 2024

1. Recognition

It is hereby agreed that Transportation Alternatives (“TA” or “Employer”) will recognize the Technical, Office and Professional Union, T.O.P. Local 2110 UAW (“Local 2110” or “Union”), as the exclusive collective bargaining representative for all full-time and part-time employees of the Employer, including, but not limited to, data services assistants, digital production coordinators, graphic designers, art director, marketing coordinators, communications associates, special projects associates, operations coordinators, Queens Organizer, Brooklyn Organizer, Staten Island Organizer, Manhattan Organizer, Bronx Organizer, development coordinator, senior editor and communications strategist, CRM & Systems Assistant and Families for Safe Streets Organizer, employed by the Employer at its facility located at 111 John Street, Suite 260, New York, New York, and excluding all other employees, including guards, professional employees, managers, and supervisors as defined by the Act.

2. Compensation

A. For hourly employees, the minimum rate shall be the hourly equivalent of the salaried rate for that title, or the following minimums, whichever is greater:

April 1st, 2021: \$22/hr

April 1st, 2022: \$22/hr

April 1st, 2023: \$23/hr

- B. For salaried employees, the minimum rate shall be \$45,000, or the following rates for the following titles:
 - a. Associate \$52,000;
 - b. Coordinator \$55,000;
 - c. Organizer \$60,000
- C. Employees shall receive the rates above, or the following percentage raises on the following dates, whichever is greater:
 - April 1st, 2021: 4%
 - April 1st, 2022: 3%
 - April 1st, 2023: 3.25%
- D. Raises beyond these minimums may be given at the employer's discretion.

3. **Seniority**

- A. Employees shall accrue seniority from date of initial hire to any position at TA.
- B. In the event of an involuntary layoff of employees, the least senior employee in the affected classification shall be laid off first, taking into account experience skills and ability. Laid off employees maintain recall rights for 12 months from the date of layoff. During the recall period, TA will consider qualified laid off employees for vacant positions at TA and the vacancy shall be offered to the laid off employee before any other applicant, taking into account experience skills and ability. In the event two (2) or more laid off employees are qualified to fill the vacancy, the vacancy shall be offered first to the most senior of the qualified, laid off employees. TA shall determine whether an employee is qualified based on a

good faith assessment of the employee's experience, skill, ability, and record. A recalled employee must return to work or make arrangements to return to work within two (2) weeks of receipt of a recall notice.

4. Severance

Employees subject to layoff who have been employed by TA for at least one year are eligible to receive severance pay equivalent to two (2) weeks' pay per year of service with a maximum of 14 weeks, provided the eligible employee signs a General Release acceptable to TA and waives his or her recall rights. Employees who have been employed by TA for less than one year are eligible to receive severance pay equivalent to (1) weeks' pay. Plus COBRA payments of 1 month for each year of service to a maximum of 3 months.

5. Retirement

Employees may elect to participate in TA 401k. TA will match employee contributions up to 3%.

6. Health, Dental, & Vision Insurance:

- A. The employer shall give each employee 80% of the monthly premium for single, spouse or family coverage on either available health insurance plan.
- B. The employer shall give each employee 80% of the monthly premium for single, spouse or family coverage on either available dental plan.

- C. The employer shall give each employee 100% of the monthly premium for the Vision Insurance Program. Employees may also enroll spouses/domestic partners and dependents on the plan, but are responsible for a portion of the payment of the premium or other associated costs for these additional covered members.
- D. TA shall provide a Health Reimbursement Account to all employees who enroll in the health insurance. The amount of the HRA shall be a minimum of \$4,000 for single coverage and \$4,500 for all other levels of coverage.
- E. TA shall provide access to an employee-funded medical flexible spending account (FSA) as well as a Dependent Care flexible spending account (DCAP).
- F. Upon notice to the Union, TA has the right to change health, dental or vision providers, provided that TA offers substantially similar health, dental and vision coverage to covered employees.

7. Professional Conditions

- A. TA will provide employees 30 days' notice before the office is re-opened. After in-person work resumes, requests to work remotely will not be unreasonably denied subject to review from time to time by TA management.
- B. While TA's office remains closed, employees will be paid a monthly stipend of \$75 for use of a mobile phone and home internet retroactive to September 1, 2020. Upon reopening of TA's offices, employees whose job duties require the use of a mobile phone whose job duties require the use of a mobile phone as

determined by TA management in its sole discretion will be paid a monthly stipend of \$40.

- C. Reasonable travel expenses will be reimbursed from the office or event location to an employee's home for work -related events that end after 8pm (or 9 pm when Daylight Savings Time).
- D. For work-related travel outside of NYC, TA will reimburse reasonable travel expenses consistent with the policy for non-union staff.
- E. Employees shall have reasonable latitude, where appropriate, to exercise their professional judgment within their area of expertise in deciding how best to accomplish their assignments within the scope of the directions given by the individual supervisor as well as fiscal and time constraints. These must include use of TA tools and systems, including, but not limited to, Asana and Slack.

8. **Hours of Work & Overtime**

- A. Employees are expected to work forty (40) hours per week inclusive of lunch. Hours will be scheduled in accordance with operational needs, TA shall not unreasonably deny requests for a flexible schedule.
- B. Overtime hours for non-exempt employees will be compensated at time and a half for all hours worked above forty. Overtime must be authorized by the employee's supervisor and shall not be unreasonably denied.
- C. Employees required to work on a holiday will receive time and a half for all hours worked.

9. **Union Rights**

- A. Onsite space shall be provided for union meetings upon request.
- B. The union may select one Unit Chair from among the unit membership. The Unit Chair will be released with pay for up to 1 hr per week for union activities.
- C. TA will provide a union card and a brief welcome letter provided by the union. TA will allow for the union to conduct a 1-hour paid orientation with new unit members.
- D. A Union bulletin board on the premises and a dedicated slack channel for union announcements will be provided.

10. **Grievance and Arbitration:**

- A. Grievances shall be processed as follows:

Step 1: The employee and Union representative shall meet with the employee's supervisor to discuss the grievance. Grievances are to be raised within thirty (30) calendar days of the act or occurrence giving rise to the grievance or when the union knew or reasonably could have known of the act or occurrence or else shall be considered waived. The department supervisor shall respond within ten (10) calendar days of the meeting.

Step 2: Grievance is reduced to writing, including the contract clause violated and remedy. The employee and Union representative will meet with TA or designee within ten (10) calendar days of the step 2 request. TA or designee will respond in writing within ten (10) calendar days of the Step 2 meeting. Violations of non-discrimination, sexual harassment, group grievances and discharges may

be taken up at Step 2.

Within thirty (30) days of the Step 2 response the Union may file for arbitration or else the grievance shall be considered waived. Ira Cure and Richard Adelman shall serve as Contract Arbitrators on a rotating basis subject to availability. The fees of the arbitrator will be shared equally by the parties.

- B. There will be Union representation at every step. If TA fails to respond to a grievance within the time limits prescribed, the Union may proceed to the next step.

11. Discipline and Discharge:

TA will not discipline or discharge employees without just cause. TA will notify the union within 24 hours of a discharge and within 72 hours of any other written discipline. The union shall receive timely notice of all disciplinary action.

12. Personnel Files

In the event that any written evaluation or performance review is conducted, employees shall be entitled to read the evaluation or review once completed. Employees shall be allowed, if they choose, to write a response to the evaluation or review to be included with the evaluation or review in their file.

13. Health and Safety:

TA will maintain a safe and healthy workplace that is within TA's control and ensure that each employee has a comfortable workspace, including but not limited to control of air quality, temperature, mold, and pests. The Joint Union-Management committee will meet to discuss issues of health and safety and in any emergency situations.

14. Joint Committee:

There will be a Joint Union-Management committee that shall meet quarterly and as needed, for example, in case of Health and Safety emergencies or any staff-related issues of general concern.

15. Information to the Union

- A. TA will provide the name, address, phone number, e-mail address, marital status, salary, position, and department upon hire or change in unit members' status within 30 calendar days of the hire or change of status.
- B. TA will provide notice 14 calendar days prior to the creation of a new working position or title within the bargaining unit.

16. Non-Discrimination:

TA is committed to an inclusive work environment with respect for difference and a dedication to fairness; TA recognizes that proactive efforts are required to ensure the staff's well-being in this regard. TA will not discriminate on the basis of race, medical

and mental health history, ethnicity, gender identity, gender expression, economic status, religion, creed, sexual orientation, disability, immigration status, union activity, marital and/or parental status, citizenship, national origin or alienage, ancestry, genetic information, size, age, military or veteran status, arrest record, or any other characteristic protected by applicable federal, state or local laws. This policy applies to all terms and conditions of employment, including, without limitation, hiring, placement, promotion, compensation, leaves of absence, layoff, termination, and use of interns and temporary employees.

17. Union Security and Checkoff:

- A. As a condition of continued employment, all employees covered by this agreement shall become and remain members in good standing in the Union no later than thirty (30) days after the effective date of this agreement. It shall also be a condition of employment that all employees covered by this agreement hired after this agreement's effective date become and remain members in good standing no later than thirty (30) days from their hire date.
- B. Upon notice from the Union, TA will deduct all Union membership dues from all employees who have signed the Union's form authorizing dues deductions. The Union shall provide TA with the written authorization from the employees. TA shall notify the Union of any revocation of dues authorization received by it.
- C. TA agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP"

form (hereafter "V-CAP form"). Deductions shall be made only in accordance with the provisions of and in the amounts designated in said V-CAP form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck. TA shall deliver a properly executed copy of the V-CAP form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted before any such deductions are made. Deductions shall be made thereafter only under the applicable V-CAP forms, which have been properly executed and are in effect. TA agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, UAW. TA further agrees to furnish UAW V-CAP with those employee names for whom deductions have been made.

18. Union Mention:

TA shall include the following language on its website, annual report, job postings, and materials, at TA's sole discretion: TA is affiliated with the Technical, Office and Professional (TOP) Union, Local 2110 UAW, AFL-CIO.

19. No Strike/No Lockout:

It is agreed that during the term of this Agreement, the Union shall not instigate, call sanction, condone, or participate in any strike, slowdown, or stoppage of work and the Employer shall not lock out any Employees.

20. **Sick Days, Vacations & Holidays**

A. Vacation Days shall be allocated on January 1st at the following rates for the following years of service:

Less than 1 year	1-2 years	3-4 years	5+ years
15 days	18 days	20 days	24 days

B. Remaining vacation days at the end of the year shall roll over into the next calendar year, max roll over of 5 days cumulative in any year.

C. Employees may cash out up to 5 unused vacation days upon separation for any reason.

D. Employees shall receive 10 days per year to be used for personal and sick days. Personal days cannot be used in lieu of vacation days. Additional, unpaid, time off for personal reasons will not be unreasonably denied.

E. Between Memorial day, and the Friday before Labor Day, the office will close every Friday at 2pm.

F. Employees shall receive the following days as paid holidays:

New Years Day

MLK Day

Presidents Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Indigenous Peoples' Day

Veteran's Day

Wednesday before Thanksgiving (half day)

Thanksgiving

Day after Thanksgiving

Election Day(s)

Christmas Eve

Christmas Day

New Year's Eve (half day)

G. Each employee is entitled to up to three (3) days of bereavement leave per loss incident of a family member or loved one. Requests for additional (unpaid) days for bereavement leave shall not be unreasonably denied.

H. Vacation days may be taken in half-day units.

21. **Family Leave**

A. Employees shall be entitled to up to twelve (12) weeks of paid parental leave as determined by New York State, and TA will fully cover the salary for four of those weeks. Parental leave must be taken within one year of the birth or adoption of a child. Requests for additional unpaid leave, or alternative work schedules for up to one (1) year inclusive of paid and unpaid leave, may be granted by TA at its sole discretion. Health insurance benefits shall continue for the duration of the leave unless otherwise agreed upon.

- B. Reasonable accommodations (i.e., work from home) shall not be unreasonably denied for high-risk pregnancies.

22. **Jury Duty**

Employees shall not have any reduction of compensation due to service on jury duty. Employees shall advise their supervisor of their receipt of notice for jury service as soon as reasonably possible.

23. **Personal Leave of Absence**

- A. All employees employed for a minimum of one year are eligible to apply for an unpaid personal leave of up to thirty (30) days. An employee may apply for an extension of such leave for up to an additional thirty (30) days.
- B. Job performance, Absenteeism and departmental requirements will all be taken into consideration before a request is approved. The decision on whether to grant the extension of leave is in TAs sole discretion.
- C. Except for good cause, the employee must return to work on the scheduled return date or be considered to have voluntarily resigned from their employment.

24. **Maintenance of Benefits**

Employees receiving wages or benefits higher or better than specifically provided for herein shall continue to receive the same throughout the period of this Agreement.

25. Job Descriptions:

A. TA will develop and issue job descriptions that describe each job's general duties, responsibilities, and designated supervisor. TA will provide fourteen (14) days notice of any substantial change in job duties and responsibilities.

B. In the event that an employee is assigned a substantial portion of the duties of another employee due to that employee's temporary absence from the workplace for at least one week, or because a position is temporarily vacant, the employee shall receive the minimum rate for the other position or an eight (8%) percent differential, whichever is higher, for the period of time the employee performs the additional duties. The differential shall apply solely to a single employee who absorbs a substantial portion of the duties of the absent employee.

26. Hiring, Promotions:

A. With respect to job openings within the bargaining unit, TA shall promote and foster employee career development.

B. Employees shall be notified at the time of posting of any job openings. For any job openings, internal applicants shall be interviewed before external candidates.

C. Upon promotion to an elevated title and role (assistant, associate, coordinator/organizer), the promoted employee will receive a minimum pay increase of 8% or to the established minimum for the elevated title and role.

27. Professional Development

- A. All reasonable expenses for required training will be paid.
- B. Additional funding for voluntary job-related professional development activities will be made at TA's sole discretion.

28. Severability

It is the intent and purpose of TA and the Union that this Agreement is in compliance with all applicable federal, state, municipal and local laws, rules and regulations. If any provision or provisions of this agreement is held to be unlawful, no other portion, provision or article of this Agreement shall be invalidated, and the parties shall meet to negotiate substitute language for the provision held to be unlawful.

29. Management Rights

- A. It is agreed that the Employer retains any and all rights not clearly and expressly limited by specific terms of this Agreement. Subject only to such limitations, the entire management of the operation of the Employer and the establishment and enforcement of reasonable rules and regulations is vested exclusively in the Employer, including the right to maintain and revise its Employee Handbook. Except as specifically limited by the express provisions of this Agreement, the Employer retains solely and exclusively to itself the traditional rights unilaterally to make and implement decisions with respect to the management of its business and to direct its employees, including, but not limited to the following: to direct, plan, control and determine all operations, including the size of

the workforce; to hire, discipline, discharge, layoff and furlough employees; to change or eliminate existing means, processes and methods of production/service, materials, equipment and facilities and/or to introduce new or improved ones; to utilize vendors, suppliers and subcontractors; to determine what services are provided and the method and means of such services.

The failure of the Employer to exercise any function, power, authority or right reserved or retained by it, or the exercise of any function, power, authority or right in a particular manner, shall not be deemed a waiver of the right of the Employer to exercise such function, power, authority or right, or to preclude the Employer from exercising same in some other manner, so long as it does not conflict with an express provision of this Agreement.


B. The Employer shall not subcontract work for the purpose of undermining the bargaining unit.

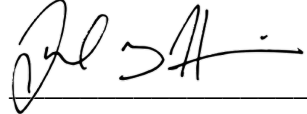
C. The employer shall not use temporary, seasonal or contract workers to perform bargaining unit work for a period of longer than ninety (90) days or for the length of an employee's leave of absence, if greater. The aforesaid ninety day period may be extended by mutual agreement. Interns who work for TA for a college semester or Summer program are not part of the bargaining unit.

TERM OF AGREEMENT This Agreement shall be effective to and including March 31, 2024.

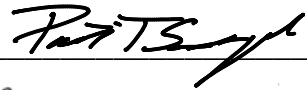
Subject to Ratification:

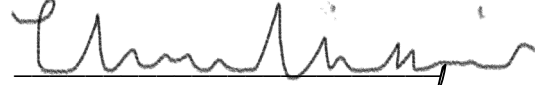
Transportation Alternatives






Local 2110, UAW







Rulcie Canton

