

the last two pages require completion/signature and must be turned in with application

**Special 49 CFR 5333(b) Labor Warranty for Application
to the Small Urban and Rural Program**

The following language shall be made part of the contract of operating assistance with the State or other public body charged with allocation and administration of funds provided under 49 CFR 5311, Rural - Other than Urbanized Formula Grant Program:

A. General Application

The Public Body agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and always maintain during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Rural Public Transit funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

- 1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project", as used herein, shall not be limited to the facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or

exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

- (2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.
- (2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.
- (2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the recipient or the representatives of such employees' negotiations for the purposes of reaching agreement with respect to the application of terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.
- (3) For the purpose of providing the statutory required protection including those specifically mandated by 49 U.S.C. 5333(b), the Public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Special 5333(b) Labor Agreement executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the Secretary of Labor and certified for inclusion in these conditions.
- (4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.
- 1. Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to

their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2)(f) of the Act of February 4, 1987 (24 Stat. 379), as amended.

2. For purposes of this warranty arrangement, paragraphs (1); (2); (5); (15); (22); (23); (24); (26); (27); (28); and (29) of the Model Labor Warranty Agreement, executed July 23, 1975, are to be omitted.

In the event of any dispute as to whether a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project influenced the employee even if other factors may also have affected the employee.

- (1) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

- (2) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights of any union, or any represented employee derived from any other agreement or provision of federal, state, or local law.

- (3) In the event any employee covered by these arrangements is terminated or laid off because of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

- (4) The recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C. 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the

proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(5) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(6) In the event the 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 Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative in accordance with its terms nor shall any other employee protective agreement merge into this arrangement but each shall be independently binding and enforceable by and upon the parties thereto in accordance with its terms.

C. Waiver

As a part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protection. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection; the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

ASSURANCE OF COMPLIANCE WITH SPECIAL 49 U.S.C. 5333(b)

A. **LABOR WARRANTY**

The applicant HEREBY AGREES THAT as a condition to receiving federal financial assistance from the Department of Transportation, as authorized under the Non-Urbanized Area Formula

Program, Title 49 CFR 5311, it will comply with the terms and conditions of the Special 49 CFR 5333(B) Warranty for Application to the Small Urban and Rural Program.

The applicant FURTHER AGREES THAT it will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

SIGNATURE _____

TITLE President

DATE _____

NOTE: "Applicant is "City/Town of X", or "X Parish", not "X Police Jury/Council".

SECTION 5311

STATE SUBRECIPIENT SERVICE AREA INFORMATION

RECIPIENT: **Lincoln Parish Police Jury** DATE: 08/29/2022

Contact: Humanitarian Enterprises of Lincoln Parish SERVICE AREA DESCRIPTION: Lincoln Parish clients are transported to Ouachita, Caddo, Rapides, EBR, Bossier, Bienville, Jackson, Madison

Phone:318-251-5138

Email: sdimmer@lincolnparish.org

Address: 307 North Homer Street

2nd Floor

Ruston, LA 71270

Are the Recipient's Transit Employees Private or Public?

Identify the Labor Organization(s) which represent the Recipient's or its Contractor's Employees (no contact information required at this time)

Union(s): N/A

List **OTHER Public Transit Providers** (commuter, paratransit, fixed route...etc.) in the service area of the Recipient, AND any unions representing those employed by the Provider. (If there are transit providers who are NOT serving the entire public population, please do not include them. Ex: ARC's, nursing homes who only provide transit to their residents, etc.) (no contact info required at this time)

SERVICE AREA PROVIDER LABOR ORGANIZATION(S)

Council on aging N/A

Center of the Blind N/A

**PUBLIC NOTICE
OPPORTUNITY FOR REQUESTING
A PUBLIC HEARING**

All interested persons are hereby advised that the **Humanitarian Enterprises of Lincoln Parish** has applied to the Louisiana Department of Transportation and Development for project funding under Federal Transit Administration (**Section 5311**) for the following:

PROJECT: **Humanitarian Enterprises of Lincoln Parish** is preparing to **replace existing equipment to continue** transportation services to **in Lincoln Parish**. Further details relative to the project are available from **Ronald Dowling (Agency Director) 307 North Homer Street Suite 202, Ruston, LA 71270.**

Interested persons are advised that they may request that a public hearing be conducted to provide a means for the public to express their views relative to the proposed project on the probable social, economic and environmental effects involved. In lieu of requesting a public hearing, interested persons may submit their comments in writing.

Written requests for a public hearing and/or submittal of comments must be postmarked on or before **September 16, 2022**, and should be addressed to:
Ronald Dowling (Agency Director) 307 North Homer Street Suite 202, Ruston, LA 71270.

Should a public hearing be required, a public notice will be published stating the date, time and location of the hearing.

Signed: Richard I. Durrett

Humanitarian Enterprises of Lincoln Parish (H.E.L.P.)

Publication Date: September 1, 2022
Second Run: September 16, 2022

PUBLIC NOTICE

August 29, 2022

Notice is hereby given that **Humanitarian Enterprises of Lincoln Parish** intends to apply for a federal grant for operating assistance and/or capital assistance to provide Rural Public Transportation of a non-emergency, ambulatory nature for the FY 2023-2024 program year. The application for assistance is pursuant to the **Non-Urbanized Area Formula Program of 49 CFR 5311**. Services will generally be between **7:30am** and **4:30pm**, **Monday** through **Friday**, in the area encompassing Lincoln Parish, Louisiana. Transit services are provided without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act.

Written comment on the proposed services may be sent within 15 days to 307 North Homer Street, Suite 202, Ruston, LA 71270 and to Program Manager, Department of Transportation and Development, P. O. Box 94245, Baton Rouge, LA 70804-9245. Comments must be received by September 16, 2022.

September 1, 2022

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Signed: Richard I. Durrett

Humanitarian Enterprises of Lincoln Parish (H.E.L.P.)

Publication Date: September 1, 2022
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Application Authority

I certify, to the best of my knowledge, that the information in this application is true and accurate and that this organization has the necessary fiscal, data collection, and managerial capability to implement and manage the projects associated with this application.

Unsigned applications will not be accepted.

Applicant Agency **Humanitarian Enterprise of Lincoln Parish**

Name and Title of Signatory **Richard I. Durrett**

Authorized Signature

Date

NOTE: Your application must be signed by someone authorized to sign contracts on behalf of your organization, such as the Mayor, Parish President, Board Chairperson or Chief Executive Officer. Refer to your Authorizing Resolution.