

# AGREEMENT

BETWEEN

LOS ANGELES COUNTY  
METROPOLITAN  
TRANSPORTATION AUTHORITY

&

UNITED TRANSPORTATION UNION



EFFECTIVE JULY 1, 2009 TO JUNE 30, 2010

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## **RECOGNITION AND BARGAINING UNIT**

- A. The Authority recognizes the United Transportation Union as the exclusive representative for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment and working conditions, for all operations employees of the Authority within the bargaining unit defined in the wage section of this Contract.
- B. The parties agree that the term "employee", wherever used herein, whether singular or plural, means and applies only to those employees of the Authority included within said bargaining unit, and that this Contract covers only said employees.
- C. The Authority and the Union agree that no employee shall be discriminated against on account of Union membership, non-membership, race, religion, national origin, or sex, or any other unlawful reason. This section of the Contract shall not be construed to conflict with the employee's qualification provisions appearing elsewhere in this Contract.
- D. The Authority and the Union further agree that vacancies in the Transportation Department in supervisory positions, which shall include jobs in the Supervisors' Division, Instruction Division, Division Dispatchers' Group, Schedule Division (excluding electronic programming positions) and Stops and Zones Division, shall be made from the ranks of Full-Time Operators whenever lawful and practicable. No employee shall be discriminated against for promotional purposes on account of Union membership, race, religion, national origin, or sex. This section shall not be construed to conflict with the Authority's right to establish qualifications for any of the above-mentioned jobs, and the decision of the Authority officer in making appointments to such jobs will be final.
- E. This contract applies only to the Authority's operating organizational unit, and only when the Authority is acting as a transit operator, and not in any other capacity. Except as provided in Article 7, Section (d), it is expressly agreed that in the event that the Authority shall directly as the operator engage in the providing of other transportation services in addition to those presently being provided, whether such additional service shall be of the same or a different type, the Authority shall and hereby does recognize the Union as the exclusive representative of all employees engaged in providing those services whose functions or duties are similar to or like the functions or duties presently being performed by employees within the bargaining unit defined in this Contract. It is further agreed that such recognition shall be and hereby is extended to the same extent and for the same purposes as are set forth in Paragraph A above.

Such recognition is subject to, however, and applicable to the extent not prohibited by Article 10 (commencing with Section 30750) of the SCRTD Act and only to the extent that this part of the SCRTD Act applies to the operating organizational unit under Public Utilities Code Section 130051.11 (a) (2).

It is further agreed that the terms and provisions of this Collective Bargaining Agreement shall be and hereby are extended to all new employees and classifications of employees (hereinafter referred to as "new employees") whom the Union shall be entitled to represent as a result of the inclusion of this Paragraph E in the contract; provided, however, that to the extent that any of the terms and provisions of this Contract would not be applicable to the types of services being performed by any new employees or classifications of employees, or would otherwise be inapplicable, such terms and provisions shall not be deemed applicable to such new employees, but in lieu thereof shall be deemed to be subjects for collective bargaining within the scope of Section 2 of Article 56 hereof.

It is further agreed that the rates of pay of said new employees or classifications of employees shall be the same as the rates of pay then in effect for those employees whose functions or duties are similar to or like functions or duties to be performed by said new employees or classifications of employees.

Those persons performing duties or functions involved in the operation of a train, monorail, or other carrier of passengers shall be deemed to be performing the functions or duties similar to the functions or duties of a motor coach operator.

In the event there is a dispute as to whether the new employees are performing functions or duties similar to or like the functions or duties presently being performed by employees within the bargaining unit, that dispute shall be resolved in accordance with the provisions of Article 26 hereof.

It is further agreed that the term "directly or indirectly" as used herein above shall include any of the above described transportation services provided by the Authority or by any entity, whether public or private, established by or controlled by the Authority or which operates pursuant to or in accordance with an Agreement with the Authority.

If the Authority acquires, controls and enters into an Agreement with any existing transit systems or part thereof with employees who are working pursuant to a Collective Bargaining Agreement, the above provisions of this Paragraph E shall be subject to, however, and applicable only at such times and to the extent permitted by Article 10 (commencing with Section 30750) of the SCRTD Act and only to the extent that this part of the SCRTD Act as amended.

## PURPOSE OF CONTRACT

The obligation that rests with the Authority to provide, and upon the employees of the Authority to render honest and efficient service, is recognized. A spirit of cooperation between the employees and the Authority is essential to efficient operation, and both parties should so conduct themselves as to promote this spirit. The responsibility for success rests equally with the Authority and the employees. In this spirit, the Authority and the Union are desirous of effectuating an Agreement which will:

- A. Provide for rates of pay, rules and working conditions of employees of the Transportation Department represented by the United Transportation Union;
- B. Provide for the fair treatment of said employees;
- C. Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of this Contract;
- D. Provide for such other arrangements as may be deemed advisable by the parties to this Contract in order to safeguard their respective interests, and establish and maintain harmonious relationships;
- E. The parties recognize that this Contract constitutes a Collective Bargaining Agreement between the parties and that the terms "Collective Bargaining Agreement" and "Contract" are synonymous and interchangeable. Except where the context makes the contrary appear clear, the term "Agreement" shall be deemed to include and refer to the term "Contract" and the term "Contract" shall be deemed to include and refer to the term "Agreement."



## UNION - AUTHORITY RESPONSIBILITY

- A. The term "Authority," as used in this contract, refers to the Los Angeles County Metropolitan Transportation Authority when it is acting in its capacity as a transit operator and exercising specific powers, duties, or rights to which the Authority succeeded as a result of the abolition of the Southern California Rapid Transit District, pursuant to California Public Utilities Code Section 130051.13.

All matters pertaining to the management of operations, including the type and kind of service to be rendered to the public, the equipment used, the maintenance of discipline and efficiency, the hire, promotion, and transfer of employees, and their discharge or discipline for proper cause, are the prerogatives of the Authority, subject to such limitations thereon as are set forth elsewhere in this Contract.

- B. The Union recognizes that willful infractions of the Authority's rules and regulations will constitute cause for disciplinary action. No rules or regulations at any time promulgated or enforced by the Authority shall be valid if they violate any provisions elsewhere set forth in this Contract.
- C. The Authority's exercise of any prerogatives of management or promulgations that is violative of any provisions of this Contract may be made the subject of a grievance or dispute.

## **CONTINUITY OF SERVICE TO THE PUBLIC**

- A. It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and laws of the governmental authorities; therefore, the parties contract that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with such rules, regulations or laws. To the extent that any of the terms or provisions of this Agreement shall be in conflict, inconsistent or incompatible with any such rules, regulations, or laws presently in effect or to be enacted during the term of this Agreement, they shall be void and invalid, but all other terms and conditions of this Agreement shall remain in full force and effect. Such invalid terms and provisions will be reconsidered and renegotiated promptly by the parties.
  
- B. During the term of this Agreement, neither the Union nor its members shall call or engage in any strike.
  
- C. During the term of this Agreement, the Authority shall not cause or permit any lockout of any of its employees.

**ARTICLE 1**  
**RATES OF PAY**

**SECTION 1. PAYMENT ON MINUTE BASIS**

Subject to the governing provisions of this Contract, the following rates of pay shall be effective on the date indicated for employees and will be paid on the minute basis at applicable pro-rate rates of pay in accordance with the class of service performed.

**SECTION 2. EFFECTIVE DATES, BASIC RATES AND STARTING RATES-  
STRAIGHT TIME RATES OF PAY**

**(a) Bus and Train Operators – Full-Time**

Modify as follows:

- 1) Full-Time Operators hired prior to 7/1/97 will be subject to the following base rate:

Effective 7-1-2006	Effective 7-1-2007	Effective 7-1-2008
\$24.30	\$25.15	26.16

- 2) Full-Time Operators hired July 1, 1997 or later will be subject to the following base rate and progression:

Effective 7-1-2006	Effective 7-1-2007	Effective 7-1-2008
\$20.55	\$21.27	\$22.12

- a) First 6 months of service -65% of pay rate
- b) Next 12 months of service -70% of pay rate
- c) Next 12 months of service -75% of pay rate
- d) Next 12 months of service -80% of pay rate
- e) Eighth 6 months of service -90% of pay rate
- f) Thereafter -100% of pay rate

The MTA may at any time eliminate the entry step in the wage progression. Any Operators who are in the step which is being eliminated will be moved up to the next step.

**(b) Bus and Train Operators – Part-Time**

- 1) Part-Time Operators hired prior to 7/1/97 will be subject to the following base rate:

Effective 7-1-2006	Effective 7-1-2007	Effective 7-1-2008
\$24.30	\$25.15	\$26.16

- 2) Starting rate for Part-Time Operators hired on or after July 1, 1997 will be subject to the following base rate and progression:

Effective 7-1-2006	Effective 7-1-2007	Effective 7-1-2008
\$20.55	\$21.27	\$22.12

- a) First six months of service -65% of pay rate
- b) Next twelve months of service -70% of pay rate
- c) Next twelve months of service -75% of pay rate
- d) Thereafter -80% of pay rate

The MTA may at any time eliminate the entry step in the wage progression. Any Operators who are in the step which is being eliminated will be moved up to the next step.

**(c) Trainees**

Trainees will be paid:

Effective 7-1-2006	Effective 7-1-2007	Effective 7-1-2008
\$10.30	\$10.66	\$11.09

**(d) Schedule Checkers**

- 1) Any employee hired into a Schedule Checker position up to and including September 7, 1991, will be paid the following hourly base rate:

Effective 7-1-2006	Effective 7-1-2007	Effective 7-1-2008
\$26.15	\$27.07	\$28.15

- 2) Any employee entering into a Schedule Checker position after September 7, 1991, will be paid the following hourly base rate and progression:

Effective 7-1-2006	Effective 7-1-2007	Effective 7-1-2008
\$24.30	\$25.15	\$26.16

- a) First 6 months of service -65% of pay rate
- b) Next 12 months of service -70% of pay rate
- c) Next 12 months of service -75% of pay rate
- d) Next 12 months of service -80% of pay rate
- e) Eighth 6 months of service -90% of pay rate
- f) Thereafter -100% of pay rate

The MTA may at any time eliminate the entry step in the wage progression. Any Operators who are in the step which is being eliminated will be moved up to the next step.

**(e) Schedule Makers**

Schedule Makers will be paid according to the following schedules:

**1) Schedule Maker II**

Effective	Step	B	C	D	E	F
7/1/2006	Rate	\$24.51	\$25.51	\$26.56	\$27.70	\$28.85
7/1/2007	Rate	\$25.37	\$26.41	\$27.49	\$28.67	\$29.86
7/1/2008	Rate	\$26.39	\$27.46	\$28.59	\$29.81	\$31.05

**2) Schedule Maker I**

Effective	Step	B	C	D	E	F
7/1/2006	Rate	\$22.66	\$23.55	\$24.48	\$25.49	\$26.51
7/1/2007	Rate	\$23.45	\$24.37	\$25.34	\$26.38	\$27.44
7/1/2008	Rate	\$24.39	\$25.34	\$26.35	\$27.44	\$28.54

**(f) BDOF Operators**

BDOF Operators hired on or after July 1, 2003 will be subject to the following base rate and progression:

<b>Effective</b>	<b>7/1/2006</b>	<b>7/1/2007</b>	<b>7/1/2008</b>
Top Rate	\$11.48	\$11.89	\$12.36
Trainee Rate	\$10.30	\$10.66	\$11.09

### **SECTION 3. CHANGE IN RATES**

Changes in rates of pay as provided in the foregoing graduation for service period, shall be made on the first day following the service periods shown in Section 2 of this Article.

### **SECTION 4. PAY PERIODS**

Pay periods will end every other Saturday night to include all work assignments for the last day of the pay period. Pay checks will be issued bi-weekly on the first Friday following the close of the pay period, except in those weeks in which a holiday occurs. If a holiday should occur on any weekday during the week in which pay checks are to be issued on Friday, they will be issued on the following Tuesday instead of on Friday.

### **SECTION 5. PAY FOR PREMIUM TIME**

Except as provided elsewhere in this Contract, where time is allowed for release periods or for making up minimum allowances, such premium time shall be paid at straight time rates of pay applicable.

### **SECTION 6. RATE APPLICABLE**

Extra Operators performing service on a recurring extra assignment, designated as such in run book which provides for service under more than one pay classification, shall be paid the highest applicable rate for that assignment.

### **SECTION 7. DIFFERENTIAL PAY – OWL ASSIGNMENTS**

Any assignment ending after 12:00 Midnight will be paid an additional \$.25 per hour for all full hours worked between 12:00 Midnight and 4:00 A.M.

### **SECTION 8. QUARTERLY WAGE ADJUSTMENT (QWA)**

- (a) All employees covered by the contract except BDOF operators shall be subject to the cost - of - living provision as set forth in this section.

- (b) During the term of this agreement employees shall receive no quarterly wage increase.

## **SECTION 9. COST OF LIVING**

- (a) All employees covered by this contract except BDOF operators shall be subject to the cost -of - living provision as set forth in this section.
- (b) The basic wage rate as shown in Section 2 of this Article will not be reduced by the application of this cost-of-living provision. Employees shall receive an upward adjustment in pay equal to one cent for each .235 point increase in the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers; Los Angeles/Long Beach/Anaheim, All items (1982-1984 =100).
- (c) On June 30, 2009, this section shall become active; however, no COLA adjustment will be made during the term of this agreement.
- (d) If the United States Government discontinues the publication of the Consumer Price Index (CPI) used in this Agreement or in any other way changes the CPI so that it no longer can be used as an effective mechanism for determining increases in employees' wage rates to offset inflation, the parties will immediately meet to determine an alternative mechanism to ensure that the increases contemplated by this Agreement by means of the 1982 - 1984 CPI will be effected on the same dates and in the same amounts as would be effected on the same dates and in the same amounts as would be effected if the publication of the CPI were not discontinued or changed in any respect.

## **ARTICLE 2**

### **GUARANTEED WORK DAY AND WORK WEEK**

Eight (8) hours or less shall constitute a day's work for which Operators shall be allowed a minimum of eight (8) hours, except as provided in Section 5 of this Article, as follows:

#### **SECTION 1. REGULAR OPERATORS**

A Regular Operator shall be guaranteed eight (8) hours pay time per day within a spread of ten (10) hours from the initial sign-on time.

All pay time for Regular Operators will be included and be a part of the eight (8) hours daily guarantee subject to the provisions of the holiday rule.

#### **SECTION 2. EXTRA OPERATORS**

An Extra Operator shall be guaranteed eight (8) hours pay time per day within a spread of eleven (11) hours from the initial sign-on time.

All pay time for Extra Operators will be included and be part of the eight (8) hours daily guarantee subject to the provisions of the holiday rule.

#### **SECTION 3. REGULAR OPERATORS' WEEKLY GUARANTEE**

This rule guarantees Regular Operators who are qualified and available and who work their assignments a five (5) day, eight (8) hours pay time per day, week.

#### **SECTION 4. EXTRA OPERATORS' WEEKLY GUARANTEE**

Extra Operators will be guaranteed a five (5) day, eight (8) hours pay time per day, week, with two (2) scheduled bid off days, provided they are qualified and available and accept all work offered.

#### **SECTION 5. EXCEPTIONS**

The following shall constitute exceptions to the guaranteed eight (8) hours pay time per day for Regular and Extra Operators:

- (a) Operators relieved before completion of a day at their own request, or who are absent from duty and unavailable for service for part of a day, shall receive pay for only the portion of day worked and minimum allowance of eight (8) hours shall not apply except as provided in Article 39, Section 2 and Article 47, Section 5 of this Contract.



- (b) Where special consideration may be given individual cases of Operators providing for part-time work by request, as provided in Article 9, Section 10, the minimum allowance of eight (8) hours for the day's work will be waived.
- (c) The exceptions to the weekly guarantee for Regular and Extra Operators are the holiday provisions as contained in Article 44.
- (d) In the event, through the exercise of his/her seniority, a Regular Operator has more than two (2) off days in his/her work run in any week, or an Extra Operator has more than two (2) bid days off in any week, he/she will not be guaranteed five (5) days work in that work week.
- (e) Where Operators miss out on assignments, they may be withheld from duty that day and shall not be paid for the day lost, thereby waiving their guaranteed five (5) days, eight (8) hours per day work week. The reduction in the work week will only apply to the loss of the day on which Operators missed out.
- (f) Where Operators miss out and are subsequently used that day, they will be guaranteed eight (8) hours pay time within a spread of eleven (11) hours.
- (g) Where Extra Operators are not marked up for work on a normal work day, and do not notify the Division Management, they will receive four (4) hours pay, as provided in Article 13, Section 4(d).
- (h) This guarantee shall not apply to an Operator who is not eligible to work his/her scheduled assignment under applicable laws and regulations for reasons other than his/her service for the Authority, such as working for another employer.

## **SECTION 6. SEPARATE WORK PERIODS**

When extra assignments (which may include biddable trippers and special events) involve intermittent service, separate work periods involved will be subject to a minimum of two (2) hours pay time.

## **SECTION 7. SCHEDULE MAKERS WORK DAY AND WORK WEEK**

### **(a) Guarantee**

All Schedule Makers covered by this Agreement, who are available and work their assignments, shall be guaranteed five (5) consecutive days, eight (8) hours per day, and forty (40) hours per week, except as provided elsewhere in this Agreement.

Schedule Makers who are absent from duty and unavailable for work for part of a day, shall receive pay on a minute basis for only the portion of day worked and the minimum allowance of eight (8) hours shall not apply.

**(b) Length of Work Day and Work Week**

In all classifications, work shifts shall be set up on a basis of eight (8) hours per day, forty (40) hours per week.

**(c) Days Off**

Schedule Department employees will have Saturdays and Sundays off, except when work demands require Schedule Makers to be assigned other days off. When this develops, Schedule Makers will be notified at least ten (10) work days in advance. New work assignments will be posted, listing the work groups, work hours, and days off. The work groups will be composed of job classifications as determined by management.

**SECTION 8. FOUR TEN AND NINE EIGHTY WORK SCHEDULE**

A four-ten (4/10) work schedule for Bus Operators and nine-eighty (9/80) work schedules for Schedule Makers will be implemented in accordance with the Side Letters of Agreement executed at the same time as with this Contract.

## **ARTICLE 3**

### **OVERTIME**

#### **SECTION 1. DEFINITION OF PAY TIME HOURS**

Total pay time hours are the total hours in an assignment that can be multiplied by the Operator's straight time hourly rate of pay to determine the amount of pay in an assignment. Pay time hours are composed of all straight time hours and overtime hours when applicable. Overtime hours will be multiplied by one and one-half (1½). The extension of hours to straight time pay hours eliminates the necessity of an Operator multiplying his/her hours in an assignment by two (2) rates, namely, the straight time rate and the overtime rate.

#### **SECTION 2. OVERTIME PROVISIONS**

(a) Operators Overtime

Operators shall be paid one and one-half (1½) times their straight time hours for all work they perform that is in excess of eight (8) hours per day, except as provided elsewhere in this Contract.

(b) Schedule Makers Overtime

Overtime shall be paid at time and a half (1½) rate of pay for all work Schedule Makers performed in excess of eight (8) hours per day. Overtime shall be paid for work on days off for all work hours in excess of forty (40) hours in the week. A holiday or vacation will be considered a work day.

#### **SECTION 3. SPREAD TIME**

(a) Except as provided in Article 4, Section 2(a), Regular Operators shall be paid one and one-half (1½) times their straight time hours for all work performed in excess of a spread of ten (10) hours except as provided elsewhere in this Contract.

An Operator voluntarily bidding an extra piece of work over and above his/her assignment will be paid for such piece of work, but not in excess of time and one-half (1½), except as provided in Article 44, with a minimum of two (2) hours pay time.

(b) Extra Operators shall be paid one and one-half (1½) times their straight time hours for work performed in excess of a spread of eleven (11) hours, except as provided elsewhere in this Contract.

No Extra Operator will be split after eleven (11) hours from initial sign-on time without the payment of continuous time.

#### **SECTION 4. WORK ON DAYS OFF**

- (a) An Operator working a Voluntary Call Back (VCB) assignment shall be eligible for a "VCB overtime rate" of one and one-half (1½) times the straight time hours for all work performed, with a minimum of twelve (12) hours pay time, providing the Operator has not been absent during the seven (7) calendar days (exclusive of their scheduled or assigned days off) immediately prior to such work on his/her day off.

Operators who have been absent during the seven (7) previous calendar days (exclusive of their scheduled or assigned days off) shall not be guaranteed the twelve (12) hours minimum pay time but will be paid one and one-half (1½) times their straight time hours for all work they perform that is in excess of eight (8) hours. The eight (8) within ten (10) provision for regular assignments and eight (8) within eleven (11) provisions for extra assignments will apply.

It is further agreed that if an Operator is granted request time off or Authority time off, he/she shall not be penalized the overtime provisions when utilized on a VCB.

All hours worked in excess of forty (40) hours in a work week shall be subject to the provisions of the Fair Labor Standard Act (FLSA).

- (b) Operators working an Off Call-Back (OCB) on their scheduled or assigned day(s) off shall be paid at the "OCB overtime rate" of time and one-half (1½) for all work performed, with a minimum guarantee of twelve (12) hours pay time within an eleven (11) hour spread.
- (c) If an Operator working on a day off lays off on his/her own accord the Operator shall be paid at the appropriate rate for time worked only and no minimum guarantee shall apply.
- (d) Article 16 - "Special Rules" shall be an exception to the provision of this Section of the Contract.

#### **SECTION 5. WITHHELD FROM ASSIGNMENT**

- (a) When a Regular Operator is withheld from his/her regular assignment by the Authority, for the purpose of working an alternate assignment, he/she shall be paid not less than the earnings of his/her regular assignment for that day. In addition thereto, he/she shall receive one (1) additional hour of pay time.

- (b) A Regular Operator incumbent on a straight assignment may not be worked on a split alternate assignment except on the basis of continuous time, and he/she shall not be paid less than the earnings of his/her regular assignment for that day and in addition thereto, the one (1) hour additional pay time will apply as in (a) above.
- (c) A Regular Operator shall not be deemed to be held from his/her regular assignment within the meaning of this Section when held from regular assignment, if, through an Act of Providence, or causes beyond the control of the Authority, it becomes impossible to perform regular service; or through the operation of Article 40, "Court Appearance and Jury Duty", or Article 27, "Discipline".

#### **SECTION 6. EXCEPTION DUE TO EXERCISE OF SENIORITY**

If through the exercise of seniority any Operator works more than five (5) days in any work week, all hours worked in excess of forty (40) hours, shall be subject to the provisions of the Fair Labor Standard Act.

#### **SECTION 7. SINGLE OVERTIME PROVISIONS**

Where more than one (1) overtime provision is involved, only that provision which creates the greatest compensation shall apply.

## ARTICLE 4

### PASSENGER SERVICE ASSIGNMENTS

#### SECTION 1. CLASSIFICATION OF ASSIGNMENTS

- (a) Work for Operators in passenger service shall be designated as regular assignments, extra assignments, biddable trippers and special events assignments.
- (b) Regular Operators will not be required to work trippers in addition to their regular assignments unless they request such work. Except as provided in Article 4, Section 7(b), this does not apply to Extra Operators assigned to a regular assignment by board mark-up. The request by a Regular Operator to work trippers will be made on a prescribed form and filed at least twenty-four (24) hours prior to 12:01 A.M. on the day the Operator wishes it to become effective. This request to work may be canceled by the Regular Operator and such cancellation must be filed at least twenty-four (24) hours prior to 12:01 A.M. of the day the Operator wishes to cancel said request to work. These requests must be renewed when Division Shake-ups become effective.

Regular Operators may be required to work before or after their regular assignments in the event of necessary relays, vehicle changes, or emergencies (which includes the missout of the Operator who was to relieve the Regular Operator). Regular Operators may also be required to work additional assignments signing on between 8:00 P.M. and 11:59 P.M. The Regular Operator so used will be paid on the basis of continuous time. It is understood that the Regular Operator will not be used in these instances if there is an Extra Operator available to perform this work.

- (c) Extra Operators on duty, held for duty, or on the property in uniform on a regular work day and whose use will not result in violation of hours of service or driving time regulations, will perform such assignments as conditions of work require and as directed by supervisory employees subject to published instructions as to qualifications. It is understood that an Extra Operator not on duty, or held for duty, will not be used if there is an Extra Operator on duty, or being held for duty.

#### SECTION 2. ESTABLISHMENT OF REGULAR ASSIGNMENTS

- (a) All passenger service work (including preparatory time, pull-in time, deadhead allowance and/or travel time in connection therewith) assigned from each established Division point, except as provided in Article 4, Section 2(d), that can be combined to provide seven (7) or more hours' work within a spread of nine (9) hours and having a regularity of five (5) or more days each calendar week will be established as regular assignments. An exception to this provision would be

assignments involved in the making of recovery time reliefs as shown in Section 14 of this Article. The nine (9) hours spread as herein referred to will not include turn-in. Regular assignments will be on the basis of five (5) days per week and in no case will exceed five (5) days per week. The Authority will designate the off days of regular assignments and establish regular or extra relief assignments composed of off days of regular assignments. Regular work runs may be split only once without the payment of continuous time. A regular work run may not be split after ten (10) hours from initial sign-on time without the payment of continuous time.

In the exceptional cases, not to exceed a duration of thirty (30) days, such as the Pomona Fair, assignments may be written which will be an exception to the first paragraph of this Subsection.

- (b) Not less than sixty (60) percent of the total number of regular weekday assignments shall be straight assignments system-wide, not less than seventy-five (75) percent of the total number of all regular Saturday assignments shall be straight assignments in any Division, and not less than ninety (90) percent of the total number of all regular Sunday assignments shall be straight assignments in any Division, computed on a man-assignments basis. On holidays, the percentage of straight time assignments will be governed by the schedule operated. If weekday schedules are operated, percentage will be sixty (60) percent; if Saturday schedules are operated, seventy-five (75) percent; and if Sunday schedules are operated, ninety (90) percent.
- (c) In establishing regular assignments, it will be the policy of the Authority, through cooperation with the Union, to bring about the best working conditions consistently possible under service conditions. The Authority agrees that the Local Chairman will have access to schedule information in the Scheduling Department. It is further agreed that the Local Chairman may appeal a decision to the appropriate Schedule Development Manager, or equivalent, and if the decision of the Schedule Development Manager is not satisfactory, the Local Chairman may appeal to the Sector General Manager or equivalent whose decision will be final. Copies of all assignments, work runs, and biddable trippers, and schedule temporary assignments, will be mailed to the United Transportation Union office as much in advance of posting as is practicable.

Permanent changes in assignments will be posted in the Division for a period of seven (7) days. In the event an assignment change is posted and affects the sign-on of an Operator the next day and it is posted after the Operator involved has signed off the previous day, or it is posted on scheduled or assigned day off, the Operator involved will be notified by the Authority prior to the new sign-on time. If the Operator involved is not notified, the Operator will not be disciplined because of the failure to report on time and the earnings of the assignment before the change will be preserved. If the change in the assignment is other

than one affecting the sign-on time, it will be the responsibility of the Operator to be aware of this change before commencing the assignment.

If a tripper is canceled and notice has not been posted 24 hours prior to the sign-on of the tripper, the Operator affected will be paid for the time lost as a result of such cancellation. It will be the Operator's responsibility to consult the bulletin board for such posting.

- (d) No Operator, Regular or Extra, will be used on service that is normally pulled out of another Division except in cases of emergency operation. Emergency operation, for the purpose of this Section, includes situations requiring immediate relief of Operator or the operation of extra vehicles to maintain service at time of accidents, traffic delays, fires, disasters, hold-ups, and/or civil defense civil disturbance incidents.

In the event an Operator is used under the emergency conditions outlined above, his/her use will be governed by the following:

Whenever an extra vehicle or a relay is needed on a line, it can be operated out of any Division having jurisdiction over the line; whenever it is necessary to immediately relieve an Operator, this may be done from any Division whether that Division has jurisdiction or not. It is understood that in the event of a relay or an emergency relief of an Operator, the Operator pulling the trip will in turn be relieved by an Operator from the Division having specific jurisdiction over the particular assignment within two (2) hours or one round trip, whichever is the longer. Failure to relieve the Operator will result in the payment of applicable penalty to the Operator who should have been assigned to relieve this Operator.

The provisions of this subsection do not apply whenever Extra Board Operators are used to perform service normally operated within a Service Sector or on a line shared between Divisions or Service Sectors. Any Extra Board operator used on service normally operated within a Service Sector or on a line shared between Divisions or Service Sectors will sign on and off at his/her Home division and will be compensated on the basis of continuous time, consistent with Article 5, Section 4. This exception does not apply to Regular Full-Time, Part-Time or BDOF operators.

- (e) The provisions of this Article will not apply in connection with the suspension of assignments operating in the Pasadena area on New Year's Day due to the impossibility of performing regular service on account of congested and/or disrupted traffic conditions.

It is understood that due to the increased service requirements on New Year's Day, Operators may be assigned to work on lines not under the jurisdiction of their Division with the understanding that the Operator will be signed on and off at the home Division and paid applicable deadhead or travel time.



If a situation similar to New Year's Day should arise, exceptions as covered by this Subsection (f) may be agreed upon by mutual consent of the Chief Operations Officer or designee and the General Chairman.

- (f) This Section does not restrict the Authority from operating a line, or lines, out of more than one Division.
- (g) Not less than ninety percent (90%) of regular work runs will have two (2) consecutive days off, and it is further understood that all additional regular work runs will have scheduled two (2) days off within a seven (7) day work week and said days off may be split. If the number of Sunday assignments is reduced by eight percent (8%) or more from the number in effect on June 1, 1976, the ninety percent (90%) will revert to eighty-five percent (85%).
- (h) In the event there is an accident or close down of any line or portion thereof of the Rail system which is beyond the control of the Authority, train operators may, without penalty to the Authority, operate buses to provide substitute rail service that is necessary in order to maintain scheduled rail service.

### **SECTION 3. DEFINITION OF STRAIGHT, SPLIT AND RELIEF ASSIGNMENTS**

Regular work runs will be classified as straight, split and relief work runs. A regular work run on which time on duty is computed on a continuous basis is a straight work run; one which includes intermittent service and on which time is not computed on a continuous basis is a split work run; and one made up of the "off" days of three (3) or more regular work runs is a relief work run. No relief work run shall be constructed which requires an Operator to sign on and off at other than a single location for any one or more days of a week or month unless he/she is allowed deadhead time and/or travel time when working a work run which starts or ends at other than his/her regular Home Terminal.

### **SECTION 4. PREPARATORY TIME AND SIGN-OFF TIME**

All Bus Operators will be allowed a minimum of thirteen (13) minutes, and Train Operators 25 minutes preparatory time, for the purpose of getting equipment ready for pulling out. Bus Operators will be allowed three (3) minutes and Train Operators five (5) minutes for storing equipment, after completion of their assignments or work runs at Division points or outside locations.

Preparatory time and sign-off time shall be considered as work time and made a part of the work run.

Operators driving C.E.A. equipment are excluded from this Section, unless the Operator uses a bus which is to be put into line service when making his/her relief. In

this event the Operator pulling the bus out will be paid preparatory time and, the relieved Operator who brings the other bus back will be paid the storing allowance.

## **SECTION 5. POSTING OF REGULAR WORK RUNS**

Each regular work run will have a designated sign-on and sign-off point and time, and an outline of the service to be performed. The Authority will maintain in each Division a copy of all regular work runs system-wide, on a current basis.

## **SECTION 6. ESTABLISHMENT AND POSTING OF RECURRING EXTRA ASSIGNMENTS**

All recurring passenger service work (including deadhead allowances and/or travel time in connection therewith) which is not included in regular work runs will be included in extra assignments and posted in Run Books or on Bulletin Boards in Operators' rooms. Regular sign-on and sign-off points and times, and an outline of the service to be performed, will be set forth in the assignment sheet as posted.

## **SECTION 7. DEFINITION OF EXTRA ASSIGNMENTS**

- (a) All work for Operators in passenger service, not included in regular work runs, will be classified as extra assignments and will be filled from Extra Board lists as long as Extra Operators are available, except biddable trippers bid in accordance with the provisions of Article 9 and special events assignments as outlined in Section 8 of this Article. Temporary vacancies in regular work runs will be filled from Extra Board lists as provided in Article 13 and will be paid on regular work run basis. It is understood that an Operator under the provisions of this Section, will not be paid less than he/she would have been paid under established rule of eight (8) hours pay time within a spread of eleven (11) hours for Extra Operators.
- (b) No Extra Operator, who is marked-up to a regular assignment that signs on prior to 5:00 A.M., will be required to work a tripper after said regular assignment, unless he/she has submitted a prescribed form indicating he/she desires such work. This request to work will be handled in the same manner as Regular Operators as indicated in Section 1(b) of this Article.
- (c) Temporary vacancies in biddable trippers at Auxiliary Divisions which have been bid in under Article 9 will be filled in accordance with the hold-down provisions of Article 9, and if not bid in on hold-down basis, such temporary vacancies will be filled from the Extra Board lists. Regular Operators will not be required to work their bid trippers on their days off.

## **SECTION 8. DEFINITION OF SPECIAL EVENTS ASSIGNMENTS**

Special events assignments are extra pieces of work which generally do not exceed four (4) hours in duration. Included in the category of special events are occurrences at:

- The Coliseum
- Olympic Auditorium
- Numerous Churches
- Greek Theatre
- Shrine Auditorium
- Parades
- Conventions at above locations and at various hotels
- Scout Activities
- School and College Activities
- Griffith Park Observatory
- Pilgrimage Play
- Orange Show at San Bernardino
- Baseball Stadiums
- Sports Arenas
- Convention Centers

But excludes Charter Service or leased motor coach service. Leased motor coach service is that service operated by the Authority with Authority Operators and vehicles through lease agreement with other charter companies in our service area.

It is understood that known work of this type that is not assigned to the Extra Board will be posted for choice at Divisions and that it may be bid by Regular Operators. It is also understood that work will not be assigned in such a way that will interfere with the assignment of an Operator on the following day.

Should an Operator working a special event assignment sign-off too late to perform his/her report, the next day will be governed by the provisions of Sections 11 and 12 of this Article.

#### **SECTION 9. RELEASE PERIODS IN ASSIGNMENTS AFTER 8:00 P.M.**

- (a) No period of release of less than eight (8) hours between assignments, or portions thereof, which occur between 8:00 P.M. and 5:00 A.M., shall be deducted from time of Operator working such assignments. This time shall be subject to the overtime rule. This rule will not apply to Extra Operators when start of split between assignments commences before 8:00 P.M. and extends beyond 8:00 P.M. It is further understood that regular work runs starting after Midnight and before 5:00 A.M. will be straight work runs.
- (b) It is understood that the provisions of Subsection (a) of this Section 9 shall not apply when Operators are working bid special event assignments.

- (c) Any period of release of less than thirty (30) minutes within the hours of a regular work run will be paid on a continuous basis and will be subject to the overtime rule. This provision does not apply to the period between a regular work run and a biddable tripper, nor does it apply to the work of an Extra Operator.

## **SECTION 10. RELEASE PERIOD IN WORK RUNS OR ASSIGNMENTS**

Deadheading time and/or travel time is part of the work assignments in the computation of interval of release. Interval of release periods are governed entirely by time actually released from duty, regardless of any minimum allowances provided under this Contract.

## **SECTION 11. BEGINNING AND ENDING OF DAY**

- (a) A day for Operators will commence at the time that they are first required to report and so do at or after 12:01 A.M. and up to and including 12:00 Midnight of any calendar day. It is understood that Operators will have eight (8) or more hours of release from duty before commencing a new day. The spread of hours in a day for the purpose of computing the permissible spread of hours commences at the time an Operator first reports and continues until he/she completes his/her assignment in any given day. The spread of hours for the purpose of computing spread overtime commences at the time he/she first reports and continues until he/she complete his/her assignment in any given day with the exception that turn-in time is not included within the spread of hours.
- (b) If, in the mark-up of an Extra Board, the Division Dispatcher errs and does not grant an Operator eight (8) or more hours release from duty before starting his/her new day, and does not notify the Operator before he/she reports for his/her new assignment, the Authority shall pay that Operator continuous time, at straight time rate of pay, from the time of his/her sign-off to the time of his/her sign-on the following day. If the Authority notified the Operator of the error in Board mark-up at least four (4) hours prior to the Operator's sign-on time the following day, the Operator will be given a new sign-on time and be paid a separate allowance of four (4) hours in addition to all other earnings that day.
- (c) This rule only governs the determination of spread hours during which period a day's work is performed and which may include release periods for which Operators are not compensated under applicable rules.
- (d) An Operator who works a night or owl run or special event assignment that commences prior to Midnight and continues into the following day, computes his/her spread from the time he/she first commences work until his/her completion of work on the following day, with the further provision that no Operator whose work continues into the following day may work after 10:00 A.M., on the following day until he/she had at least eight (8) hours release from duty.

## SECTION 12. LATE SIGN-OFF

- (a) A regular Operator who signs off late due to the needs of service, and who will not have the required rest referred to above, will be instructed at time of sign-off to report the next day at any time between eight (8) and ten (10) hours after sign-off time, will be placed on his/her regular assignment at the first opportunity, and will be guaranteed the earnings of his/her assignment for that day, providing he/she complied with the requirements of Subsections (d) through (h) below.
- (b) Except as provided in Subsection (c) below, an Extra Operator who signs off late, due to the needs of service, and who will not have the required rest referred to above, will be instructed at time of sign-off to report the next day at any time between eight (8) and ten (10) hours after sign-off time, and will be guaranteed the earnings of his/her Board Mark-Up as outlined in Article 2, Section 1 or 2, providing he/she complied with the provisions of Subsections (d) through (h) below.

Example: An Extra Board Operator is marked up for an assignment that signs on at 1:00 P.M. and off at 9:30 P.M. and on the next day's mark-up is due to report at 6:30 A.M. On the first day he/she experiences a delay which results in his/her signing off that day at 11:00 P.M., he/she will be brought back the succeeding day and time between eight (8) and ten (10) hours and will be guaranteed the earnings of his/her Board Mark-Up.

- (c) Extra Board employees marked up originally on the Extra Board for a report of 1:00 P.M., or later, and who so reports for duty in accordance therewith, will be considered to be available for duty for a period of nine (9) hours. If the Operator violates, he/she will be brought back after eight (8) hours rest and will be signed off that day at the time he/she was previously scheduled except for delays to service in connection with his/her P.M. assignments, and his/her earnings for that day will be preserved. Nothing herein will affect the option of the Authority to relieve the Operator prior to violation in order to have him/her available for his/her next day's regular Board Mark-Up.
- (d) If an Operator is late signing off and will not have the eight (8) hours rest referred to in Section 11 of this Article, he/she will complete a special late sign-off slip entitled, "Late Sign-Off-Insufficient Rest". This slip will be given to the management staff at the time the Operator makes his/her turn-in.
- (e) In the event the Operator is assigned to a Terminal Division or an Auxiliary Division and will not have the eight (8) hours rest referred to above, he/she will be required to report by telephone to his/her Home Division at the Authority's expense.
- (f) Failure on the part of the Operator to report this late sign-off, in the above referred to manner, may result in his/her being held off his/her assignment until

at least the eight (8) hours rest referred to above is completed. This will be done without penalty to the Authority. This in no way affects the basic daily guarantee as shown in Article 2.

- (g) It will be the responsibility of the management staff on duty, upon receipt of this slip, or telephone call, as referred to above, to advise the Operator of this sign-on time as shown in Section 11 of this Article.
- (h) Failure of the management staff to notify the Operator of his/her revised sign-on time will result in the Operator reporting for duty eight (8) hours and one (1) minute after sign-off time and he/she will be guaranteed the hours of this assignment and will be signed off at the time he/she was previously scheduled except for delays to service in connection with his/her P.M. assignment.

### **SECTION 13. PADDLE BOARDS**

The Authority shall provide Operators with paddle boards for scheduled work that is on a recurring basis. The paddle boards shall include pull-outs and pull-ins locations and times, and time points. The Authority will also endeavor to make available information sheets, whenever practical, that are descriptive of routes of lines, special operating conditions, and other miscellaneous information. The Authority will make available to Operators in all Divisions throw-away type sheets showing location of restroom facilities on each line. This sheet will be revised whenever necessary.

### **SECTION 14. WORK RUNS - RECOVERY TIME**

It shall be the policy of the Authority to schedule the recovery time as listed below:

- (a) The Authority will provide recovery time by trip of at least eight (8) minutes or ten (10) percent, whichever is greater for all regular and relief work runs, except weekday service between 5:00 a.m. to 8:00 a.m., 3:00 p.m. to 6:30 p.m., and owl service where recovery time by trip will be at least six (6) minutes or 10% whichever is greater for all regular and relief work runs. Providing the Local Chairman and the Authority agree, recovery time for bus service may be on a round trip basis to accommodate certain circumstances such as, but not limited to, one-way trips of less than 40 minutes. With respect to Rail service, recovery time may be based on a "round trip" or ten (10) percent, whichever is greater, which may be apportioned between one or more locations as necessary due to scheduling requirements. This provision is subject to Article 4, Section 14 (c). Until revenue service on Segment 2 of the Metro Red Line commences, the Authority will provide recovery time of at least ten (10) percent of a round trip - but not less than a total of 20 minutes every four round trips in the operation of the Metro Red Line.

- (b) At least eighty-five percent (85%) of all weekday regular straight runs (except owl runs) will have scheduled in them at least one recovery time period, of a minimum of fifteen (15) minutes. At least fifty percent (50%) of the regular straight runs on Saturdays, Sundays, Holidays and owl runs will have scheduled a minimum of fifteen (15) minutes recovery time period. These percentages will be computed on a system-wide basis.
- (c) If there are instances where these recovery times are scheduled, yet not generally realized (i.e., more than sixty percent (60%) of the time), the UTU may invoke a corrective procedure, as follows:

The Operator or the Union will provide a written account of the specific problem, including the number of recovery times shorter than the schedule minimums during a two (2) week period, and the specific trips and drivers involved to respective Division Management. Division Management will, upon review, forward the specific information to the Scheduling Department for action. The Scheduling Department will then verify the account with independent time checks. It will notify the UTU and Division Management of its findings. If corrective action is warranted, the notification will specify when the correction will go into effect.

If a schedule correction can be made through a minor schedule change, it will be made in three (3) weeks or less. If a major schedule change is required, the correction will be implemented within sixty (60) days unless the Authority is required to have Los Angeles County Metropolitan Transportation Authority Board approval and public hearings to adopt such major change(s).

A minor change is a schedule change that does not require workruns to be rebid. It is understood that Management's decision will not be subject to the provisions of Article 26.

## **SECTION 15. MEAL AND REST PERIODS**

The recovery time set forth in Section 14, above shall be guaranteed, and, in compliance with Wage Order No. 9, will be combined with non-work time or non-straight assignments to serve as an Operator's meal and/or rest periods. This shall be reflected in scheduled work assignments as soon as possible and no later than in time for the December 2006 shakeup. Any disputes regarding this section shall be subject to the provisions of Article 26.

## ARTICLE 5

### TRAVEL TIME - DEADHEAD

#### SECTION 1. TRAVEL TIME ALLOWANCES

The travel time allowances will be paid to Operators when required to travel between Division and relief points, and/or relief points and Divisions and/or between two (2) relief points.

#### SECTION 2. COMPUTATION TRAVEL TIME

The basic travel time formula and allowances between Divisions and relief points will be as follows:

- (a) The walking distance from a Division to the relief point based on a walking rate of two and three-quarters (2-3/4) miles per hour.

The maximum walking time shall be seventeen (17) minutes.

- (b) When (a) is not applicable, the travel time allowance will be the sum of the following items:

- (1) The walking distance from a Division to a line of travel based on the walking rate of two and three-quarters (2 3/4) miles per hour.

- (2) One-half (1/2) of the weekday base headway of the line when travel on the line is necessary. In the event an Operator must use two or more lines while traveling, he/she will receive one-half (1/2) of the weekday base headway of the first line and the full weekday base headway on the additional lines used. It is understood that this computation will be made either on the going or return travel movement whichever is greater, and such allowance used on movements in both directions. If the total of the base headway results in an excess of one-half (1/2) minute or more, the allowance will be the next higher minute, if the excess is less than one-half (1/2) minute it will be dropped.

- (3) Scheduled weekdays base running time.

- (4) On Saturdays, the Saturday base running times and one-half (1/2) or full Saturday base headway will be used, and on Sundays, the Sunday base running times and one-half (1/2) or full Sunday base headway will be used when applicable.



### **SECTION 3. THE USE OF AUTHORITY BUSES OR AUTOMOBILES FOR TRAVELING**

Whenever it is deemed advisable by the Authority, Authority equipment (buses or automobiles) may be furnished to Operators to travel between divisions and relief points, between relief points and divisions, or between two (2) relief points, in lieu of traveling on Authority scheduled equipment.

Travel time allowances for the use of Authority automobiles or buses will be based on required time and will be agreed to by the Authority and the Local Chairman.

### **SECTION 4. HOME DIVISIONS**

- (a) The Bus and Train Operators' Home Division will be the location where their assignments start and finish, it being understood that such starting and finishing locations will be restricted to the Home Divisions designated to this Article. In all cases, Bus and Train Operators will be returned to starting locations at the completion of their assignments or portions thereof, or shall be paid arbitrary travel time allowances to return them to their Home Divisions.

Train Operators may be instructed to report for duty at an established Bus Division for the purpose of securing or storing buses to be used in providing substitute bus service when it is impossible to operate the Rail service in accordance with Article 4, Section 2 (h).

- (b) The following are established as Home Divisions. Additional Home Divisions may be designated, established, or closed by the Authority with the understanding that the Union will be notified sufficiently in advance of such action, to allow the negotiations of proper deadhead or travel time allowances.

<b>DIVISION</b>	<b>LOCATION</b>
1	1130 E. 6th Street, Los Angeles
2	720 E. 15th Street, Los Angeles
3	630 W. Avenue 28, Los Angeles
5	5425 S. Van Ness Avenue, Los Angeles
7	8800 Santa Monica, West Hollywood
8	9201 Canoga Avenue, Chatsworth
9	3449 Santa Anita Avenue, El Monte
10	742 N. Mission Road, Los Angeles 6 (Terminal) 100 Sunset Avenue, Venice
11	4350 208th Street, South Roadway Extension, Long Beach
12	970 Chester Place, Long Beach
15	11900 Branford Street, Sun Valley
18	450 W. Griffith Street, Carson
20	320 S. Santa Fe Ave, Los Angeles

## **SECTION 5. EXCEPTION TO APPLICATION OF TRAVEL TIME**

Travel time will not be paid under the following conditions:

- (a) Traveling in exercise of seniority choice to take assignment, voluntarily transferring between divisions, transferring under the requirements of the provisions of Article 12, Section 2(b) (1) and (b) (2), or for the purpose of making a bid at a Shake-up.
- (b) Operators hired at the Employment Division and sent to the Instruction Division or to another Division to enter service.
- (c) Operators relieved at their own request, except on account of sickness or injury, before the completion of a day's work.
- (d) Operators traveling to take over their own assignment after missout.

## **SECTION 6. TRAVEL TIME FOR OPERATOR RELEASED AT OUTSIDE LOCATIONS**

Operators placing themselves in position for service at an outside point instead of traveling on scheduled Authority vehicles shall be allowed the same travel time allowances provided in this Article.

Where combination of service and travel time or other service conditions are involved, Operators so instructed may be required to travel or perform service on Authority vehicles.

## **SECTION 7. PAYMENT OF TRAVEL TIME**

Travel time will be considered as work time and subject to overtime rates, when applicable.

## **SECTION 8. DEADHEAD ALLOWANCES**

The deadhead allowances will be paid to Operators when required to deadhead between divisions, auxiliary divisions, terminal divisions, and/or storage lots.

## **SECTION 9. COMPUTATION OF DEADHEADING**

Deadhead time will be the actual time required in deadheading between locations. Recurring deadhead allowances will be established and will be included in Operator's work runs and assignments. Deadheading may be required on Authority

scheduled vehicles, or by the use of Authority's buses or automobiles. Present allowances for deadheading between outside locations will be continued as now in effect, and future allowances will be agreed to by Local Chairman and the appropriate Schedule Development Manager on a fair and equitable basis.

#### **SECTION 10. EXCEPTIONS TO THE APPLICATION OF DEADHEADING**

The same exceptions as contained in Section 5 of this Article will apply to deadheading.

#### **SECTION 11. PAYMENT OF DEADHEAD**

Deadhead time will be considered as work time and subject to overtime rates when applicable.

#### **SECTION 12. EXCEPTION TO MISSOUT WHEN TRAVELING DEADHEADING**

In the event an Operator is delayed in reaching the relief point when his/her arbitrary allowance applied, and this delay is due to a vehicle being late that would have enabled him/her to arrive at relief point on time, he/she will not be charged with a missout and will be entitled to pick up his/her run and will be paid the hours of his/her assignment.

However, it will be the responsibility of the Operator involved to reasonably substantiate the fact of the delay by securing, subsequently, a written statement from the Operator operating the delayed bus. This is applicable only when the headway on the line is fifteen (15) minutes or more, or the delay to service on the line is fifteen (15) minutes or more.

## **ARTICLE 6**

### **TIME FOR TURNING IN AND SECURING SUPPLIES**

#### **SECTION 1. TURNING IN AT HOME DIVISIONS**

Operators working out of divisions where cashier facilities are available will make turn-ins and draw supplies, as required, at the Home Division and shall be paid ten (10) minutes straight time at their applicable rate of pay for the turn-in of each day's receipts.

#### **SECTION 2. TURNING IN AT AUXILIARY OR TERMINAL DIVISIONS**

Operators working out of divisions or terminals where facilities are not available will make their turn-ins at indicated divisions or terminals while on duty and will not be paid turn-in time.

#### **SECTION 3. TURNING IN ON PREMIUM TIME**

When premium time is involved, turn-in may be absorbed in the premium time when such premium time is paid at the end of the Operator's day's work.

#### **SECTION 4. MAKING TWO TURN-INS**

Operators desiring to make more than one (1) turn-in in the course of a day's work will be allowed to make two (2) turn-ins in the course of a day's work with the understanding that they shall be paid only one (1) turn-in allowance as referred to in Section 1.

#### **SECTION 5. RECEIPTS ON REQUEST**

When receipts are requested by the Operators, they shall be presented to the Division management who in turn will stamp the Operator's copy indicating date received.

#### **SECTION 6. BAD ORDER FARE BOXES**

When discrepancies of any kind are reported by Operators on a Miscellaneous Report regarding fare boxes, the Transportation Manager will have the box removed from the bus and checked.

## **ARTICLE 7**

### **MANNING REVENUE EQUIPMENT**

#### **SECTION 1. NON-OPERATOR EXCEPTIONS**

All revenue equipment of any type operated by the Authority will be manned by Operators who are qualified for such service, except that ATU represented employees who are qualified to operate said equipment may change off equipment in revenue service if no Extra Operators are available at the Division.

The provisions of this Article shall not be construed to prohibit Mechanics, or members of the supervisory forces, from operating revenue equipment in cases of emergency or on test trips, or for the purpose of instruction where such trips do not involve transferring equipment between garages, shops or Divisions. In cases of emergency, or when qualified Operators are not readily available, Mechanics may transfer equipment between shops, Divisions and Terminals.

#### **SECTION 2. SUB-CONTRACTING, PARA-TRANSIT, NEW SERVICE**

- (a) Nothing in this Contract shall be deemed to preclude the Authority from contracting for service with common carriers of persons operating under a franchise or license for services, providing that no contracting shall take place (except as provided in paragraph (d) below) unless there is insufficient equipment, or there are insufficient operators to perform said service, and provided further that said contracting shall not adversely affect the existing employees of the Authority.
- (b) Nothing in this Contract shall prohibit the Authority from becoming an "umbrella" agency with responsibility for administering, regulating, and contracting with respect to Para-Transit Programs.
- (c) At no time during the term of this Contract or any extension thereof between the Authority and Union will the Authority reduce its hiring or layoff employees covered by the said Contract as the result of the inclusion of subcontracting of Para-Transit Programs.
- (d) Notwithstanding any other provision of this Agreement to the contrary, the Authority may create, finance, fund or otherwise contribute to, directly or indirectly, in whole or in part New Service. For purposes of this paragraph New Service is defined as any new types or kinds of service such as, but not limited to, additional Para-Transit, van service on fixed or variable routes, dial-a-ride programs, other transportation services on customer demand programs, or any new bus lines or routes, or any newly created transit zones which will be in addition to the existing bus transportation service now operated by the Authority.

Such New Service may be operated by other providers of public transportation services, whether public or private entities, or any combination thereof, in which case the Authority shall not be the employer of the operations' employees engaged in such New Service and this Agreement shall not be applicable to the operation of such New Service. If the Authority itself assumes or undertakes the day-to-day operation of such New Service with its own employees, then the operation of such New Service shall be covered by this Agreement and may be performed under Article 25 as BDOF service.

The Authority shall not lay off any full-time employees covered by this Contract as a result of the Authority exercising its right to finance, fund, contract out or assign the operation to others of such New Service. Any New Service bus lines or bus routes shall not duplicate, parallel or replace existing service in whole or in part, but shall be service not currently being furnished by the Authority.

It is the intent of the parties that the contracting of New Service shall not adversely affect the employment of the Authority's employees covered by this agreement.

- (e) No Para-Transit equipment shall, during the term of this Contract be stored, serviced, repaired or maintained on any Authority property where Authority revenue equipment is stored.
- (f) Nothing in this Agreement shall be construed as preventing the Authority from transferring lines or service to a Transportation Zone in accordance with S.B. 1101 of the 2000 session.

## **ARTICLE 8**

### **QUALIFICATIONS**

#### **SECTION 1. DIVISION QUALIFICATIONS**

- (a) Extra Operators will be required to qualify, when eligible, for the different lines and classes of work filled at the Division to which assigned.

At the Rail Divisions, all Train Operators will be required to qualify for the different lines and classes of work filled at the Division to which assigned. All Train Operators must maintain their bus operating qualifications for the purpose of operating alternate bus service, if necessary, as provided for in Article 4, Section 2 (h).

- (b) Newly employed Student Bus Operators who have completed at least twelve (12) days of training may be assigned to a regular assignment that is open for bid while completing the balance of their Division qualifications. This assignment will continue to be posted for weekly bid. The Operator so assigned must complete the Division qualifications within forty (40) days from the day he/she is assigned to the unbid assignment. This qualifying will be done on the Operator's off time, and will be compensated for under the provisions of Section 4 of this Article. If the Division qualifications are not completed within the forty (40) day period, the Operator will be removed from the regular assignment and will revert to the status of a Student until Division qualifications are completed. After completion of qualifications, his/her position at the Division will be determined by applicable rules of the Contract.

#### **SECTION 2. STANDARDS OF EFFICIENCY ESTABLISHED BY THE AUTHORITY**

The Authority shall have the right to establish and require such tests and standards of efficiency as it may deem necessary to satisfy itself of the competency of the employee for the desired position in order to fully provide for the safety of operation of its equipment, subject to provisions of this Contract and the applicable Safety Regulations of the California Highway Patrol, California Public Utilities Commission or any other safety regulations provided by California Law.

#### **SECTION 3. PAY FOR QUALIFYING**

Pay for qualifying on forced changes only and Division Shake-Ups. Two Division Shake-Ups each year in the months of June and December.

Except that newly employed Operators shall be paid at a rate indicated in Article 1 for Trainee time worked until assigned to actual service. Operators actually assigned

to service shall be compensated for time spent obtaining additional qualifications in accordance with the following rules:

- (a) Where such Operators are obtaining necessary added qualifications as a result of the following: Division Shake-Up, equalization of manpower, changes in operation, or as covered by Section 1(b) of this Article, they shall be compensated as follows:
  - (1) Operators shall be paid at the established rate of pay provided for in Article 1, with no overtime provisions applying.
  - (2) Qualifying time may be considered as a part of the day's work in instances where the Operator may perform actual service and spend certain time qualifying within the same day's work which is otherwise compensable as premium time.
- (b) Where Operators are directed by the Authority to transfer to another Division for temporary special assignments, such as extra service operated on New Year's Day, compensations for time required to qualify for such service as designated by the Division Management will be allowed at the Operator's established rate of pay provided for in Article 1, including deadhead time to and from such Operator's Home Division.

Such qualifying done on holidays or on the Operator's bid days off, will be paid for under the provisions of Articles 3 and 44, respectively.

- (c) Operators qualifying in order to exercise their seniority for semi-annual system bidding or for the purpose of displacing, under the provisions of Article 9, Sections 3 and 5, will not be compensated for time so spent.

#### **SECTION 4. HOME DIVISIONS - STUDENTS**

Home terminal of Student for Student compensation purposes shall be the Divisions to which regularly assigned insofar as Line Instruction trips are concerned, and the Headquarters of the Instruction Division when assigned as a Student for the purpose of class instruction or examinations.

#### **SECTION 5. PROVIDING QUALIFIED OPERATORS ON EXTRA OPERATORS' LIST**

When additional qualified Operators are needed for any class of service covered by Section 1 of this Article, at any Division in order to meet service requirements, a notice shall be posted for the attention of Extra Operators at such Division which shall state the class of service and the number of additional Operators needed. If sufficient number of Operators do not voluntarily qualify to fill such requirements, such need shall be filled by arbitrarily requiring eligible Operators on Extra Operators' list at that Division to qualify in reverse order of their seniority. If sufficient Operators are not obtained by



the method herein outlined, additional Operators may be secured by transfer of Junior Operators from other Divisions and/or by increasing the Extra List by additional Operators to meet service requirements. The Authority otherwise reserves the right to increase Extra Operators' lists by employment of additional Operators as in its judgment the requirements of the service necessitate.

#### **SECTION 6. QUALIFYING AGE LIMITS**

- (a) When notices are issued by the Authority requesting applications from Operators to qualify in types of service set forth in Section 1 of this Article, such notices will not specify any age limit of applicant to govern their eligibility, and such applications may be made without regard to age of applicant. Consideration by the Authority will be given to age of applicant, along with all other factors, but age alone will not be sufficient cause for rejection of an applicant to qualify for the particular type of service involved in such applications.
- (b) Selection of applicants will be made on basis of seniority, providing they have the necessary fitness, ability and aptitude for the particular type of work involved.
- (c) Applicants whose applications are rejected will be notified in writing the cause of such rejection.

## ARTICLE 9

### CHOICE OF WORK ASSIGNMENT

Seniority shall determine the order in which employees in all Authority Divisions, Auxiliary Divisions, and Terminal Divisions may select their work assignments. There shall be one Departmental Seniority List of employees in all Authority Divisions, Auxiliary Divisions and Terminal Divisions. At each such Divisions there shall be established a Division Seniority List taken from the Departmental Seniority List. The Departmental and Division Seniority Lists shall determine the order in which such employees make their choice of work assignments, including biddable trippers.

The Authority shall determine the number of qualified Operators to work in each Division, Auxiliary Division or Terminal Division. The choice of work assignments shall be accomplished as follows:

#### SECTION 1. DIVISION SHAKE-UPS

- (a) Division Shake-Ups shall be effective during the months of June and December.
- (b) All schedules, including work runs, involved in such Division Shake-Ups, shall be posted at the Division at least 72 hours before the start of bidding. The Operators on leave (other than Indefinite Leave) shall be given notice at their most recent address in the files of the Authority. In the event an Operator is to bid at a Division Shake-Up and it is known that he/she will not return to work before the effective date of the Shake-Up, he/she shall be transferred to Indefinite Leave and not permitted to bid. Upon his/her return he/she shall exercise his/her seniority in accordance with Article 9, Section 6, of the Contract. If an Operator is not present when it is his/her turn to bid and has not left a choice with the person designated to receive such a choice, an assignment shall be chosen for him/her by his/her Location Manager. The June Shake-Up shall be spread over a 10 day period and other Shake-Up shall be spread over a five day period.

Operators changing assignments in a Division Shake-Up and who are not qualified for their new assignment, will be required to qualify on their time off in advance of the effective date of the Shake-Up and will be paid for such qualifying under the provisions of Article 8, Section 4(a). It is recognized, that in order for operators to so qualify, they will be released from duty on their days off to complete this training.

- (c) When Division Shake-Ups are held in accordance with this Section, Divisions and all Terminal and Auxiliary Divisions controlled by a Division will take part in the Shake-Up. For example, a Division Shake-Up at Division 10 will include Terminal 6. Whenever a Division Shake-Up is required by the Authority other than a

regular Division Shake-Up, Operators shall be paid for time lost on any such additional Shake-Up.

## **SECTION 2. SCHEDULE CHANGES**

Whenever work runs or biddable trippers on any line are changed for a period of over a five consecutive work days, all such work runs or biddable trippers will be placed for bid for Operators within that Division in accordance with the provisions of Section 3 of this Article.

Dedicated Bulletin Boards will be used in each Operating Division for the exclusive display of schedule changes and cancellation information.

In the event the change is of a duration of five (5) consecutive work days or less, the Operator will remain on the assignment and will receive not less than he/she would have been paid under the applicable provisions of this Contract as though the assignment had not been changed. Should any Operator be displaced for a work run through the operation of this Section, he/she will be allowed displacement privileges within the Division as covered by Section 5 of this Article. Any of the following shall constitute a change of schedules:

- (a) When the pay time on any run is affected to the extent of 30 minutes or more.
- (b) When the spread time of any run is affected to the extent of 30 minutes or more.
- (c) When the commencing or ending time of any run varies 30 minutes or more.
- (d) When the day or days off of any run is changed.
- (e) When the paytime, sign-on or sign off time of any biddable tripper is affected by fifteen (15) minutes or more.
- (f) A change in the number of a regular assignment or biddable tripper that is not changed to the extent shown above will not constitute a change of schedule that requires it to be posted for bid.
- (g) When a line is transferred from one Division to another Division, a number of Operators according to the number of runs and the required Extra Board Operators shall be permitted to transfer with the line. The Operators so transferred with that line shall be entitled to exercise full seniority at the Division to which they have transferred. In addition, there shall be a Division Shake-Up at the Division from which the line transferred and at the Division to which the line transferred.

- (h) In the event sufficient Operators do not elect to transfer with the line as referred to above, Operators will be taken from the bottom of the Division Seniority List and transferred with the line to the new Division.
- (i) In the event a regular assignment is changed before it can be advertised and bid, the Operator incumbent on that assignment may remain on same until the bidding cycle is completed or may, if he/she so desires, exercise immediate displacement as covered by Section 5 of this Article.
- (j) In the event a Division closes or ceases to function as an operating Division and the lines are transferred to other operating divisions, (g) and (h) of this Article will apply.

A Senior Operator who does not elect to transfer with the lines transferred may exercise a system displacement, providing the required number of Junior Operators remain to be transferred with those lines involved.

Such displacements are limited to those operators not covered in the aforementioned Sections (g) and (h).

### **SECTION 3. SEMI-ANNUAL BIDS**

- (a) Assignments open for bid shall be posted for weekly bidding by Division every Sunday at 7:00 A.M., and bids shall be closed at 7:00 A.M. on the following Wednesday. During the months of March and September, all assignments open for bid shall be posted for system-wide bidding at 7:00 A.M. on a Sunday, and bids will close at 7:00 A.M. on the following Wednesday. During the aforementioned bid periods, the successful bidders shall work his/her new assignment on the ensuing Sunday at the Bid Division.

When a Division Shake-up has been announced, there will be no weekly bidding during the two (2) weeks prior to the Division Shake-up. Operators bidding another assignment will not be permitted to bid on the assignment they have just vacated on the following bid except when the Operator has lost his/her new assignment through no fault of his/her own.

- (b) Regular assignments posted for seniority choice which are not bid in, will be assigned to the Extra Board at the Division having jurisdiction over the regular assignment except as provided in Article 8, Section 2(b) and the assignment will continue to be posted for choice until bid in.
- (c) Semi-Annual bids will be posted for choice at all Divisions as well as at Auxiliary and/or Terminal/Divisions. Open Train Operator assignments will not be posted for system wide bid in bus divisions.

- (d) An Extra Board Shake-Up must be conducted whenever new positions are created on the Extra Board due to the addition of newly hired operators. This Shake-Up will occur immediately and in accordance with Section 4 of this Article.
- (e) Failure to post such runs and trippers or open assignments will result in a penalty in accordance with the provisions of Article 12, Section 3 on the first day such assignment is worked by the Extra Board.
- (f) Bid vacation and bonus holidays are subject to the provision of Section 12(a) of this Article.

#### **SECTION 4. EXTRA BOARD SHAKE-UPS**

- (a) Whenever it becomes necessary to change days off on the Extra Board, an Extra Board Shake-Up of days off will be held among the Extra Operators of the Division affected. It is understood that Extra Board Shake-Ups will be held no more frequently than every other week, except as indicated in Subsection (b) below.
- (b) Whenever it is necessary to equalize manpower by transferring Operators from the Home Division to the Terminal Division, as provided in Article 12, Section 1(b) (2), an Extra Board Shake-Up may be held, which may be in addition to the bi-weekly limitation indicated in Subsection (a) above.
- (c) Whenever it is necessary to equalize manpower by transferring Operators from the Terminal Division to the Home Division, an additional Shake-Up shall not be held because of this transfer, instead days off will be assigned by the Authority to the Operator transferring, until such time as a Shake-Up is held as provided in Subsection (a) above.
- (d) In order to handle an Extra Board Shake-Up of days off, the following procedure will be used:
  - (1) Extra Board Operators at each Division will be requested to submit their choices on the prescribed form the seven (7) days off combinations in order of their preference. These choices will remain in effect until such time as the Extra Board Operator elects to have them changed, which he/she may do at any time by completing a new form. At the time a Shake-Up has been announced, an Operator will have until 12:00 Noon Thursday to revise his/her form.
  - (2) Extra Board Shake-Ups will be effective on Sunday. Not later than 12:00 Noon Wednesday, prior to the effective date of the Extra Board Shake-Up, a Division notice will be posted announcing the change. The Shake-Up will close at 12:00 Noon Thursday, and the results posted not later than 3:00 P.M. the same day.

## **SECTION 5. EXERCISING DISPLACEMENT PRIVILEGE WITHIN THE DIVISION**

- (a) An Operator displaced by a Senior Operator through operation of the provisions of this Article, or who is, for any reason, deprived of his/her regular assignment through no fault of his/her own, may, if qualified by the effective date, displace a Junior Operator on a regular assignment or the Extra Board, or an assignment as shown in Section 9(e). If qualifications are not obtained by effective date, Subsection (c) of this Section will apply. Such displacement must be made within twenty-four (24) hours from the time the Operator affected is notified of the fact he/she has lost his/her assignment. This twenty-four (24) hours is exclusive of time absent from work due to regular day off, holiday, vacation or illness. The Authority will notify Operators of their loss of assignment as promptly as is practicable.

It will be the policy of the Authority to have, whenever possible, all new work runs become effective on a Sunday and they will be advertised for bids in the preceding bid cycle as outlined in Section 4 of this Article. An Operator whose run is changed to the extent that it is posted for bid, may, if he/she so elects, bid on the assignment posted for choice, and if he/she is unsuccessful in securing an assignment, exercise his/her displacement as shown above. In this event, he/she may not displace on an assignment which was posted for bid in this bidding cycle on which he/she did not bid, except where the Operator has lost his/her new assignment through no fault of his/her own. It will be the mutual aim of both parties to this Contract to have displacements become effective on Sunday whenever possible.

- (1) In the event the Operator chooses to displace another Operator on a regular assignment, said displacement will become effective with the day he/she loses his/her assignment or when the Extra Board is again posted, whichever is later.
- (2) In the event the Operator chooses to displace on the Extra Board, he/she will be placed at the bottom of the Extra Board and assigned the days off of his/her choice providing there are Extra Operators of lesser seniority holding the same days off. The Operator must be fully qualified for all service filled off the Extra Board at the Division. This displacement will become effective with the day he/she loses his/her assignment or when the Extra Board is again posted, whichever is later. An Operator who has been displaced may displace on the Extra Board even if there is no Operator junior to him/her on the Board. He/she will be assigned days off until an Extra Board Shake-Up is held.
- (b) If a Regular Operator is not notified of displacement in sufficient time for him/her to make displacement prior to mark-up of crew board, he/she shall be given the closest assignment he/she lost for which he/she is qualified. It is understood that

the use of such Operators will not constitute the basis of a claim for a run around by an Extra Operator on the Extra Board. In the event an Operator is placed on an assignment that signs on before the assignment he/she was displaced from and he/she is not notified of the change before reporting for work and therefore reports too late to start the different assignment, he/she will not be charged with a missout. He/she will be placed on the assignment at the first opportunity and will be guaranteed the basic day of a Regular or Extra Operator, whichever is applicable to his/her assignment.

- (c) Operators not exercising their displacement within the twenty-four (24) hour period referred to above, or who have not completed their qualifications by the effective date of the displacement, will be withheld from duty until the above has been completed.
- (d) Biddable trippers are subject to the displacement procedure outlined above except when an Operator is returning to work under the provisions of Section 9 of this Article.

## **SECTION 6. BIDDING OF BIDDABLE TRIPPERS**

A Regular Operator may bid a biddable tripper to be worked either before or after his/her regular work run, providing there is no violation of hours of service or driving time regulations. It is understood that a Regular Operator may bid only one biddable tripper each work day. An Operator will not be allowed to bid a tripper in a different Division from where he/she has bid and work his/her regular assignment.

Regular Operators may bid a biddable tripper on any of their regular work days. Regular Operators bidding biddable trippers must work their biddable tripper each day they have bid it.

Regular Operators bidding Race Track runs having non-race days off with a daily except Saturday and Sunday biddable tripper, will be awarded the biddable tripper Monday through Friday. In the following bi-weekly bid, the biddable tripper will be posted for bid indicating "MONDAY ONLY NON-RACE DAYS".

## **SECTION 7. RELINQUISHMENT OF REGULAR AND BIDDABLE TRIPPERS**

- (a) A Regular Operator may give written notice to the Location Manager prior to 12:01 P.M. Friday to relinquish a regular assignment providing there is an Operator junior to him/her on the Extra Board, in which case, the vacancy thus created shall be included on the following week's notice setting forth vacancies subject to seniority choice as provided in Section 3 of this Article. The Operator shall hold his/her regular assignment until processes of bulletin for choice have been followed and thereafter, to and including the day immediately preceding the day designated for successful bidders to be placed on the selected assignments and will thereafter take his/her position on the Extra Board. Any Regular

Operator choosing to go to the Extra Board at that Division, must have been fully qualified for all service filled off the Extra Board at that Division. In the event a new line or route has been added since he/she was qualified, he/she will be permitted to go to the Extra Board, with the understanding he/she must complete these qualifications without compensation on his/her off duty time. In the event he/she fails to complete his/her qualifications before his/her assignment to the Extra Board, he/she will be withheld until he/she completes his/her qualifications. The Operator going to the Extra Board will be required to take whatever days off are assigned to him/her on the Extra Board and will be required to keep those days off until such time as he/she may exercise his/her seniority.

- (b) Change or cancellation of biddable tripper shall not constitute change in regular assignment.
- (c) Biddable trippers which have been bid in by Regular Operators may be relinquished by giving the Location Manager written notice in the same manner required for relinquishment of regular assignments and the Operator will hold such biddable tripper through cycle of bid as provided for in this Article.
- (d) If a Regular Operator holding a biddable tripper changes his/her regular assignment in the weekly bid, he/she will be permitted to keep his/her biddable tripper on those days he/she is available.

In the event an Operator loses his/her regular assignment through no fault of his/her own, and is exercising a displacement privilege, as outlined in Section 5 of this Article, and he/she wishes to retain his/her biddable tripper, such desire must be given to his/her Location Manager at the time he/she places his/her bump on a regular assignment.

It is understood that there must not be any violation of hours of service or driving time regulations involved in the retention of the biddable tripper.

If the Regular Operator does not desire to retain his/her biddable tripper, the tripper will be posted for seniority choice.

## **SECTION 8. ADVERTISING ASSIGNMENTS ON ACCOUNT OF VACANCY OVER THIRTY (30) DAYS**

Regular assignments and biddable trippers that are vacant over thirty days, exclusive of vacation time, on account of Operators laying off such assignments will be advertised for choice on the weekly bid.

## **SECTION 9. RETURN FROM LEAVE**

- (a) An Operator returning from leave of absence of 30 days or less will return to his/her assignment.



- (b) An Operator returning from a leave of absence of fewer than 90 days will be entitled to the displacement privileges of Section 5 of this Article, within his/her Division.
- (c) A Bus Operator returning from a Leave of Absence of 90 days or more may exercise displacement as covered by Section 5 of this Article at the Division of his/her choice.
- (d) It is understood that the displacement under the conditions set forth in (a), (b) and (c) above are available to both Regular and Extra Operators.
- (e) An Operator returning from leave of absence of over 30 days may displace on an open run. If the Operator displaces prior to 7:00 A.M. on Wednesday, he/she must also place a bid on the assignment. In the event he/she is unsuccessful in obtaining the run or any other run that he/she bid on he/she must displace again for the following Sunday.

If he/she displaces after 7:00 A.M., Wednesday, and the run does not go up for bid until the following Sunday, he/she must also bid on the run in the weekly bids posted for choice on the following Sunday. If the run was advertised for bid and awarded, he/she may only bump on that run if the successful bidder has less seniority than he/she does, in this case, he/she owns the run from that time including the effective date of the bid and the displaced Operator is allowed an open bump or may remain on his/her present assignment. In the latter case, his/her assignment would not be advertised for bid.

## **SECTION 10. SPECIAL CONSIDERATION**

Special consideration will be given individual cases of Operators for exemption from the provisions of Article 12 according to conditions, and such cases will be disposed of by negotiations between the Authority and the Local Chairman. Operators granted special consideration under this Section will retain all rights to Health and Welfare and Pensions as provided in this Contract. The decision of the General Chairman and the Deputy Executive Officer - Transit Operations will be final in such matters.

## **SECTION 11. HOLD-DOWN**

- (a) Hold-Down runs and trippers will be posted weekly, posting on Sunday by 7:00 A.M. and closing the following Wednesday by 7:00 A.M. The Hold-Downs will be posted on a separate form when placed up for bid in the Divisions.
- (b) Any foreseen vacancies of regular Operators except illnesses or injuries of one week or more duration will be advertised for Hold-Down choice, to be bid by the Extra Board Operators only.

- (c) The Hold-Down bid should be listed in order of choice along with a tripper, if any, by the Extra Board Operator bidding the assignment.
- (d) When a regular Operator's assignment is posted for Hold-Down, the entire assignment (run and tripper) must be posted and bid as one assignment.
- (e) A regular Operator going on the Extra Board shall be allowed to bid a Hold-Down commencing the effective date he/she would be placed on the Extra Board.
- (f) An Extra Board Operator who had bid a Hold-Down may bid another Hold-Down before the completion of the Hold-Down he/she is presently working.
- (g) After posting the results of the Hold-Down bids on Wednesday by 11:00 A.M., should there be new assignments open due to the bid closing at 7:00 A.M. on Wednesday, those assignments would be posted immediately for bidding and will close by 7:00 A.M. on the following Friday.
  - (1) When an Extra Board Operator working a Hold-Down successfully bids a new assignment but who has one (1) or more weeks remaining in the Hold-Down the remaining weeks must be posted for Hold-Down choice.
  - (2) An Extra Board Operator successfully bidding a Hold-Down but who is scheduled to go on vacation during this period will work the weeks on the Hold-Down that he/she is available and the remaining weeks must be posted for Hold-Down choice.
- (h) When a Regular Operator whose assignment is being worked on Hold-Down, successfully bids another assignment while time remains on his/her vacation, the Extra Board Operator working the Hold-Down will work the assignment until a successful bidder bids the assignment and then the Extra Board Operator will revert to the Extra Board.
- (i) Operators who successfully bid a Hold-Down cannot be bumped by Senior Operators. Displacement will be allowed only when an Operator whose assignment the Extra Board is working has been bumped. The Extra Board Operator will retain the days off of the Hold-Down until the end of the week and then revert to his/her regular days off effective Sunday. Should the Division be unable to notify the Operator of the bump, he/she will be placed on the Extra Board under the status of a Regular Operator for that day and shown as "Bumped and not Notified".
- (j) Operators working Hold-Downs who desire to work on their day(s) off must submit a new VCB slip(s) to be effective only during the time of that Hold-Down. Operators will be called back in accordance with Article 13, Section 8 (b).

- (k) The successful bidder of a Hold-Down shall be allowed deadhead from Division point to location of assignment to begin service and return deadhead the last day of assignment, provided, however, that if he/she fails to perform service on the selected assignment for three days except for causes beyond his/her control, upon return to the Division the Operator will not be paid for deadhead allowance.

## **SECTION 12. HARDSHIP CASES**

- (a) Should extenuating circumstances develop, a full-time Operator may submit a Miscellaneous request, to transfer to another Division giving full particulars and reasons for request, to the Transportation Systems and Division Support Manager, with a copy to the General Chairman. Operators (including Part Time Operators) will be limited to one hardship transfer in any six month period except for meritorious cases agreed to by the Sector General Manager and the UTU Local Chairman.

An Operator moving from one Division to another under this Section and who has bid a vacation period or bonus holidays will not take that vacation period or holidays with him/her. The Authority will, in its letter advising the Operator of his/her transfer, advise him/her of this loss of bid vacation period and holidays and to contact the Location Manager and Local Chairman for picking of a new vacation period and bonus holidays.

In addition to those requests for transfer as outlined above, employees already in the employ of the Authority will be given consideration for transfer prior to the hire of new employees to fill the need at a specific location.

Hardships will be honored by Operators who have been equalized before Operators with less seniority can be considered.

- (b) Operators and/or employees covered by this Contract who become physically incapacitated and who have been restricted from operating motor coaches or any other revenue equipment will be placed in other employment in the following manner:
  - (1) Should any restricted Operator fail to pass a physical examination to return to work as motor coach Operator, and the physical ailment involves a heart or vascular condition, he/she shall be allowed to take the physical examination by a licensed medical examiner selected by the parties.
  - (2) Should the restricted Operator not be recommended for motor coach or any other revenue equipment and/or any other type of employment covered by the Labor Contract between the parties, he/she shall be given consideration, subject to qualification and the seniority provisions of the other labor agreements in existence at the Authority, for any open positions of a sedentary nature. These restricted Operators will be

considered before someone is employed from outside the Authority. The restricted employee must have on file in the Human Resources Department a request for such work in order to receive consideration.

Qualifications for other types of employment will be determined by the Authority.

- (3) Selection of applicant will be made on the basis of seniority, providing they have the necessary fitness, ability and aptitude for the particular type of work involved.
- (4) When an Operator believes that his/her application has been unjustly rejected, he/she may appeal his/her case to the designee of the Chief Operations Officer within ten (10) days, either in person or through his/her representative. If the decision is not sustained, it will be set aside and the Operator will be permitted to attempt to qualify for the particular work involved. If the decision is sustained by a designee of the Chief Operations Officer and further appeal is desired, the case may be appealed to the Chief Operations Officer, and such decision shall be considered final.
- (5) Should there be no sedentary employment available for which the Operators are or can qualify, they shall be placed on sick leave and their seniority protected in accordance with Article 31 of this Contract. Operators and/or employees covered by this Section may, at their option, take their disability retirement, if qualified.

### **SECTION 13. SCHEDULING DEPARTMENT CHOICE OF WORK GROUP POSITIONS**

- (a) Roster 7 and Roster 6 seniority shall determine the order in which employees may select their work group positions.
- (b) Shake-Ups for choice of work group positions shall be held once a year. Hardship cases will be considered by management and honored if position available. First Schedule Maker to submit hardship will be awarded the new position, but only after completing current work assignments. If the employee hardship is denied it may be appealed to the Chief Operations Officer or his/her designee.
- (c) Open positions within a group which are to be filled will be posted for seniority choice within two weeks after the vacancy becomes open. The successful bidder bidding the open position will be awarded the new position, but will not begin the new position until they have completed their current work assignments.

- (d) If an employee is not present when it is his/her turn to bid and has not left a choice with the person designated to receive such a choice, a position shall be chosen for him/her by his/her department manager.

Work group positions when posted for bid will also show the working hours and days off along with the position that is bid.

- (e) The work group will consist of job classifications determined by management.
- (f) Schedule Maker II shall be trained to run cut when Schedule Maker II makes a written request and if a supervisor or Service Development Manager is available. Training will begin no more than three (3) months from the date the written request is made.
- (g) A Labor Management Committee consisting of two (2) representatives designated by UTU and two (2) representatives designated by the MTA Scheduling Department shall meet as needed, but at least quarterly. The Committee shall discuss issues raised by either UTU or management which affect the Scheduling Department.

#### **SECTION 14. SCHEDULE MAKERS WORK LOCATION**

The present location of the Schedule Makers is One Gateway Plaza, Service Sector offices, Rail Division 20.

If a future change in this status occurs, the Authority will give the Union sixty (60) days notice of work location change. Schedule Makers will re-bid work group at this time.

#### **SECTION 15. SCHEDULE MAKERS SENIORITY**

- (a) Seniority Date, Rank and Rights

Schedule Maker I and II will be covered by one or more of the following rosters.

Roster 7 lists Schedule Maker II in the order of the date they made Schedule Maker II.

Roster 7A lists Schedule Maker II in the order of the date they made Schedule Maker I (Assistant Schedule Maker).

Roster 6 lists Schedule Maker I in the order of the date they made Schedule Maker I (Assistant Schedule Maker).

Roster 7B lists both Schedule Maker I and II in the order of their Department seniority.

Roster 7C lists both Schedule Maker I and II in the order of their Authority seniority.

Schedule Maker I and II rights to preference of assignments which are subject to seniority choice are governed by their Roster 7 or 6 seniority rank.

(b) Seniority Rosters

The seniority rosters corrected to the date of issue will be issued one (1) time per year. The seniority rosters issued will be Roster 7 and Roster 6.

The seniority roster will be posted and will be subject to protest for a period of 30 days from the date of posting. Upon presentation of proof of error by a Schedule Maker or the Union within such 30 day period, such error will be corrected. If no protest is made by a Schedule Maker within the 30 days after the date his/her name first appears on the seniority roster, such date will be considered his correct seniority date and will not be subject to further protest, except for typographical errors. Otherwise, no change in the seniority roster will thereafter be made, except by agreement between the Authority and the United Transportation Union.

(c) Seniority on Acquired Properties

Seniority rights of employees who are transferred to the Authority in an occupation within the wage section of the Contract from properties acquired in whole or in part by the Authority shall be governed by appropriate agreement between the Authority and the United Transportation Union.

(d) Continuation of Seniority After Appointment to Non-Contract Position

When a Schedule Maker I or II accepts a Non-Contract position he/she may maintain seniority in the UTU by continuing to pay union dues. The employee has 365 days after the acceptance of a Non-Contract position to decide whether to remain in Non-Contract or return to the Schedule Maker I or II position.

After 365 days the employee may make an application to return to a Schedule Maker I or II position. If an opening exists he/she will be immediately considered for the position. If there are no openings he will be considered for the next available opening.

If more than one (1) year has passed since the employee has held a Schedule Maker I or II position he/she will be required to pass the applicable test before being considered for the position. The test results will be effective for one (1) year.

(e) Seniority Roster Ranking

If two (2) or more employees are appointed to Schedule Maker I or II on the same date the seniority order shall be determined as follows.

In the event that two (2) or more employees are appointed to Schedule Maker II on the same date they shall be placed in the order, immediately following the last person on Roster 7, that they are positioned on Roster 6.

In the event that two (2) or more employees are appointed to Schedule Maker I on the same date, they shall be placed in the order that they were hired into the Schedules Department and if they were hired into the Schedules Department at the same time, then they shall be placed in the order of the date and time they passed their pre-employment physical examination.

## **ARTICLE 10**

### **EXTRA OPERATORS**

#### **SECTION 1. WAITING - SHOW-UP - HELD FOR DUTY TIME**

Waiting time, show-up time or time Operators are held for duty will be paid as set forth in Article 1. If released without performing additional service that day, the minimum daily guarantee of eight (8) hours' pay time, as provided in Article 2, will apply. Any additional service performed that day will be combined with waiting time, show-up time, or time Operators are held for duty, and paid for at motor coach rate of pay, with a minimum of eight (8) hours' pay time for the day's work except as provided in Article 2, Section 5.

#### **SECTION 2. CONSECUTIVE DAYS OFF**

Extra Operators will have scheduled two (2) consecutive days off each seven (7) day work week.

#### **SECTION 3. REDUCTION IN WEEKLY GUARANTEE**

In computing the Extra Operator's guarantee, as provided in Article 2, the weekly guarantee will be reduced one eight hour day for each day during periods that it is impossible to perform service due to Acts of Providence or causes beyond the control of the Authority.



**ARTICLE 11**  
**CREW BOARDS**

**SECTION 1. LOCATION OF CREW BOARDS**

- (a) Crew Boards designating the assignments of Regular and Extra Operators may be operated at the following Division points:

<b>DIVISION</b>	<b>LOCATION</b>
1	1130 E. 6th Street, Los Angeles
2	720 E. 15th Street, Los Angeles
3	630 W. Avenue 28, Los Angeles
5	5425 S. Van Ness Avenue, Los Angeles
7	8800 Santa Monica, West Hollywood
8	9201 Canoga Avenue, Chatsworth
9	3449 Santa Anita Avenue, El Monte
10	742 N. Mission Road, Los Angeles 6 (Terminal) 100 Sunset Avenue, Venice
11	4350 208th Street, South Roadway Extension, Long Beach
12	970 Chester Place, Long Beach
15	11900 Branford Street, Sun Valley
18	450 W. Griffith Street, Carson
20	320 S. Santa Fe Ave, Los Angeles
21	1800 Baker St., Los Angeles
22	17424 Aviation Blvd., Hawthorne

- (b) Additional Division points may be designated or established and Divisions may be closed by the Authority with the understanding that the Union shall be notified sufficiently in advance of such action to allow the negotiating of proper deadhead or travel time allowances or any other rules which might be necessary in connection therewith.

**SECTION 2. LOCATION OF EXTRA BOARDS**

Extra Boards will be operated at the Division points listed in Section 1 of this Article for Extra Operators and will be handled in the manner outlined under Article 12.

**SECTION 3. AUXILIARY EXTRA LISTS**

Auxiliary Extra Lists may be established by agreement between the Authority and the Union.

**ARTICLE 12**  
**EXTRA BOARDS**

**SECTION 1. TRADING EXTRA BOARD ASSIGNMENTS**

Extra Operators marked up on Extra Board may, with the advance permission of the Division management on duty, exchange assignments which they have received.

It is agreed that the above provisions will permit Extra Operators marked up on the Extra Board to exchange assignments received as a result of Board Mark-Up, either Regular or Extra by furnishing the Division management on duty, a written request outlining the reason for the requested change and bearing the signature of both parties involved in the exchange.

It is further understood and agreed that no trades will be permitted between Extra Operators where availability would be involved for the following day's mark-up.

It is further understood and agreed that there will be no penalty upon the Authority as a result of granting such change. Where Regular and Extra assignments would be involved, the conditions attached to the assignment would be exchanged as well as the assignments themselves.

It is further understood and agreed that the Division management will maintain on file for a period of ninety (90) days the written request for exchange of assignments and the Local Chairman or Steward may review them upon request.

**SECTION 2. DISTRIBUTION OF EXTRA OPERATORS**

(a) The Authority will endeavor to keep a sufficient number of Extra qualified Operators on the various Extra Boards for purpose of carrying out the procedures of this Section, with a minimum of disturbance to Senior qualified Extra Operators. The term "point" or "points" as used herein shall mean Extra Board or Extra Boards.

(b) The following procedures will govern with respect to equalizing the needs for Operators:

(1) **EQUALIZING MANPOWER BETWEEN HOME DIVISIONS**

Where the requirements of the service indicate a need for additional Operators at any given point or points, such need will be posted at point or points, where there is a surplus of Extra Operators.

A notice stating the needs will be posted at such points at 3:00 P.M. with the Extra Board mark-up and the bids will be closed at 11:00 A.M. on the date indicated on the notice. Bids will be accepted from both Regular and Extra Operators.

If the requirements of the notice are not filled, Operators shall be transferred from the bottom of the Division seniority list from one Division to another Division, according to their seniority. Successful bidders, if not qualified, will be paid for qualifying. Any Operators who are forced to transfer will be paid for qualifying, as outlined in Article 8, Section 4, of this Contract.

(2) **EQUALIZING MANPOWER BETWEEN THE CONTROL HOME DIVISION AND ITS TERMINAL DIVISION**

Where the requirements of the service indicate a need for additional qualified Operators at the Home or Terminal Division, a notice shall be posted at the location where a surplus of Extra Operators exists. The notice, stating the need, will be posted at 3:00 P.M. with the Extra Board mark-up and the bids will be closed at 11:00 A.M. on the date indicated on the notice. Bids will be accepted from qualified Regular and Extra Operators.

If the requirements of notice are not filled, Operators shall be transferred from the bottom of the Division seniority list from one Division to the other Division, according to their seniority. Operators forced to transfer will be paid for qualifying, as outlined in Article 8, Section 4, of this Contract.

The holding of an Extra Board Shake-Up will be governed by the provisions of Article 9, Sections 3, of this Contract.

(3) **ADVISING EXTRA OPERATORS WHO ARE OFF DUTY**

In the event an Extra Operator is "off" during the time the notice of the needs is posted, and should the Operator call the Location Manager, the Location Manager will advise the Operator of the existence of the notice to permit the Operator to request a transfer to the point where the need exists. The Operator calling in must make a selection immediately after being apprised of the needs.

**SECTION 3. RUN-AROUNDS - EXTRA BOARDS**

An Operator carried on Extra Board standing first out, and who is available and qualified, and as a result of error in Board Mark-Up is not used in his/her proper turn for work filled at the Division to which assigned, in accordance with the provisions of this Contract, will be paid four (4) hours at rate of class of service run-around and retain

his/her position on the Extra Board. Such run-around allowance will apply only to the Operator standing first out actually run-around on the day the Operator was run-around. It is understood that the Operator actually run-around on the Extra Board will not be allowed more than one run-around for the day. This run-around rule will not apply when Operators are withheld from their assignments and worked on alternate assignments, nor in instances where Operators are permitted to trade assignments.

## **ARTICLE 13**

### **METHOD OF HANDLING EXTRA OPERATORS' LISTS**

The following shall govern the method of handling Extra Operators' Lists at the respective Divisions:

#### **SECTION 1. LISTING OF ASSIGNMENTS ON BOARD MARK-UP**

All work foreseen at 11:00 A.M. which signs on at or after 12:01 A.M. the following day shall be filled by Extra Operators and such work shall be listed in the order of sign-on time. Vacancies in regular assignments which come to the attention of the Location Manager after 10:00 A.M. and before 11:00 A.M. of day previous to assignment will be included in 3:00 P.M. Mark-Up of Extra Board and listed in the order of sign-on time. Where any assignments sign on at the same time, they will be listed as follows: Straight runs, straight run and tripper and/or tripper and straight run, split regular runs, split extra assignments shine or report time.

#### **SECTION 2. COMBINING A.M. AND P.M. ASSIGNMENTS**

- (a) When listing combination of A.M. and P.M. extra assignments, the two assignments will be listed side by side. Uncombined extra assignments commencing after 12:01 P.M. may be withheld from the list of work to be filled.
- (b) An Extra Operator who is marked up to a definite assignment on the Extra Board, and whose assignment is changed after the Board is posted, will have his/her earnings for that day protected to him/her. If an Extra Operator is marked up for a report or for an A.M. assignment and no definite P.M. assignment, he/she will be guaranteed the basic daily guarantee as shown in Article 2, Section 2 of this Contract. This Section in no way restricts the Authority from changing the assignment of an Extra Operator but indicates the method of payment.

Example: An Extra Operator marked up for an A.M. Tripper from 6:00 A.M. to 9:00 A.M. and a P.M. Tripper from 3:00 P.M. to 6:00 P.M. He/she works his/her A.M. Tripper but the Authority changes his/her P.M. assignments to one from 2:00 P.M. to 5:00 P.M. he/she will be paid his/her basic day and the additional overtime of his/her original Mark-Up.

#### **SECTION 3. SIGN-ON TIME WHEN DEADHEADING INVOLVED**

Where service to be performed involve deadheading or travel time to outside points, the sign-on time will be the departing time required to commence such deadheading or travel time except that when such deadheading commences prior to 12:01 A.M., in order to commence service at outside points after 12:01 A.M., for the purpose of listing vacancies, such service will be considered as starting at 12:01 A.M.

Where arbitrary deadheading allowances are to be allowed in lieu of actual deadheading time, actual sign-on time at outside point will be used.

#### **SECTION 4. VACANCIES ON BOARD MARK-UP**

- (a) All vacancies in assignments which are posted in run book shall be filled by available qualified Extra Operators assigned to the Division indicated as regular sign-on and sign-off points in the current assignment sheets.
- (b) Regular Operators will not be required to work trippers unless they agree to do so as outlined in Article 4, Section 1(b). An Extra Operator marked up to a regular assignment on the Board Mark-Up will be required to work as directed and is not covered by this Subsection, except as provided in Article 4, Section 7(b) and will be paid as provided in Article 4, Section 7(a).
- (c) Extra Operators need not be considered available for tripper on their bid days off.
- (d) If an Extra Operator is not marked up for an assignment on the Extra Board on one of his/her normal work days, he/she will receive the four (4) hour run-around allowance referred to in Article 12, Section 3. It will be the duty of the Operator to notify the Transit Operations Supervisor on duty of this error. Failure to notify the Transit Operations Supervisor will result in the Operator being off that day and he/she will receive only the four (4) hours referred to above. If, after notification, the Transit Operations Supervisor gives the Operator a sign-on time, the Operator will be paid the hours of the assignment with a minimum basic day applying, in addition to the four (4) hours referred to above. If, after notification, the Transit Operations Supervisor on duty fails to instruct the Operator as to his/her sign-on time, the Operator will receive the basic eight (8) hour day in addition to the four (4) hours referred to above.

#### **SECTION 5. FILLING OF VACANCIES**

With the exception that Regular Operators who do not have the required rest to begin their assignment due to the needs of service the preceding day, as covered by Article 4, Section 11, and Operators displaced from their assignment through provisions of Article 9, Section 5, and who are not notified of an earlier Assignment and who report for work too late to start this earlier assignment, will be permitted to take over their assignment at the first opportunity, the following will govern the assignment of Extra Operators:

- (a) Subject to Section 4 above, when marking up or filling regular assignments with Extra Operators, the Extra Operator may be given the entire assignment, including the biddable tripper (if any), providing no violation in driving time and/or required rest would occur, and if he/she had filed a prescribed form as provided in Article 4, Section 7(b) of this Contract.

In the event a violation of driving time or required rest will occur, only that portion that may be worked within the provisions of these regulations will be assigned. In the application of this Section, it is understood that such relief will be made at Home Terminal or regular relief point on the last trip before such violation would occur.

- (b) If vacancy is known and assigned to Operator before 12:00 noon he/she shall be permitted to work the entire assignment subject to the provisions of Section 4 and Section 5(a) of this Article, and the Board Mark-Up for the following day will be governed accordingly. The foregoing applies to the Operator on duty at the time vacancy arises, also the Operator reporting for duty after 12:00 Noon.
- (c) If vacancy is known and assigned after 12:00 Noon, Operator assigned to such vacancy may be relieved in sufficient time to enable him/her to have required rest in order to take assignment that he/she has been marked up to for the following day. It is understood that relief in order to afford required rest will be made at Home Division upon same basis described in Paragraph (a) above.
- (d) Extra Operators who have not completed their eight (8) hours' rest period, or who have not completed a 10 hours' rest period when such period is required by law, after completion of the previous day's work, shall not be considered as available for assignments commencing prior to the expiration of eight (8) or ten (10) hour rest period, as the case may be. When such Operators have been passed in making assignments on account of unavailability, they shall be considered as the next in turn for the first unfilled assignment for which they are qualified and which signs on after expiration of their proper rest period as provided herein.
- (e) Under conditions where motor coach Operators, subject to hours of service regulations, complete assignments at outside points away from Home Division and are allowed deadhead or travel time for return to Home Divisions, the following basis should be observed in determining the required release period from duty:
  - (1) Where motor coach Operators complete their assignments at outside points away from Home Divisions and are allowed actual deadhead or travel time to return to Home Division, the release period shall be computed from the end of their deadhead or travel time required to return to their Home Division.
  - (2) Where such assignments end at an outside point and the arbitrary overnight deadheading allowance of four (4) or six (6) hours is applicable, the release period shall be computed from the actual sign-off time at the outside point plus the scheduled running time involved back to Home Divisions.

Example: Operator signs off at Santa Ana at 1:00 A.M. Scheduled running time is one hour and fifteen (15) minutes (1¼) hour. Therefore, the release period shall commence as of 2:15 A.M.

## **SECTION 6. ADDITION OF OPERATORS TO EXTRA LIST**

Operators going to an Extra Board will be placed at the bottom of the rotating list.

## **SECTION 7. ROTATING LIST**

Determine the number of Extra Operators available for work to be filled:

- (a) Exclude Extra Operators scheduled to be absent on account of "requested day off" and absent for other reasons.
- (b) Extra Operators who are laying off (except those on vacation) or who are otherwise unavailable for assignments, shall remain on the list and continue to rotate for a period of thirty (30) days, at which time they shall be dropped from the list. Upon their return they will be entitled to the displacement privileges as outlined in Article 9, Section 5, of this Contract. Operators choosing to displace on the Board will be placed at the bottom of the list on the effective date of the displacement and will be listed beneath the Operators involved in the normal rotation. If there is more than one (1) Operator returning to the list on the same day, their appearance shall be in seniority order.
- (c) The number of Operators to be rotated on the Extra List at each Division shall be agreed upon between the Location Manager and the Local Chairman and such rotation will be changed at the June and December Shake-Ups. Between shake ups the number of Operators on the Extra List may be rotated when necessary upon mutual agreement between the Location Manager and the Local Chairman.

## **SECTION 8. NEED FOR ADDITIONAL OPERATORS ON EXTRA LIST**

When the Extra Board has been exhausted and there is need for additional Operators, they shall be called to work in the following order:

- (a) Extra Operators who have volunteered to work on their bid day or days off and shall be assigned to work on that day in their position on the Extra Board.
- (b) Regular Operators who have volunteered to work on their bid day or days off shall be assigned whenever practicable to an assignment from the Extra Board with a sign-on time as close to their normal schedule as possible subject to rest and qualifications, and will be paid on the basis of an Extra Operator. If a Regular Operator has volunteered to work on his/her bid day off and the remaining work to be assigned will not leave him/her available for his/her regular run, he/she shall be passed and another Regular Operator who has volunteered



for work on his/her bid day off will be used if that work leaves him/her available to work his/her regular assignment.

- (c) When Operators referred to in (a) and (b) above have been exhausted, Extra Board Operators on their bid days off may be required to perform service. They shall be assigned to work on that day in their position on the Extra Board, except as provided in Section 4(c) of this Article.
- (d) When Operators referred to in (a), (b) and (c) have been exhausted, Regular Operators on their bid days off may be required to perform service and will be paid on the basis of a Regular Operator. This work will be distributed as evenly as possible.
- (e) Operators desiring to perform work referred to in this Section shall file a Request to Work form with the Transportation Manager at least twenty-four (24) hours prior to 12:01 A.M. of the day service is to be performed. Operators will be required to file new Request to Work forms when any of the following occur:

Division Shake-Ups or change in days off of the Operators. Operators desiring to have their names removed from the list shall give notice in writing to the Location Manager at least twenty-four (24) hours prior to 12:01 A.M. of the day that the Operator wishes to cancel said request to work.

- (f) Requests by Regular Operators for work on days off will be filed in alphabetical order at the effective date of the June Shake-Up. Regular Operators filing request after the effective date of June Shake-Up will be placed at the bottom of the rotating group. Those Regular Operators used under (b) above will rotate as they are used on a daily basis so as to afford each Operator one (1) day's work on a given day of the week before any Operator receives two (2) day's work. Lack of qualifications and/or required rest, as outlined in (b) above will be considered reason for passing the Operator. The Operator passed will remain first out for work. The Union may review such records.
- (g) If Operators are not assigned in accordance with the provisions of this Section, they shall be paid in accordance with the following:

If an Operator is not marked up for work but is subsequently used on a scheduled off day, he/she will be paid time and one-half (1½) for work performed with a minimum of twelve (12) hours pay time, and in addition, he/she will receive a four (4) hours runaround allowance.

If an Operator is not marked up for work and does not work on a scheduled off day, he/she will receive twelve (12) hours' pay time.

- (h) The following procedure will be used in calling VCB Operators on their second VCB day, who have signified that they would not check for assignments on their second VCB day as outlined in this Section:
- (1) That the Mark-Up employees do not call VCB or OCB Operators before 9:00 A.M. when marking up the Extra Board for the following day's Mark-Up. Exceptions to this 9:00 A.M. restriction will be that an additional twenty-four (24) hours' notice may be given prior to New Year's Day, and the opening day of the Los Angeles County Fair in Pomona. Prior notice for these two exceptions will be in writing and Operators notified in advance will be guaranteed pay for the holiday.
  - (2) When calls are made and the VCB or OCB Operator is not at home, that he/she be passed and no message left at his/her home.
  - (3) After all VCB and OCB Operators have been exhausted, and additional employees are still needed, the Transit Operations Supervisor will again call those VCB Operators whom he/she had not been able to contact previously. This procedure will also be followed after the Extra Board has been posted and the need arises for an additional Operator.

## **ARTICLE 14**

### **CALLING OPERATORS**

Operators on regular assignments and Extra Operators listed for service in posting of Extra Board will not be called for their assignments; and Extra Operators required for extra unassigned service may be notified for such service by telephone or otherwise, or may be required to report to the Location Manager on completing of any assignment. Each Operator will maintain on record, with the officer of the Authority having jurisdiction, his/her correct address and telephone number.

The Authority will install tape recording equipment for the purpose of recording telephone conversations between Operators and Authority supervisory personnel. Each Division will have 2 lines designated for purposes of recording such conversations.

## **ARTICLE 15**

### **SPECIAL ASSIGNMENTS**

#### **SECTION 1. SPECIAL ASSIGNMENTS ON REGULAR WORK DAY**

Regular Operators withheld from their regular assignments-work runs-or Extra Operators assigned from the Extra Board to perform special assignments such as making travel checks, and distributing advertising literature will be compensated at Operators' rate of pay and their earnings for that day or days will be protected.

#### **SECTION 2. SCHEDULE CHECKING ON REGULAR WORK DAY**

When a Regular Operator is used on his/her regular work day to make traffic checks, he/she will not be paid less than the earnings of his/her regular assignment or a minimum of eight (8) hours' pay at the pro rata rate of a Schedule Checker as provided for in Article 1, whichever is greater. The one (1) hour additional pay time referred to in Article 3, Section 5, will not apply. When an Extra Operator is assigned on his/her regular work day to make traffic checks, he/she will be paid not less than he/she would have been paid had he/she worked what he/she would have normally fallen to on the Extra Board or a minimum of eight (8) hours at the Schedule Checker's pro rata as set forth in Article 1, whichever is greater.

#### **SECTION 3. SCHEDULE CHECKING ON DAY OFF**

Should a Regular Operator or Extra Operator volunteer to work and be used as a Schedule Checker on their day or days off, they shall be paid time and one-half (1-½) for all work performed with a minimum of twelve (12) hours pay time at the Schedule Checker's pro rata rate of pay as shown in Article 1.

#### **SECTION 4. OPERATORS MAKING CHECKS**

When traffic checks required of Operators interfere with safe operation and are considered a burden, and when complaints are registered by Operators, such complaints shall be handled by the General and/or Local Chairman and Location Manager.

Before Operators are required to make extensive checks of over one (1) week on any line or lines, the matter will be subject to negotiations between the General and/or Local Chairman and the Location Manager.

## **ARTICLE 16**

### **SPECIAL RULES**

#### **SECTION 1. ASSIGNMENT OF MOTOR COACH OPERATORS TO OTHER COMPANIES**

When motor coach Operators are assigned to another company to perform service as motor coach Operators, the provisions of this Contract shall not be applicable to such assigned service and Operators so assigned will receive their compensation direct from the company for whom the service is performed; provided, however, that should the Authority so elect, the total compensation for such service may be carried on the Authority's payrolls. Operators in such cases will receive their compensation direct from the Authority. Notwithstanding such election, however, the Operator so engaged shall be considered as the Operator of the company for whom the service is performed. An Operator so assigned will not receive for such service less than he/she would receive under the provisions of this Contract.

#### **SECTION 2. CHARTER SERVICE**

Charter service will be listed on the Extra Board Mark-Up and filled off the Extra Board, as shown in Article 13 of this Contract.

#### **SECTION 3. CHARTER SERVICE INVOLVING OVERNIGHT LAYOVER**

Motor coach Operators assigned special charter parties involving overnight layovers at locations away from Home Terminals, or when two (2) or more Operators are assigned to special charter parties for long distance trips involving overnight layovers at locations away from Home Terminals, such Operators will be paid on basis of an allowance of twelve (12) hours for each day's work plus overnight expense allowance of fifty dollars (\$50.00) for each overnight period in the assignment.

Whenever an Operator is required to perform other service during the same day he/she has received the twelve hours' allowance as herein provided, such additional work will be considered a new day and shall be compensated for said new day on the basis of Article 2, Section 1 and 2 of this Contract.

#### **SECTION 4. OVERNIGHT LAYOVER AWAY FROM HOME TERMINALS**

When motor coach Operators are released from service at outside locations away from Home Terminals and are held overnight at such outside locations due to lack of service on which to deadhead back to Home Terminal, they will be considered as released from duty at such outside location and in lieu of deadheading back to Home Terminal will be allowed the expense allowance referred to in Section 3 of this Article,

and will again report for duty at location prior assignment finished, at the expiration of nine hours' rest period.

## **SECTION 5. LEASED MOTOR COACH SERVICE**

- (a) Operators assigned under the terms of this Contract to lease motor coach service shall have their wages, hours and working conditions governed by the terms of this Contract. In no case will an Operator assigned to lease motor coach service receive for such service less than he/she would receive under the provisions of this Contract.
- (b) Leased motor coach service will be considered extra service and will be assigned from the Extra Boards as provided for in Article 13 of this Contract.
- (c) Should an Operator assigned to leased motor coach service be held away from his/her Home Division overnight, the overnight expense allowance, as provided for in Section 3 or 4 of this Article, will prevail.
- (d) Leased motor coach service may be combined with Authority service with the basic day, spread rule, penalty rules and other rules of the Contract applying with the understanding that special rules for New Year's Day work are not affected by this Section.

## **SECTION 6. OFFICERS' SPECIALS**

Officers' specials are non-revenue vehicles used by the Authority at the request of the officers or Board members of the Authority for public relations and employee relations purposes. In the manning of officers' specials, the Authority reserves the right to select Operators for such purposes. It is understood that the Operators used in this type of service will be protected and paid under the terms of this Contract.

## **SECTION 7. AUTHORITY RECORDS**

All Authority records having to do with the assignment of motor coach Operators to charter special service will be made available to the General and/or Local Chairman.

## **ARTICLE 17**

### **EXCHANGE OF REGULAR ASSIGNMENTS**

In bona fide cases of illness or other good reasons, Operators holding regular assignments may exchange regular assignments with Operators at the same Division point for temporary periods not to exceed 90 days, subject to the approval of the appropriate Location Manager or designee and the Local Chairman.

The decision of the Transportation Department Head shall be final in these matters.

## **ARTICLE 18**

### **MAKING OF REPORTS**

Operators shall be paid an allowance equal to forty five (45) minutes of pay at the straight time rate of pay for making out accident reports, and shall be allowed ten (10) minutes at straight time rate of pay for making a required miscellaneous report and ten (10) minutes at straight time rate of pay for completing a required Operators' Daily Log. The Union and the Authority agree that these payments are allowances for the making of reports and are not considered time worked for the calculation of overtime under this contract or FLSA. A miscellaneous report is required in reporting an accident or incident which happens within 50 feet of a Authority vehicle, even though the Authority vehicle is not involved, or the explanation of any occurrence requested by proper supervisory personnel. An Operators' Daily Log, shall be submitted any time an Operator's on-duty time exceeds twelve (12) hours in a 24 hour period as required by law, or when requested by division staff.

If the Operator making an accident report, or a required miscellaneous report, or an Operators' Daily Log as referred to above, is under pay, no additional allowance will be paid.

Operators will be provided a copy of all Miscellaneous Reports, Accident Reports, Operators' Daily Log, and other reports submitted to the Authority pertaining to his/her employment upon request.



## **ARTICLE 19**

### **STUDENT OPERATORS/TRAINEE SCHEDULERS**

#### **SECTION 1. PAY FOR INSTRUCTING OPERATORS**

An Operator assigned a Student will receive \$2.00 per hour for time spent in instructing the Student.

It is understood that in the event more than one newly employed Student Operator, who have not completed their Division's qualifications at their originally assigned divisions, are receiving instructions from an Operator at the same time, the Operator involved will receive the above allowance for each Student. This additional allowance does not apply when instructing more than one qualified Operator who is receiving additional qualifications as a result of a Division Shake-Up.

These allowances will be in addition to all other compensation received that day.

#### **SECTION 2. PAY FOR INSTRUCTING SCHEDULERS**

A Schedule Maker, upon request of management, may instruct Student Schedule Makers.

The Service Development Manager of the work group will determine who does the training, type of training needed and time instructions will start and finish during the training session.

The Schedule Maker giving instructions will be compensated at his/her regular rate plus \$2.00 per hour for every hour or major portion thereof worked actually training.

#### **SECTION 3. PAY FOR INSTRUCTING - SCHEDULE CHECKERS**

A Schedule Checker, upon request of management, may instruct Student Schedule Checkers.

The Schedule Checking Supervisor will determine who does the instruction, type of instruction needed and time instructions will start and finish.

The Schedule Checker giving instruction will be compensated at his/her regular rate plus \$2.00 per hour for every hour or major portion thereof worked actually instructing.

## **ARTICLE 20**

### **HANDLING U.S. MAIL, BAGGAGE, FREIGHT, EXPRESS AND NEWSPAPERS**

#### **SECTION 1. HANDLING 54 PIECES OR LESS**

Operators required to handle U.S. Mail, baggage handled under check, express or newspapers, or any combination thereof on passenger trains and buses, will not receive additional compensation if the aggregate handled during the day's work does not exceed 10 pieces.

If the aggregate during a day's work exceeds ten (10) pieces an additional separate allowance of one cent will be paid for each piece handled, with a maximum allowance of 37¢ unless the number exceeds 54 pieces, in which event the handling of excess pieces will be paid for as provided under Section 2 of this Article. This allowance will not apply when "storage" U.S. Mail, baggage handled under check, express or newspapers is in charge of Operators provided they are not required to "handle" it. The term "handle" as used herein means loading, unloading, and/or handling en route, it being understood that even though pieces are loaded, unloaded, or handled en route that such constitutes only one handling. If only one (1) operation is performed, it constitutes "handling" and the service is compensable under this rule.

#### **SECTION 2. HANDLING BY MORE THAN ONE OPERATOR**

When a crew consists of two Operators, both will handle U.S. Mail, baggage handled under check, express and newspapers and the separate allowances provided herein shall be divided equally. If there are other Operators in the crew, they shall not participate in or assist in the handling unless specially instructed to do so, in which event the allowance shall be divided equally among all Operators participating in the handling.

#### **SECTION 3. HANDLING OF FREIGHT AND EXPRESS**

The parties agree that should the Authority ever acquire the rights to transport and/or handle freight and/or express on other passenger trains and buses, they shall negotiate the wages, hours and working conditions for Operators of the equipment involved for this classification of work.

The parties agree that this classification of Operator's work or work similar thereto, is under the jurisdiction of the United Transportation Union.

## ARTICLE 21

### SCHEDULE MAKERS ARTICLES/ADDENDUMS OF CONTRACT APPLICABLE

#### ARTICLE

RECOGNITION AND BARGAINING UNIT  
PURPOSE OF CONTRACT  
UNION AUTHORITY RESPONSIBILITY  
CONTINUITY OF SERVICE TO THE PUBLIC

- 1 WAGES
  - Sec. 2(d) Schedule Makers Wage Rate
  - Sec. 8 Cost-of-Living
- 2 GUARANTEED WORK DAY AND WORK WEEK
  - Sec. 7 Schedule Makers Work Day and Work Week
- 3 OVERTIME
  - Sec. 2 Overtime Provisions
  - B Schedule Makers Overtime
- 9 CHOICE OF WORK GROUP POSITIONS
  - Sec. 13 Scheduling Department Choice of Work Group Positions
  - Sec. 14 Scheduling Department Work Location
  - Sec. 15 Schedule Department Seniority
- 19 INSTRUCTING TRAINEE SCHEDULERS
  - Sec. 2 Pay for Instructing Schedulers
- 21 SCHEDULE MAKERS ARTICLES/ADDENDUMS OF CONTRACT APPLICABLE
- 29 REDUCTION IN FORCE
  - Sec. 6 Scheduling Department Reduction In Forces
- 30 LAYING OFF
  - Sec. 6 Scheduling Department Requests for Time Off
- 31 LEAVE OF ABSENCE
- 32 APPROVAL OF APPLICATION
  - Sec. 3 Scheduling Department Probationary Period
- 35 SERVICE LETTER

36	CHECKING EARNINGS
38	OPERATORS' QUARTERS - BULLETIN BOARDS
	Sec. 6 Scheduling Department Bulletin Board
39	EMPLOYEE'S SAFETY
	Sec. 6 Scheduling Department Assault and Robbery Insurance
42	TRANSPORTATION PRIVILEGES
43	VACATION
	Sec. 1 Length
	Sec. 4 Continuity of Service on Reinstatement
	Sec. 7 Work Requirement
	Sec. 8 Prorating First Year of Employment
	Sec. 9 Pay at Severance
	Sec. 10 Vacations Worked by Agreement Only
	Sec. 11 Paid Due to Illness
	Sec. 13 Time of Payment
	Sec. 17 Scheduling Department Vacations
44	HOLIDAY
	Sec. 6 Scheduling Department Holidays
45	LIFE INSURANCE
	Sec. 8 Scheduling Department Life Insurance
	Sec. 9 Long Term Disability Insurance
46	HEALTH PLAN
47	SICK LEAVE
	Sec. 7 Scheduling Department Sick Leave
48	PENSION PLAN
49	BEREAVEMENT LEAVE
51	TERMS OF PROTECTION
52	UNION SHOP
53	PAYROLL DEDUCTIONS
54	DEFINITIONS

- 55 ASSIGNABILITY CLAUSE
- 56 BARGAINING DURING TERM OF CONTRACT
- 57 EFFECTIVE DATE - DURATION - TERMINATION TERM OF AGREEMENT

ADDENDUMS APPLICABLE TO SCHEDULE MAKERS

- 1 DISCIPLINE
- 2 GRIEVANCE PROCEDURE
- 3 ARBITRATION
- 4 COURT APPEARANCE and JURY DUTY
- 5 TESTING, PROMOTION and SALARY ADJUSTMENT
- 6 SCHEDULE MAKER ROSTER

ROSTERS

- 7 Schedule Maker II
- 7A Schedule Maker II\*
- 6 Schedule Maker I
- 7B Scheduling Department Seniority
- 7C Scheduling Department - Authority Seniority

\*Roster 7A lists Schedule Maker II in order of the date they made Schedule Maker I.

## **ARTICLE 22**

### **RAIL SERVICE**

#### **SECTION 1. NEW SERVICE**

At such time that the Authority provides new rail service, the Authority and the Union shall meet to negotiate in accordance with the provisions of Recognition, paragraph E, and Article 56, Section 2, of the Collective Bargaining Agreement any modifications needed to begin operating the new rail service which are not covered below. The parties will negotiate until agreement is reached or for a period of 60 days, whichever occurs first. If no agreement is reached after such good faith negotiations by the parties, the Authority may implement its proposed arrangement with regard to the new types of rail service, which arrangement shall prevail for the balance of the Collective Bargaining Agreement. Such determinations of the Authority are only subject to review by an arbitrator to the extent that it is proven that the Authority willfully abused its discretion and that the arrangement so implemented is without measurable basis under the circumstances.

Applications for Extra Train Operators for the start-up service must be accepted from both Bus and Train Operators. Operators who successfully complete the initial selection process will be placed on a start-up eligibility list in seniority order for the start-up service. As positions for Train Operator on the start-up service open, the positions will be filled by seniority order from the start-up eligibility list.

#### **SECTION 2. TRAINING AND START-UP**

A sufficient number of operators will be trained and certified to fill all positions necessary to operate the start-up service upon completion of integrated testing, and to establish an Extra Train Operator List for the start-up service.

The Extra Train Operator List will not exceed 20 positions. The Authority reserves the right to train Operators at any time based on service requirements.

The name of any Operator who fills a Train Operator position, or who is placed on the Extra Operator List for start-up service will be removed from any other Train Operator eligibility list where the operator's name appears. Operators who are in training and choose not to complete the training or do not meet qualifications, and therefore do not successfully complete the training, may not reapply for the position of Train Operator until at least two (2) years from the date the Operator left the training program and the names of such operators will be removed from any other Train Operator eligibility list where their names appear. These operators who do not complete the training will return to their home division, subject to Article 9, Section 5.

Operators hired for start-up must agree to remain in their Train Operator position on the start-up service from the date of entry into the position until the expiration of one full year of revenue service on the new line and/or extension. Operators will return to their home division, subject to Article 9, Section 5. .

Operators filling positions on the start-up service will not be entitled to take vacations until revenue service commences. However, if Operators assigned to start-up are permitted to take vacation, operators from the Extra Train Operator List for start up will be brought up in seniority order to provide vacation relief. When the permitted vacation period is over, the Extra Train Operator will be returned to the Extra Train Operator List.

The Authority will give first consideration to retired Train Operators for temporary support positions related to the Rail System, on an as needed basis. Additionally, the Authority and the Union will meet and confer, as outlined in Section 1 above, when said support positions are needed.

Effective with the first day of revenue service on the start up service:

- (1) The eligibility list for the start up service will be integrated with the active eligibility list and Operators on the list ranked by their Authority seniority.
- (2) The Extra Operator eligibility List for the start-up service and the active Extra Operator list will be combined and Operators on this list be ranked by their Authority seniority.

During start-up, leaves of absence for Operators on the start-up line will be covered under the terms of Article 9, of the Collective Bargaining Agreement. Additionally, Operators will be scheduled and rotated on a weekly basis to accommodate start-up and testing schedules and no extra board will be established.

### **SECTION 3. QUALIFICATIONS - TRAIN OPERATORS**

- (a) Operators successfully completing the initial selection process for Train operator will be placed on the appropriate Train Operator eligibility list(s) in Authority seniority order.

At least once a year, the Authority will establish an eligibility list for qualified operators. Qualified operators shall be sequenced by seniority order.

As openings occur for train operators, operators will be selected in seniority order and trained on all modes.

An Operator who begins training will be removed from the eligibility list. Operators who are in training and choose not to complete the training or do not meet the qualifications, and therefore do not successfully complete the training, may not

reapply for the position of Train Operator until at least two (2) years from the date the Operator left the training program. These operators who do not complete the training will return to their home Division, subject to Article 9, Section 5.

Operators who have successfully completed training shall be ranked by seniority order and placed on a list entitled "Extra Train Operator". Openings shall be filled from the list in seniority order.

Operators on the "Extra Train Operator" list who are offered a position may decline the position two times before they will be removed from the list. After exhausting the list without success an immediate second request to fill the position will be made. Any one who declines the second time will be dropped from the list and may not reapply for two (2) years.

The Extra Train Operator list shall not exceed fifty (50) positions. However, the Authority reserves the right to train operators at any time based on service requirements. Upon successful completion of training, these operators shall be integrated by seniority onto the Extra Train Operator List.

- (b) Selection of applicants will be made on basis of seniority, providing they have the necessary fitness, ability and aptitude for the particular type of work involved.

Applicants whose applications are rejected will be notified in writing the cause of such rejection.

When an operator believes that his/her application has been unjustly rejected, he/she may appeal his/her case to the Deputy Executive Officer, Rail Operations - Rail Transportation within ten (10) days either in person or through his/her representative. The decision from the Deputy Executive Officer, Rail Operations - Rail Transportation is final.

#### **SECTION 4. STANDARDS OF EFFICIENCY ESTABLISHED BY THE AUTHORITY**

A Train Operator, upon completion of basic rail training, will be placed on a 90 day working evaluation period. A Train Operator who fails to pass the evaluation period will revert back to bus operator and exercise available seniority rights. Train Operators who fail the evaluation period will not be reconsidered for a Train Operator position for two years. Employees disqualified during the evaluation period shall receive a written disqualification summary within 30 days of disqualification.

#### **SECTION 5. DOWNSIZE IN PERSONNEL REQUIREMENTS ON RAIL LINES**

Whenever a surplus of Train Operators exists on a particular line, the following process will apply:

- (1) Displacement within the Rail System in accordance with Article 9.



- (2) Train Operators who are filling vacancies on a rail line in accordance with Article 9, Section 9(c), will be displaced, in reverse seniority order, and returned to their position on the Extra Train Operator list.

## **SECTION 6. SEMI-ANNUAL BIDS**

Train Operators will be allowed to bid on the basis of Authority seniority for open assignments at Rail and Bus Divisions during the semi-annual bid periods. A maximum of two Train Operators per rail division, will be allowed to bid into open assignments at Bus Divisions.

- (a) Regular assignments posted for seniority choice which are not bid in, will be assigned to the Extra Board.
- (b) Semi-Annual bids will be posted for choice at all Divisions as well as at Auxiliary and/or Terminal/Divisions. Upon completion of the semi-annual bid, open Train Operator assignments will be filled from the Extra Train Operator List.
- (c) Failure to post such runs and trippers or open assignments will result in a penalty in accordance with the provisions of Article 12, Section 3 on the first day such assignment is worked by the Extra Board.
- (d) Operators who leave rail, will not be eligible to return to Rail Operations for two (2) years, subject to Article 22, Section 3.

## **SECTION 7. RETURN FROM LEAVE**

A Train Operator returning from a Leave of Absence will be subject to the provisions of Article 9, Section 9.

## ARTICLE 23

### FAIR LABOR STANDARD APPLICATION

- (1) If any additional costs for compensation to employees covered by this Agreement would be imposed on the Authority because of the interpretation and/or application of any provision(s) of this Agreement by reason of the Fair Labor Standard Act (FLSA), such provision(s) shall become inoperative to the extent that such provision(s) impose(s) additional costs on the Authority.
- (2) Such provision(s) shall be changed to create no additional costs to the Authority by reason of the application of the FLSA.
- (3) For purposes of complying with FLSA, an employee's workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours - seven (7) consecutive twenty-four (24) hour periods. Except as otherwise agreed between the Authority and the Union, an employee's workweek shall begin at 12:00 A.M. on Sunday and end at 11:59 P.M. on Saturday. A change in the beginning of a workweek may be made with respect to any employee only if the change is intended to be permanent. A pay period shall consist of two (2) consecutive workweeks.
- (4) During the term of this Agreement the Authority shall notify the Union in Writing if any additional cost as provided in Paragraph 1 would be imposed on the Authority because of any provision(s) of this Agreement by reason of the FLSA.
- (5) In accordance with Paragraph 2 above the Authority and the Union shall meet within ten (10) working days of receipt of said written notice to change the language of the provision(s) which create additional cost to the Authority by reason of the application of the FLSA.

## ARTICLE 24

### SCHEDULE CHECKERS

#### SECTION 1. WORK DAY AND WORK WEEK

- (a) Regular Schedule Checkers shall be guaranteed eight hours per day, five days per week.

This rule guarantees Regular Schedule Checkers who are qualified and available and who work their assignments, a five (5) day week, eight (8) hours' pay time per day.

Schedule Checkers will be paid overtime after eight (8) hours of work; and will be guaranteed eight (8) hours' pay time per day within a spread of eleven (11) hours.

- (b) With the exception of Section 5(f) of this Article, Schedule Checkers will have a minimum of eight (8) consecutive hours off in any 24-hour period. This release from duty will commence after reasonable driving time, if required, from point of check to administrative office of the Transportation Department.
- (c) Regular Schedule Checkers will have two (2) consecutive bid days off. These days off shall be at least:
- (1) Twenty-five percent (25%) on Saturday/Sunday.
  - (2) Twenty-five percent (25%) on Friday/Saturday or Sunday/Monday  
A bid for days off will be held three (3) times a year.

#### SECTION 2. ARTICLES OF CONTRACT APPLICABLE

Schedule Checkers will not have their present working conditions worsened during the term of this Contract.

Regular Schedule Checkers will be subject to the following Articles:

- (1) Article 1 Rates of Pay
- (2) Article 3 Section 7 only - Overtime
- (3) Article 19 Instructing Student Operators/Trainee Schedulers
- (4) Article 23 FAIR LABOR STANDARD APPLICATION
- (5) Article 26 Filing of Claims - Procedure/Limitations
- (6) Article 27 Discipline Rule
- (7) Article 28 Seniority Rules
- (8) Article 29 Reduction in Forces

- (9) Article 30 Laying Off
- (10) Article 31 Leave of Absence
- (11) Article 35 Service Letter
- (12) Article 36 Checking Earnings
- (13) Article 38 Operator's Quarters Bulletin Board
- (14) Article 39 Operator's Safety
- (15) Article 40 Court Appearance and Jury Duty
- (16) Article 41 License Paid For
- (17) Article 42 Transportation Privileges
- (18) Article 43 Vacations except as provided for in Section 8 of this Article
- (19) Article 44 Holidays
- (20) Article 45 Group Life Insurance
- (21) Article 46 Health and Welfare
- (22) Article 47 Sick Leave
- (23) Article 48 Pension Plan
- (24) Article 49 Bereavement Leave
- (25) Article 51 Terms of Protection subject to Schedule Checkers exercising any seniority when applicable for positions within the Authority.
- (26) Article 52 Union Shop
- (27) Article 53 Union Dues - Deductions
- (28) Article 54 Definitions

### **SECTION 3. WORK ON DAYS OFF**

- (a) Schedule Checkers must complete forty (40) hours of work at the straight time rate of pay before overtime pay is earned. OCB Schedule Checkers who work their days off are excluded from this subsection.
- (b) An OCB Schedule Checker will be guaranteed twelve (12) hours pay time within an eleven (11) hour spread.
- (c) A Schedule Checker laying off of his/her own accord will be paid at one and one-half (½) times the straight time rate for hours worked and the minimum of twelve (12) hours will not apply.
- (d) Extra Schedule Checkers may be used to fill vacancies on bid days off of Regular Schedule Checkers.

### **SECTION 4. NEED FOR ADDITIONAL SCHEDULE CHECKERS**

- (a) When there is a need for additional Schedule Checkers the additional work will be assigned in the following order:
  - (1) Extra Schedule Checkers will be used to fill remaining vacancies, provided their driving work shifts correspond to schedule checking shift requirements so that there is no rest time violation, in the following order:

- (a) Extra Schedule Checkers with valid medical reports on file.
  - (b) Extra Schedule Checkers without valid medical reports on file.
- (2) Regular Schedule Checkers who have volunteered to work on their bid days off providing they can be assigned to work that will leave them available for the next day's assignments, (NOTE:) Regular Schedule Checkers working on their normal work day will be assigned first, in accordance with Section 5 below.
  - (3) If subsections (1) and (2) above are exhausted and there is a need for additional Schedule Checkers, Regular Schedule Checkers on their bid day off who do not desire work will be used.
- (b) Regular Schedule Checkers who desire additional work on their bid days off shall have on file, in the office of the Senior Schedule Checker Supervisor, a Miscellaneous Report indicating this desire. Requests by Regular Schedule Checkers for work on days off will be filed in seniority order. Those Regular Schedule Checkers used under Subsection (a) (2) above will rotate as they are used on a daily basis. Lack of qualifications, required rest, or availability for the next day's assignment, will be considered the only reasons for passing the Schedule Checker standing first out. The Schedule Checker passed will remain first out for work. The Union may review such records.

## **SECTION 5. ASSIGNMENT OF WORK**

- (a) Regular Schedule Checkers will have on file, in the office of the Senior Schedule Checker Supervisor, a Miscellaneous Report listing, in the order of their preference, the following types of work assignments. These reports may be resubmitted three (3) times per year.
  - (1) Straight A.M. Assignments (Sign-on Early A.M.)
  - (2) Straight Midday Assignments (Sign-on Midday)
  - (3) Straight P.M. Assignments (Sign-on in P.M.)
  - (4) Split Assignments
  - (5) Race Track Assignments
  - (6) Special Day-to-Day Office Assignments, subject to qualifications as set forth by the Authority.
- (b) By Friday of each week the Authority will provide to each Schedule Checker a list of the Schedule Checking assignments for the second week following, that is, the second following Sunday through Saturday. Schedule Checkers will submit their bid on the proper Bid Form, to the Senior Schedule Checker Supervisor for the assignments as listed.

- (c) The completed bid by the Schedule Checkers must be received in the office of the Schedule Checker Supervisor no later than 4:00 P.M. the ensuing Monday. The Schedule Checker Supervisor will assign the following week's work, in accordance with the department seniority order.
- (d) The Schedule Checker Supervisor will then send via Company Mail, on Friday, a copy of the following week's assignments for bid to each Schedule Checker at the Division of his/her choice.
- (e) When a Schedule Checker's bid fails to reach the Office of the Schedule Checker Supervisor by 4:00 P.M. on Monday, he/she will be assigned the remaining open work for the following week. This will also be true when a Schedule Checker fails to submit sufficient choices to permit him/her to be awarded an assignment.
- (f) The award of assignments as covered by Items (b), (c), (d), and (e) above, which results in a Schedule Checker having less than eight hours off-duty between shifts, will be an exception to the provisions of Subsection 1(b) of this Article.
- (g) An employee who is on vacation and is scheduled to return to work the following week and who does not complete a bid as set forth above, will have his/her assignment selected for him/her by the Schedule Checker Supervisor in accordance with his/her seniority and with the type of work assignment that he/she has on file, as covered in (a) above.
- (h) In the event it is necessary to change a Schedule Checker's assignment after it has been posted, the Checker affected will be guaranteed the pay time of his/her original Schedule Checker assignment.
- (i) In the event there are more assignments to be filled on a particular day than there are Regular Schedule Checkers, all assignments will be posted for bid and Extra Schedule Checkers will be assigned to the unbid assignment. In the event, however, that such an assignment would make the Extra Schedule Checker unavailable for his/her Operator's work on the following day, the Extra Schedule Checker will be given the assignment which signs off closest to eight (8) hours before his/her driver's assignment signs on the following day.
- (j) Copies of the preliminary work assignments for Schedule Checkers will be mailed to the Union Office.
- (k) Schedule Checkers will check with the Dispatcher's office on rainy days for reassignment after the Schedule Department closes.
- (l) Each Schedule Checker will maintain on record with the Schedule Checking Department Supervisor his/her current address and telephone number.

## **SECTION 6. DELIVERY OF SCHEDULE CHECKS**

Schedule Checkers may send their schedule checks to any one of the operating divisions with the understanding that it is the Checker's responsibility for the checks arriving at the Schedule Checking section at the required time. Schedule Checkers will not be required to deliver checks to the Schedule Checking section during their off hours on split assignment.

Ten (10) minutes will be allowed at the end of the assignment to transmit the computerized checks and will be considered work time and made part of the Schedule Checker's assignment.

## **SECTION 7. USE OF AUTOMOBILES**

Schedule Checkers will receive an automobile allowance of thirty-two (32) cents per mile for all traveling done from the Administrative Headquarters Building. Mileage will be figured to and from the Authority headquarters on all assignments. Mileage will be subject to change in accordance with policy established by the Board of Directors for other Authority employees. No automobile allowance will apply when traveling is within the Central Business Authority of Los Angeles or when a Authority vehicle is used to transport Checkers from the administrative Headquarters Building to the checking point or points.

When Authority vehicles are used, Schedule Checkers will be signed on and signed off at the administrative Headquarters Building and all traveling will be done within the hours of their assignments.

## **SECTION 8. VACATIONS**

- (a) Vacations will be scheduled at various times during the year in accordance with service requirements. The Authority will designate the periods available and the number of Schedule Checkers permitted on vacation during these periods.
- (b) Schedule Checkers' vacation pay will be based upon forty (40) hours per week of vacation.

## **SECTION 9. TELEPHONE CALLS**

When telephone calls are required of Schedule Checkers by the Authority, they will be made at the Authority's expense.

## **SECTION 10. RELEASE FOR PERSONAL NEEDS**

A Schedule Checker working a straight assignment will be permitted up to twenty (20) minutes to attend to personal needs sometime near the middle of his/her assignment. The time of release may be designated by the Authority.

## **SECTION 11. EARNINGS SHOWN ON PAYROLL CHECK**

The earnings of Schedule Checkers will be itemized on the payroll check by showing the hours worked each day.

## **SECTION 12. TRADING OF ASSIGNMENTS**

- (a) Schedule Checkers will be permitted to exchange assignment on a daily basis providing advance permission is received from the Senior Schedule Checker Supervisor.
- (b) It is understood that there will be no penalty upon the Authority as a result of granting this exchange.
- (c) In the event a Schedule Checker does not have eight (8) hours' rest between his/her assignments as a result of this exchange, Section 1(b) of this Article will not apply.

## **SECTION 13. PAYMENTS OF PARKING FEES**

Schedule Checkers will be reimbursed by the Authority for parking fees necessary in connection with their checking assignment.

## **SECTION 14. USE OF DISABLED OPERATORS AS EXTRA CHECKERS**

Operators who become physically disabled will be given priority for appointment as Extra Schedule Checker, provided they are otherwise qualified and they pass the selection process.

All Extra Schedule Checkers who have such a disability shall be required to file a valid medical report with the department describing his/her disability. This medical report must be renewed annually.

## **SECTION 15. TRAVEL TIME ALLOWANCES**

Travel allowance will be paid at the straight time rate of pay for travel between alternate work locations in a split assignment. The allowance will be based on a twenty (20) miles per hour driving time. Automobile usage allowance at the rate indicated in Section 7 of this Article will be paid between the alternate work locations. This allowance does not apply within the Central Business Authority of Los Angeles.

## **SECTION 16. EXERCISING DISPLACEMENT PRIVILEGE**

- (a) Effective with the signing of this Contract, the Authority will maintain two (2) separate rosters for Schedule Checkers. The first list, Roster #5 will be amended



and shall consist of regular Schedule Checkers who will hold frozen positions and will be protected from bumping or displacement.

The next list, Roster #2 will consist of thirteen (13) bumpable positions. These bumpable positions will be filled by the thirteen (13) Schedule Checkers with lowest Authority seniority. Schedule Checkers who were previously frozen under the terms of the last contract will be exempted and will be placed on roster #5. Schedule Checkers on Roster #2 may be displaced by permanently physically disqualified operators. The right to displace a junior Schedule Checker in a bumpable position only applies to those Operators who are permanently physically disabled and disqualified from operating revenue equipment.

- (b) A regular Schedule Checker who holds a bumpable position may be displaced by a physically disqualified Operator according to the following:
  - (1) Should an Operator become physically disqualified from operating revenue equipment but is able to work as a Schedule Checker, he/she shall have the right to displace a schedule checker junior to him/her, who is in a bumpable position, after passing a selection test. Any Operator wishing to make such a displacement must do so no later than 7:00 A.M. on Wednesday to be effective the following Sunday, if qualified. A displacement made after 7:00 A.M. on Wednesday will not become effective until the following Sunday.
  - (2) A displaced Schedule Checker who is not physically disqualified shall be permitted to exercise a displacement under Article 9, Section 5 of the Division of his/her choice.
  - (3) A displaced Schedule Checker who is physically disqualified from operating revenue equipment shall be furloughed in accordance with Articles 28 and 29.
- (c) If the number of Schedule Checkers on Roster 5 is less than the authorized number of positions, the vacancies will be filled based on the needs of the Authority.
- (d) Should a reduction in force of Schedule Checkers become necessary, the Authority will agree to reduce an equal number of the least senior Schedule Checkers from Roster #5 list and the Roster #2 list based on Authority seniority. Schedule Checkers will be reduced in accordance with Articles 28 and 29.
- (e) A disability that entitles an Operator to make a displacement may in no way interfere with his/her ability to perform the work of Schedule Checker. Submission of false or fraudulent medical information will result in disciplinary action.

## **SECTION 17. SCHEDULE CHECKER SELECTION PROCESS**

- (a) The Scheduling and Operations Planning Department will conduct a selection process for non-bumpable and extra Schedule Checkers once a year from among applicants who have submitted a job application signifying their interest in becoming a Schedule Checker. Schedule Checkers on the bumpable list will also be allowed to apply. The selection process will be announced by bulletins and posted throughout the Authority.
- (b) Applicants for non-bumpable Schedule Checker positions must pass a record review for compliance with Authority attendance and missout policy as a part of the selection process.

The period of review of an applicant's record who is currently holding a bumpable position as a Schedule Checker will be limited to the time the applicant has held the position of Schedule Checker. The period of review of an applicant's record with less than one year in the Schedule Department will be the most recent one (1) year and include that time or portion thereof spent in any previous position held.

- (c) Appointment to a non-bumpable Schedule Checker position will be made from the list of candidates who passed the selection process by Authority seniority. Preference will be given to employees who are physically disqualified provided all other qualifications are equal.
- (d) If an opening occurs on the bumpables list and no physically disqualified Operators are available to fill that opening, an applicant from the selection list may be appointed on an interim basis.
- (e) Effective January 1, 2004, operators who subsequently promote to Schedule Checker will be transferred without reduction in their present hourly rate of pay to the wage progression as specified in Article 1, Section 2(d). Should an employee's wage rate fall between steps at the time of promotion, the employee will be placed on the next higher step (at the next highest percentage) of the wage progression. The employee will remain at each step of the wage progression for the full period of service specified in the wage progression. For example, an employee hired 9/5/97 who is promoted to full-time 12/1/99 is receiving 75% of the pay rate and will remain at 75% until 12/1/2000.

## **SECTION 18. PROBATIONARY PERIOD**

Newly appointed Schedule Checkers will be subject to a one hundred eighty (180) day probationary period. Time off work will not count toward the completion of the probationary period. Probationary employees shall receive two written evaluations during the probationary period. The first evaluation shall be provided between the 90<sup>th</sup> and 120<sup>th</sup> day and the second evaluation to be provided within ten (10) days of the end

of the probationary period. The probationary period may be extended no more than ninety (90) days beyond the original probationary period per mutual agreement between the manager and the local chairman.

Newly appointed Schedule Checkers who fail to pass the probationary period may exercise their displacement privilege under Article 9, Section 5, of this Contract if otherwise qualified.

## **ARTICLE 25**

### **BUSINESS DEVELOPMENT OPERATING FACILITY (BDOF)**

The Authority shall have the right to provide service through BDOF as provided in this Article 25. BDOF may be used to provide new service, any other service agreed upon by the Authority and Union, and for the purpose of contracting directly with other transit providers, public and private to provide service. When the Authority is awarded a contract by other transit providers for service under this Article, such service will be performed exclusively by BDOF Operators. Part-time operators of the Authority may be utilized on a temporary basis while the BDOF operators are hired and trained to operate such service. Temporary vacancies of BDOF operators will be filled by the extra-board.

There shall be no limitation on the number of BDOF operators performing the services described above nor shall there be any limitations on the number of hours a BDOF Operator may work.

BDOF operators shall be eligible for the same fringe benefits and leaves as part-time operators.

BDOF operators shall be paid in accordance with Article 1 and no COLA. The training rate shall be as set forth in Article 1.

BDOF operators shall wear identification logos that distinguish them from MTA operators full-time and part-time.

No employee covered under the terms of this contract shall have his/her wages or benefits adversely affected as a result of the Authority operating service as BDOF service.

## **ARTICLE 26**

### **FILING OF CLAIMS - PROCEDURE - LIMITATIONS**

#### **SECTION 1. TIME LIMITS ON FILING CLAIM**

Claims or disputes with respect to the interpretation or application of the terms of this Contract which are not submitted to the Location Manager within twenty (20) days from date of the occurrence, exclusive of vacation period, will be deemed as abandoned.

#### **SECTION 2. TIME LIMIT ON DECLINING CLAIM**

Employees and Union will be notified in writing within twenty (20) days when any time claim submitted at the Division level is not allowed.

If the Location Manager or his/her representative failed to respond in writing to the Union's written Time Claim within twenty (20) days, this claim will be deemed to be valid and will be paid by the Authority.

#### **SECTION 3. SECOND LEVEL APPEAL HEARINGS**

When claims made within twenty (20) days from date of occurrence are declined at the Division level, the employee or the Union, shall have twenty (20) days from date of notice declining claim to present an appeal on the claim to a permanent Grievance Hearing Officer to be selected by the MTA Chief Operations Officer. The Grievance Hearing Officer will fulfill this function for the term of the labor contract (at the will of the Chief Operations Officer).

He/she will conduct the hearing and render a decision within twenty (20) days on time claims and thirty (30) days on other grievances and disputes. Following the conclusion of the hearing, the Grievance Hearing Officer will not discuss the case with anyone from either management or labor. He/she has total authority to make the decision.

In the event the Grievance Hearing Officer is unavailable, a temporary alternate shall be selected by the MTA Chief Operations Officer.

Because the Union has no veto rights over the selection of the Grievance Hearing Officer, the Union shall have the option of bypassing the Second Level Appeal and proceed to the next level in the Grievance process.

All Time Claims presented to the Grievance Hearing Officer which are not responded to in writing within twenty (20) days will be deemed as valid and will be paid by the Authority.

Time Claims shall be in writing and shall include a "Statement of Claim", "Statement of Fact", and "Position of the Employee", or "Position of the Local (or General) Committee". When Time Claims are denied by the Grievance Hearing Officer , such denials will be made in writing and giving reasons for the denial.

#### **SECTION 4. APPEAL TO THE CHIEF OPERATIONS OFFICER**

If formal claim is filed within the twenty (20) day limit, as provided in Section 3, and claim is declined, the employee or the Union shall have twenty (20) days from date of decision to appeal to the Chief Operations Officer (or designee). If the claim is a time claim, said appeal shall be in writing. If appeal is not made within the twenty (20) day limit, all rights to handle the case further shall cease and all rights based on the claim shall expire.

If Chief Operations Officer is temporarily unavailable, the Union will give full consideration to extension of time limits, or meet with the designee of the Chief Operations Officer.

#### **SECTION 5. TIME LIMITS FOR AUTHORITY DECISION ON GRIEVANCES AND APPEALS**

When claims arising from the application of this Contract are submitted originally by the Union, the Authority shall render its decision promptly and without unnecessary delay, but not later than twenty (20) days from the date of submission. Failing to do so, the time limits set forth for further appeal by the Union will be extended upon the request of the Union. Claims appealed to the Grievance Hearing Officer will be decided within twenty (20) days from the date of such appeal and said decision shall be in writing. All appeals to the Chief Operations Officer will be made by the Union within twenty (20) days from date of decision. All claims submitted to the Chief Operations Officer of the Authority that are not responded to within the twenty (20) day limit as set forth in this Article will be deemed as valid and will be paid by the Authority.

#### **SECTION 6. EXTENSION OF LIMITS - APPEAL WITHIN ORGANIZATION**

- (a) In computing the time limits as outlined in Sections 3, 4, 5, and 6 of this Article, the date shown in the postmark by the United States Post Office on the envelope containing the letter of claim, appeal or request by the Union or the letter of denial or agreement of such matter from the Authority will be used as the date for the computation of the respective time limit periods involved.
- (b) By agreement between the Authority and the Union, the time limits set forth in Sections 3, 4 and 5 may be extended to specific times in individual cases. They shall be further extended whenever the Union shall advise the Authority in writing that the grievance or claim has been appealed to the International of the United Transportation Union for decision within the organization and that upon determination of said appeal, the case will be renewed actively by the Union. Whenever such cases are first to be adjudicated within the Union, it is understood that the Authority shall not be penalized for accrual of time from the

date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to progress the case, at which time the extension of time shall end and the time limits in Article 26, Section 7 shall be applicable to such case.

## **SECTION 7. APPEAL TO ARBITRATION PROCEDURE**

If the claim is not satisfactorily settled and if the Union desires, the claim may be submitted to arbitration upon the Union's written request. The request for arbitration shall be served upon the Authority within twenty (20) days from date of decision of the highest officer of the Authority designated to handle disputes.

The following shall constitute the agreed procedure in submitting grievances to Arbitration:

- (a) The parties may mutually agree to select an arbitrator. If the parties do not agree in the selection of an arbitrator, the parties shall jointly request the Supervisor of the California State Conciliation Service to submit to them the names of seven qualified and available arbitrators. No person submitted on the list by the said Supervisor shall have any official, financial, or other connection with or interest in the Authority or the Union. Within five (5) days after the receipt of said list, the Union and the Authority representatives shall each strike three (3) names from it in the following manner:

The two representatives shall determine by lot the order of elimination and thereafter each shall, in that order, eliminate three names from said list. The seventh and remaining name shall thereupon be accepted by both the Union and the Authority as the arbitrator.

- (b) The Authority and the Union shall set a date which is mutually agreeable to hold the hearing.
- (c) The parties further agree (1) that each party shall be responsible for any expenses in connection with the presentation of its case; (2) that all other expenses of arbitration shall be borne equally by the parties, and said expenses may include making a verbatim record of the proceedings and a transcript of that record; (3) that the power and Authority of the arbitrator shall be strictly limited to determining the meaning and interpretation of the explicit terms of this Agreement as herein expressly set forth and issuing an Award in accordance therewith. The arbitrator shall not have the authority to add or subtract from or modify any of said terms or to establish or change wages or rates of pay. The Award shall be in accordance with the laws of the State of California and the decision of the arbitrator shall be final and binding on the matters properly set before it. The decision of the arbitrator shall be based solely on the evidence and arguments presented by the parties in the presence of each other, or in the post-hearing briefs, if any. The parties agree that the power and jurisdiction of

any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision specifically mentioned in this Agreement. The arbitrator shall render his/her award within thirty (30) days after the close of the hearing, receipt of transcript, if any, or submission of the parties' briefs, if any, whichever of said events occur later. Unless expressly authorized by the parties hereto, in writing, the arbitrator shall not have jurisdiction to hear any grievance which is not filed or appealed in a manner specified in this Article within the time limits of this Article.

- (d) Either party may call any employee of the Authority or person or persons, who are or have performed services for the Authority, as a witness in any proceeding before the arbitrator, and if the employee is on duty the Authority agrees to release him/her from duty so he/she may appear as a witness.

#### **SECTION 8. NOTIFICATION OF PAYMENT BY MEMORANDUM**

Within twenty (20) days from the date of allowance of a time claim which has been submitted by the Union, the Union shall be advised of such payment by appropriate memorandum.

#### **SECTION 9. CORRECTION OF OVERPAYMENTS**

When overpayments are made to employees they shall be corrected but no deduction from Operators' checks shall be made after sixty (60) days from date check has been issued to the Operator [ninety (90) days for Owl assignments]. These periods will be extended when the Operator has insufficient earnings to cover the overage.

#### **SECTION 10. RIGHT OF UNION TO SUBMIT CLAIMS**

The Union shall have the right to submit claims for individuals or groups of individuals and such submission shall be recognized and treated as set forth herein.

#### **SECTION 11. DEFINITION OF CLAIM**

The term "Claim" as used herein means any time claim, or other claim other than discipline which may arise under the application or interpretation of this Contract.

#### **SECTION 12. APPLICABILITY OF ARTICLE**

These rules covering claims and procedure are applicable to all employees whose conditions of employment are within the scope of this Contract.

#### **SECTION 13. SINGULAR, PLURAL - MALE, FEMALE**



Words used in this Article in the singular number include the plural and the plural, the singular. Words appearing in the male gender include the female gender and vice versa.

**SECTION 14. EXCLUSION OF SATURDAYS, SUNDAYS AND HOLIDAYS FROM TIME LIMITS**

In computing the time limits as fixed in this Article, Saturdays, Sundays and Holidays shall be excluded.

**SECTION 15. ONLY MEANS FOR SETTLING DISPUTES**

It is understood and agreed that the provisions of this Article and Article 27 shall be the sole and exclusive means of settling any dispute or controversy arising out of the application or interpretation of this Contract.

## ARTICLE 27

### DISCIPLINE RULE

This Labor Contract between the Los Angeles County Metropolitan Transportation Authority and the United Transportation Union is based upon a spirit of cooperation between the employees and the Authority to provide a fair and equitable basis for the parties to handle discipline matters which may be brought before them.

The parties do recognize the responsibility of each to provide fair treatment to both parties.

In order that this preamble may be effectuated to its fullest, the procedures for handling discipline matters in an amicable manner are generally outlined on the following pages.

#### **SECTION 1. HEARING BEFORE DISCHARGE OR DISQUALIFICATION**

- (a) Before an employee covered by this Contract is discharged or disqualified from any type of service, a hearing shall be held at which time the employee may present his/her case. The employee and the Union shall be notified in writing of the specific charge, time and place of hearing sufficiently in advance to afford the employee the opportunity to arrange representation and/or witnesses, if desired, with the understanding that the Authority will not compensate any such witnesses for time spent at hearing. The first level hearing will be conducted by the Transportation Manager, or in his/her absence from the Division, by his/her representative.
- (b) If any employee fails to attend his/her hearing, he/she may be discharged or disqualified, whichever is applicable, unless satisfactory explanation is furnished for his/her failure to attend.
- (c) The hearing shall be convened as promptly as circumstances will reasonably permit, but in no event later than five (5) days from the date when the Operator is charged with the offense or held from service whichever is earlier.
- (d) It is agreed that either party may have a transcript made of the hearing at its own expense and by providing its own transcript stenographer.
- (e) If, after review of a suspension, discharge or disqualification, it is mutually agreed that an employee who was suspended, discharged or disqualified, was completely blameless of charges regarding the offense, he/she shall be reinstated to his/her former position without loss of seniority and will be paid wages lost as though he/she had not been suspended or discharged.

It is mutually agreed that no entry shall be made on the employee's record of such suspension, discharge or disqualification, if by mutual agreement the employee was found to be completely blameless.

If, however, after such a review, it is found that the employee in question was not completely blameless, then the parties may mutually agree upon a reduction of the penalty and upon what, if any, portion of the wages he/she would have earned should be restored to him/her.

- (f) At any hearing or investigation, at any level of the grievance procedure, the employee and/or Union representative will be allowed to get whatever information is desired from the employee's personnel record file. There shall be forwarded to the General Chairman's office a copy of all Police reports which are forwarded to the Service Sector General Manager, upon which charges are to be filed by the Authority against an Operator. The reports referred to herein are to be forwarded to the General Chairman at the same time the Service Sector General Manager forwards them to the Transportation Manager, for preparation of the charges.

## **SECTION 2. TYPES OF DISCIPLINE**

- (a) Major infractions of the Authority's rules are running ahead of schedule, operating off-route, railroad crossing violations, (In all instances the operator must be personally contacted as soon as possible by the person citing the major infraction) excessive absenteeism, gross misconduct, insubordination, not properly accounting for passenger fares, the use of intoxicants or the odor of intoxicants, the use of or possession of narcotics or drugs and failure to submit to a chemical test immediately, accidents, Missouts, ADA violations, Absent Without Permission (AWOP), falsification of sick reports and employees who verbally threaten or physically harm an Authority employee who is carrying out his/her duties, and will subject the employee to suspension or discharge.

Running ahead of schedule, operating off-route, ADA and safety violations will, in most cases, subject employees to the following discipline for repeated violations of the same type:

First Violation in a floating six (6) month period: Counseling/training.

Second Violation in a floating six (6) month period: Counseling and written warning.

Third Violation in a floating six (6) month period or a second violation within six (6) months of receiving a written warning: Two (2) day suspension.

Fourth Violation in a floating six (6) month period or another violation within six (6) months of receiving a two (2) day suspension: Subject to Formal Hearing.

Employees with multiple major infractions of a serious nature may subject employees to a Formal Hearing.

In dealing with the above discipline schedule, the Transportation Manager may, if he/she so desires, lessen the discipline.

- (b) A merit system of discipline will apply for other infractions of Authority rules not covered by Subsection (a) above. This will be administered as shown in Section 8 of this Article. Entries on a employee's service record, other than those on accidents or N.A.P. cases, of one (1) year's standing or more, will not be considered in disciplinary or discharge cases.

### **SECTION 3. ABSENTEEISM**

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

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

#### **DEFINITIONS**

- (a) **Instance of Absence** - An absence period of one (1) or more consecutive days or a portion of a day greater than one (1) hour.
- (b) **Excessive Absenteeism** - Six (6) or more instances of absence or three (3) or more instances totaling at least sixty (60) hours.

Progressive Discipline Schedule: (a) a sixth (6th) absence or three (3) or more instances totaling a least sixty (60) hours shall result in counseling of the employee; b) a seventh (7th) absence or four (4) or more instances totaling at least sixty (60) hours shall subject the employee to a suspension of up to three (3) days; c) an eighth (8th) absence or five (5) or more instances totaling at least sixty (60) hours shall subject the employee to Section 1 of this Article. An Operator who misses out will be charged with a missout not an absence for that day.

- (c) **Counting of Instances** - Once an instance of absence has occurred, any period of sixty (60) calendar days without an absence will remove one (1) instance of absence from the Operator's count. Absences from work due

to occupational illness or injury, reduction in force, suspensions, personal leave of absence, off with permission, or other excused absences will be deducted in calculating the sixty (60) day period.

The parties agree to form a Joint Labor/Management Attendance Improvement Committee to study how to improve employee attendance and to make recommendations to the parties for changes in attendance policies and procedures. There shall be two (2) Authority representatives, two (2) UTU Local Chairmen, and the UTU General Chairman and the Authority's Chief Operations Officer or their designees to serve on the Committee.

**EXAMPLE 1:**

MONTHS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
DATES	20	10	15	18	7	2
HOURS/ABSENT	8	8	8	8	8	8

This employee was absent six (6) instances during the above period. No instance was removed because the employee did not work any period of sixty (60) calendar days without an absence.

Based upon the above employee's record he/she would be subject to the first progressive level of discipline. . .a counseling.

Any subsequent instances of absence without clearance of an instance would subject the employee to the next progressive discipline step for his/her excessive absenteeism.

If the Operator is absent one (1) additional time between June 2nd and August 2nd he/she would have his/her seventh (7th) instance of absence and he/she would receive a three (3) day suspension.

If the Operator was absent two (2) additional times between June 2nd and August 2nd he/she would be subject to a formal hearing and discharge under Section 1 of this Article.

**EXAMPLE II**

MONTHS	JULY	AUGUST	SEPTEMBER
DATES	11-15	16-18	7
HOURS/ABSENT	40	24	8

This employee was absent three (3) instances totaling more than sixty (60) hours. No instance was removed because the employee did not work any period of sixty (60) calendar days without an absence.

Based upon the employee's record he/she would be subject to the first progressive level of discipline...a counseling.

If this Operator is absent one (1) additional time between September 7th and November 7th, he/she would receive a three (3) day suspension.

If the Operator is absent two (2) additional times between September 7th and November 7th, he/she would be subject to a formal hearing and discharge under Section 1 of this Article.

**EXAMPLE III**

INCIDENT DATE	HOURS	DAYS BETWEEN INCIDENT	INCIDENT NUMBER	TOTAL HOURS LOST	DISCIPLINE
June 1	8	-	1	8	
July 15	8	45	2	16	
Sept. 1	8	45	3	24	
Oct. 15	8	45	4	32	
Dec. 1	8	45	5	40	
Jan. 15	8	45	6	48	Counseling
Mar. 1	8	45	7	56	3 Day Suspension
Apr. 15	8	45	8	64	Subject to Section 1

**SECTION 4. MISSOUTS**

(a) Operators must report for their assignments at the scheduled time or they will be charged with a missout unless they notify the Division Management of their inability to report, due to illness, not less than forty (40) minutes prior to their scheduled report time. When an Operator is prevented from reporting on time due to an emergency, and presents acceptable proof of said emergency, the Transportation Manager will waive the charge of a missout on the Operator's record.

(b) If, after a hearing has been held, in the event one is held, and charges have been sustained subject to appeal, and discipline is assessed, it shall be assessed in the following manner:

- 1st Missout - Caution
- 2nd Missout - Warning
- 3rd Missout - Counsel with training and assessment
- 4th Missout - Two-Days' Suspension

5th Missout - Three-Days' Suspension

6th Missout - Subject to the provisions of Section 1 of this Article.

Any period of ninety (90) days between missouts will automatically start an Operator back as no missouts. However, during the aforementioned period, employees will not be allowed credit for absences from work occasioned by illness or injury, reduction in force or personal leave of absence.

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

(See letter dated May 3, 2006 from Deputy Chief Executive Officer John B. Catoe Jr.)

## **SECTION 5. ABSENT WITHOUT PERMISSION (AWOP)**

Employees absent without permission will be subject to the following discipline:

1st Occasion	1 Day Suspension
2nd Occasion within 12 months	2 Day Suspension
3rd Occasion within 12 months	Subject to the provisions of Section 1 of this Article

In calculating the twelve (12) month period, periods of absence occasioned by illness or injury, reduction in force, or personal leave of absence will be deducted.

Any employee absent without permission for three (3) or more consecutive work days will be subject to the provisions of Section 1 of this Article.

## **SECTION 6. SERVICE INSPECTION REPORTS/VIOLATION**

- (a) Service Inspector's report dealing with certain minor rule violations shall not result in disciplinary action.
- (b) When a Service Inspector or any other MTA personnel writes up an Operator for any violation except Not Accounting for Passengers (N.A.P.) the Operator will be given written notification of the violation by that individual as soon as possible prior to exiting the bus.
- (c) MTA personnel writing up operators will be made available to testify at the formal hearing level, upon request of the affected employee who has been charged with a violation observed and written up by MTA personnel.

## **SECTION 7. NOTICE BEFORE OTHER DISCIPLINE SUSPENSIONS**

Unless the employee is withheld from service pending a hearing, as covered by Section 1 of this Article, on a major violation, as referred to in Section 2(a), the employee will be given at least forty-eight (48) hours' notification prior to being suspended for said infraction.

## **SECTION 8. MERIT SYSTEM OF DISCIPLINE**

- (a) As indicated in Section 2(b), a merit system of discipline will apply for other infractions of the Authority's rules. Under this system discipline will be measured by cautions and demerits. The first violation of a rule not covered by Section 2(a) above will result in the employee's personnel record being assessed with a caution. Demerits will be assessed in multiples of five (5) for subsequent violations. Not more than thirty (30) demerits will be assessed for any one violation.

Any period of six (6) months without a violation will result in the employee being assessed a caution if he/she again violates a minor rule.

- (b) If the discipline is based upon an "Employee's Personnel Record Memorandum" a copy will be sent to the employee on the first violation with "caution" indicated thereon. Unless the employee contacts the Transportation Manager or designee within seven (7) days, the caution will be assessed on his/her record.

If the Operator again violates a minor rule, before the six (6) month period has elapsed, the Operator will be sent an "Interview Notice" which will indicate the nature of the subject to be discussed and the time and place of the alleged violations, when known. If after the interview, the Transportation Manager or designee finds the employee guilty of the charge, he/she will advise the employee of the number of demerits that will be assessed.

Before an employee is disciplined for matters other than those covered by the "Employee's Personnel Record Memorandum," he/she shall be first given a hearing by his/her Transportation Manager or designee and shall be entitled to representation by the Union.

- (c) Merits will be awarded at the rate of ten (10) merits for three (3) consecutive months of a clear record free of any violations. Credit will not be allowed for a fraction of such clear period of three (3) months. Merits will be added to a clear record up to a maximum of ninety (90) merits.
- (d) The actual date of occurrence will govern in determining the number of clear months. Employees will not be allowed credit for absences from work extending beyond fifteen (15) days, occasioned by illness or injury, reduction in force or personal leave of absence.



EXAMPLE: If an employee is absent from work for sixty (60) days, only fifteen (15) days of the absence will count towards the three (3) months clear record requirement.

- (e) In case of reinstatement following dismissal for cause other than excessive accumulation of demerits, the employee's record will be resumed as it stood at time of dismissal.
- (f) A person re-employed will begin with a clear record.
- (g) When an employee's record becomes charged with sixty (60) or more demerits he/she will be counseled by his/her Transportation Manager or designee with a Union representative in attendance, if desired by the employee. His/her record will be thoroughly reviewed in an attempt to avoid his/her reaching the maximum number of demerits. A notice setting the time and date of this counseling meeting will be sent to the employee and the United Transportation Union.
- (h) A formal investigation will be held when the employee has accumulated ninety (90) demerits or more and the employee will be subject to discharge. If extenuating circumstances exist and the employee is not discharged, it will be with fifty-five (55) demerits against the employee's record. The next accumulation of demerits will subject the employee to discharge.
- (i) Merits and demerits will be posted and maintained in the individual employee's file and will be treated as part of his/her personnel record.
- (j) Discipline assessed under this Section will be subject to the hearing and appeals procedures of this Article 27.

## **SECTION 9. PAYMENT FOR INTERVIEWING WRONG OPERATOR**

Should an employee, during his/her hours off, be summoned to the office of his/her Transportation Manager for alleged violation of Authority rules, and should it be found that the wrong employee has been so summoned, said employee shall be allowed the actual time from time he/she reports to the designated office (time of arrival and departure to be recorded by the Manager's secretary on an interview Notice) until released by the Manager, at his/her regular straight time rate of pay, with a minimum of two (2) hours for so reporting, and no entry will be made on Operator's record.

## **SECTION 10. REPRESENTATION BY UNION**

An employee shall be entitled to representation at any time he/she is required to attend a disciplinary interview or hearing, if he/she so desires. It is understood that it is the employee's responsibility to arrange for said representation and to attend such interview or hearing at the time designated. The term "Representative" as used in this

Article shall mean any Member of the General Committee of Adjustment or his/her assigned representative of the United Transportation Union.

The only item to be discussed at the interview will be the rule violation referred to on the interview notice. It is understood that this in no way restricts the Authority from generally counseling its employees.

## **SECTION 11. SECOND LEVEL APPEAL**

If the Transportation Manager's decision is not satisfactory, the authorized Union representative may appeal the grievance to the Grievance Hearing Officer in writing within five (5) days from the time the answer was received by the Union representative. Immediately after receiving the grievance or dispute, the Grievance Hearing Officer will arrange a meeting with the authorized Union representative at a mutually agreed to time and place, but in no event will said meeting be held later than five days from the date the grievance or dispute was referred to the Grievance Hearing Officer. The case will be discussed by the management representative and the authorized Union representative, and the aggrieved employee if so desired. A disposition will be made, such disposition to be given to the authorized Union representative within thirty (30) days from the date of the appeal meeting referred to above.

A copy of the Transportation Manager's memorandum regarding formal hearings, will be provided to the Union. In addition, copies of the Local Chairman's letter requesting appeals to the General Chairman will be provided to the Authority on those cases appealed to the third level.

Second level hearings will be presented by the Union representative and the MTA representative with presentation(s) of witnesses and/or documents on cases involving major discipline.

All other grievance cases may be processed by the presentation of witnesses or documentary evidence. Division management need not be present at minor grievance hearings.

The Grievance Hearing Officer or designee shall make an independent decision on all grievances or claims at the second level.

## **SECTION 12. THIRD LEVEL APPEAL**

- (a) If a grievance or dispute is not satisfactorily settled by Section 11 of this Article, the Union may appeal said grievance to the Chief Operations Officer or designee within five (5) days from delivery of the Second Level decision to the authorized Union representative. Such grievance or dispute shall be taken up for adjustment at a meeting between the authorized Union representative and the Chief Operations Officer or designee within five (5) days.

- (b) For the purpose of handling grievances or disputes at this step of the procedure, authorized Union representatives and the Chief Operations Officer or designee, shall meet at a time and place mutually agreed upon, but in no event later than five (5) days from the date of the request by the Union. A written decision of the grievance or dispute shall be prepared by the Chief Operations Officer or designee within thirty (30) days from the date of the meeting, and two (2) copies shall be mailed to the United Transportation Union. Such decision shall contain:
1. Date
  2. Names of those present
  3. Statements of each grievance or dispute discussed
  4. The Union's position with respect to each grievance or dispute
  5. The Authority's position with respect to each grievance or dispute
  6. The Authority's answer to each grievance or dispute
- (c) Any of the periods within which any of the steps required in Articles 26 and 27 are to be performed, may be extended by mutual consent of the parties.

### **SECTION 13. ARBITRATION**

If a grievance or dispute is not satisfactorily adjusted between the Chief Operations Officer or designee and the United Transportation Union, a request for Arbitration may be made to the Chief Operations Officer and such Arbitration shall be conducted in accordance with the Arbitration procedure set forth in Article 26. The decision shall be final and shall bind the Authority, Union and the Grievant.

### **SECTION 14. TRANSCRIPT**

Either party wishing to make a transcript of any of the procedures outlined above may do so at its own expense and by providing its own transcript stenographer.

### **SECTION 15. TIME LIMITS EXCLUSION**

In computing the time limits as fixed in this Article, Saturdays, Sundays, and Holidays shall be excluded.

### **SECTION 16. ACCIDENT REVIEW BOARD**

The Accident Review Process shall consist of three tiers of review. The first tier shall consist of an accident review board of three (3) persons: The Transportation Manager or his/her assistant, a Transit Operation Supervisor, and one Line Instructor chosen from the list of Line Instructors at their respective Division, selected by the Transportation Manager or his/her assistant. The Line Instructors will rotate and cannot be used again until all Line Instructors in the Division have been exhausted.

The First Tier Accident Review Board must render its decision in writing to the Transportation Manager or his/her assistant upon completion of their investigation. If the Operator and/or his/her Union Representative request to have this case appealed to the second tier of the Accident Review Board, the Union Representative will have ten (10) days to submit in writing an appeal, to the Chairperson of the Second Tier Appeal Board. This case must be heard at the second tier within ten (10) days from the date the case has been set for an appeal.

The Second Tier Appeal Board shall consist of one representative of management (not involved at first tier), one representative of UTU and the Grievance Hearing Officer (as designated by the Chief Operations Officer) as the Chairperson. The Union will present the grievant's position to the Board. Management will present the Authority's position to the Board. The decision regarding the accident will be decided by a vote of the Second Tier Accident Review Board, with the Chairperson only voting in case of a tie. The Second Tier Accident Review Board's decision must be submitted, in writing, within fifteen (15) days from the time the Board meets. Copies will be forwarded to the General Chairman's office of the United Transportation Union, and respective Transportation Manager.

The third tier shall consist of arbitration, if the United Transportation Union representatives are not in agreement with the decision of the Second Tier Accident Review Board, they must submit, in writing, a letter of appeal to the Arbitration Level, as set forth in Article 26, Section 7 within fifteen (15) days. As an alternative to submitting a case to an Arbitrator, the parties may agree to submit the accident case to a mutually selected two member panel of independent Safety Specialists for a final and binding determination, the cost of which to be borne by the Authority.

## **SECTION 17. BRAKE TEST(S)**

Prior to the Authority conducting a brake test on a vehicle which has been involved in an accident, the Transportation Manager or designee at the Division performing such test will notify the respective United Transportation Union (UTU) Local Chairman of the testing time and location.

## ARTICLE 28

### SENIORITY RULES

#### SECTION 1. SENIORITY DATE, RANK, AND RIGHTS

- (a) There shall be one (1) operating seniority roster embracing all employees with their date of hire for the classifications as shown in the Wage Section of this Contract.
- (b) Seniority, within the meaning of this Contract, may be either Authority, department or Division seniority. The Division seniority of the Operators are the same dates as the departmental seniority.
- (c) Rights to preference of assignments which are subject to seniority choice are governed by seniority rank.
- (d) There shall be an Operators' departmental seniority roster established in accordance with the date of commencing service within the department.
- (e) Seniority date of Operators shall appear opposite their name on the said roster, those with the latest seniority dates appearing lowest on the roster. The term "seniority date" as used herein, is understood to mean the date Operators first start service for pay (including student instruction), and when several such Operators have the same seniority date, they shall rank among themselves on the roster in the order (hour and date) that they passed the physical examination required of new employees of the Authority.
- (f) A former employee being re-employed, who has passed a physical examination by the Medical Department within the past sixty (60) days, and it is not deemed necessary for him/her to take another physical examination, shall be given seniority over new employees reporting for duty on the same date.
- (g) There shall be a Division seniority roster in which positions will be established in accordance with the date of commencing service, within the department, for the divisions which are listed as follows:

Division 1	Division 10
Division 2	Division 11
Division 3	Division 15
Division 5	Division 18
Terminal 6	Division 20
Division 7	Division 21
Division 8	Division 22
Division 9	

(h) Schedule Checker's Seniority:

- (1) Seniority of all employees of this classification which are added to this Section will be the date of entering the Schedule Checker's Section. Schedule Checker's seniority for the purpose of bidding vacation periods, and bidding days off shall be the date of his/her entering the Schedule Checking Section. Reduction of force shall be based on company seniority.
- (2) Positions in this Section will be filled by qualified Operators when in the opinion of the Director of Schedules it is felt that they can fulfill the duties of the position. Notice of position will be posted and applications for positions in this Section may be sent on a Miscellaneous Report Form to the Director of the Schedules Department by Operators and will be given consideration.

## **SECTION 2. SENIORITY ROSTERS**

- (a) A Division seniority roster corrected to date of issue will be issued four (4) times a year. The system departmental seniority roster will be issued once a year, just prior to the June Shake-Up.
- (b) The seniority roster will be posted and will be subject to protest for a period of thirty (30) days from the date of posting. Upon presentation of proof of error by an Operator or the Union within such thirty (30) day period, such error will be corrected. If no protest is made by an Operator within the thirty (30) days after date his/her name first appears on the seniority roster, such date will be considered his/her correct seniority date and will not be subject to further protest, except for typographical errors. Otherwise, no change in the seniority roster will thereafter be made, except by agreement between the Authority and the United Transportation Union.

## **SECTION 3. SENIORITY ON ACQUIRED PROPERTIES**

Seniority rights of employees who are transferred to the Authority in an occupation within the Wage Section of the Contract from properties acquired in whole or in part by the Authority shall be governed by appropriate agreement between the Authority and the United Transportation Union.

## **SECTION 4. EXCHANGE SENIORITY**

All employees who have exchanged seniority in the past shall retain the seniority position established as a result of such change.

## **SECTION 5. BLENDING OF SENIORITY**

The last prepared seniority rosters of the former Los Angeles Transit Lines and the former Metropolitan Coach Lines' employees, plus additions and deletions, were used in the blending of seniority in the following manner, recognized as fair and equitable by the transportation industry.

Where more than one (1) employee carried the same seniority date, they were ranked in alphabetical order by position. This did not disturb the relative position of the employees on their respective seniority rosters.

**EXAMPLE:**

**LATL ROSTER**

1. Moe, P.D. 8-26-58
2. Oboe, L. S. 8-26-58
3. Jones, A. A. 8-26-58
4. Smith, A. B. 8-26-58

**MCL ROSTER**

1. Roe, S.F. 8-26-58
2. Brown, R. S. 8-26-58
3. Johnson, A. B. 8-26-58
4. Walker, S. S. 8-26-58
5. Allen, P. E. 8-26-58

**EXAMPLE:**

**BLENDED ROSTER**

1. Moe, P.D. 8-26-58
2. Roe, S. F. 8-26-58
3. Brown, R. S. 8-26-58
4. Oboe, L. S. 8-26-58
5. Johnson, A. B. 8-26-58
6. Jones, A. A. 8-26-58
7. Smith, A. B. 8-26-58
8. Walker, S. S. 8-26-58
9. Allen, P. F. 8-26-58

## **ARTICLE 29**

### **REDUCTION IN FORCES**

#### **SECTION 1. METHOD OF REDUCTION**

When necessary to reduce forces, reduction will be made in the order of least Authority seniority in the classification being reduced. Employees so displaced may exercise his/her seniority to displace a Junior employee in any other classification where he/she holds seniority. Only an employee going to an Operator classification will return to his/her Division or to the Division of his/her choice under the provision of Article 9, Section 9. In either case, he/she will exercise his/her seniority in accordance with Article 9, Section 5, of this Contract.

#### **SECTION 2. JUNIOR EMPLOYEE FURLOUGHED**

Employees unable to exercise their seniority, in accordance with the provisions of Section 1 of this Article and unable to secure employment under Article 9, Section 12(b)(3), will be furloughed.

#### **SECTION 3. RECALLING FURLOUGHED EMPLOYEES**

Furloughed employees will be recalled to service in the order of their seniority. To be eligible for reinstatement, furloughed employees must keep the Authority informed of their current address. The Authority's obligation to offer reinstatement shall be fulfilled by mailing notices by registered mail to the most recent address supplied by the furloughed employees. Furloughed employees must notify the Authority within ten (10) days after such reinstatement offer has been mailed by the Authority and report for work within twenty-one (21) days after the date of the Authority's notification.

#### **SECTION 4. REMOVAL FROM SENIORITY ROSTER**

- (a) An employee failing to respond to the notice as provided in Section 3 of this Article shall be deleted from the seniority list.
- (b) An employee with less than three (3) years' seniority laid off on account of reduction in force, shall have his/her name carried on the seniority roster for a period of twelve (12) months following lay off or furlough.

#### **SECTION 5. NOTIFICATION OF MAJOR REDUCTION IN FORCE**

The Union will be given at least ten (10) days' notice in the event of a major reduction in forces.

#### **SECTION 6. SCHEDULING DEPARTMENT REDUCTION IN FORCE**



A. Method of Reduction or Displacement

When necessary to reduce/displace forces, reduction/displacement will be made in the order of the least seniority on the current roster. An employee so displaced will exercise seniority on his/her previous UTU Roster to displace the Junior employee in the previous roster from which he/she came. If the employee is not able to bump onto a previous UTU Roster, he/she shall next be allowed to bump into another UTU Roster in the department and then into the UTU operating ranks. An employee going to Operator's classification will return to the Division of his/her choice under the provisions of Article 9, Section 9, in the current UTU Operator's Contract as if returning from leave. Seniority will be exercised in accordance with Article 9, Section 5, of the UTU Operator's Contract.

In the event that a reduction in forces will involve two (2) employees with the same roster seniority date, then departmental seniority shall control. If departmental seniority is the same, then Authority seniority shall control.

B. Union Employee Furloughed

Employees unable to exercise their seniority in accordance with the provisions of Section 1 of this Article and unable to secure employment under Article 9, Section 12(b) (3) in the UTU Operator's Contract will be furloughed.

C. Recalling Furloughed Employees

Furloughed employees will be recalled to service in the order of their roster seniority. To be eligible for reinstatement, furloughed employees must keep the Authority informed of their current addresses. The Authority's obligation to offer reinstatement shall be fulfilled by mailing notices by registered mail to the most recent address supplied by the furloughed employees. Furloughed employees must notify the Authority within ten (10) days after such reinstatement offer has been mailed by the Authority and report for work within twenty-one (21) days after the date of the Authority's notification.

D. Removal from Seniority Roster

- (1) An employee failing to respond to the notice as provided in Section 3 of this Article shall be deleted from the seniority roster.
- (2) An employee with less than three (3) years' seniority laid off on account of reduction in force, shall have his/her name carried on the seniority roster for a period of twelve (12) months following lay-off or furlough.

E. Notification of Major Reduction in Force

The Union will be given at least ten (10) days' notice in the event of a major reduction in force.

## **ARTICLE 30**

### **LAYING OFF**

#### **SECTION 1. MAKING REQUEST TO LAYOFF**

Operators desiring to lay off will be required to make lay off requests to the Location Manager prior to 9:00 A.M. on the day preceding desired lay off, except for bona fide illness, or other good cause.

#### **SECTION 2. LAYING OFF**

Operators working regular assignments will be allowed to lay off part of their assignment for bona fide illness and may be allowed to lay off for other reasons acceptable to the supervisory officer having jurisdiction. Operators unable to work due to bona fide illness or other good cause will notify the Location Manager immediately.

#### **SECTION 3. GRANTING REQUEST TO LAY OFF**

Operators making request to lay off will be given as much advance information as possible as to whether or not they can be relieved as requested. The Authority will make every effort to grant time off requested by Operators for legitimate reasons.

#### **SECTION 4. TIME OF REPORTING FOR SERVICE**

Unless time of reporting back for duty is definitely arranged with the Location Manager at time of laying off, Operators who have been laying off and have not reported before 11:00 A.M. for the next day's assignment will be held off his/her assignment or Extra Board position until the Extra Board is again posted. Extra Operators laying off through their own choice will not be required to be available prior to expiration of twelve (12) hours, and twelve (12) hour period starting at the time the Operator would normally have signed on that day, if other qualified Extra Operators, including VCB and OCB Extra Operators, are available for service.

#### **SECTION 5. OPERATORS REPORTING SICK - REPORTING BACK FROM ILLNESS**

- (a) This section applies only to Operators reporting to the Authority an illness, as differentiated between Sections 1 through 4, which pertain to laying off one (1) day or more.
- (b) Operators will give the Authority as much notice as is possible when calling in and reporting sick.

- (c) An Operator reporting himself/herself sick will be permitted to report for work by 11:00 A.M. for the next day's assignment and will not be required to produce a release from a medical doctor unless he/she has been absent from work for three (3) or more work days.
- (d) In the event the Operator is absent from work for three (3) or more work days, he/she must secure a release from a medical doctor. This release must indicate the nature of the illness, and, if treated, an indication of what he/she was treated for. If a medical doctor should give a release for the Operator to return to work but refuses to state the nature of the illness at the time of issuing release, Operator shall not at that time be withheld from service. Said release must be presented to the Transit Operations Supervisor before going to work.
- (e) An employee who is absent fourteen (14) or more occasions in any twelve (12) consecutive month period due to illness will be required to present a medical release to return to work as in (d) above, for each such absence.
- (f) Failure of an Operator to present a release when required will result in his/her being withheld from his/her assignment without penalty to the Authority.
- (g) An Operator who is off on indefinite leave must present a medical release to the Location Manager or designee prior to returning to work. The Operator is responsible for informing the Location Manager or designee, as much in advance as possible, but no later than 11:00 a.m. the day before the Operator is to be released to return to work. An Operator who is off three (3) working days or more on a recurrence of an industrial injury will report to the Location Manager or designee before returning to work. If the Operator is to undergo a further examination and subsequently is found able to return to work, the Operator will incur no financial loss.

## **SECTION 6. SCHEDULING DEPARTMENT REQUESTS FOR TIME OFF**

Employees desiring to take time off without pay will be required to make a request, in writing, to the Service Development Manager, Schedule Manager prior to 9:00 A.M. on the day preceding desired day off, except for bona fide illness or other good cause.

## ARTICLE 31

### LEAVE OF ABSENCE

#### SECTION 1. PERIOD OF LEAVE ALLOWED

- (a) Employees covered by this Contract may be granted leaves of absence limited to ninety (90) days in any one (1) year period without loss of seniority. Special consideration will be given to employees in instances involving death in family, illness in family or major confirmed personal problems and extended leaves may be granted through agreement of the Authority and the Local or General Chairman of the United Transportation Union. This limitation rule shall not apply to employees absent on account of sickness or injury. Employees who are absent on account of sickness or injury shall automatically be granted leaves of absence and such leaves of absence shall remain in effect until such employees resign or have been finally determined to have been terminated in accordance with the provisions of Paragraph (b) below. Employees on leave of absence shall be considered as employees of the Authority.
- (b) No employee covered by this contract shall lose his/her seniority due to leave of absence because of illness or injury unless said leave is in excess of twelve (12) months within the preceding sixteen (16) month period.

Compensable Workers' Compensation cases will automatically be placed on "Special Leave" and extended beyond one (1) year for valid medical reasons. In other cases, the Authority or the Union may, within thirty (30) days prior to the expiration of the one (1) year leave, request further extension in meritorious cases where recovery appears probable and where such recommendation is made by the Medical Director of the Authority or by recommendation of a licensed physician obtained by the employee and where agreement is reached by the two doctors recommending the extension of the leave. If there is disagreement as to the propriety of the extension, the parties may appoint a third physician to adjudicate the disagreement with the majority decision prevailing. Such costs incidental to obtaining and arriving at a decision from the third physician will be shared equally by the Authority and the Union.

- (c) Any employee who accepts regular, outside, gainful employment while on leave of absence, except as herein specified, terminates his/her employment with the Authority except that employees who are on leave of absence on account of sickness or injury shall not be terminated unless at the time they perform such outside employment they are physically able to perform their duties as an Operator, Schedule Checker or Schedule Maker on a regular, full-time basis, and providing such position is available to the employee. The employee will notify the Authority and the Union of such employment.

Employees receiving unprovoked attack pay under the provisions of Article 39, Section 2 will not be permitted to accept outside employment.

Employees who have been granted a leave of absence because of physical restrictions, or license restrictions as covered by Subsections (a) and (b) of this Section, and who are receiving benefits under any State Law which requires them to accept gainful employment to be eligible for these benefits, will not have their services terminated provided they immediately inform the Authority and the Union of such employment and its duration.

The following employee benefits will be affected as indicated during the period the employee is engaged in the above referred to outside employment:

(1) Participation in the Health and Welfare Program as covered by Article 46 of this Contract will be suspended for full months of outside employment. In the event the employee is employed less than a full month, his/her participation will be suspended during the period of said employment. It is further understood that these employees will be precluded from treatment for any disability arising on or off the job that occurred during the period of outside employment.

(2) No Group Insurance principal payment will be made to an employee's beneficiary during the period of outside employment because of the death of the employee unless the death was caused by the condition for which the employee was granted the leave of absence. It is understood the employee will continue his/her contributions, if any, as shown in Article 45.

Employees will be entitled to unrestricted Group Life Insurance coverage providing the employee pays the premium.

(3) Employees covered by this Section will continue to be covered by the Pension Plan, as indicated in Article 48 of this Contract, by payment of their own pension contribution, if any. This coverage will be limited to the conditions as set forth in the Pension Plan.

(d) A leave of absence which runs concurrent with other leave provisions up to one (1) year shall be granted upon application of a pregnant employee, without seniority being affected.

(e) Application for leave of absence may be made by the employee or his/her Union representative.

## **SECTION 2. LEAVE OF COMMITTEEMEN**

Committeemen of the United Transportation Union representing employees of the Authority shall be granted leaves of absence as requested.

### **SECTION 3. LEAVE FOR OFFICIAL POSITIONS, PUBLIC OFFICE, AND COMMITTEE POSITIONS**

- (a) Employees holding elective or appointive public office or exclusively employed in representing the employees of the Authority, or exclusively employed in the service of the United Transportation Union, will be granted necessary leave of absence, will retain their seniority rights, and shall be allowed to return to operating and exercising their seniority under the provisions of Article 9. Employees will be granted necessary leaves of absence for positions in the Authority's service and may be allowed to return to operating and exercising their seniority under the provisions of Article 9. Exceptions to the provisions of this Section may be agreed upon between the Authority and the General Chairman.

Any employee who accepts a management position outside the jurisdiction of the bargaining unit and is no longer covered by this agreement may, within 365 days of such promotion, return to the bargaining unit without loss of seniority provided such returning member has continued his/her membership in good standing in the Union. In addition, any employee who transfers out of the bargaining unit into another bargaining unit will have his/her seniority terminated with the United Transportation Union bargaining unit after six months.

- (b) Certain employees within the scope of this Contract enjoy seniority rights in other classes of the Authority's service not covered by this Contract. In order to protect the said seniority of these employees, it is provided in certain working agreements that these employees accept work offered them. In these instances, if such work leaves them unavailable for service the next day, the earnings they would have made will be protected to them.

### **SECTION 4. MILITARY SERVICE - NATIONAL GUARD, U.S. ARMED FORCES RESERVE TRAINING**

- (a) An employee subject to the terms of this Contract, who is called into or enlists in the armed forces of the United States or its allies shall be given leaves of absence in accordance with applicable laws affecting military leave.
- (b) Employees covered by this Contract shall be granted necessary time off for military training as provided for under Section 395 of the Military and Veterans' Code, as applicable to this Authority.
- (c) Employees referred to in Section 4(b) of this Article will be compensated for time off with a maximum of thirty (30) calendar days at eight (8) hours per work day at their regular hourly rate of pay, for time involved in active duty training in accordance with Sections 395.01, 395.02, and 395.05 of the Military and Veterans Code as may be applicable. Payment will not be made for inactive duty training time.

- (d) An employee, if he/she desires, upon giving five (5) days' written notice of his/her intention, shall be privileged, during vacation periods to return temporarily to the Authority's service while on leave of absence, and during such temporary returns to service shall be privileged to exercise his/her seniority in accordance with the provisions of this Contract.

## **SECTION 5. FAMILY CARE AND MEDICAL LEAVE**

To the extent required by State and Federal laws, employees are entitled to Family Care and Medical Leave. Unless prohibited by applicable State or Federal laws, Family Care and Medical Leave will run concurrently with any other leave to which the employee is qualified.



## **ARTICLE 32**

### **APPROVAL OF APPLICATION**

#### **SECTION 1. APPROVAL OF APPLICATION DURING PROBATIONARY PERIOD**

Applications for employment as Operators will be approved or rejected within one hundred-fifty (150) days from date of hire. When applicant is not notified to the contrary, within the time specified herein, it will be understood that the application is approved.

#### **SECTION 2. FALSIFICATION DISCOVERED AFTER PROBATIONARY PERIOD**

The provisions of Section 1 shall not operate to prevent the removal from service of such applicant, if subsequent to expiration of one hundred-fifty (150) days, it is found that information given by him/her in his/her application is false and that the falsification is of substantial current significance or, if it had been known at the time of employment, employment would not have been offered. An applicant whose application for employment had been disapproved on account of falsification subsequent to one hundred-fifty (150) days from date of hire shall have the same right of investigation, pursuant to the application of this rule, and right of appeal as provided in Articles 26 and 27 if written request is made to his/her supervising officer within five (5) days after notification of disapproval.

#### **SECTION 3. SCHEDULING DEPARTMENT PROBATIONARY PERIOD**

##### **A. Length**

Employees covered by this Agreement shall have a probationary period. The probationary period for Schedule Maker II's and Schedule Maker I's shall be for six (6) months of actual service which may be extended with the concurrence of the Union and the Authority. If the Authority seeks an extension of an employee's probationary period, the Authority shall schedule a meeting, two weeks before the expiration of the probationary period, with the employee, supervisor and Local Chairman to review work performance deficiencies to be addressed by the employee during the extended probationary period.

##### **B. Falsification of Records**

Evidence of falsification of application for employment shall subject the employee to removal from service, if such evidence is discovered within twelve (12) months of date of employment. After twelve (12) months of service the falsification must be of substantial current significance, in order to subject the employee to discipline or discharge.

## **ARTICLE 33**

### **EFFICIENCY TESTS**

In making efficiency tests, the officials making such tests will change indicators, uncover headlights or turn markers instead of asking Operators to do so.

## **ARTICLE 34**

### **RE-EXAMINATIONS**

Operators will be given an opportunity to attend re-examinations in rules and regulations and physical examinations without loss of time. Time involved will not be paid for by the Authority unless examinations are given at times which make it impossible for an individual to take examinations on day off or off hours. It is understood that Operators will utilize days off or off duty time for the purpose of taking re-examinations and in the event of failure to do so they may be required to take re-examinations as scheduled by the Authority without penalty to the Authority.

Operators required to take physical re-examinations on off days or off hours will be paid \$10.00 in lieu of any other compensation. In the event an Operator is detained at the place of physical re-examination in excess of one and one-half (1-½) hours from his/her scheduled appointment time, he/she will be paid for all time held beyond the one and one-half (1-½) hours. The said payment will be at the straight time hourly rate of his/her position with no minimum allowance applying and is in addition to the \$10.00 provided above.

It is understood that pre-employment physical examinations and physical re-examinations will be performed by acceptable professional personnel designated by the Authority.

## **ARTICLE 35**

### **SERVICE LETTER**

When an employee covered by this Contract leaves the service of the Authority, he/she will be given a service letter, if he/she so requests, within five (5) days of the date of the request, stating his/her term of service and capacity in which employed.

## **ARTICLE 36**

### **CHECKING EARNINGS**

The Authority will permit Local Chairmen and/or the General Chairman to check the time records and earnings of the employees covered by this Contract, during regular business hours.

All paychecks issued to employees will itemize all straight time hours worked and overtime, if any, during the pay period.

## **ARTICLE 37**

### **UNIFORMS**

#### **SECTION 1. UNIFORMS FOR OPERATORS**

- (a) Bus and Train Operators will be required to provide and properly maintain prescribed uniforms while on duty, in conformity with the Rules & Regulations of the Transit Operations Department. The prescribed uniforms shall consist of a cap, shirt, tie, jacket, trousers and shoes or Wellington type boots. A sweater and other garments and accessories authorized by the Joint Uniform Committee may be worn by employees covered by this Article. The style and color of the uniforms for Operators has been agreed upon by the Authority and the Union and specification will not be changed without agreement between the parties.
- (b) The Authority shall provide a uniform allowance in the amount of \$350 to each Operator on the Operator's Anniversary Date. Purchases of the prescribed uniform shall be made at authorized uniform supplier(s) designated by the Joint Uniform Committee. All full-time, part-time, and new-hire operators, upon satisfactory completion of their probationary period, may use payroll deduction for uniform purchases exceeding the uniform allowance in an anniversary year.
- (c) When a Part-Time Operator is converted to full-time status, the appointment date to Full-Time will become the seniority date. A uniform allowance will be awarded after three (3) months as a Full-Time Operator pro-rated at the rate of one-twelfth (1/12) of the yearly uniform allowance for every month since the Operator received his/her uniform allowance as a Part-Time Operator. The Operator will be eligible for the full uniform allowance, as set forth in Section 1 (b) above, on his/her full-time Anniversary Date and every Anniversary Date thereafter.

Uniform allowances shall not be issued to operators who have performed no service for the Authority, as covered by this Contract, since his/her previous Anniversary Date.

Further, no uniform allowance shall be issued to an Operator who leaves the service of the Authority prior to his/her next Anniversary Date.

#### **SECTION 2. USE OF SPORTS SHIRTS**

Operators may wear regulation long or short sleeve shirts which have been agreed upon by the Union and the Authority. Neckties must be worn with long sleeve shirts but are optional with short sleeve shirts. A blouse type short sleeved shirt will also be permitted. Authorized polo-type shirts may be worn on casual Fridays only.

#### **SECTION 3. WEARING OF AUTHORITY BADGE**

Badge numbers will be embroidered on uniforms by the uniform supplier and operators must wear their badge numbers as provided at all times when on duty.

#### **SECTION 4. UNIFORM REQUIREMENTS DURING PROBATIONARY PERIOD**

New Operators during their one hundred fifty (150) day probationary period will be required to provide themselves a uniform shirt and tie, and will be allowed to wear dark trousers, which may or may not be regulation. Operators after passing their one hundred fifty (150) day probationary period will be required to provide themselves with regulation uniforms as set forth in Section 1 above.

#### **SECTION 5. WEARING OF UNIFORM EMBLEMS**

Operators will be allowed to wear United Transportation Union emblems. The type and placement of such emblems will be designated by the uniform committee with the understanding that only one emblem will be worn at any one time.

#### **SECTION 6. JOINT UNIFORM COMMITTEE**

There shall be a uniform committee consisting of at least two (2) representatives from the Union and at least two (2) representatives from the Authority to handle and resolve problems relating to the Operator's uniforms. If a dispute arises that cannot be resolved, such dispute shall be directed to the General Chairman and the Chief Operations Officer for further handling.

## **ARTICLE 38**

### **OPERATORS' QUARTERS - BULLETIN BOARDS**

#### **SECTION 1. OPERATORS' QUARTERS**

- (a) The Authority shall provide and maintain clean and sanitary Operators' quarters for employees at each Division, terminal Division and auxiliary Division of the Authority where Operators are required to sign on and sign off.
- (b) All Operators' quarters shall be provided with a sufficient number of tables, chairs and/or benches in order that Operators using those quarters will be comfortable in the performance of their so-called sedentary duties. New benches will have backs.
- (c) The Authority shall, at each Division where Operators sign on and sign off, provide a sufficient number of lockers in order that each Operator may have his/her own individual locker which he/she may keep padlocked for the protection of his/her own personal belongings. Operators under this rule shall provide their own padlocks, and the Authority will not be responsible for personal belongings stored in the locker, other than the normal protection provided by the Authority at Division points. At divisions where the small type lockers are provided, a provision will be made for the storing of coats, clothing and seat cushions.

#### **SECTION 2. RECREATIONAL ACTIVITIES**

Operators in the Authority's divisions will be allowed to enjoy such recreational activities as they desire which are not in conflict with the Authority's policies.

#### **SECTION 3. BULLETIN BOARDS - MATERIAL**

- (a) The Authority will furnish bulletin boards at the various divisions for the use of the United Transportation Union. At any location where there are two (2) divisions, and they are under the jurisdiction of different Locals of the Union, the Authority will provide separate bulletin boards for each Local. The Union may furnish their own locks when desired.
- (b) The Union will not post on bulletin boards any material derogatory to the Authority.

#### **SECTION 4. REGULATION CLOCKS**

The Authority shall place regulation clocks in each Division location that has the facility for one. The clocks at the major divisions will be checked each A.M. to determine the correctness of the time.



## **SECTION 5. OUTSIDE RESTROOM FACILITIES**

Restroom facilities shall be provided on all bus lines wherever practicable.

## **SECTION 6. SCHEDULING DEPARTMENT BULLETIN BOARDS**

- (a) The Authority shall furnish a bulletin board in the Scheduling Department for the use of the United Transportation Union. The Union may furnish their own locks when desired.
- (b) The Union shall not post on bulletin boards any material derogatory to the Authority.

## ARTICLE 39

### EMPLOYEE'S SAFETY

#### SECTION 1. REIMBURSEMENT IN EVENT OF ROBBERY OR UNPROVOKED ATTACK

The Authority agrees to reimburse or replace to its Operators the following items to the extent shown where such items were lost as a result of a robbery or unprovoked attack of the Operator while he/she was on duty. It is understood that it shall be the duty of the Operator to use caution and diligence in the protection of his/her and the Authority's property.

- (a) Replace and/or repair broken glasses, repair or replace uniforms damaged or taken from the Operator during the course of a robbery or unprovoked attack.
- (b) Replace ticket punch.
- (c) Replace or reimburse Operator not to exceed one hundred fifty (\$150) dollars as the value of a standard watch as required by the Authority.
- (d) Reimburse up to ten dollars (\$10.00) of personal funds or miscellaneous items carried by the Operator, provided the Operator had this amount or miscellaneous items in his/her possession at the time of the robbery or unprovoked attack.

#### SECTION 2. PAYMENT FOR TIME LOST

- (a) It is further agreed that if the Operator is physically injured as a result of such robbery, or as a result of an unprovoked attack by another person, such injury resulting in a loss of time, he/she shall be paid 100% of the time lost during the first seven (7) days of disability and 80% of the time lost thereafter. If Workers' Compensation Benefits are provided during this period, the basis of payment will be as shown above less the Workers' Compensation Benefits.

Operators sustaining injury shall be paid for all time lost as the result of an unprovoked attack when medical verification is provided. Payment will be limited to a maximum of one (1) year after the date of any one incident.

- (b) An Operator required to wear prescription glasses as a condition to his/her license to drive, whose prescription glasses are lost or damaged as a result of robbery or unprovoked attack, will be compensated up to a maximum of three (3) days' pay for time lost until the glasses are repaired or replaced.

- (c) In the event an Operator loses time due to the loss of his/her regulation watch in a robbery or unprovoked attack, he/she will be compensated for the remainder of his/her assignment that day.

### **SECTION 3. INVESTIGATION OF ROBBERY**

- (a) If an Operator requests, a Union representative may attend any type of investigation of a robbery held by any Authority representative, except initial investigations into robberies involving said Operator, and the Operator shall be given not to exceed twenty-four (24) hours (Saturday, Sunday and Holidays excluded), to request such representation before such Authority investigation takes place.
- (b) If for any reason a Authority representative interviews an Operator concerning a robbery, the Operator will be paid for any time lost as a result of such interview.
- (c) If an Operator is requested to attend a police "show-up" or to attend an investigation concerning a robbery, he/she will be paid under the provisions of Article 40 of this Contract.

### **SECTION 4. REPORTING OF ROBBERY**

The above allowance will be made if Operator reports the robbery in accordance with the outstanding instructions and provided there is sufficient evidence that the loss as herein-above outlined was occasioned by a robbery while the Operator was on duty.

### **SECTION 5. ASSAULT AND ROBBERY LIFE INSURANCE**

The Authority agrees to provide a life insurance policy for each employee covered by this Contract in the amount of fifty thousand (\$50,000) dollars at no cost to the employee to be payable to the designated beneficiary upon the death of any employee when the death is caused during an assault and/or robbery against the employee while on duty, or death as a result of an injury or illness received during an assault and/or robbery against the employee while on duty.

### **SECTION 6. SCHEDULE CHECKER'S AND SCHEDULE MAKER'S SAFETY**

#### **ASSAULT AND ROBBERY INSURANCE**

The Authority agrees to provide a life insurance policy for each employee covered by this Contract in the amount of fifty thousand dollars (\$50,000) at no cost to the employee to be payable to the designated beneficiary upon the death of any employee when the death is caused during an assault and/or robbery against the employee while on duty, or death as a result of an injury or illness received during an assault and/or robbery against the employee while on duty.

## **SECTION 7. REPORTING AN UNPROVOKED ATTACK**

An incident involving an assault or an unprovoked attack must be reported by the employee as soon as reasonably possible. Such incidents reported by supervisory staff or police or fire personnel will satisfy this requirement. Any claim submitted after that time will not be honored nor valid.

## ARTICLE 40

### COURT APPEARANCE AND JURY DUTY

#### SECTION 1. COMPENSATION FOR APPEARANCE

The Authority agrees to compensate any employee at the rate of pay prescribed by the terms of this Contract, less any other compensation received as a result of such appearance for all time spent in conjunction with any legal matters involving the Authority, directly or indirectly, or for time spent under subpoena by the Authority, in any criminal proceedings wherein his/her presence is required due to his/her witnessing occurrences while on duty. Pay will include travel from Home Division, to point of appearance, and return. Compensation will be as follows:

(a) On Regular Work Day

Operators will not be paid less than they would have received had they worked their scheduled or assigned work time.

(b) On Off Day

Operators will receive pay at one and one-half (1-½) times their straight time hours for time required, with a minimum of twelve (12) hours at straight time rate.

(c) Vacation

(1) Extra Operators will be paid their straight time rate of pay, with a minimum of eight (8) hours for appearance on what would be a regular work day, and one and one-half (1½) times their straight time hours, with a minimum of twelve (12) hours for appearance on their off day.

(2) Regular Operators shall be paid at their straight time rate of pay, with the earnings of their assignment preserved to them, for appearance on a regular work day, and one and one-half (1½) times their straight time hours, with a minimum of twelve (12) hours for appearance on their off day.

(3) Payments outlined in (1) and (2) above will be made in addition to vacation payments due Operators under the provisions of the Contract.

This Section covers any matters through which an Operator is required to spend time by request or subpoena by the Authority or by subpoena of any law enforcement agency or the Department of Motor Vehicles covering accidents or incidents which happen within fifty (50) feet of an Authority vehicle, even though an Authority vehicle is not involved. An Operator will notify management as soon as possible upon being served a subpoena.

## **SECTION 2. INSTRUCTIONS TO REPORT**

It is understood that the Operator will be instructed to report to court or the attorney's office only by the Authority personnel and not by representatives of the insurance company or attorney's office.

## **SECTION 3. JURY DUTY NOTICE**

Any employee receiving notice to report for examination as a prospective juror or notice of a call to jury duty shall show such notice when required to appear before the Jury Commissioner. If, after showing said notice to the Transportation Manager or designee, personal appearance of employee is required, the employee shall be allowed reasonable time for such appearance. If loss of time from work is necessary for such appearance, the employee will receive a maximum of two (2) hours' pay time at the straight time rate of pay. Employees serving jury duty may elect to make up any lost wages by being paid such lost hours from their accrued sick leave or vacation at the employee's option.

## **SECTION 4. PAYMENT FOR TIME LOST ON TRAFFIC CITATION**

The Authority agrees to compensate any Operator for time lost while in court defending himself against a traffic citation received, because of being involved in an unavoidable accident, while on duty for the Authority. This payment will be made providing the Operator is found not guilty by the court.

It is understood that the decision as to avoidability of the accident is subject to appeal under the provisions of Article 27 of this Contract.

## **SECTION 5. LEGAL ASSISTANCE**

### **(a) Crime Charged Involving Vehicle**

In the event an employee is charged with any crime, other than a traffic infraction, arising directly out of an accident involving an Authority bus and another vehicle, property, or person during the course of his/her employment, the Authority agrees to reimburse the employee for reasonable and customary legal fees incurred in such defense, as determined in (c) of this Section. Legal counsel employed by the Authority shall make the final determination as to whether sufficient cause exists to justify an appeal of the proceedings at Authority's expense from the trial court.

### **(b) Crime Charged Involving Passenger**

In the event an employee is charged with any crime allegedly perpetrated against a legitimate passenger while the employee is operating an Authority bus in scheduled passenger service without deviation from his/her assigned route, the

Authority shall reimburse the employee for reasonable and customary legal fees incurred in such defense, as determined in (c) of this Section.

- (c) The Authority shall pay or not pay attorney fees, pursuant to this Section, in the following situations as listed below:
- (1) Guilty verdict - either court or jury trial: Authority shall not pay fees.
  - (2) Not guilty verdict - either court or jury trial: Authority shall pay fees.
  - (3) If a misdemeanor is charged and the Operator pleads guilty or nolo contendere to a lesser offense and if that lesser offense is directly related to the original offense, the Authority shall not pay the fees. If the Operator pleads guilty or nolo contendere to an offense that is not directly related to the original offense, the Authority shall pay the fees.
  - (4) If a felony is charged and the Operator pleads guilty or nolo contendere to a lesser offense, and if that lesser offense is still a felony, the Authority shall not pay the fees. If the Operator pleads guilty or nolo contendere to a misdemeanor that is not directly related to the original felony charge, the Authority shall pay the fees.
  - (5) If the employee is found guilty of or pleads guilty or nolo contendere to a charge involving driving under the influence of alcohol or non-prescribed drugs, the Authority shall not pay the fees.
  - (6) Dismissal without prejudice: Authority shall pay fees; however, if the case is refiled and the Operator is later found guilty of the refiled charge, fees paid by the Authority shall be refunded to the Authority.
  - (7) Dismissal with prejudice: Authority shall pay fees.
  - (8) Mistrial: if it results in a new trial, payment of fees by the Authority will depend on outcome of new trial.
  - (9) Operator arrested and placed in custody, retains attorney who persuades District Attorney to drop charges and reject the filing; Authority shall pay fees. However, if charge is later refiled, payment will depend on outcome of new charges, per this Agreement.
  - (10) City Attorney Hearing: if it results in dismissal, Authority shall pay fees, otherwise payment to depend on outcome - per this Agreement.
  - (11) Civil Compromise pursuant to P.C. 1377-78: Authority shall not pay fees.

## **ARTICLE 41**

### **LICENSES PAID FOR**

Operators of motor coaches or other revenue equipment must have any type of license required in order to operate the Authority's equipment. The Authority will reimburse Operators for the renewal of State licenses and any other licenses or certification required after the first year of employment. To receive reimbursement, the Operator must present a receipt denoting payment of fee and must show the Division Manager or designee his/her permanent license when received.

Bus Operators are responsible for maintaining current drivers' license, Verification of Transit Training (VTT) and medical certification. All divisions shall post a "90 day look ahead" report, updated weekly, which indicates Operators whose drivers' license, VTT or medical certification is within 90 days of expiration. Operators are required to maintain current drivers' license and medical cards. For the purpose of obtaining the required yearly 8 hour training for VTT certification, Operators shall sign-up for a scheduled VTT class at the location of their choosing prior to the expiration of the VTT certificate. Operators shall attend VTT training on their scheduled day off and will be paid for the training at the straight time rate of pay.



## **ARTICLE 42**

### **TRANSPORTATION PRIVILEGES**

Full-Time and Part-Time employees will be given transportation privileges at time of employment, and transportation privileges will be extended to employee's spouse after completion of employee's probationary period. Employee's dependent children will be given school transportation privileges after completion of employee's probationary period. Retired employees, in the application of this rule, are considered employees. An administrative fee of fifteen dollars (\$15.00) will be levied for replacement of lost or stolen bus passes and only one pass will be replaced per person, per year. It is understood that there will be only one replacement pass per employee or dependent. Retirees shall pay three dollars (\$3.00) for replacement of lost or stolen bus pass.

Employees eligible for retirement but electing to take cash severance benefits in lieu of retirement benefits under the Retirement Income Plan will, effective with those employees taking severance as of May 29, 1969, be considered in the same category as employees in the application of this transportation privilege rule.

Transportation privileges will be continued to the spouse and dependent children of a deceased employee for the balance of the calendar year of death. If the employee had ten (10) or more years of continuous service with the Authority, transportation privileges will be retained during the spouse's life or until the spouse remarries.

## **ARTICLE 43**

### **VACATIONS**

#### **SECTION 1. LENGTH**

Each Full-Time employee who has a continuous service record of one (1) year or more shall be entitled to an annual vacation with pay under and subject to the following conditions:

- (a) Vacations will be allowed at straight time rate of pay as follows:

Two (2) weeks' vacation after one (1) year continuous service.

Three (3) weeks' vacation after five (5) years' continuous service.

Four (4) weeks' vacation after ten (10) years' continuous service.

Five (5) weeks' vacation after seventeen (17) years' continuous service.

Six (6) weeks' vacation after twenty-six (26) years' continuous service.

- (b) It is understood that the years of continuous service refers to full-time employment and excludes employees receiving any credit for years of service or for compensated service where such service performed constituted work performed as Collectors and as part-time employees in any department of the Authority. Vacations or allowances thereof under two (2) or more agreements with the Authority shall not be combined to create a vacation of more than the maximum number of days provided for in any such agreements.

#### **SECTION 2. PAYMENT**

- (a) Payment for vacation will be on the basis of forty (40) hours per week times the number of weeks for which employee has qualified for vacation.
- (b) The rate for payment of the vacation allowance referred to in (a) above, will be the hourly rate for his/her classification as shown in Article 1 of this Contract, unless the employee is receiving vacation pay in lieu of vacation while off work due to illness, injury or leave of absence. In the latter event, the rate of pay will be the hourly rate in effect for his/her classification of service at the time payment is made.

#### **SECTION 3. VACATION PERIOD**

Vacations to be taken between June 1, and May 31, except when sick leave due to illness or injury, as provided in Article 31, an employee who will not be able to return to work before the end of the vacation year, may, if he/she so desires, not draw his/her vacation pay by the end of the vacation period. In this event he/she may request

payment at any time after June 1st of the following vacation year, while still on sick leave, or wait until his/her return to work at which time it will be paid.

#### **SECTION 4. CONTINUITY OF SERVICE ON REINSTATEMENT**

- (a) When employees are re-employed by the Authority within one (1) year after involuntary layoff or are reinstated within ninety (90) days from the date of their honorable discharge after service in the military forces of the United States, for the purposes of determining their eligibility for the vacation allowances herein provided, they shall be credited for that period of continuous active service they had with the Authority and accumulated by them since their most recent hiring immediately before such involuntary layoff or immediately before entering such military service. Nothing herein contained shall be construed to mean that time spent during such layoff shall be credited to continuous service vacation eligibility requirements.
- (b) When an employee is discharged from service and thereafter restored to service during the same vacation year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualifications for vacation during the following year. In the application of this Paragraph, it is understood that in instances where an employee is discharged and paid his/her vacation allowance that such payment will be deducted from any subsequent vacation payment due during the vacation year.

#### **SECTION 5. VACATIONS NOT CUMULATIVE**

Vacation periods shall not be cumulative.

#### **SECTION 6. METHODS OF SELECTION**

- (a) It is understood and agreed that employees will be given preference to vacation periods in seniority order. Vacations will be bid by Divisions. Vacation will be bid at the time assignments are bid for the June Shake-Up. Operators will select their assignments first then their vacation dates. Operators not prepared to select vacation dates at that time will be passed, and will bid from those vacation spots available at the time bid is received. It is understood that Auxiliary Divisions and/or Terminal Divisions will bid their vacations independently from the Home Divisions. Questions involved in the selection of vacation periods will be settled by agreement between the Authority and Local Chairman.
- (b) If an Operator is entitled to an additional week's vacation as a result of his/her Anniversary Date, and there are no open vacation periods to bid, he/she shall be assigned the week commencing on the Sunday following his/her anniversary date. In the event there is more than one (1) Operator involved with the same

anniversary date, additional consecutive weeks will be made available on seniority basis.

## **SECTION 7. WORK REQUIREMENT**

Any employee who, by reason of illness, injury, or leave of absence, is absent for ninety (90) days or less during the year's service, will be entitled to a full vacation. An employee absent from his/her duties for more than ninety (90) days during the year will be entitled to one-twelfth (1/12) of his/her normal vacation for each month or major fraction thereof which he/she worked. Employees absent because of Unprovoked Attack or on an approved leave of absence to serve as an officer of one of the UTU local committees (limited to 15 persons) will not be subject to this later provision.

## **SECTION 8. PRORATING FIRST YEAR OF EMPLOYMENT**

To provide for the taking of vacations on the basis of equality of all employees during the year and to effectuate the provisions of Sections 1 and 2 of this Article, a new employee, after one (1) year of service, will be entitled to one-twelfth (1/12) of his/her normal vacation for each month or major fraction thereof of service between the date of his/her employment and the beginning of the vacation year, which will be bid after the first anniversary date of his/her employment. A new employee who has earned less than one-half (½) of his/her normal vacation as of the starting date of the vacation year will be paid in cash for his/her vacation credit. Such vacation allowance will be taken or paid for after the completion of one (1) year of service. Annual vacations will thereafter be granted as of the vacation year.

## **SECTION 9. PAY AT SEVERANCE**

An employee whose employment is severed shall be paid his/her accumulated vacation allowance, prorated on the basis of one-twelfth (1/12) of his/her normal vacation, for each month or major fraction thereof for which he/she has vacation due him/her.

## **SECTION 10. VACATIONS WORKED BY AGREEMENT ONLY**

If the Authority has need of their services, Operators may work during their vacations in full week increments. Selection of Operators to work from among those available will be by seniority. Operators may work only up to fifty (50) percent to the next full week, of their vacation unless more Operators are needed to cover the service needs. Operators working during their vacation will receive vacation pay in addition to regular earnings during that period.

## **SECTION 11. PAID DUE TO ILLNESS**

- (a) Any employee who is off duty because of sickness for a period of thirty (30) days or more and whose scheduled vacation falls during the time of his/her absence

may either take his/her vacation pay as scheduled in lieu of vacation or may reschedule his/her vacation for a mutually agreeable time. However, if during the time of sickness he/she draws disability benefits, he/she will not be eligible for vacation pay in lieu of his/her vacation.

- (b) Any employee who is off duty because of sickness for a period of thirty (30) days or more and whose scheduled vacation falls within thirty (30) days after his/her return to work, will be permitted, if he/she so desires, to work his/her scheduled vacation period. An employee so working shall receive pay for time worked as well as the appropriate vacation allowances.

## **SECTION 12. SPLITTING VACATION**

Vacation periods may be split in weekly increments at the time of initial bids. If the entire vacation is not bid initially, the employee must wait until all others have made an initial bid, and then may, in seniority order, select the remainder. He/she will then be allowed to split as many times as he/she desires provided there are sufficient vacation periods open.

Employees who have one or more years of service may reserve forty (40) hours of accrued vacation for the purpose of carrying it forward into the next vacation year.

Employees who have one or more years of service may reserve forty (40) hours of accrued vacation for the purpose of splitting the vacation into single day increments. Employees who elect to reserve forty (40) hours to use in single day increments, must declare their intention to do so during the month of April before the vacation bid. Selection of single day vacation increments will be on a first come first served basis. Choices for single day vacations will start being accepted on a date and time agreed to by the Division Manager and the Local UTU Chairman. Single vacation days will be limited to one employee per day per division during the year, except by mutual agreement of the parties. There shall be no bids on legal holidays. Once selected, there will be no changes, cancellations or rebidding days. If an employee changes divisions they will lose the days they chose and must choose from available days in the new division. Single day vacations will not exceed two consecutive days and will be limited to five (5) days per employee per vacation year. If employees do not request vacation days for all of these reserved forty (40) hours or the Authority has not been able to grant any or all of their requests, any remaining hours will be paid off at the end of the vacation year.

## **SECTION 13. TIME OF PAYMENT**

Vacations will be paid for on regularly scheduled pay days as if the employee had continued working. However, if an employee notifies his/her Transportation Manager, in writing on the prescribed form, at least two (2) weeks prior to his/her scheduled vacation that he/she desires payment prior to going on vacation, he/she shall be paid his/her vacation pay on the Friday prior to the start of his/her vacation. The employee shall be

paid at that time for the number of weeks of vacation that he/she is taking during that period.

#### **SECTION 14. HOLIDAY DURING VACATION**

In the event a holiday, as indicated in Article 44 should occur, while an employee is on vacation, the employee will receive an additional eight (8) hours' pay at the straight time rate.

#### **SECTION 15. BIDDING OF OPEN VACATION PERIODS**

Vacation periods that become open during the vacation year will be advertised for weekly bid upon agreement between the Transportation Manager and the Local Chairman.

#### **SECTION 16. REPORTING BACK FROM VACATION**

- (a) Regular Operators returning from vacation will be required to report for duty on their first scheduled work day following their vacation or will be charged with a missout. If an Operator's assignment has been changed while he/she has been on vacation, and he/she has not been advised of the change, he/she will be assigned in accordance with the provisions of Article 9, Section 5(b).
- (b) The first scheduled work day of an Extra Operator will be the first Sunday following the end of his/her vacation, unless prior arrangements have been made with the Transportation Manager. It will be the responsibility of an Extra Board Operator to check with the Division after 3:00 P.M. the last Saturday of his/her vacation to ascertain if he/she is marked up to work Sunday.

#### **SECTION 17. SCHEDULING DEPARTMENT VACATIONS**

- (a) All vacations shall be subject to approval of the Service Development Manger or Service Sector Manager.
- (b) All Schedule Maker I and II will bid for vacations by Schedule Maker seniority. For purposes of bidding vacations, Schedule Maker I and II will be combined on a separate roster. If two or more employees have the same roster seniority then the department seniority shall prevail. If the department seniority is the same, then the Authority seniority will prevail.
- (c) Vacation periods shall not be cumulative.
- (d) Schedule Makers may bid vacations one day at a time.

**ARTICLE 44**

**HOLIDAYS**

**SECTION 1. HOLIDAYS LISTED**

(a) The following days shall be considered as legal holidays:

- |                  |   |
|------------------|---|
| New Year's Day   | Veteran's Day                                       |
| Memorial Day     | Thanksgiving Day                                    |
| Independence Day | Christmas Day                                       |
| Labor Day        | Martin Luther King Day<br>(Third Monday in January) |

- (b) In the event one (1) of the legal holidays falls on a Sunday and the following day (Monday) is officially declared a legal holiday, then that day only will be considered a holiday within the meaning of the Article.
- (c) In addition to the above, the employee's birthday, the employee's anniversary date and two "Bonus Holidays" (personal preference day) will be recognized as holidays as shown in Section 4 below.

**SECTION 2. PAYMENT WHEN OFF ON HOLIDAY**

- (a) Employees who do not work on a legal holiday, his/her Birthday, or his/her Anniversary Date as shown in Section 1 above, will be paid eight (8) hours at the straight time rate of pay for each of these holidays, provided all such employees complete his/her work assignment on his/her last scheduled or assigned work day prior to the holiday and his/her first scheduled or assigned work day after such holiday. An employee on leave of absence, absent on account of sickness or failing to complete their work assignment, on either of those days before or after such holidays, will not be paid for the holiday. If a holiday falls during the employee's vacation, he/she will be paid under the provisions of Article 43, Section 14.
- (b) The eight (8) hour's allowance referred to in subsection (a) above will not be paid if the Operator was scheduled to work on the holiday and did not do so.

**SECTION 3. PAYMENT FOR TIME WORKED**

All employees who worked on any of the legal holidays as outlined in Section 1(a) of this Article, will be paid two and one-half (2½) times their straight time hours for service performed with a minimum of twenty (20) hours pay time for the day's work.

Operators working on the legal holidays shown in Section 1(a) and who are relieved before completion of the day at their own request, or who are absent from duty and unavailable for service for part of the day, shall receive pay for only the portion of the day worked, at two and one-half (2-½) times their straight time hours for the service performed, and the minimum allowance of twenty (20) hours for the holiday work shall not apply.

#### **SECTION 4. BIRTHDAY, ANNIVERSARY DATE AND "BONUS HOLIDAYS"**

- (a) An employee who works on his/her birthday or anniversary date will receive an additional twelve (12) hours' pay at the straight time rate of pay over and above any other compensation he/she receives that day.
- (b) In the event the Operator is relieved before the completion of the day at his/her own request, or if he/she is absent from duty and unavailable for service for part of the day, he/she will receive payment for time worked plus an additional allowance at time and one-half (1½) for a comparable number of hours with a maximum of twelve (12) hours additional pay time.
- (c) When an employee's birthday or anniversary falls on any one of the legal holidays shown in Section 1(a), his/her work day immediately preceding or following his/her birthday or anniversary will be treated as his/her birthday or anniversary holiday under this rule. For employees' birthdays or anniversaries falling on February 29, the 28th day of February will be observed as the employee's birthday or anniversary in other than leap years.
- (d) The bonus holiday will be a guaranteed day off and the employee will not work on that holiday. If an employee is marked up for or works his/her bonus holiday he/she shall be paid a penalty pay of three (3) times his/her straight time hours for service performed with a minimum of twenty-four (24) hours pay. The employee will bid his/her choice for the bonus holidays at the June Shake-Up. Employees not prepared to select their bonus holidays at that time will be passed and may bid from those holiday positions available at the time bid is received, during the ninety (90) days following the close of bidding of the June Shake-Up. Employees are not permitted to select any other holiday as a bonus holiday. The Authority reserves the right to determine the number of employees selecting any particular date as their bonus holiday.

If the employee fails to select the bonus holidays within the ninety (90) day limit, the Transportation Manager Director will select them and advise the employee of the selected dates.

- (e) Operators who transfer to a Division due to equalization of manpower or a hardship request, and who still have unused bonus holidays, or who convert from Part-Time to Full-Time Operator, will be required to select new bonus holidays within thirty (30) days following the effective date of the transfer or conversion. If



the employee fails to select the bonus holidays within the thirty (30) day limit, the Transportation Manager will select them and advise the employee.

If the transfer to another Division, or the conversion, occurs at a date when an Operator cannot exercise a selection due to lack of available dates, the Operator will be paid eight (8) hours pay at straight time pay for each bonus holiday he/she was unable to schedule.

- (f) Operators who were on leave of absence during the bidding for the June Shake-Up and were unable to bid their bonus holidays will have thirty (30) days from the date of their return to work to select their bonus holidays. If an employee fails to do so, the Transportation Manager will select them and advise the employee of the selected dates. If the return to work occurs at a date when the Operator cannot exercise a selection due to no available dates to choose, the Operator will be paid eight (8) hours pay at straight time pay for each bonus holiday he/she was unable to schedule.
- (g) The provisions of Section 2 of this Article are applicable to the birthday, anniversary and bonus holidays.

## **SECTION 5. NO PYRAMIDING**

This rule is not to be construed as requiring overtime pay on overtime pay.

## **SECTION 6. SCHEDULING DEPARTMENT HOLIDAYS**

### **A. Holidays Listed**

- (1) The following days shall be considered as Legal Holidays:

New Years' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Martin Luther King Day (Third Monday in January)

- (2) If one of the Legal Holidays falls on a Sunday and the following day (Monday) is officially declared a legal holiday, then that day only will be considered a holiday within the meaning of the Article.
- (3) In addition to the above, the employees shall have four (4) bonus Holidays" (personal preference day) which will be recognized as holidays shown in Section D below.

### **B. Payment When Off On Holiday**

- (1) Employees who do not work on a legal holiday, as shown in Section A above, will be paid eight (8) hours at the straight time rate of pay for each of these holidays, provided those employees complete their work assignment on their last scheduled or assigned work day prior to the holiday and their first scheduled or assigned work day after such holiday. An employee on leave of absence, absent on account of sickness or failing to complete his/her work assignment, on either of the days before or after such holidays, will not be considered as having worked. If a holiday falls during the employee's vacation, he/she will be paid an additional day's pay.
- (2) The eight (8) hour allowance referred to in subsection (a) above shall not be paid if the employee was scheduled to work on the holiday and did not do so.

C. Payment For Time Worked

All employees who worked on any Legal Holidays will be paid two and one-half (2½) times their straight time hours for service performed with a minimum of twenty (20) hours' pay time for the day's work.

Employees working on the Legal Holidays shown in Section A (1) and who are relieved before completion of the day at their own request, or who are absent from duty and unavailable for service for part of the day, shall receive pay for only the portion of the day worked, at two and one-half (2½) times their straight time hours for the service performed, and the minimum allowance of twenty (20) hours for the holiday work shall not apply.

D. Bonus Holidays

- (1) The bonus holiday will be a guaranteed day off and the employee will not work on that holiday. If an employee is marked up for/or works his/her bonus holiday he/she shall be paid a penalty pay of three (3) times his/her straight time hours for service performed with a minimum of twenty-four (24) hours pay. The employee will bid his/her choice for the bonus holidays once per year. Employees not prepared to select their bonus holidays at that time will be passed and will bid from those bonus holiday positions available at the time bid is received. Employees are not permitted to select any other holiday as a bonus holiday. The Authority reserves the right to determine the number of employees selecting any particular date as their bonus holiday.
- (2) The provisions of Section B of this Article are applicable to the bonus holidays.

E. No Pyramiding

This rule is not to be construed as requiring overtime pay on overtime pay.

## **ARTICLE 45**

### **GROUP LIFE INSURANCE**

#### **SECTION 1. CONDITION OF EMPLOYMENT - NEW EMPLOYEES**

The Authority shall, as a condition of employment, require all employees covered by this Contract, hired on or after January 28, 1960, to participate in the Group Life Insurance program commencing with the first day of the calendar month following ninety (90) days of employment.

#### **SECTION 2. AMOUNT OF PRINCIPAL**

Group Life Insurance is to be made available in the amount of up to fifty thousand dollars (\$50,000) for each employee. Employees carrying a different amount of insurance under the existing group policy will be permitted to continue the same amount of coverage.

#### **SECTION 3. AMOUNT OF PREMIUM PAYMENT**

During the first two (2) years of employment, the employee will pay the entire premium for the amount of life insurance referred to above. After completion of two (2) years' continuous service, the Authority will pay the premium for active employees for the first twenty-five thousand dollars (\$25,000) of their Group Life Insurance and \$50,000 AD&D. The premium to be paid by the employee for this insurance will be the rate charged by the Insurance Company. The employee will, by the prescribed form, authorize the Authority to deduct from his/her earnings the amount of premium necessary for his/her Group Life Insurance.

#### **SECTION 4. PAYMENT WHILE ON LEAVE**

- (a) Employees who have no earnings during the payroll period for which deductions are made, will be required to pay their portion of the premium direct to the Authority. Employees absent on account of bonafide sickness in excess of twelve (12) months shall be required to pay their entire premium for all of their coverage under the group policy. During the first twelve (12) months of such absence the Authority shall pay the premium for any employee with two (2) or more years of continuous service. Such participation shall be restricted to the period of time specified in Article 31 of this Contract.
- (b) Employees on leave of absence in excess of twelve (12) months excluding Union representatives currently representing employees of the Authority may, by payment of their premium, for the extent of their Group Insurance Coverage, continue to be covered by the Group Insurance Policy.

- (c) Employees who are absent from work because of illness and who do not make the required Group Insurance premium payments will not be dropped from the Group Insurance Plan because of such failure. However, upon their return to work or upon the payment of any vacation wages from the Authority, the amount of unpaid premium will be deducted from the above referred to wages.
- (d) Union representatives referred to herein, participating in the Group Life Insurance program will have the premium for the first twenty-five thousand dollars (\$25,000) paid for by the Authority.

## **SECTION 5. CONVERSION PRIVILEGES**

The Group Life Insurance Policy shall carry a clause which will allow the employee, should he/she terminate his/her service with the Authority for any reason whatsoever, to convert said policy within thirty (30) days from date of termination. On retirement the employee will be allowed to continue insurance in the amount of fifty (50) percent of the amount carried prior to retirement. The premium rate for the amount of group insurance carried by the retired employee shall be at the then current premium rate.

## **SECTION 6. LATE ENTRY INTO PLAN**

An employee hired before January 28, 1960, and who, through his/her own election, decided not to participate in the Group Insurance Plan may, at any time, request to become a participant. He/she must fulfill the requirements set forth by the insurance company. This may include a Statement of Insurability and/or a physical examination the cost of which, if any, must be borne by the employee.

## **SECTION 7. ADDITIONAL GROUP LIFE INSURANCE**

The Authority shall contribute to the Trust Fund, established pursuant to Article 46 hereof, the sum of \$2.00 per month per employee (limited to employees for whom the Authority is required to make health insurance contributions pursuant to Article 46). The said sum shall be used by the Trustees of said Trust Fund for the sole purpose of paying insurance premium for additional Group Life Insurance benefits, and not part of said sum shall be used for purchasing any other type of benefits, recoupment of past deficits, administration, expenses of the fund, or for any other purpose. The Trustees shall not expend more than said sum for the purchase of such additional Group Life Insurance benefits. Employees may purchase up to fifteen thousand dollars (\$15,000) additional Life Insurance. The premium to be paid by the employee for this insurance will be the rate charged by the insurance company.

## **SECTION 8. SCHEDULING DEPARTMENT LIFE INSURANCE**

For the term of this agreement, those employees in the position of Schedule Maker and Assistant Schedule Maker before February 1, 1984, shall continue to receive

the Non-Contract Life Insurance Benefits that were in effect prior to the employees entering the bargaining unit. (See Non-Contract Manual effective February 1, 1984.)

All employees who become Schedule Maker I or Schedule Maker II after February 1, 1984, shall receive life insurance coverage under Sections 1 through 7, inclusive, of this Article.

## **SECTION 9. SCHEDULING DEPARTMENT LONG TERM DISABILITY INSURANCE**

For the term of this Agreement, those employees holding the position of Schedule Makers and Assistant Schedule Makers before February 1, 1984, shall continue to receive this benefit under the same terms and conditions that existed prior to that date as follows:

Employees are covered for 60% of their salary up to a maximum monthly benefit of \$2,500. If you have a period of disability, you will be paid your Long Term Disability (LTD) benefit after a six-month waiting period. Your benefit will continue until you reach age 65, provided you meet the benefit eligibility requirements. For the first six (6) months of your disability, you will be paid for your accrued sick leave and you may receive State Disability Insurance.

Your LTD benefit is coordinated with, not in addition to, Social Security, Workers' Compensation and State Disability.

All employees who became Schedule Maker I or Schedule Maker II after February 1, 1984, shall not be covered for Long Term Disability Insurance.

**ARTICLE 46**

**HEALTH PLAN**

**SECTION 1. HEALTH PLAN COVERAGE**

- (a) Except as provided in Section 2 of this Article the Authority agrees to pay to the UTU-MTA Health and Insurance Benefits Trust Fund a defined contribution in the amount indicated below for each employee covered by this Contract as well as the same amount for each new employee, beginning with the first day of the calendar month following sixty (60) days of continuous employment. This monthly defined contribution will be used to defray the cost of a health and insurance plans designed for the benefit of employees of the Authority, who are represented by the United Transportation Union, and their dependents.
- (b) The Authority will make twelve (12) monthly contributions each year, for a total of thirty-six (36) contributions throughout the term of this agreement. This applies to all full-time members of the bargaining unit (active, inactive, and retired).
- (c) The Authority shall contribute the amount specified in Section (d) below for each Part Time Operator, who has worked three (3) or more months. The Authority will make twelve (12) such contributions each year for a total of thirty-six (36) contributions during the term of this agreement.
- (d) The monthly amount to be paid by the Authority to employees for the term of this agreement is as follows, except as specified in Section 2 below.

Employee	July 2006	July 2007	July 2008
Full-time (Active and Inactive)	\$867	\$937	\$1012
Full-time (Retired)	\$477	\$516	\$557
Part-time	\$409	\$442	\$477

- (e) It is the intent of the parties to this Agreement that the UTU-MTA Health and Insurance Benefits Trust Fund be considered a defined contribution plan and that the sole obligation of the Authority is to make the monthly payments limited to the levels set forth in this Article. Should the Trust Fund assets combined with the monthly payments set forth herein at any time be insufficient to continue health plan coverage for any employee or retiree at the then current levels, it shall be the obligation of the Trustees to either reduce coverage or to look to sources of revenue other than the Authority, such as increased contributions from employees and retirees, to fund health plan coverage. If the Union or the

Trustees determine at any time that other union funds or excess plan assets will be used to purchase retiree or employee health benefits whose costs exceed the monthly payments by the Authority as set forth in this Article, there shall be no obligation whatsoever on the part of the Authority and no understanding whatsoever between the Authority and either the union or any active or retired employee covered by this Agreement that the Authority has any obligation whatsoever to fund any such health care benefit whose cost exceeds the monthly contribution made on behalf of active or retired employees as set forth herein.

## **SECTION 2. AUTHORITY RESPONSIBILITY FOR PAYMENT**

- (a) The Authority agrees to pay the monthly payment, referred to in Section 1 of this Article, for the following employees:
- (1) Active employees who have earnings in the current month, provided however, that only one contribution shall be made for each spouse couple where both are active employees in the bargaining unit, in which case the employees shall designate who shall be the primary insured and who shall be the dependent.
  - (2) Employees absent on account of bona fide sickness for a period not to exceed twelve (12) months. These employees may be required by the Authority to submit to a recheck of their physical condition by an Agreed Medical Examiner in order to have a contribution on their behalf continued by the Authority.
  - (3) Union representatives currently representing employees of the Authority.
  - (4) Full-Time employees retiring on or after June 1, 1974, between ages of sixty-two (62) and sixty-five (65). This payment will be made until the retired employee's sixty-fifth (65th) birthday.
  - (5) Full-Time employees who were hired before September 7, 1991, and who retire with twenty-three (23) years or more of service until age sixty-five (65).
  - (6) Full-Time employees retiring on disability who are eligible for and who make immediate application for Social Security disability benefits at time of retirement, provided that payment of contributions will not exceed twenty-nine (29) months.
  - (7) Eligible retirees, on whose behalf the Authority makes contributions to the Trust Fund, who become re-employed by the Authority and are entitled to coverage as an active employee under the Authority's own plan or a plan provided under another collective bargaining agreement, may select either (a) or (b) below, but not both:



- (a) Continued coverage under the MTA-UTU Trust Fund in which case the MTA contributions set forth above will continue to be made to the MTA-UTU Trust Fund, but will not be made to any other plan, or
  - (b) Coverage under the Authority's or other plan, in which case MTA contributions to the MTA-UTU Trust Fund and coverage thereunder will be suspended until such time as the re-employed retiree is no longer covered by such other plan.
- (8) For full-time employees who were hired on or after September 7, 1991, and who retire with twenty-three (23) years or more of service, the Authority agrees to pay to the Trust Fund referred to in Section 1b monthly payments as specified below until age sixty-five (65):

Employees Retiring:

At Age:	Authority Contributions:
62 +	100% of the amounts specified in Section 1b
58 - 61	75% of the amounts specified in Section 1b
55 - 57	50% of the amounts specified in Section 1b
less than 55	0% the amount specified in Section 1b

- (9) In the event of the death of an eligible member, payments may be continued for a maximum of twelve (12) months to provide for continued coverage for the surviving dependents.
- (10) Payments shall be continued for a maximum period of twelve (12) months after the retired member's sixty-fifth (65th) birthday if the retired member has a spouse who is not eligible for Federal Medicare, Parts A and B.
- (11) Eligible retirees who are employed by other than the Authority shall have their employer's benefits as the "primary plan", provided this is not in conflict with any current statutes.
- (b) The Authority shall not make any contribution for employees absent or on authorized leave of absence, except as provided in Subsection (a) above.
- (c) The Authority shall not make any contribution for employees on furlough.
- (d) National Health Coverage

In the event that any of the employees are covered by a health or medical plan required by governmental legislation adopted after the date of this agreement (e.g. a National Health Insurance Program) the contributions required of the Authority under this agreement will be reduced by the amount of contributions which the Authority is required to make to such required health or medical plan, provided and to the extent such governmental program provides benefits which would otherwise be provided by the health plan which is the subject of this Article 46, but only if such required health or medical plan is considered the "primary plan" for the purpose of providing benefits.

### **SECTION 3. WHEN PAYMENTS MADE**

Estimated payments are to be made by the Authority by the 10th of each month with an adjustment to the exact amount sometime later during the calendar month. This payment will be on the basis of eligible employees working in the classification of work covered by this Contract on the first day of the calendar month.

### **SECTION 4. RIGHT OF TRANSFER INTO OR OUT OF THE PLAN**

An employee changing classification of work within the Authority, which results in changing from one Health Plan to another will continue his/her participation in the Plan covering his/her former classification until the end of the calendar month and the Union and Authority shall cause the Trust to be amended to that effect. The employee will then be eligible for coverage in the plan covering his/her new classification on the first day of the following month.

### **SECTION 5. CESSATION OF BENEFITS UPON TERMINATION OF EMPLOYMENT**

Employees terminating employee relationship with the Authority shall no longer be entitled to benefits, effective with the date of termination.

### **SECTION 6. ADMINISTRATION**

The funds contributed by the Authority pursuant to Section 1 of this Article shall be administered by the Board of Trustees of the UTU Health and Insurance Benefits Trust Fund. The Board of Trustees of said Trust shall consist of six representatives of the Union and two representatives of the Authority and at least one MTA trustee must be present for a quorum. Any trustee may call for a meeting of the Board of Trustees with at least 72 hours notice. The Union Trustees shall be selected from members of the General Committee of Adjustment. The representatives of the Authority shall be appointed by the Chief Executive Officer of the Authority. The said Trust shall be a successor Trust to the UTU Insurance Trust Fund and shall assume all of the assets and liabilities thereof. Any request for information by the Authority representatives shall be provided within 72 hours of the request.

An independent audit conducted in accordance with all generally accepted accounting principles sufficient to form an opinion on the trust financial statements and verification that the assets of Trust were dispersed, maintained, and/or invested in accordance with the requirements of the Trust Document will be conducted and computed each year and copies of the audited financial statement will be provided to each of the Trustees, the Union and the Authority within thirty (30) days after it is completed. The audited financial statement must be made available to the Trustees, the Union and the Authority, no later than September 30<sup>th</sup> annually. The accounting firm selected to conduct the audit(s) will be selected by the Trust from among the 15 largest accounting firms in Los Angeles County and will be paid by the Trust.

## **ARTICLE 47**

### **SICK LEAVE**

#### **SECTION 1. COVERAGE**

- (a) Employees with one (1) or more years of accumulated service under the terms of this Contract, who are off work due to any bona fide sickness or injury and have secured a verified medical doctor's report approved by the Location Manager showing nature of illness, date of treatment, hospitalization, or both, shall be allowed paid sick leave. The Authority will make available appropriate forms for this purpose. This form, when completed by a doctor, will also be acceptable for reporting back from illness as provided in Article 30, Section 5, of this Contract.
- (b) Employees shall accumulate sick leave in accordance with the following schedule:
  - 48 hours after one (1) year of service
  - 56 hours after two (2) years of service
  - 64 hours after three (3) years of service
  - 72 hours after four (4) years of service
  - 96 hours after five (5) or more years of service
- (c) Employees will be eligible for sick leave on their anniversary date in accordance with the above schedule.

#### **SECTION 2. WORK REQUIREMENT**

Any employee who by reason of illness, injury, or leave of absence, is absent for ninety (90) days or less during the year's service, will be entitled to full sick leave. An employee absent from his/her duties for more than ninety (90) days during the year will be entitled to one-twelfth (1/12) of his/her normal sick leave for each month or major fraction thereof which he/she worked.

#### **SECTION 3. PAYMENT FOR SICK LEAVE**

- (a) Payment shall be computed on the basis of eight (8) hours per day each work day absent. Any unused sick leave shall be accumulative for a maximum period of 2,408 hours. Sick leave will be charged against the oldest sick leave available to the employee.
- (b) When the employee is entitled to receive Unemployment Compensation Disability Benefits or Workers' Compensation Benefits there shall be charged against the employee's sick leave account only that portion of the day's sick leave which,

when added to the benefits paid for such day, shall equal the eight (8) hour payment.

#### **SECTION 4. QUALIFICATION**

- (a) Sickness allowance will begin on the first full work day absence and will be computed weekly, provided a doctor's report, as required by Section 1 of this Article is submitted at the end of each pay period.
- (b) If an employee is hospitalized or sick ten (10) or more consecutive work days, sick pay shall begin on the first full work day of absence.
- (c) An employee entitled to sick leave shall have twenty (20) days, as provided in Article 26, after the date of return to duty to furnish the required doctor's report and it shall be considered as a claim. Sick leave pay will be at the straight time hourly rate of pay in effect on the last day of duty before sick leave commenced.
- (d) An employee who does not perform service in any anniversary year shall not be entitled to sick leave pay in the following anniversary year unless he/she returns to work within that year.

#### **SECTION 5. ANNUAL SICK LEAVE CASH-IN**

Active employees may indicate, in writing, during the period beginning October 1<sup>st</sup> through and including October 15<sup>th</sup>, the amount of accrued sick leave that they intend to "cash-in" at the rate of seventy-five percent (75%) of face value. Payment for such sick leave shall be made, by separate check, on the last regular payday before Thanksgiving. Employees must retain a minimum of four hundred (400) hours accrued sick leave after "cashing in" sick leave.

#### **SECTION 6. PAYMENT UPON DEATH OR RETIREMENT**

- (a) One hundred (100) percent of an employee's unused sick leave will be paid to the employee upon the employee's retirement or to the beneficiary in the event of death before retirement.
- (b) No payment will be made to employees who terminate from the service of the Authority for other reasons.

#### **SECTION 7. PAYMENTS FOR ON-DUTY INJURY**

Except as provided in Article 39, an employee who is injured while on duty resulting in loss of time shall be paid for the balance of his/her assignment on the day of injury at his/her regular rate of pay. He/she shall also be paid for the time lost during the waiting period (first three (3) days following date of injury), for which no Workers'

Compensation Benefits are provided. This payment shall be at benefit rates provided under Workers' Compensation Act.

## **SECTION 8. SCHEDULING DEPARTMENT SICK LEAVE**

- (a) For the term of this Agreement, those persons holding the position of Schedule Maker and Assistant Schedule Maker before February 1, 1984 shall continue to receive sick leave benefits under the same terms and conditions as existed prior to February 1, 1984 as follows:

### **ACCUMULATION OF BENEFITS BEFORE FEBRUARY 1, 1984**

You accrue one day of sick leave for each two (2) months of service from your hire date until your third (3<sup>rd</sup>) anniversary of employment. On your third (3<sup>rd</sup>) anniversary of employment, you accrue an additional four (4) days of sick leave. You accrue ten (10) days of sick leave per year beginning from your fourth (4<sup>th</sup>) anniversary date through your sixth (6<sup>th</sup>) year of employment. On your seventh (7<sup>th</sup>) anniversary date and on subsequent anniversary dates thereafter, you accrue one (1) month of sick leave on each anniversary date. One (1) month is equal to 173.3 hours.

If you do not use your sick leave, it will accumulate. The maximum accumulation allowed is 210 days (1,680 hours) of sick leave. One hundred (100) percent of your accumulated sick leave is payable to your beneficiary if you die or to you if you retire. Unused sick leave is forfeited if you terminate your employment, or retire in lieu of discharge.

- (b) Accumulation of Benefits After February 1, 1984

All employees who become members of the bargaining unit after February 1, 1984, shall receive sick leave according to Sections 1 through 5 of this Article.

## **ARTICLE 48**

### **PENSION PLAN**

#### **SECTION 1. INCORPORATED IN CONTRACT**

The Pension Plan known as the Los Angeles County Metropolitan Transportation Authority-United Transportation Union Retirement Income Plan, as amended effective July 1, 1994, is incorporated herein and made a part hereof by reference. This plan covers the employees coming within the terms and provisions of this Contract.

#### **SECTION 2. IDENTIFICATION OF PLAN AND AMENDMENTS**

The Pension Plan referred to above is the Plan made effective July 1, 1994, by the fourteenth Amendment. This Amendment, approved by the Authority and the United Transportation Union, is to be created in accordance with a Memorandum of Agreement signed August 23, 1994.

#### **SECTION 3. AVAILABILITY OF COPIES OF PLAN**

Copies of the above referred to Plan are on file in the offices of the Authority and the Union.

#### **SECTION 4. TERM OF PENSION AGREEMENT**

This Pension Agreement is for a thirty-six (36) month period, July 1, 2006 through June 30, 2009.

## **ARTICLE 49**

### **BEREAVEMENT LEAVE**

An employee who has a death in the immediate family will be entitled to three (3) days off with pay and may elect to use floater bonus holidays in conjunction with Bereavement Leave. An employee who has a death in the immediate family and who actually travels out of state to attend the funeral or memorial service will be allowed two (2) additional days of bereavement leave for the purpose of travel, provided the funeral or memorial service is held at the time of the death of the relative. The travel days must be in conjunction with the date of the funeral or memorial service. Employees must present proof of travel and attendance at the funeral or memorial service.

The immediate family is defined as wife, husband, son, daughter, father, mother, brother, sister, grandparents, or grandchildren of either spouse.

The purpose of this Article is intended to provide pay for time lost in connection with the death of an employee's relative as defined above.

An employee whose vacation is interrupted by a funeral shall not be entitled to funeral leave.



## ARTICLE 50

### PART-TIME EMPLOYEES

Part-Time Operators shall be subject to the following:

- (a) Part-Time Operators shall be subject to Articles 1, 23, 25, 26, 27, 32, 37, 39, 40, 41, 42, 46, 52 and 53 of the Contract.
- (b) The number of Part-Time Operators shall not exceed 980 on a system-wide basis. As of the signing of this agreement the total number of Part-Time Operators will be capped at 980.
- (c) Part-Time Operators shall not work assignments that contain more than six (6) hours and fifty-nine (59) minutes work time or less than two and one-half (2½) hours work time Sunday through Saturday and no more than thirty-six (36) hours per week. The average work time for Part-Time assignments will not exceed thirty-four (34) hours as measured on a system-wide basis. Part-Time Operators shall be allowed to work in relief of Full-Time Operators on Fridays, Saturdays, Sundays, Mondays or holidays on regular runs. See Sections below.
- (d) Each Part-Time Operator with continuous service of one (1) year or more shall be entitled to an annual accrual of forty (40) paid hours which will be used for Personal Time Off (PTO). PTO earned in a current year ending May 31 may be taken during the PTO year which is between June 1, and the following May 31. The forty (40) hours is to be taken over a ten (10) work day period (either consecutive or as single days) with four (4) hours payable each day. This PTO must be requested and approved in advance.

PTO is not cumulative. Any Personal Time Off not used during the PTO year, will be paid off at the end of the PTO year. In the event that a Part-Time Operator is promoted and takes a Full-Time Operator position, a non-represented position or an MTA position represented by another union, any remaining PTO will be paid at his/her rate of pay in effect at that time. Unused PTO time will not be paid to Part-Time Operators leaving the service of the Authority.

- (e) Part-Time Operators will not be eligible for paid leave or other fringe benefits applicable to Full-Time employees, except as specifically provided herein. Part-Time Operators shall be eligible for those benefits specifically required by law.
- (f) Part-Time Operators shall be provided free transportation in the same manner as provided to regular Full-Time Operators. This benefit shall apply to spouse and dependent children.

- (g) Part-Time Operators who miss out and are subsequently used can be assigned any type of open work for which they are qualified. The only limitation is when the Part-Time Operator has a miss out on a tripper and is used, in that circumstance they cannot be assigned more than six (6) hours and fifty-nine (59) minutes of work.
- (h) Part-Time Operators will be allowed to take a leave of absence up to twelve (12) months within a sixteen (16) month period for reasons of illness or injury, without the loss of benefits.
- (i) No Full-Time Operator shall be furloughed or laid off until all Part-Time and BDOF Operators have been furloughed or laid off.
- (j) No Full-Time Authority employee shall work as a Part-Time Operator.
- (k) Part-Time Operators will not accrue seniority while so employed except as provided for in Paragraph (r) Section 1 below. A Part-Time Operator who applied and is accepted for employment as a Full-Time Operator shall for all purposes accrue seniority or service only from the date of his/her hire as a Full-Time Operator.
- (l) Part-Time Operators will work straight or split runs in relief of Full-Time Operators on Fridays, Saturdays, Sundays, Mondays and/or work trippers Sunday through Saturday each week and shall be used exclusively for the purpose of working trippers which are not bid or biddable by regular Full-Time Operators except as provided in Article 25. All vacation reliefs, other report Operators or protection service, and any regular runs left vacant because of the absence of regular Operators will be worked by Full-Time Operators.
- (m) Except as provided, in Subparagraph(s) below, if a Part-Time Operator is assigned to a piece of work that does not meet the specific requirements as outlined in this Article, a penalty of four (4) hours shall be paid as provided in Article 12, Section 3, of this Contract.
- (n) Part-Time Operators shall be paid for all time during which they are required by the Authority to perform any duties. Part-Time Operators will not be eligible for time or pay guarantees or for penalty pay provisions.
- (o) A roster containing the names, badge numbers, and the assignments of all Part-Time Operators shall be posted at each Division.
- (p) Part-Time Operators working trippers Sunday through Saturday shall not be permitted to work more than one (1) assignment per day, and such assignment shall not be split, but must be a straight assignment.

- (q) Part-Time Operators will be added only through normal attrition, expansion in service, and as provided for in this contract.
- (r) Part-Time Operators shall be converted to Full-Time under the following provisions:
  - (1) It is agreed that an Authority-wide seniority list of all Part-Time Operators will be established and will be posted in all Divisions semi-annually. The list will include names, seniority dates and work assignments.
  - (2) The wage rates for Part-Time Operators who convert to Full-Time will be established as follows:
    - (a) Part-Time Operators who are hired prior to July 1, 1997 and who are promoted to Full-Time Operator will be transferred without reduction in their present hourly rate of pay to the wage progression as specified in Article 1, Section 2(a)1).
    - (b) Part-Time Operators hired after July 1, 1994 and who subsequently promote to Full-Time Operator will be transferred without reduction in their present hourly rate of pay to the wage progression as specified in Article 1, Section 2(a) 2. Should an employee's wage rate fall between steps at the time of promotion, the employee will be placed on the next higher step (at the next highest percentage) of the wage progression. The employee will remain at each step of the wage progression for the full period of service specified in the wage progression. For example, a Part-Time employee, hired 9/5/97 who is promoted to full-time 12/1/99 is receiving 75% of the pay rate and will remain at 75% until 12/1/2000.
  - (3) All Part-Time Operators shall have the right to automatically convert to a Full-Time Operator vacancy in accordance with their position on the Part-Time seniority roster. The MTA will post a Job Vacancy Notice for promotions to Full-Time Operator at least twice each year. Those Operators who desire to promote to Full-Time Operator positions must apply at that time.
- (s) The Authority shall contribute for each Part-Time Operator who has worked three (3) or more months to the Health Plan designated by the Union for Part-Time Operators.
- (t) The restrictions on hours of Part-Time Operators as set forth in Article 50(c) above shall not apply to the hours set forth in Article 25, Business Development Operating Facility.
- (u) The Authority guarantees that the percentage of regular and relief assignments with Saturday and Sunday off operated by Full-Time Operators as of the June

2000 shake -up will be maintained at 45% and calculated on a system wide basis.

Part-Time Operators shall be utilized in Full-Time Operator assignments on Friday, Saturday, Sunday, or Monday for relief of 4/10 assignments or on Saturday and/or Sunday for relief of traditional five (5) day assignments under the following provisions:

- (1) Part-Time Operators will be limited to pieces between 2.5 and six (6) hours and fifty-nine (59) minutes Sunday through Saturday, but will be unlimited on Friday, Saturday, Sunday, or Monday in relief of Full-Time Operators.
- (2) Part-Time Operators will be paid strictly for time worked.
- (3) Part-time operators will work holidays subject to the following:
  - (a) Part-time Operators will not be withheld from their scheduled assignment on Martin Luther King Day or Veteran's Day unless such assignment is canceled. Part-time Operators working their scheduled tripper on Martin Luther King Day or Veteran's Day will be paid one and one-half (1½) times their hourly rate for time worked with no minimum guarantee applying. If a part-time assignment is canceled, the Part-Time Operator holding that assignment will receive no guaranteed pay time.
- (4) Part-Time Operators working holiday assignments on a Friday, Saturday, Sunday, or Monday in relief of Full-Time Operators, and Part Time Operators working holiday assignments on trippers on Saturdays or Sundays will be paid at time and one-half (1½) with no minimum guarantee applying. If a Part-Time assignment is canceled or has no holiday schedule the Part-Time Operator holding that assignment will receive no guaranteed pay time.
  - (a) Holidays - Where Sunday Schedules Operated; Part-Time Operators will work their scheduled assignment per the Sunday schedule, paid at (1½) times their hourly rate for time worked with no minimum guarantee applying.
  - (b) Holidays - Where Saturday Schedules Operated: Part-Time Operators will work their scheduled assignment per the Saturday schedule, paid at (1½) times their hourly rate for time worked with no minimum guarantee applying.
  - (c) Holidays - Where Weekday Schedules Operated: Part-Time Operators will work their scheduled assignment per the Weekday

schedule, paid at (1½) times their hourly rate for time worked with no minimum guarantee applying.

- (5) Part-Time Operators will bid for designated work assignments. These designated work assignments will consist of any of the following:
- a) A run on Friday and up to 4 trippers.
  - b) A run on Saturday and up to 4 trippers.
  - c) A run on Sunday and up to 4 trippers.
  - d) A run on Monday and up to 4 trippers.
  - e) A run on Friday and Saturday and up to 3 trippers.
  - f) A run on Saturday and Sunday and up to 3 trippers.
  - g) A run on Sunday and Monday and up to 3 trippers.
  - h) A run on Friday, Saturday and Sunday and up to 2 trippers.
  - i) A run on Saturday, Sunday and Monday and up to 2 trippers.
  - j) Four or five trippers.

Every attempt will be made to assign Part-time Operators consecutive days off.

- (6) If Part-Time assignments are scheduled that contain trippers and runs on Friday, Saturday, Sunday and/or Monday, such assignments will be posted for bid by seniority choice on a Division basis.
- (7) Cancellation or modification of Part-Time Operator runs will be handled according to normal bidding procedures contained in Article 9.
- (v) Part-Time Operators will be permitted to work as VCB Operators on any of their scheduled days off subject to the following provisions:
- (1) Full-Time Extra Board and Regular Operators will be used first, in accordance with the provisions of Article 13, Section 8 (a) and (b). Thereafter, Part-Time Operators who have volunteered to work on their scheduled or assigned days off may be assigned to an assignment up to six (6) hours and fifty-nine (59) minutes Monday through Friday and unlimited on Saturday and Sunday, subject to rest and qualifications. Part-Time Operators will be paid work-time only for all work performed on their scheduled or assigned days off. No minimum pay guarantee will apply.
  - (2) No Part-Time Operator will be used as a VCB Operator on any assignment which would cause him/her to exceed the thirty-six (36) hours per week limitation set forth in this Article.

- (3) Part-Time Operators will be used as VCB Operators in accordance with the provisions of Article 13, Section 8 (f) and (g) applicable to Regular Operators.

## **ARTICLE 51**

### **TERMS OF PROTECTION**

#### **SECTION 1. TERMS OF PROTECTION**

The Authority shall not acquire any existing systems or part thereof, whether by purchase, lease, condemnation or otherwise, nor shall the Authority dispose of or lease its system or any transit system or part thereof, nor merge, consolidate or coordinate its system with any transit system or part thereof nor substitute any type of equipment of its system or part thereof for the then existing equipment or reduce or limit the lines or service of any existing system or of its system unless it shall first have made adequate provisions for any employees who are covered by this Contract between the United Transportation Union and the Authority, who are or may be displaced, or whose wages, hours, place or conditions of employment are or may be adversely affected. The terms and conditions of such provisions shall be a proper subject of collective bargaining with the United Transportation Union and an agreement providing adequate protection shall be negotiated and executed prior to the time any of the acts described above become effective.

#### **SECTION 2. SALE OR TRANSFER OF FACILITIES OF THE AUTHORITY**

As a condition to the sale, transfer or other disposition of its facilities or assets or any part of them to any other agency, firm or corporation, the Authority shall require as a condition to said sale, transfer or other disposition, that the acquiring agency, firm or corporation, assume and observe all existing labor contracts, to which the United Transportation Union is a party and shall appoint all of the employees of the Authority covered by this Contract, to comparable positions without the loss of any rights or benefits to which they are then entitled.

## **ARTICLE 52**

### **UNION SHOP**

#### **SECTION 1. CONDITION OF EMPLOYMENT - TIME LIMITS**

The Authority agrees, as a condition of employment, that all employees in the service of the Authority and covered by this Contract on the effective date of this Contract shall become members of the United Transportation Union within thirty (30) days of the effective date of this Contract and as a condition of employment maintain their membership in the United Transportation Union in good standing; also, all new employees covered by this Contract shall become members of the United Transportation Union and, thereafter, maintain their membership in good standing, within thirty (30) days from the date they first commence work on their own.

#### **SECTION 2. DISCHARGE FOR NON-MEMBERSHIP**

The Authority agrees, upon notice from the United Transportation Union, to discharge any employee who has not become or remained a member in good standing in the United Transportation Union as herein provided, except that no person shall be discharged for failure to maintain good standing membership in the United Transportation Union unless discharge would be legal under terms of the Labor Management Relations Act of 1947, as amended.

The United Transportation Union will indemnify the Authority for the amounts which the Authority is required to pay as the result of any final judgments entered against the Authority (provided that all legal defenses and rights to judicial appeal or review have been asserted and exhausted) where such final judgments result from the Authority's entering into or complying with the terms of Section 2.

#### **SECTION 3. NOTIFICATION OF ENTERING AND LEAVING**

The Authority shall forward to the United Transportation Union daily, the names of all persons covered by this Contract, entering or leaving its employ, together with the name of the Division and/or location to which assigned and shall designate after each name and date employed or the date the employee left the service.

#### **SECTION 4. ENTERING OR LEAVING MILITARY SERVICE**

The Authority shall also provide the United Transportation Union with the names of all employees covered by this Contract who are leaving or re-entering the service of the Authority from military service and giving the dates thereof.

#### **SECTION 5. AUTHORITY TO INFORM EMPLOYEES**



The Authority shall inform each employee now in the service of the Authority, as well as each new employee, of the existence of this Contract, Articles and Sections.

## **SECTION 6. AUTHORITY TO REFER NEW EMPLOYEES TO UNION**

The Authority shall furnish each new employee with the name and address of the United Transportation Union and refer him/her to the United Transportation Union where a copy of this Contract may be obtained.

All new employees will report to the United Transportation Union General Committee of Adjustment offices before entering the service of the Authority for the purpose of being interviewed by the United Transportation Union. It is agreed by the United Transportation Union that they will not unnecessarily detain the new employees but will interview them and advise them to return to the Authority offices.

## **ARTICLE 53**

### **PAYROLL DEDUCTIONS**

#### **SECTION 1. PAYROLL DEDUCTION OF DUES**

The Authority will, each month, deduct from wages due, all sum for periodic Union dues, initiation fees, assessments and insurance (not including fines and penalties) payable to the United Transportation Union or its designated representative by employees of the Authority who are members of the United Transportation Union performing service within the scope of this Contract. In accordance with Government Code Section 1150 et seq., the Authority agrees to make payroll deductions for Union-provided Life Insurance premium.

#### **SECTION 2. AUTHORIZATION FOR DEDUCTIONS**

For each employee from whom deductions referred to in Section 1 above are to be made, the United Transportation Union will furnish to the Authority the employee's authorization to make such deductions, such authorization being directed to the Authority. Such authorization shall be furnished the Authority prior to the time that affected employee's name first appears on the deduction list referred to in Section 3 of this Article.

#### **SECTION 3. DEDUCTION LIST FURNISHED BY UNION**

The designated officers or representatives of the United Transportation Union shall submit to the Controller, at least ten (10) days before end of the payroll period designated by the Authority as the period in which deductions will be made, a deduction list showing necessary detail and in such form as approved by the Authority.

#### **SECTION 4. DUE DATE FOR AUTHORIZATION OR REVOCATION**

An individual deduction authorization, or revocation thereof, to be effective for a particular month must be in the actual possession of the Controller not later than the date established for the receipt by him/her of the regular monthly deduction list for that particular month. The Authority shall have the right to refuse to accept or act upon any authorization or revocation which is illegible or which is not fully or properly executed, or which fails to adequately identify the employee involved. The Authority shall not be responsible for failure to terminate a deduction for which it does not receive a revocation of deduction authorization on or prior to the date herein established.

#### **SECTION 5. ERRORS IN DEDUCTION LISTS**

Errors in the deduction list shall be corrected by the Union by adjustment included in the subsequent list furnished by the Union to the Authority. Questions

arising as to the correctness of the amount shown on deduction list will be handled directly with the Union by the employees.

## **SECTION 6. WHEN DEDUCTIONS MADE AND PRIORITY OF DEDUCTIONS**

Deductions may be made by the Authority on only one (1) payroll audit per month designated by the Authority. If employees' earnings during a particular payroll audit designated by the Authority are insufficient to permit full deductions, no deduction will be made and the Authority will not be responsible therefore. The following payroll deductions shall have priority over deductions covered by this Article:

- Social Security Act - Employee Income Tax Deductions Group Life Insurance Contributions - Provided under Article 45
- Advance on Salaries
- Accounts Receivable
- Uniform Deductions
- Operators' Shortage
- State Disability Insurance

## **SECTION 7. AUTHORITY'S RESPONSIBILITY**

Responsibility of the Authority under this Contract shall be limited to remitting to the United Transportation Union amounts actually deducted from the wages of employees pursuant to this Contract, and the Authority shall not be responsible for failure to make deductions or for making improper or inaccurate deductions.

## **SECTION 8. INDEMNIFICATION BY UNION**

The United Transportation Union agrees that it will indemnify, defend and save harmless the Authority from any and all liability arising from entering into or complying with the terms of this Article.

## **SECTION 9. TERMINATION FOR GRADE OR CLASS**

In the event the United Transportation Union no longer represents employees, or a grade or class of employees of the Authority, then this Contract becomes void for the grade or class of employee no longer represented as of the date such representation terminates.

## **SECTION 10. AUTHORITY TO FURNISH VOUCHERS**

The Authority will forward to the designated representatives of the United Transportation Union vouchers for the amount of deductions, together with a statement showing the changes, if any, in the lists submitted by the United Transportation Union.

## **SECTION 11. AUTHORIZATIONS ON PREDECESSOR COMPANIES**

Authorizations directed to the Pacific Electric Railway Company, Asbury Rapid Transit System, Metropolitan Coach Lines, the Los Angeles Metropolitan Transit Authority, the Pasadena City Lines or The Southern California Rapid Transit District, shall be considered as authorizations directed to the Los Angeles County Metropolitan Transportation Authority.

## **SECTION 12. DEDUCTIONS FOR SAVINGS BONDS**

The Authority agrees to formulate a plan of deduction from the wages of the employees when furnished with the necessary authorization from the employee to purchase U. S. Savings Bonds in the name of the employee.

## ARTICLE 54

### DEFINITIONS

#### SECTION 1. GENERAL DEFINITIONS

- (a) Authority - The Los Angeles County Metropolitan Transportation Authority.
- (b) Union - United Transportation Union.
- (c) Service Sector General Manager – Oversees the administration and management functions of a Service Sector.
- (d) General Chairman - Chairman of General Committee of Adjustment - United Transportation Union.
- (e) Local Chairman - Member of General Committee of Adjustment - United Transportation Union.

#### SECTION 2. EMPLOYEE DEFINITIONS

- (a) Operator -- An Operator, for all general purposes within the meaning of this Contract, whether singular or plural, shall mean a person who operates an Authority vehicle in conjunction with his/her duty for providing public transportation.
- (b) Regular Operator -- A Regular Operator is an Operator who works a regular run having obtained such work runs through the exercise of his/her seniority, or through the provisions of Article 9, Sections 3 & 5.
- (c) Extra Operator -- An Extra Operator is an Operator whose work assignments are all made through the Extra Board.
- (d) Schedule Checker -- An employee whose work requires the making of schedule checks, traffic checks, and special checks, and the processing of these checks.
- (e) Student -- An Operator or Trainee who is receiving qualifications.
- (f) Trainee -- A newly employed Operator who is in training.
- (g) Train Operator -- for all general purposes within the meaning of this contract, whether singular or plural, shall mean a person who operates a Authority train or other Authority vehicles in addition to performing other rail related tasks required in conjunction with his/her duties for providing public transportation.

### **SECTION 3. LOCATION DEFINITIONS**

- (a) Division - A location where a Manager is located and where Operators' work runs and assignments start and finish and where an Extra Board is maintained.
- (b) Terminal Division - A home location where Operators' work runs and assignments start and finish and where an Extra Board is maintained.
- (c) Auxiliary Division - A home location where Operators' work runs and assignments start and finish.

### **SECTION 4. WORK DEFINITIONS**

- (a) Regular Run - A regular run is a work run which is included in operating schedules, containing five (5) days' work per week and eight (8) hours or more pay time, per day with two (2) days off in seven (7) consecutive days.
  - (1) Straight Run - A regular work run that has continuous pay time from the time starting to work until the work run is completed.
  - (2) Split Run - A regular work run that has two (2) parts with time between the ending of the first part and the beginning of the second part that is not included in the total pay time.
  - (3) Relief Run - Scheduled work runs that are made up of off days of regular work runs and unassigned work runs.
- (b) Tripper - Any work shown on a Schedule which is not part of a regular work run and is not included in the special event category.
- (c) Biddable Tripper - A tripper that is put up for bid and may be bid by a Regular Operator in conjunction with his/her regular work run or worked from the Extra Board.
- (d) Work Runs - A scheduled piece of work that is identified by a work run number.
- (e) Special Event Work - Work that is not regularly scheduled in regular service, but which is operated to and from special events, and occurs after 6:00 P.M. and generally does not exceed four (4) hours in duration.
- (f) Charter Service - Work that is operated in charter service.
- (g) Leased Motor Coach Service - Service operated by the Authority, with Authority Operators and vehicles through lease agreement with other charter companies in our service area.

- (h) Extra Board - Extra Board is maintained for the purpose of filling work not being performed by Regular Operators.
- (i) Auxiliary Extra List - Auxiliary Extra List is a location where a Crew Board is maintained.
- (j) Special Assignments - Operators assigned to make schedule checks, travel checks, train checks or distributing advertising literature.
- (k) Assignment - The work of an employee.
- (l) Hold Down - Temporary vacancies bid by Operators.
- (m) Tour of Duty-Regular Operators - The tour of duty for a Regular Operator will be his/her complete work run or biddable trippers and special events and any legitimate delays or failure to be relieved on time due to Operators missing out or reporting sick and a delay in pull-in time for the purpose of making a relay or vehicle change.
- (n) Alternate Assignment - An alternate assignment is one (1) assigned to a Regular Operator at his/her Home Division on a different work run number or is assigned to work on a different line number by Supervisory personnel, relaying on a line other than held by a Regular Operator will be considered an alternate assignment.

## **SECTION 5. SCHEDULE DEFINITIONS**

- (a) Spread - The over-all time, from the time an employee commences his/her duty, until he/she completes his/her final assignment for that particular day.
- (b) Work Time - Operator's time that includes pay items that are subject to overtime provisions.
- (c) Vehicle Time - The time a vehicle is in service from pull-out time until pull-in time.
- (d) Pay Time - Operators, Traffic Loaders and Schedule Checkers straight time hours.
- (e) Waiting Time-Shine, Time-Held for Duty Time - The time an Operator is required to remain on duty, until assigned to work or released and is considered work time.
- (f) Travel Time - Scheduled time allowed for traveling between relief points and Divisions, Divisions and relief points and two (2) relief points.

- (g) Deadhead Time - Time allowed in deadheading between Divisions, Auxiliary Divisions, Terminal Divisions and/or storage lots.
- (h) Overnight Deadheading - Overnight deadheading is one way deadheading performed after departure of the last scheduled motor coach of the day and before departure of the first succeeding day's schedule.
- (i) Initial Sign - On Time - The first time an Operator is due to report for work on any given day.
- (j) Preparatory Time - The time allowed for obtaining supplies and readying equipment for service prior to placing equipment in revenue service.
- (k) Premium Time - Make-up time used to comply with guarantees and minimum allowances.
- (l) Sign-Off Time - Time allowed for storing equipment after completion of assignments or work runs at Division points or outside locations and walking to their Division points.
- (m) Turn-In Time - Time allowed under certain conditions for turning in of Authority receipts and securing supplies.
- (n) Report - The term used to indicate when and where an Operator is to report for duty.
- (o) Running Boards - Prepared outline of Operator's scheduled work that is supplied to him/her for his/her use.

## **SECTION 6. MISCELLANEOUS DEFINITIONS**

- (a) Investigation Report - A report upon which an Operator is charged with certain rule infractions.
- (b) Missout - Failure of a employee to report for his/her assignment by the scheduled time.
- (c) Miscellaneous Report - A report to the Transportation Manager on which Operator makes a request or reports an unusual occurrence.
- (d) Indefinite Leave - A leave of absence of a known duration over ninety (90) days.
- (e) Special Consideration - Agreed to exceptions from certain Articles of the Contract.
- (f) Runaround - Time claimed by Operator on account of error on Board Mark-Up.



- (g) Displacement - The exercise of an Operator's seniority in displacing a Junior Operator whenever applicable.
- (h) Shake-Ups - A method of bidding Operator's work runs and assignments and off days on Extra Board.
- (i) Weekly Bids - Open assignments that are posted for seniority choice every Sunday morning at each Division.
- (j) Semi-Annual Bids - Open assignments that are posted system- wide for seniority choice every March and September at each Division.
- (k) Furlough - A lay-off with retention of seniority due to reduction in force.
- (l) Robbery - Robbery is the felonious taking of personal property in the possession of another, from his/her person or immediate presence, and against his/her will, accomplished by means of force or fear. (Section 211 of the Penal Code).
- (m) C.E.A. - Company equipment assigned for use in traveling or deadheading.
- (n) V.C.B. - Voluntary call back of Operators who have volunteered for work on their day off.
- (o) O.C.B. - Off, called back. The calling back to work of Operators who have not volunteered for work on their day off.
- (p) Prescribed Form - The form to be used to accomplish the desire of the Operator in complying with a provision of this Contract.

## **SECTION 7. SCHEDULING DEPARTMENT DEFINITIONS**

### **A. General Definitions**

Service Development Manager; Head of a Service Sector Scheduling group.

### **B. Employee Definitions**

Schedule Maker an employee whose work requires the making and adjusting of schedules.

Schedule Makers are professional employees and are expected to exercise sound independent judgment and initiative.

### **C. Work Group Definitions**

Work Group is composed of one Service Development Manager and/or Schedule Supervisor, and Schedule Makers I and II.

D. Roster

Roster - is a listing of Schedule Makers by seniority.

## **ARTICLE 55**

### **ASSIGNABILITY CLAUSE**

This Contract shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, not affected, modified, altered or changed in any respect whatsoever by any change of ownership or management, by either party; or by any change, geographical or otherwise, in the location or place of business of either party.

## **ARTICLE 56**

### **BARGAINING DURING TERM OF CONTRACT**

#### **SECTION 1. FINAL CONTRACT BETWEEN THE PARTIES**

This Contract constitutes the final agreement of the parties hereto on the subjects covered herein; provided, however, that during the terms of this Contract there shall be duty upon both parties to engage in collective bargaining as is expressly provided for below in Sections 2 and 3 of this Article.

#### **SECTION 2. DUTY TO BARGAIN ON MATTERS NOT COVERED - NO ECONOMIC ACTION**

The extent that the parties hereto have a duty to engage in collective bargaining under the terms of the Southern California Rapid Transit District Law, as amended, on subjects which are not covered by this Contract, they hereby agree to bargain in good faith on all subjects during the term of this Contract; provided, however, neither party shall use any type of economic force in support of any proposals either of them may make on any such subjects.

#### **SECTION 3. DUTY TO BARGAIN ON EMPLOYEE ADVERSELY AFFECTED**

Pursuant to Section 30754 of the Southern California Rapid Transit District Law, as amended, the Authority shall make adequate provision for any employee whose wages, hours, place or conditions of employment are, or may be, adversely affected by any action of the Authority covered by Section 30754. The terms and conditions of any such adequate provision shall be a proper subject of collective bargaining between the Authority and the United Transportation Union, and the parties hereto shall collectively bargain concerning such terms and conditions; provided that during the term of this Contract, neither party shall use any type of economic force to support any proposals either of them may make on the terms and conditions of any such adequate provision.

#### **SECTION 4. NO REQUIREMENT TO CROSS PICKET LINES**

The Authority will not require employees covered by this Contract to cross a legal picket line established by another Union, or to enter or leave any location picketed by another Union.

#### **SECTION 5. LABOR MANAGEMENT COMMITTEE**

The Authority and the Union agree to establish a Labor Management Committee consisting of four (4) members appointed by the Chief Executive Officer of the Authority and four (4) members appointed by the General Chairman of the Union which will meet

on a quarterly basis during the term of this Agreement for the purpose of resolving any problem which may arise from the implementation of this Agreement.

The Scheduling Department shall also have a Labor Management Committee as described above.

## **ARTICLE 57**

### **EFFECTIVE DATE - DURATION - TERMINATION**

#### **SECTION 1. EFFECTIVE DATE - TERMINATION DATE - MODIFICATION DATE**

- (a) Except as otherwise provided herein, this Contract shall be made effective July 1, 2006 and shall remain in full force and effect to and including June 30, 2009, and shall continue in effect thereafter, unless notice in writing of termination has been served by either party upon the other not later than sixty (60) days prior to June 30, 2009. If neither party so serves such notice of termination, this contract, after June 30, 2009, may be terminated by either party serving upon the other written notice of termination not later than sixty (60) days prior to the time it is proposed to make such termination.
  
- (b) Any requests to modify or change this Contract or any portion thereof, shall be made in writing and shall be served on the other party not later than ninety (90) days prior to June 30, 2009, and in the event the Contract is in effect after such date, by reason of the provisions of Subsection (a) hereof, not later than ninety (90) days prior to the time it is proposed to make such change or modification.

#### **SECTION 2. WRITTEN INTERPRETATIONS ONLY**

After the effective date of this Contract, no interpretations of this Contract will be binding on either party to this Contract unless it is in writing and signed by the authorized representatives of the parties of this Contract.

#### **SECTION 3. SOLE AND ENTIRE AGREEMENT**

The foregoing written Agreement supersedes all oral agreements or understandings and together with all applicable side letters shall constitute the sole and entire agreement between the parties regarding the wages, hours and working conditions of the employees covered by this Agreement.

## ARTICLE 58

### WORKERS' COMPENSATION

The MTA and the UTU agree to jointly implement a Workers' Compensation campaign to improve the quality of administering the benefits of employees, increasing safety for employees, and reducing Workers' Compensation claims and expenses through:

Training

Safety Committees

Ombudsmen Program

Physicians Network

Workers' Compensation Employee Handbook

#### **Training**

The parties will agree upon a training program. The participants in the Local and Oversight Committees, in addition to the facilitators, will be trained under the program.

#### **Labor Management Training**

The MTA, after consultation with the UTU, will present the training program to employees at orientation, annual Verification of Transit Training (VTT), Basic Operation Training, Remedial Training, Defensive Driving and any other opportunity identified by the Safety Committees.

All supervisors and managers in operating divisions will be trained by the committee on methods of managing and assisting employees at the locations in processing claims, following up with an injured employee and assisting an employee in returning to work.

The Safety Committees will present training to the Workers' Compensation Claims Administrator regarding the physical nature of the work performed by MTA employees.

#### **Safety Committees**

Local Safety Committees and an Oversight Safety Committee will be established to implement the Workers' Compensation training and oversight program. The Safety Committees will be charged with developing and implementing the goals set by each Local Safety Committee and the Oversight Safety Committee.

## **Ombudsmen**

The Ombudsmen is an objective third party mutually selected by the Union and the MTA. The Ombudsman, as a neutral party, will facilitate the processing of claims, coordinating questions and responses between the injured employees and the claims handler.

## **Facilitator**

The MTA may hire one or more Facilitators mutually selected by the MTA and UTU to perform duties to advance, train and otherwise implement this program.

## **Treating Physician Network**

A Network of Treating Physicians, approved by MTA and the UTU, for Industrial Injuries may be utilized by employees who have filed a Workers' Compensation claim. The physicians who may be included in the Network, must meet the following criteria:

- All physicians are licensed to practice medicine in the State of California.
- All physicians are experienced in the handling and reporting of Workers' Compensation claims and requirements.
- 80% or more of their practice is dedicated to treating Workers' Compensation claims.



## **ADDENDUM #1**

### **SCHEDULE DEPARTMENT**

#### **DISCIPLINE**

This Labor Contract between the Los Angeles County Metropolitan Transportation Authority (LACMTA) and the United Transportation Union (UTU) is based upon a spirit of cooperation between the employees and the Authority to provide a fair and equitable basis for the parties to handle discipline matters which may be brought before them.

The parties do recognize the responsibility of each to provide fair treatment to both parties.

In order that this preamble may be effectuated to its fullest, the procedures for handling discipline matters in an amicable manner are generally outlined in this Addendum and Addendum #2 and #3.

Disciplinary action against Unit employees shall be imposed only for just cause. The parties agree that disciplinary appeals shall be subject to the grievance procedure contained in Addendum #2.

#### **SECTION 1. HEARING BEFORE DISCHARGE OR DISQUALIFICATION**

- (a) Before an employee covered by this Contract is discharged or disqualified from schedule making, a hearing shall be held at which time the employee may present his/her case. The employee and the Union shall be notified in writing of the specific charge, time and place of hearing, sufficiently in advance to afford the employee the opportunity to arrange representation and/or witnesses, if desired, with the understanding that the Authority will not compensate any such witness for time spent at hearing. The first-level hearing will be conducted by the Service Development Manager, or in his/her absence from that Department, by his/her representative.
- (b) If an employee fails to attend his/her hearing, he/she may be discharged or disqualified, whichever is applicable, unless satisfactory explanation is furnished for his/her failure to attend.
- (c) The hearing shall be convened as promptly as circumstances will reasonably permit, but in no event later than five (5) days from the date when the Schedule Maker is charged with the offense or held from service, whichever is earlier.

- (d) If, after review of a suspension, discharge or disqualification, it is mutually agreed that an employee who was suspended, discharged or disqualified, was completely blameless of charges regarding the offense, he/she shall be reinstated to his/her former position without loss of seniority and will be paid wages lost as though he/she had not been suspended or discharged.

No entry shall be made on the employee's record of such suspension, discharge or disqualification, if by mutual agreement the employee was found completely blameless.

If, however, after such a review, it is found that the employee in question was not completely blameless, then the parties may mutually agree upon a reduction of the penalty and upon what, if any, portion of the wages he/she would have earned be restored to him/her.

- (e) At any hearing or investigation, at any level of the grievance procedure, the employee and/or Union representative will be allowed to get whatever information is desired from the employee's personnel record file. There shall be forwarded to the General Chairman's office a copy of all Police Reports which are forwarded to the Service Development Manager, upon which charges are to be filed by the Authority against a Schedule Maker. The reports referred to herein are to be forwarded to the General Chairman and the Service Development Manager for preparation of the charges.

## **SECTION 2. ABSENTEEISM**

- (a) Certain absences indicated as follows will be excluded from the application of this Addendum: (1) Jury Duty; (2) Military Leave; (3) Court Appearances under Subpoena; (4) Bereavement Leave; (5) day of admission of an immediate family member to a hospital; (6) removal from service by the Authority's doctor; (7) Occupational Injury or Illness; (8) Earthquake, Fire or Flood if the employee is personally affected; (9) Absences authorized by the Department; and, (10) hospital confinement.

A tardy is an unexcused absence of less than fifty-nine (59) minutes, two tardies equal one (1) instance.

Progressive discipline schedule: (a) a sixth (6<sup>th</sup>) absence in a floating six (6) month period shall result in counseling of the employee; (b) a seventh (7<sup>th</sup>) absence or five (5) instances exceeding eighty (80) hours of lost time in a floating six (6) month period may subject the employee to a suspension of up to three (3) days; (c) an eighth (8<sup>th</sup>) absence in a floating six (6) month period may subject the employee to Section I of this Article.

An instance is considered to be an unexcused absence of one (1) hour or more.

### **SECTION 3. NOTICE BEFORE OTHER DISCIPLINE OR SUSPENSION**

Unless the employee is withheld from service pending a hearing, as covered by this Article, on a major violation, the employee will be given at least forty-eight (48) hours notification prior to being suspended for said infraction.

### **SECTION 4. REPRESENTATION BY UNION**

An employee shall be entitled to representation at any time he/she is required to attend an interview or hearing, if he/she so desires. It is understood that it is the employee's responsibility to arrange for said representation and to attend such interview or hearing at the time designated. The term "Representative" as used in this Article shall mean any Member of the General Committee of Adjustment or his/her assigned representative of the United Transportation Union.

**ADDENDUM #2**  
**SCHEDULE DEPARTMENT**  
**GRIEVANCE PROCEDURE**

**SECTION 1. TIME LIMIT ON FILING GRIEVANCES**

Claims or disputes with respect to the interpretation or application of the terms of this Contract including time claims, which are not submitted in writing on FORM UTU/MTA #1 by the Schedule Maker to the Schedule Supervisor within twenty (20) days from date of occurrence, exclusive of vacation period, will be deemed as abandoned.

**SECTION 2. TIME LIMIT ON DENYING CLAIM**

Employees will be notified in writing on FORM MTA/UTU #2 within ten (10) days when any grievance is denied.

**SECTION 3. APPEAL TO DIRECTOR OF SCHEDULES**

When grievances submitted within twenty (20) days from date of occurrence are denied, the employee, or the Union, shall have ten (10) days from date of notice denying the grievance to present an appeal in writing on FORM UTU/MTA #3 on the grievance to the Director of Schedules. When grievances are denied by the Director of Schedules or his/her representative, such denials will be made in writing on FORM MTA/UTU #2.

**SECTION 4. APPEAL TO THE HIGHEST OFFICER OF THE AUTHORITY**

If an appeal is submitted within the ten (10) day limit, as provided in Section 3, and the grievance is denied, the employee or the Union shall have ten (10) days from the date of decision to appeal to the Chief Operations Officer or his/her designated representative in writing on FORM UTU/MTA #3. If appeal is not made within the ten (10) day limit, all rights to handle the case further shall cease and all rights based on the claim shall expire.

**SECTION 5. TIME LIMITS FOR AUTHORITY DECISION ON GRIEVANCES AND APPEALS**

When grievances or appeals arising from the application or interpretation of this Contract are submitted, the Authority shall render its decision promptly and without unnecessary delay, but not later than ten (10) days from the date of submission. If the Authority fails to do so, the time limits set forth for further appeal by the Union shall be extended upon the request of the Union. Grievances appealed to higher officers shall

be decided within ten (10) days from the date of such appeal and said decision shall be in writing on MTA/UTU FORM #2. All appeals to higher officers shall be made by the Union within ten (10) days from date of decision.

#### **SECTION 6. EXTENSION OF LIMITS - APPEAL ORGANIZATION**

- (a) In computing the time limits as outlined in Sections 2, 3, 4 and 5 of this Addendum, the date shown in the postmark by the United States Post Office on the envelope containing the written grievance or appeal from the Union or the grievance response form from the Authority shall be used as the date for the computation of the respective time limit periods involved.
- (b) By agreement between the Authority and the Union, the limits set forth in this article may be extended to specific time in individual cases.

#### **SECTION 7. NOTIFICATION OF PAYMENT BY MEMORANDUM**

Within twenty (20) days from the date of allowance of a time claim which has been submitted by the Union, the Union shall be advised of such payment by appropriate memorandum.

#### **SECTION 8. CORRECTION OF OVERPAYMENT**

When overpayment are made to employees they shall be corrected but no deduction from employees' checks shall commence after sixty days from date check has been issued to the employee. These periods shall be extended when the employee has insufficient earnings to cover the overage.

#### **SECTION 9. RIGHT OF UNION TO FILE GRIEVANCES**

The Union shall have the right to file grievances for individuals or groups of individuals and such submission shall be recognized and treated as if filed by the individual or group.

#### **SECTION 10. DEFINITION OF GRIEVANCES**

The term "Grievance" as used herein means any claim, or dispute with regard to the application or interpretation of this Contract.

#### **SECTION 11. APPLICABILITY ARTICLE**

These rules covering grievances and procedures are applicable to all employees whose conditions of employment are within the scope of this Contract.

#### **SECTION 12. SINGULAR, PLURAL - MALE, FEMALE**

Words used in this Addendum in the singular number include the plural and the plural, the singular. Words appearing in the male gender include the female gender and vice versa.

**SECTION 13. EXCLUSION OF SATURDAYS, SUNDAYS AND HOLIDAYS FROM TIME LIMITS**

In computing the time limits as fixed in this Addendum, Saturdays, Sundays and Legal Holidays shall be excluded.

**SECTION 14. ONLY MEANS FOR SETTLING DISPUTES**

The provisions of this Addendum shall be the sole and exclusive means of settling a grievance or dispute arising out of the application or interpretation of this Contract.

**ADDENDUM #3**  
**SCHEDULE DEPARTMENT**  
**ARBITRATION**

**SECTION 1. APPEAL TO ARBITRATION PROCEDURE**

Grievances appealed to arbitration will be processed in accordance with Article 26, Section 7.

## **ADDENDUM #4**

### **SCHEDULE DEPARTMENT**

#### **COURT APPEARANCE AND JURY DUTY**

##### **SECTION 1. COMPENSATION FOR APPEARANCE**

The Authority agrees to compensate any employee, at the rate of pay prescribed by the terms of this Contract, less any other compensation received as a result of such appearance, for all time spent in conjunction with any legal matters involving the Authority, on behalf of the Authority, directly or indirectly, or from time spent under subpoena by the Authority in any criminal proceedings wherein his/her presence is required, due to his/her witnessing occurrences while on duty. Pay will include travel from headquarters to point of appearance, and return. Compensation will be as follows:

**A. Regular Work Day**

Employees will not be paid less than they would have received had they worked their scheduled or assigned work time.

**B. Off Duty**

Employees will receive pay at their straight time hours for time required.

**C. Vacation**

Employees will be paid their straight time rate of pay with a minimum of eight (8) hours for appearance on what would be a regular work day.

**D. Request or Subpoena by Law**

This Section covers any matters through which an employee is required to spend time by request or subpoena by the Authority or any law enforcement agency covering accidents or incidents which happen within fifty (50) feet of a Authority vehicle, even though a Authority vehicle is not involved. An employee will notify his/her Supervisor as soon as possible upon being served a subpoena.

##### **SECTION 2. INSTRUCTION TO REPORT**

The employee will be instructed to report to court or the Attorney's office only by the Authority personnel and not by representatives of the Insurance Company or Attorney's office.

##### **SECTION 3. JURY DUTY NOTICE**



Any employee receiving notice to report for examination as a prospective juror or notice of a call to jury duty shall show the notice to the Service Development Manager when required to appear before the Jury Commissioner. If, after showing the notice to the Service Development Manager, personal appearance of the employee is required, the employee shall be allowed reasonable time for such appearance. If loss of time from work is necessary for such appearance, he/she will receive a maximum of eight (8) hours' pay time at the straight time rate of pay.

#### **SECTION 4. PAYMENT FOR TIME LOST ON TRAFFIC CITATION**

The Authority agrees to compensate any employee for time lost while in court, defending himself/herself against a traffic citation received because of being involved in an unavoidable accident while on duty for the Authority. This payment will be made providing the employee is found not guilty by the court.

The Service Development Manager decision as to avoidability of the accident is subject to appeal under the provisions of Article 27 of this Contract.

## **ADDENDUM # 5**

### **SCHEDULE DEPARTMENT**

#### **TESTING, PROMOTION AND SALARY ADJUSTMENT**

The Authority will maintain the current testing and selection process for promotions into the Schedule Maker I position and from the Schedule Maker I to the Schedule Maker II position.

- (a) Testing for Schedule Maker II will be conducted annually, in September if practical.
- (b) Schedulers passing the Schedule Maker II examination will be moved laterally and not suffer a loss in salary.
- (c) All vacancies in Schedule Maker I and Schedule Maker II positions shall be filled from the existing eligibility list prior to Authority accepting Temporary Employees into position.
- (d) Extra help necessary for work peaks, shall be recruited from retired Schedule Makers who may be used for up to ninety (90) day periods of time.