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CONFIDENTIAL

# AGREEMENT

between

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

and

TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION

EFFECTIVE JUNE 30, 1988 TO JUNE 29, 1991

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TABLE OF CONTENTS


| ART. | DESCRIPTION | PAGE |
|---|---|---|
| | PREAMBLE | I |
| | DEFINITION | II |
| | RECOGNITION | III |
| 1 | SCOPE | 1 |
| 2 | RATES AND BASIS OF PAY | 4 |
| 3 | SHIFT PREMIUM/SPECIAL WAGE PROVISIONS | 17 |
| 4 | RATING POSITIONS | 19 |
| 5 | HOURS OF SERVICE | 20 |
| 6 | STARTING TIME | 23 |
| 7 | OVERTIME | 24 |
| 8 | MEAL PERIOD | 26 |
| 9 | TRAVEL TIME | 27 |
| 10 | NOTIFIED OR CALLED | 29 |
| 11 | SENIORITY | 30 |
| 12 | SENIORITY ROSTERS | 33 |
| 13 | TRANSFERRING | 35 |
| 14 | PROMOTIONS, ASSIGNMENTS AND DISPLACEMENTS | 36 |
| 15 | FILLING OF POSITIONS | 37 |
| 16 | POSITIONS ABOLISHED, DISPLACEMENTS AND REDUCTION IN FORCE | 41 |
| 17 | SHORT VACANCIES | 43 |

| | | |
|---|---|---|
| 18 | FORMER POSITIONS VACANT | 45 |
| 19 | ABSENCES | 46 |
| 20 | APPOINTMENT TO NON-CONTRACT POSITIONS AND POSITIONS IN ANOTHER CRAFT | 48 |
| 21 | DISPLACEMENT ON RETURN FROM LEAVE OF ABSENCE | 49 |
| 22 | PROBATIONARY PERIOD | 50 |
| 23 | POSTING NOTICES | 51 |
| 24 | STATEMENT OF SERVICE | 52 |
| 25 | EQUIPMENT FURNISHED | 53 |
| 26 | BOND PREMIUM | 55 |
| 27 | HEALTH AND SAFETY | 56 |
| 28 | WITNESS/JURY DUTY | 57 |
| 29 | BUSINESS DEVELOPMENT OPERATING FACILITY | 59 |
| 30 | DISCIPLINE INVESTIGATION | 61 |
| 31 | FILING OF CLAIMS - PROCEDURES - LIMITATIONS | 63 |
| 32 | ARBITRATION PROCEDURE | 65 |
| 33 | TRANSPORTATION PRIVILEGES | 67 |
| 34 | HOLIDAYS | 68 |
| 35 | VACATIONS | 70 |
| 36 | SICK LEAVE | 73 |
| 37 | HEALTH AND WELFARE | 75 |
| 38 | PENSION PLAN | 77 |
| 39 | GROUP LIFE INSURANCE | 78 |
| 40 | BEREAVEMENT LEAVE | 80 |

41 SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN 81

42 UNION SHOP 85

43 REPRESENTATION 87

44 FAIR LABOR STANDARD ACT APPLICATION 88

45 EFFECTIVE DATES - DURATION - TERMINATION 89

SIGNATURE PAGE 90

APPENDIX I RATES OF PAY 91

APPENDIX II COST OF LIVING ALLOWANCE 93

## PREAMBLE

The obligation that rests upon the Southern California Rapid Transit District (District) to provide, and the employees to render honest, courteous and efficient service is recognized.

A spirit of cooperation between the employees and the District is essential to safe and efficient maintenance and operations, and both parties agree to so conduct themselves. The responsibility for success rests equally with the employees and the District.

## DEFINITION

The words used in the singular in this Agreement include the plural, and words used in the plural include the singular to the extent applicable.

## RECOGNITION

The Southern California Rapid Transit District recognizes the Transportation Communications International Union as the exclusive bargaining agent for employees as listed in Article 2.

For the purposes of this Agreement, the term "Union" shall refer to the Transportation Communications International Union; the term "District" shall refer to the Southern California Rapid Transit District; the term "employee" in singular or plural shall refer to persons represented by the Union.

## ARTICLE 1

## SCOPE

a) These rules shall govern the hours of service, rates of pay and working conditions of employees engaged in the work of the craft or class of clerical office, station and storehouse employees, as indicated by Article 2, subject to such modifications and exceptions as are set forth herein. Positions coming within the scope of this Agreement belong to the employees covered thereby and nothing in this Agreement shall be construed to permit the removal of positions or work from the application of these rules, except by agreement between the parties signatory hereto.

b) The employees who regularly perform the duties of writing and calculating incident to keeping records and accounts, rendition of bills, reports and statements, handling of correspondence and similar work; and to the operation of office or station mechanical equipment requiring special skill and training, such as typewriters, adding and calculating machines, word processors, key to disc keypunch machines, dictaphones, bookkeeping machines, teletype and other similar equipment.

c) Other office, station, warehouse and store employees, including office persons, messengers, baggage and mail handlers, parcel room employees, telephone switchboard operators, janitors, mopper-waxer and Red Caps.

d) When classification does not conform to this Article, employees performing service in the classes specified shall be classified accordingly.

e) The following positions shall be excepted from the Promotion, Assignment and Displacement rules of this agreement:

Assignment Coordination Clerk (3)
Supervising Control Clerk (4)
Passenger Service Representative (5)
Supervising Accounts Clerk (1)
Supervising Accounts Payable Clerk (3)
Supervising Data Entry Operator (1)
Ticket Office and Reports Clerk - Reduced Fare (1)

f) The work entailed in data input and retrieval on any electronic system, i.e., computers, consoles, video display units or facsimile devices which result in the keeping of records and accounts, rendition of bills, reports and statements, handling of correspondence and similar work, that may or may not require special training because of new methods which may require special skills and training, shall be performed exclusively by employees covered by this Agreement. Certain exceptions to this understanding may be made by agreement between the parties. The exceptions agreed to as part of this Agreement are as follows:

1) Non-Contract and the ATU employees may operate the above listed equipment/devices only for setting up and testing of new systems or methods.

2) Certain employees not covered by this Agreement may utilize any electronic system in an interactive mode, meaning the user must have sufficient knowledge of results sought in order to enter appropriate information to initiate a response, which is directly related to his/her daily duties and based on the computer output may input additional information only to get a further response.

3) Data inquiries including producing a hard copy of existing data, may be undertaken by Non-Contract employees and UTU Schedule Makers by this Agreement provided such inquiries are directly related to their day to day activities.

4) Confidential material may be input by Non-Contract employees.

5) All District employees may utilize the badge cards to activate the badge reader to enter information such as clocking on/off and jobbing on/off.

g) The District will, when possible, provide the Union with sixty (60) days advance notice of the installation or utilization of new electronic systems such as those listed in Section f, Paragraph 1 with a brief outline as to its utilization. If the Union identifies the usage of the equipment as a potential Scope Rule violation, they may request a meeting with a representative from Employee Relations to acquire further information regarding the use and assignment of said equipment.

In the event the District is not able to provide the Union with enough advance notice they may request to conduct a joint check of the work being performed. The Union will provide the District with a minimum of seventy-two (72) hours advance notice and the joint check will be conducted by the Union's Vice General Chairman and the Director of Employee Relations or their representatives.

h) The District shall provide a minimum of ninety (90) days advance notice to any member of the bargaining unit whose job is to be eliminated as a result of automation or the introduction of new equipment or methods. Such employees shall be guaranteed an opportunity for training on a job for which there is a current demand at the District. Such training will be at District expense and will, to the extent practicable, be provided on District time. No employee's pay shall be cut because of participating in this training program.

The District shall provide on the job training to any member of the bargaining unit whose job requirements are to be significantly changed as a result of automation or the introduction of new equipment or methods. The employee shall have sixty ~~(60)~~ days in which to demonstrate fitness and ability in the use of new equipment or in the new methods of performing the duties of the position.

i) Any employee whose position is directly or indirectly eliminated as a result of the utilization of an electronic system and cannot hold an assignment coming under the scope of this Agreement may elect to be furloughed under the provisions of this Agreement or may resign and accept a separation payment according to the following separation pay scale. An employee who elects to accept the separation pay shall not be subject to call to return to service.

| LENGTH OF SERVICE | SEPARATION ALLOWANCE |
|---|---|
| 1 year and less than 2 years | 3 Months' pay |
| 2 years and less than 3 years | 6 Months' pay |
| 3 years and less than 5 years | 9 Months' pay |
| 5 years and over | 12 Months' pay |

j) The District will cooperate with the Union in verifying that the work entailed in data input and retrieval as specified in this Article is performed by members of the Union. An on the spot joint check will be made at the request of the Vice General Chairman or Local Chairman upon seventy-two ~~(72)~~ hours advance notice.

The Union's joint check committee will consist of not more than four (4) persons.

After a joint check is completed the District and Union representatives shall meet at their earliest convenience in an effort to resolve matters that may be in dispute.

## ARTICLE 2

## RATES AND BASIS OF PAY

a) Rates of pay for employees covered by this Agreement shall be as indicated in this Article.

b) Nothing herein contained shall be construed to permit the reduction of days for regular assigned employees covered by this Agreement below five (5) days per week except that this number may be reduced in a week in which holidays, specified in Article 34, occur within the five (5) days constituting the work week to the extent of such holidays.

c) Employees will be paid on a minute basis for all service performed at the rates of pay for each classification of work as shown in this Article.

d) Pay periods will end every other Saturday night to include all 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. (Every effort will, nevertheless, be made to issue pay checks during the week when the holiday falls. If unable to issue checks and make delivery on Friday, the checks will be issued not later than the following Monday.)

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED AFTER SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **ACCOUNTING & FISCAL** | | | |
| Mail & Duplicating Clerk | $11.03 | $11.24 | $11.45 |
| Typist Clerk | 11.17 | 11.38 | 11.59 |
| Records Clerk | 11.17 | 11.38 | 11.59 |
| Accounts Clerk | 11.40 | 11.61 | 11.82 |
| Clerk | 11.40 | 11.61 | 11.82 |
| Payroll Clerk | 11.40 | 11.61 | 11.82 |
| Revenue Clerk | 11.40 | 11.61 | 11.82 |
| Disbursement Typist | 11.40 | 11.61 | 11.82 |
| Accts. Payable Clerk | 11.46 | 11.67 | 11.88 |
| Sr. Accts. Payable Clerk | 11.61 | 11.82 | 12.03 |
| Cash Clerk | 11.82 | 11.93 | 12.14 |
| Vault Truck Driver | 11.96 | 12.17 | 12.38 |
| Supv. Accts. Payable Clerk | 12.49 | 12.70 | 12.91 |
| Supv. Accts. Clerk | 12.49 | 12.70 | 12.91 |
| Supv. Control Clerk | 12.49 | 12.70 | 12.91 |
| **BUS FACILITIES** | | | |
| Technician Aide | 10.87 | 11.08 | 11.29 |
| **CONTRACTS PROCUREMENT & MATERIELS (GENERAL OFFICE)** | | | |
| Records Clerk | 11.17 | 11.38 | 11.59 |
| Typist Clerk | 11.17 | 11.38 | 11.59 |
| Clerk | 11.40 | 11.61 | 11.82 |
| Order Typist | 11.56 | 11.77 | 11.98 |
| General Clerk | 11.70 | 11.91 | 12.12 |
| Word Processor Operator I* | 13.31 | 13.52 | 13.73 |

*Position paid at the pre-1979 rate of pay

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED AFTER SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **CONTRACTS, PROCUREMENT & MATERIELS** | | | |
| Utility "A" | $11.12 | $11.33 | $11.54 |
| Kardex Clerk | 11.56 | 11.77 | 11.98 |
| Stock Clerk | 11.97 | 12.18 | 12.39 |
| Junior Price Clerk | 11.89 | 12.10 | 12.31 |
| Truck Driver Clerk | 11.89 | 12.10 | 12.31 |
| Senior Price Clerk | 12.10 | 12.31 | 12.52 |
| Materiel Control Clerk | 12.50 | 12.71 | 12.92 |
| Receiving Dock Storekeeper | 12.50 | 12.71 | 12.92 |
| Storekeeper | 12.50 | 12.71 | 12.92 |
| Travelling Storekeeper | 12.50 | 12.71 | 12.92 |
| **CUSTOMER RELATIONS** | | | |
| Mail & Duplicating Clerk | 11.03 | 11.24 | 11.45 |
| Typist Clerk | 11.17 | 11.38 | 11.59 |
| Info/Schedule Room Clerk | 11.31 | 11.52 | 11.73 |
| Telephone Information Clerk | 11.31 | 11.52 | 11.73 |
| Ticket Information Clerk | 11.56 | 11.77 | 11.98 |
| Word Processor Operator I* | 13.31 | 13.52 | 13.73 |
| Passenger Service Rep. | 12.38 | 12.59 | 12.80 |
| **FACILITIES MAINTENANCE** | | | |
| Word Processor Operator I* | 13.31 | 13.52 | 13.73 |
| General Clerk II | 11.60 | 11.81 | 12.02 |
| Equipment Records Specialist | 12.50 | 12.71 | 12.92 |

*Position paid at the pre-1979 rate of pay

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED AFTER SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **INSURANCE** | | | |
| Typist Clerk | $11.17 | $ 11.38 | $ 11.59 |
| **GENERAL SERVICES** | | | |
| Janitor | 10.55 | 10.76 | 10.97 |
| Mopper Waxer | 10.87 | 11.08 | 11.29 |
| Messenger Clerk | 11.09 | 11.30 | 11.51 |
| Lead Mopper-Waxer | 11.17 | 11.38 | 11.59 |
| Clerk | 11.40 | 11.61 | 11.82 |
| Mail Carrier | 11.62 | 11.83 | 12.04 |
| **MAINTENANCE & EQUIPMENT - GENERAL OFFICE** | | | |
| Typist Clerk | 11.17 | 11.38 | 11.59 |
| Clerk | 11.40 | 11.61 | 11.82 |
| Mileage Clerk | 11.40 | 11.61 | 11.82 |
| Stenographer | 11.56 | 11.77 | 11.98 |
| Word Processor Operator I* | 13.31 | 13.52 | 13.73 |
| General Clerk II | 11.60 | 11.81 | 12.02 |
| General Clerk | 11.70 | 11.91 | 12.12 |
| General Clerk I | 11.86 | 12.07 | 12.28 |
| Assignment Coordination Clerk | 12.50 | 12.71 | 12.92 |
| Vehicle Verifier | 12.50 | 12.71 | 12.92 |
| **MAINTENANCE & EQUIPMENT** | | | |
| Equipment Records Specialist | 12.50 | 12.71 | 12.92 |
| Sr. Equip. Records Specialtist | 12.74 | 12.95 | 13.16 |

*Position paid at the pre-1979 rate of pay

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED AFTER SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **MANAGEMENT INFORMATION SYSTEMS** | | | |
| Messenger Clerk | $11.09 | $11.30 | $11.51 |
| Typist Clerk | 11.17 | 11.38 | 11.59 |
| Data Entry Operator | 11.40 | 11.61 | 11.82 |
| Supv. Data Entry Operator | 11.57 | 11.78 | 11.99 |
| Data Control Specialist | 11.58 | 11.79 | 12.00 |
| Data Control Processing Library Clerk | 12.10 | 12.31 | 12.52 |
| Data Processing Document Clerk | 12.10 | 12.31 | 12.52 |
| Equipment Inventory Specialist | 12.50 | 12.71 | 12.92 |
| Data Processor Operator I* | 12.31 | 12.52 | 12.73 |
| Data Processor Operator II* | 14.52 | 14.73 | 14.94 |
| Lead Data Processor Operator* | 14.87 | 15.08 | 15.29 |
| **MARKETING** | | | |
| Typist Clerk | 11.17 | 11.38 | 11.59 |
| Clerk | 11.40 | 11.61 | 11.82 |
| General Clerk - Marketing | 11.48 | 11.69 | 11.90 |
| General & Ticket Clerk | 11.82 | 12.03 | 12.24 |
| Ticket Clerk | 11.82 | 12.03 | 12.24 |
| Relief Ticket Clerk | 12.05 | 12.26 | 12.47 |
| General & Ticket Clerk 1 | 12.08 | 12.29 | 12.50 |
| Ticket Office & Reports Clerk | 12.33 | 12.54 | 12.75 |
| Agents** | | | |
| Lost Article Clerks** | | | |
| Ticket Stock Clerk** | | | |
| Baggage Clerks** | | | |
| Chief Clerk - Ticket Clerk Offices** | | | |
| Supervisory Ticket Clerk Office** | | | |
| Report Clerk in Ticket Office** | | | |
| General & Ticket Clerk** | | | |

*Position paid at the pre-1979 rate of pay

**Titles are carried without pay rates. Should the positions be established

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED AFTER SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **OPERATIONS CONTROL AND SERVICES** | | | |
| Service Director | $12.32 | $12.53 | $12.74 |
| Supervising Service Director | 13.17 | 13.38 | 13.59 |
| **PERSONNEL** | | | |
| Records Clerk | 11.17 | 11.38 | 11.59 |
| Typist Clerk | 11.17 | 11.38 | 11.59 |
| Clerk | 11.40 | 11.61 | 11.82 |
| Pension & Insurance Clerk | 11.56 | 11.77 | 11.98 |
| Word Processing Operator I* | 13.31 | 13.52 | 13.73 |
| General Clerk II | 11.60 | 11.81 | 12.02 |
| Personnel Clerk | 12.34 | 12.55 | 12.76 |
| **PLANNING** | | | |
| Data Technician* | 14.31 | 14.52 | 14.73 |
| **PRINTING** | | | |
| Photocopying Machine Operator | 11.17 | 11.38 | 11.59 |
| Typist Clerk | 11.17 | 11.38 | 11.59 |
| Bindery Operator I | 11.70 | 11.91 | 12.12 |
| Typesetting Layout Operator* | 13.99 | 14.20 | 14.41 |
| Timetable Storekeeper | 12.50 | 12.71 | 12.92 |
| Bindery Operator II* | 14.26 | 14.47 | 14.68 |
| Printer I | 12.67 | 12.88 | 13.09 |
| Photolithographic Processing Oper.* | 18.25 | 18.46 | 18.67 |
| Printer II* | 18.25 | 18.46 | 18.67 |

*Position paid at the Pre-1979 rate of pay

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED AFTER SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **SCHEDULES** | | | |
| Schedule Typist | $11.22 | $11.43 | $11.64 |
| Data Entry Operator | 11.40 | 11.61 | 11.82 |
| Word Processing Operator I* | 13.31 | 13.53 | 13.74 |
| Mileage Calculator | 12.98 | 13.19 | 13.40 |
| Schedule Clerk | 12.98 | 13.32 | 13.53 |
| Senior Mileage Calculator | 13.11 | 13.19 | 13.40 |
| Data Technician* | 14.31 | 14.52 | 14.73 |
| **STOPS & ZONES** | | | |
| Typist Clerk | 11.17 | 11.38 | 11.59 |
| Clerk, Stops & Zones | 12.85 | 13.06 | 13.27 |
| **TRANSPORTATION** | | | |
| Typist Clerk | 11.17 | 11.38 | 11.59 |
| Division Stenographer | 11.56 | 11.77 | 11.98 |
| Stenographer | 11.56 | 11.77 | 11.98 |
| Word Processing Operator I* | 13.31 | 13.53 | 13.74 |
| **TRANSIT SYSTEMS DEVELOPMENT** | | | |
| Word Processing Operator I* | 13.31 | 13.53 | 13.74 |
| Data Technician* | 14.31 | 14.52 | 14.73 |

*Position paid at the pre-1979 rate of pay

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED PRIOR TO SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **ACCOUNTING & FISCAL** | | | |
| Mail & Duplicating Clerk | $12.74 | $12.95 | $13.16 |
| Typist Clerk | 12.88 | 13.09 | 13.30 |
| Records Clerk | 12.88 | 13.09 | 13.30 |
| Accounts Clerk | 13.11 | 13.32 | 13.53 |
| Clerk | 13.11 | 13.32 | 13.53 |
| Payroll Clerk | 13.11 | 13.32 | 13.53 |
| Revenue Clerk | 13.11 | 13.32 | 13.53 |
| Disbursement Typist | 13.11 | 13.32 | 13.53 |
| Accts. Payable Clerk | 13.18 | 13.39 | 13.60 |
| Sr. Accts. Payable Clerk | 13.34 | 13.55 | 13.76 |
| Cash Clerk | 13.56 | 13.77 | 13.98 |
| Vault Truck Driver | 13.70 | 13.91 | 14.12 |
| Supv. Accts. Payable Clerk | 14.25 | 14.46 | 14.67 |
| Supv. Accts. Clerk | 14.25 | 14.46 | 14.67 |
| Supv. Control Clerk | 14.25 | 14.46 | 14.67 |
| **BUS FACILITIES** | | | |
| Technician Aide | 12.58 | 12.79 | 13.00 |
| **CONTRACTS PROCUREMENT & MATERIELS (GENERAL OFFICE)** | | | |
| Records Clerk | 12.88 | 13.03 | 13.30 |
| Typist Clerk | 12.88 | 13.09 | 13.30 |
| Clerk | 13.11 | 13.32 | 13.53 |
| Order Typist | 13.29 | 13.50 | 13.71 |
| Word Processor Operator I | 13.31 | 13.52 | 13.73 |
| General Clerk | 13.43 | 13.64 | 13.85 |

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED PRIOR TO SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **CONTRACTS, PROCUREMENT & MATERIELS** | | | |
| Utility "A" | $12.83 | $13.04 | $13.25 |
| Kardex Clerk | 13.29 | 13.50 | 13.71 |
| Stock Clerk | 13.70 | 13.91 | 14.12 |
| Junior Price Clerk | 13.63 | 13.84 | 14.05 |
| Truck Driver Clerk | 13.79 | 14.00 | 14.21 |
| Senior Price Clerk | 13.85 | 14.06 | 14.27 |
| Materiel Control Clerk | 14.26 | 14.47 | 14.68 |
| Receiving Dock Storekeeper | 14.26 | 14.47 | 14.68 |
| Storekeeper | 14.26 | 14.47 | 14.68 |
| Travelling Storekeeper | 14.26 | 14.47 | 14.68 |
| **CUSTOMER RELATIONS** | | | |
| Mail & Duplicating Clerk | 12.74 | 12.95 | 13.16 |
| Typist Clerk | 12.88 | 13.09 | 13.30 |
| Info/Schedule Room Clerk | 13.04 | 13.25 | 13.46 |
| Telephone Information Clerk | 13.04 | 13.25 | 13.46 |
| Ticket Information Clerk | 13.29 | 13.50 | 13.71 |
| Passenger Service Rep. | 14.14 | 14.35 | 14.56 |
| Word Processor Operator | 13.31 | 13.52 | 13.73 |
| **FACILITIES MAINTENANCE** | | | |
| Word Processor Operator I | 13.31 | 13.52 | 13.73 |
| General Clerk II | 13.33 | 13.45 | 13.75 |
| Equipment Records Specialist | 14.26 | 14.47 | 14.68 |

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED PRIOR TO SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **INSURANCE** | | | |
| Typist Clerk | $12.88 | $13.09 | $13.30 |
| **GENERAL SERVICES** | | | |
| Janitor | 12.23 | 12.44 | 12.65 |
| Mopper Waxer | 12.58 | 12.79 | 13.00 |
| Messenger Clerk | 12.80 | 13.01 | 13.22 |
| Lead Mopper-Waxer | 12.88 | 13.09 | 13.30 |
| Clerk | 13.11 | 13.32 | 13.53 |
| Mail Carrier | 13.25 | 13.46 | 13.67 |
| **MAINTENANCE & EQUIPMENT - GENERAL OFFICE** | | | |
| Typist Clerk | 12.88 | 13.09 | 13.30 |
| Clerk | 13.11 | 13.32 | 13.53 |
| Mileage Clerk | 13.11 | 13.32 | 13.53 |
| Stenographer | 13.29 | 13.50 | 13.71 |
| Word Processor Operator I | 13.31 | 13.52 | 13.73 |
| General Clerk II | 13.33 | 13.54 | 13.75 |
| General Clerk | 13.43 | 13.64 | 13.85 |
| General Clerk I | 13.69 | 13.90 | 14.11 |
| Assignment Coordination Clerk | 14.26 | 14.47 | 14.68 |
| Vehicle Verifier | 14.26 | 14.47 | 14.68 |
| **MAINTENANCE & EQUIPMENT** | | | |
| Equipment Records Specialist | 14.26 | 14.47 | 14.68 |
| Sr. Equipment Records Specialist | 14.52 | 14.73 | 14.94 |

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED PRIOR TO SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **MANAGEMENT INFORMATION SYSTEMS** | | | |
| Messenger Clerk | $12.80 | $13.01 | $13.22 |
| Typist Clerk | 12.88 | 13.09 | 13.30 |
| Data Entry Operator | 13.11 | 13.32 | 13.52 |
| Supervisory Data Entry Operator | 13.30 | 13.51 | 13.72 |
| Equipment Inventory Specialist | 14.26 | 14.47 | 14.68 |
| Data Control Specialist | 13.31 | 13.52 | 13.73 |
| Data Processing Library Clerk | 13.85 | 14.06 | 14.27 |
| Data Processing Document Clerk | 13.85 | 14.06 | 14.27 |
| Data Processing Operator I | 12.31 | 12.52 | 12.73 |
| Data Processor Operator II | 14.52 | 14.73 | 14.94 |
| Lead Data Processor Opeator | 14.87 | 15.08 | 15.29 |
| **MARKETING** | | | |
| Typist Clerk | 12.88 | 13.09 | 13.30 |
| Clerk | 13.11 | 13.32 | 13.53 |
| General Clerk - Marketing | 13.20 | 13.41 | 13.62 |
| General & Ticket Clerk | 13.56 | 13.77 | 13.98 |
| Ticket Clerk | 13.56 | 13.77 | 13.98 |
| Relief Ticket Clerk | 13.79 | 14.00 | 14.21 |
| General & Ticket Clerk 1 | 13.82 | 14.03 | 14.24 |
| Ticket Office & Reports Clerk | 14.09 | 14.30 | 14.51 |
| Agents** | | | |
| Lost Article Clerks** | | | |
| Ticket Stock Clerk** | | | |
| Baggage Clerks** | | | |
| Chief Clerk - Ticket Offices** | | | |
| Supervisory Ticket Clerk Office** | | | |
| Report Clerk in Ticket Office** | | | |
| General & Ticket Clerk** | | | |

**Titles are carried without pay rates. Should the positions be established the Union and District shall meet to establish rates of pay.

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED PRIOR TO SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **OPERATIONS CONTROL AND SERVICES** | | | |
| Service Director | $14.08 | $14.29 | $14.50 |
| Supervising Service Director | 14.95 | 15.16 | 15.37 |
| **PERSONNEL** | | | |
| Records Clerk | 12.88 | 13.09 | 13.30 |
| Typist Clerk | 12.88 | 13.09 | 13.30 |
| Clerk | 13.11 | 13.32 | 13.53 |
| Pension & Insurance Clerk | 13.29 | 13.50 | 13.71 |
| Word Processing Operator I | 13.31 | 13.52 | 13.73 |
| General Clerk II | 13.33 | 13.54 | 13.75 |
| Personnel Clerk | 14.10 | 14.31 | 14.52 |
| **PLANNING** | | | |
| Data Technician* | 14.31 | 14.52 | 14.73 |
| **PRINTING** | | | |
| Photocopying Machine Operator | 12.88 | 13.09 | 13.30 |
| Typist Clerk | 12.88 | 13.09 | 13.30 |
| Bindery Operator I | 13.43 | 13.64 | 13.85 |
| Bindery Operator II | 14.26 | 14.47 | 14.68 |
| Typesetting Layout Operator | 13.99 | 14.20 | 14.41 |
| Timetable Storekeeper | 14.26 | 14.47 | 14.68 |
| Printer I | 14.43 | 14.64 | 14.85 |
| Photolithographic Processing Oper. | 18.25 | 18.46 | 18.67 |
| Printer II | 18.25 | 18.46 | 18.67 |

TCU EMPLOYEES
HOURLY WAGE RATES FOR
EMPLOYEES HIRED PRIOR TO SEPTEMBER 1, 1979

| DEPARTMENT & CLASSIFICATION | 06/30/88 BASE RATE | 06/30/89 BASE RATE | 06/30/90 BASE RATE |
|---|---|---|---|
| **SCHEDULES** | | | |
| Schedule Typist | $12.93 | $13.14 | $13.35 |
| Data Entry Operator | 13.41 | 13.62 | 13.83 |
| Word Processing Operator I | 13.31 | 13.52 | 13.73 |
| Mileage Calculator | 14.76 | 14.97 | 15.18 |
| Schedule Clerk | 14.76 | 14.97 | 15.18 |
| Senior Mileage Calculator | 14.89 | 15.10 | 15.31 |
| Data Technician* | 14.31 | 14.52 | 14.73 |
| **STOPS & ZONES** | | | |
| Typist Clerk | 12.88 | 13.09 | 13.30 |
| Clerk, Stops & Zones | 14.63 | 14.84 | 15.05 |
| **TRANSPORTATION** | | | |
| Typist Clerk | 12.88 | 13.09 | 13.30 |
| Division Stenographer | 13.29 | 13.50 | 13.71 |
| Stenographer | 13.29 | 13.50 | 13.71 |
| Word Processing Operator I | 13.31 | 13.52 | 13.73 |
| **TRANSIT SYSTEMS DEVELOPMENT** | | | |
| Word Processing Operator I | 13.31 | 13.53 | 13.73 |
| Data Technician* | 14.31 | 14.52 | 14.73 |

ARTICLE 3

SPECIAL WAGE PROVISIONS

a) SHIFT PREMIUMS

1) For the purpose of arriving at the application of the shift differential, the work scheduled shall be as follows:

Day Shift.....7:00 A.M. to 5:00 P.M.

Swing Shift.....3:00 P.M. to 12:00 Midnight

Night Shift.....11:30 P.M. to 8:00 A.M.

2) A shift premium of twenty cents (20¢) per hour shall be paid for assignments of which time the major portion is worked between the hours of 3:00 P.M. and 12:00 Midnight. A shift premium of thirty cents (30¢) per hour shall be paid for assignments of which the major portion is worked between the hours of 11:30 P.M. and 8:00 A.M.

3) It is understood that overtime performed on the day shift assignment does not entitle the employee to shift differential.

b) TRAINING

1) Employees who are instructed by their supervisor to train another employee during regular working hours, shall receive an additional $1.25 per hour for all time actually spent in such training.

2) It is understood that this payment shall be made only for bona fide training of another employee and does not cover such non-training items as answering questions, exchanging of information, or changes in routine procedures.

c) BILINGUAL DIFFERENTIAL

1) The District may establish bilingual positions in the Marketing and Communications and the Customer Relations Departments, and Porta Printer positions in Customer Relations Department.



S.C.R.T.D. LIBRARY

2) Positions identified as bilingual and Porta Printer shall be rated at twenty-five cents (25¢) per hour above the established rate of pay for the job classification which is to perform bilingual service. Such payment shall commence on the date of the employee's appointment to the position.

3) The District may establish Customer Centers as bilingual locations. In a bilingual location all employees who are successful on the verbal proficiency test for the approved language shall be paid a twenty-five cents (25¢) per hour bilingual differential.

The bilingual designated Customer Centers are:

1. East Los Angeles
2. El Monte
3. Headquarters and Reduced Fare Office
4. Cal Mart
5. Van Nuys

In situations where an employee is required by management to work at another location, he/she shall retain the twenty-five cents (25¢) per hour bilingual differential. The bilingual differential will not apply when employees: (1) change classification in exercise of seniority choice to take assignments, or after displacements in a non-bilingual location; (2) are assigned to fill vacancies or new positions under the provisions of Article 15 at a non-bilingual location.

The District and the Union may meet during the term of this Agreement to determine if there is a need to add or delete any of the bilingual locations listed above.

4) The District may establish nine percent (9%) of the existing assignments in the Customer Relations Department (Telephone Information) as bilingual with the understanding that not more than two (2) of these assignments will be established on any shift. The District may establish Porta Printer shifts to furnish information to our deaf patrons.

5) The procedure to fill bilingual or Porta Printer positions in the Customer Relations Department (Telephone Information) is as follows:

Open positions will be advertised for bids among all Telephone Information Clerks on Roster No. 2. In the event bilingual and Porta Printer positions are not filled by present Telephone Information Clerks, the District may hire additional persons to fill the positions. The new bilingual and Porta Printer Clerks hired for this purpose will be required to remain on the assigned position for a period of six (6) months from the completion of their training period.

## ARTICLE 4

## RATING POSITIONS

a) The wages for new positions shall be in conformity with the wages for positions of a similar kind within the scope of this Agreement.

b) Established positions shall not be discontinued and new ones created under different titles covering relatively the same kind of work for the purpose of reducing the rates of pay or evading the application of these rules. The District shall not transfer work and/or duties from one position to another position that has a different title or work location except by agreement between the District and the Union. This does not preclude the transfer of work within the same office, nor the temporary assignment of other duties to any position.

c) Employees temporarily or permanently assigned to higher rated positions shall receive the higher rate while occupying such positions. Employees temporarily assigned to perform higher rated duties shall be compensated at the higher rate for the time actually spent with a minimum of one (1) hour's pay. If the District requires an employee in a department, division or work location to perform higher rated duties on eleven (11) days in a calendar month, except when such work is being performed on the position of an employee on vacation or absent due to sickness, the position of the employee performing the higher rated work will then be advertised at the higher rate for seniority choice. Employees temporarily assigned to lower rated positions shall not have their rates reduced.

A "temporary assignment" contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, where the regular occupant of the position is absent, or where the temporary assignee does the work irrespective of the presence of the regular employee.

d) Positions (not employees) shall be rated for pay purposes and the transfer of rates of pay from one (1) positon to another shall not be permitted.

## ARTICLE 5

## HOURS OF SERVICE

a) DAY'S WORK

Except as otherwise provided in this Agreement, eight (8) consecutive hours or less, exclusive of the meal period, shall constitute a day's work for which eight (8) hours pay will be allowed.

Employees who lay off of their own accord before completion of the day's work will be paid for actual time worked at the applicable rate.

The terms "positions" and "work" used in this Article refer to service, duties or operations performed a specified number of days per week which remains the same for any employee who holds the position and/or performs the work.

The District will maintain, for all regularly assigned employees subject to this Agreement, a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7); so far as practicable, the days off shall be Saturday and Sunday.

b) REGULAR RELIEF ASSIGNMENTS

All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

c) REST DAYS OF EXTRA EMPLOYEES

To the extent extra employees may be utilized under applicable rules of this Agreement, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment. An extra employee is a furloughed employee who may be called back to service to work a short vacancy.

d) BEGINNING OF WORK WEEK

The term "work week" for employees shall mean a period of seven (7) consecutive days starting with Sunday.

e) DISTRICT RELIEF POOL

The parties signatory hereto recognize that due to the varying needs of each department, the following general procedures which are hereinafter set forth for the establishment and maintenance of District Relief Pools, may require alteration in order to meet the needs of each department. Accordingly, the designated representatives of the parties signatory hereto shall meet to establish the necessary guidelines to implement the provisions of this Article. If the designated representatives are unable to reach an agreement on such guidelines, the Director of Employee Relations and the General Chairman or their designated representatives, shall promptly meet to resolve such differences.

1. (a) A Guaranteed Rotating District Relief Pool (DRP) may be established in each department. The DRP employees will be notified or called to work on a rotating basis, first-in, first-out.

(b) Where a District Relief Pool is created, the DRP positions shall be regularly assigned and bulletined under Article 15, except such bulletins will not designate regularly assigned rest days and duties. The pay for such positions will be at the rate for the positions being protected, or of the work being performed, or the training rate when applicable.

(c) DRP employees will have their wages reduced by eight (8) hours for each day the employee does not work or train due to the employee's failure to respond when work or training is available.

2. (a) When a vacancy exists, and if it is to be filled, qualified employees in the DRP for that department will be used to fill such vacancy before applying the provisions of Article 17(b) 2, provided the employees are available at the straight time rate. DRP employees shall have no claim to work more than forty (40) straight time hours in their work week beginning with Sunday.

3. a) DRP employees not protecting a vacancy, nor performing extra work on any day, may be trained on any position or in a classroom environment as determined by management.

(b) DRP employees may be trained continuously on specific positions until qualified rather than used to protect vacancies. It is intended that employees will be trained for

all positions on their roster. An employee may be assigned to train on a position immediately prior to a known vacancy in order to properly assume the duties; however, this is not to be used to permit certain employees to work the more favorable positions.

4. The standard method of calling DRP employees will be by telephone, and if an employee does not have a telephone of his/her own, he/she must furnish a telephone number where he/she can be contacted. DRP employees shall hold themselves available for call daily at their designated calling places, during availability periods which shall be specified for each department. In case of failure to respond to a call made during the established calling periods, eight (8) hours will be deducted from the employees' guaranteed forty (40) hours during the work week. Employees who are not available during the call-in period may be subject to disciplinary action for being absent without permission and also charged with an instance of absence. DRP employees may be called outside the established calling period to protect vacancies or to be trained and if contacted must train on or protect the vacancy for which called; however, if the employee is not contacted under these circumstances, he/she will not be charged with missing a call.

5. DRP employees who move from one assignment to another shall be placed in such a way as to afford the employee at least eight (8) hours rest between assignments.

6. An employee displacing in the DRP shall displace the junior employee in the DRP.

7. While it is in the intent of this Article that District Relief Pools may be established, it is understood that not all departments may require a District Relief Pool.

8. During or before June 1989, the District and the Union shall meet to discuss the District's option to continue the District Relief Pool.

## ARTICLE 6

## STARTING TIME

a) Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least thirty-six (36) hours written notice to the employees affected.

b) When three (3) consecutive shifts are worked covering the twenty-four (24) hour period, no shift will have a starting time after twelve o'clock (12:00) midnight and before five (5:00) A.M., except if it is for the following:

1. 4/10 Work Schedule.
2. 9/80 Work Schedule.
3. Air Quality Management District (AQMD) requirements.
4. Flex Time.
5. By mutual agreement of the parties.

c) The District may change the start time of a position thirty (30) minutes or less, up to twice per year without the affected employee being entitled to a bump. If management changes the start time of a shift by thirty (30) minutes or less, more than twice per year, the employee is entitled to a bump. The District shall furnish the affected employee and Local/Division Chairman with a written notice of the change.

d) When the established starting time of a regular position is changed more than thirty minutes, but less than two hours, the District shall furnish the affected employee and Local Chairman with a written notice of the change. Upon receipt of such notice, the employee may displace a junior employee with thirty-six (36) hours notice in accordance with Article 16. If the employee affected is assigned to the position on a temporary basis under the provisions of Article 15, he may, upon thirty-six (36) hours notice return to his/her former position. When the established starting time of a regular position is changed under this section on New Year's Day only, the employee affected may not displace.

e) When the established starting time of a regular position is changed two (2) hours or more, or an assigned rest day is changed, the position shall be filled in accordance with the provisions of Article 15. The employees assigned to such positions may, within ten (10) days of the date of the notice of change, displace a junior employee.

## ARTICLE 7

## OVERTIME

a) Except where otherwise provided in this Agreement, time in excess of eight (8) hours, exclusive of the meal period, on any day will be considered overtime and paid on the actual minute basis at one and one-half (1½) times the basic straight time hours. Employees regularly assigned to the kind of work for which overtime is necessary shall be given preference to such work.

NOTE: (1) Rest day relief assignments shall be assigned in such a way as to afford incumbents thereof at least ten (10) hours off duty between assigned work periods. It being understood that the provisions of Article 7(a) will not be applicable when in following their assignments from position to position, incumbents of such positions work more than eight (8) hours on any day.

(2) Employees assigned to Vacation Relief Positions will be accorded eight (8) hours off duty between positions they are relieving for vacation purposes, it being understood that the provisions of Article 7(a) will not be applicable when in following their assignments from position to position occupants of such position work more than eight (8) hours on any day. If the occupant of a vacation relief position is not accorded eight (8) hours off duty between positions, they shall be compensated at time and one-half (1½) rate for service performed during the eight (8) hour period following completion of previous shift.

(3) Article 7(a) will not be applicable to employees bidding or displacing which requires work in excess of eight (8) hours on any day due to moving to their new assignment.

(4) See Article 17 "b(3)" where twenty-four (24) hour coverage is involved.

b) Employees shall not be required to suspend work during regular hours to absorb overtime.

c) No overtime will be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable. When employees are required to work overtime, reasonable advance notice will be given when it is possible to do so.

d) Work in excess of forty (40) straight time hours, or more than five (5) days in any work week, shall be paid for at one and one-half (1½) times the basic straight time hours except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list.

e) Employees performing service on their assigned rest days shall be compensated on the basis of one and one-half (1½) times the basic straight time hours with a minimum allowance of twelve (12) straight time hours.

Employees must work their scheduled five day forty (40) hour work week to be eligible for voluntary overtime guarantee of twelve (12) hours on their day off in that week, except for 4/10 shifts. If the Union ever agrees to an emergency situation which forces the employee to work overtime, then that employee will receive a guarantee of twelve (12) hours pay on the day off work. Otherwise, overtime is paid at the overtime rate in all other cases.

An employee laying off of his/her own accord will be paid for all hours worked at one and one-half (1½) times the straight time hours and the minimum of twelve (12) hours will not apply.

f) WORK ON UNASSIGNED DAYS

Where work is required by the District to be performed on a day, which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee. An extra or unassigned employee is a furloughed employee who does not hold an assignment.

g) There shall be no overtime on overtime (no pyramiding). Overtime hours paid for shall not be utilized in computing the forty (40) hours per week.

h) See Article 10 - Notified or Called.

## ARTICLE 8

## MEAL PERIOD

a) The meal period shall not be less than thirty (30) minutes nor more than one (1) hour.

b) When a meal period is established, it shall be between the ending of the third (3rd) hour and the beginning of the seventh (7th) hour after starting work.

c) If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at the straight time rate and twenty (20) minutes, with pay, in which to eat shall be afforded at the first opportunity.

d) For regular operations requiring continuous hours, eight (8) consecutive hours without a meal period may be assigned as constituting a day's work, in which case a meal period not to exceed twenty (20) minutes shall be allowed in which to eat, between the ending of the third (3rd) hour and the beginning of the seventh (7th) hour after starting work, without reduction in pay.

e) A fifteen (15) minute break shall be given each employee prior to the starting time of the assigned meal period, and a fifteen (15) minute break shall be given each employee after the ending time of the assigned meal period, but before the end of the shift.

## ARTICLE 9

## TRAVEL TIME/DIVERSION

a) Employees temporarily required to perform service away from their regularly assigned work location shall be allowed time spent travelling between their regular assigned work location and the new work location. The maximum travel time allowance under this Article shall not exceed four (4) hours per shift. Travel time will be paid at the straight time rate of the assignments worked, subject to Article 2(c).

b) 1. Employees travelling to a different assigned work location within their zone will receive one (1) hour travel time pay. In the event an employee is moved to yet another work location within that same shift, an additional one (1) hour of travel pay will be paid, but no more than four (4) hours per shift.

2. Employees travelling to a different assigned work location outside of their zone will receive one (1) hour travel time pay per shift worked. In the event an employee is moved to yet another work location within that same shift, an additional one (1) hour of travel pay will be paid, but no more than four (4) hours per shift.

3. Employees moving from one (1) assigned work location to another work location within Zone E will not receive travel pay.

c) This Article shall not apply under any of the following described conditions:

1. Travelling in exercise of seniority choice to take assignments, or after displacement.

2. Employees hired at Headquarters and sent to any other location to enter service.

3. Employees assigned to fill vacancies or new positions under the provisions of Article 15(i).

4. Extra or unassigned employees temporarily required to perform
service at a location within five (5) miles from point of residence.

5. Employees relieved on account of sickness or at their own requests before completion of the day's work.

6. Employees furnished a District vehicle for travel to and from another location other than assigned work location, during their assigned shift.

7. Employees holding position of Traveling Storekeeper when furnished vehicle for travel to locations other than assigned Headquarters during their assigned shift.

d) The following zones will apply for application of travel pay:

ZONE A - Divisions 8, 15 and Van Nuys Center/Yard

ZONE B - Divisions 5, 6, 7, South Central Center, and Hollywood Center, Wilshire.

ZONE C - Divisions 12, 18 and Del Amo Center.

ZONE D - Divisions 9, 13 and 16.

ZONE E - 425 S. Main Street, 411 S. Main Street, 419 S. Main Street, 124 West 4th Street, California Mart, Maple Lot, Arco Plaza, East Los Angeles, 1016 S. Main Street, Central Maintenance Facility (location 30), Divisions 1, 2, 3, 4 and 10, Location 14 (South Park) and Vernon Yard.

NOTE: Any locations added to the District will be placed into the closest zone. The District and Union shall meet to determine which zone is closest.

e) Relief assignments are as defined in Article 5(b).

f) Employees used under Section (a) of this Article when held away from regularly assigned location will be allowed actual necessary expenses for lodging and for meals before or after assigned working hours.

g) It is understood that in the application of Section (e) no employee shall be directed by management to move from his/her job classification outside of his/her current roster.

## ARTICLE 10

## NOTIFIED OR CALLED

a) Except as otherwise provided in these rules, employees notified or called to perform work not continuous with before or after regularly assigned work period, shall be allowed a minimum of three (3) hours straight time for two (2) hours work or less, and if held on duty in excess of two (2) hours, time and one-half (1½) will be allowed on the minute basis.

b) If such employee is called to report for work before regularly assigned starting time, such employee will be paid at the rate of time and one-half (1½) from time of reporting for work until regular starting time with a minimum of one hour at the time and one-half (1½) rate, and thereafter at straight time rate of pay for regularly assigned hours.

c) If such employee has completed regularly assigned tour of duty and is released, and if required to return for further service, may be compensated as if on continuous duty. The District shall make the determination as to whether or not conditions justify the employee to be paid as if on continuous duty.

d) See Article 7 - Overtime.

## ARTICLE 11

## SENIORITY

a) Except as provided in (e) below, seniority with the District begins at the time the employee's pay starts on the seniority roster where service is first performed. Such seniority when established shall thereafter govern such employee bidding or displacing on that particular roster.

b) When two (2) or more employees enter upon their duties at the same hour, on the same day, on the same roster, they shall be listed on the roster in the order (hour and date) that they passed the physical examination required of new employees of the District.

c) 1) An employee bidding from his/her original roster to a new roster, shall retain his/her name and seniority date of his/her original roster, and shall establish a new seniority date on the new roster, effective as of the date of assignment.

2) In the event such employees are affected by an account force reduction or the exercise of seniority rights in the new seniority roster they must exhaust their rights in the new seniority roster before being permitted to displace a junior employee in their original seniority roster, except they will not be required to displace on a position on the new seniority roster which pays a lesser rate than a position to which their seniority entitles them and for which they are qualified on their original seniority roster.

3) An employee bidding a new seniority roster will, after the expiration of six (6) months, be permitted to bid for a position or vacancy bulletined (under the provisions of Article 15 (d) in his/her original seniority roster using his/her original seniority roster seniority date).

4) Employees will not accumulate seniority on more than two (2) seniority rosters, the original seniority roster and the roster to which last transferred. In the event of one (1) or more additional transfers, any seniority previously established on a seniority roster other than the employees original roster will be forfeited upon completion of such transfer except when the employee elects to retain seniority status on previous roster to which transferred, in which event he/she will forfeit seniority on

the original roster and the roster on which he/she elects to retain seniority will then become his/her original roster. Such elections must be filed in writing with District officer bulletining positions on roster employee elects as his/her original roster, copy to Local Chairman and District officer bulletining positions on roster where seniority is forfeited.

5) Employees returning to original seniority roster, unless furloughed from his/her current roster, will forfeit seniority on current roster.

6) An employee furloughed from current roster will be permitted to return to his/her original roster without forfeiture of seniority on current roster; however, if called back to work under Article 15 (i) on his/her current roster, he/she will report within time prescribed or forfeit his/her seniority on current roster.

7) An employee furloughed from current roster will be allowed to displace the junior employee on another roster, provided they hold a seniority date secured under a TCU covered position taking same seniority date of employee being displaced, standing immediately ahead of displaced employee. Furloughed employees will be permitted to displace on a roster in line with the following formula:

To determine the number of furloughed employees that may displace on any roster, the formula shall be:

1) Immediately prior to a furlough, the number of employees in the District covered by the Agreement will be determined by roster and that number shall be reduced to the percentage total of the whole.

Hypothetical Example:

As of January 31, 1982, the District/TCU workforce was composed of 500 employees and the breakdown of Rosters 1 and 2 is as follows:

| Roster #1 | Roster #2 |
|---|---|
| 60 employees out of 500 = 12% of workforce | 40 employees out of 500 = 8% of workforce |

On February 1, 1982, the District's financial situation was such that twenty-five (25) employees were laid-off and each roster would be effected in the following manner:

Roster #1

Only twelve percent (12%) of twenty-five (25) employees would be allowed to displace onto this roster.

Twelve percent (12%) of twenty-five (25) employees equals three (3) employees permitted to displace on Roster #1.

Roster #2

Only eight (8) percent of twenty-five (25) employees would be allowed to displace onto this roster.

Eight (8) percent of twenty-five (25) employees equals two (2) employees permitted to displace on Roster #2.

2) When a reduction is made, the furloughed employees may displace on another roster up to the percentage of that roster in relation to the whole.

3) Furloughed employees will be recalled to positions in their seniority roster order. If occupying a position on a roster due to having been furloughed, he/she shall forfeit seniority and vacate the position secured as a result of making a displacement in furlough status.

4) An employee that has been bumped to a third roster or was placed out of service must accept a position on the home or current roster, if a vacancy occurs on either roster, or forfeit that roster seniority. If the employee voluntarily returns to the home roster, he/she forfeits seniority on the other rosters. If the employee is forced to accept a position on the home roster, he/she is allowed to maintain seniority twelve (12) months on the second roster from the date he/she was bumped from the second roster.

d) Employees voluntarily leaving the service will, if they reenter the service, be considered as new employees.

e) It is agreed that the seniority of employees in Groups 1 and 3 of Seniority Roster No. 1 (as delineated in Letter of Agreement No. 1) will commence with the day following the date employee completes the qualifications required by the District.

It is understood that the District will hereafter require any employee desiring to qualify as a Ticket Clerk to become qualified at all District operated Customer Centers, the Reduced Fare Office, the Lost & Found Office and the Stockroom before he/she is considered to have completed his/her qualifications and thereby establish a seniority date on Roster No. 1.

f) See Article 20 for employees who accept Non-Contract positions or positions in another craft.

## ARTICLE 12

## SENIORITY ROSTERS

Seniority rosters will show name and seniority date of each employee entitled to hold seniority on these rosters regardless of whether the employee is presently covered by the rules of this Agreement or occupying an official or excepted position. Rosters will be revised annually and posted during the month of January in places accessible to the employees affected. Upon presentation of proof of error by an employee or his/her representative, such error will be promptly corrected.

The District will furnish five (5) copies of seniority rosters to the Union no later than January 31st of each year. The Union will be furnished a weekly report of employees entering and leaving service.

Separate seniority rosters shall be established as follows:

| | |
|---|---|
| Roster No. 1: | Marketing and Communications Department<br>Transportation Department<br>Operations Control and Services |
| Roster No. 2: | Customer Relations Department |
| Roster No. 3: | Transportation Department |
| Roster No. 4: | Schedule Department<br>Print Shop |
| Roster No. 5: | General Services Department |
| Roster No. 6: | Accounting and Fiscal Department<br>Management Information Systems<br>Insurance Department |
| Roster No. 7: | Personnel Department |
| Roster No. 8: | Equipment Maintenance Department - (General Office)<br>Facilities Maintenance |
| Roster No. 9: | Equipment Maintenance Department |

| | |
|---|---|
| Roster No. 10: | Contracts, Procurement & Materiel (General Office) |
| Roster No. 11: | Contracts, Procurement & Materiel |
| Roster No. 12: | Stops & Zones |
| Roster No. 14: | Equipment Maintenance Department Contracts, Procurement & Materiel |
| Roster No. 15 | Transit Systems Development |
| Roster No. 16 | Data Technicians |
| Roster No. 17 | Business Development Operating Facilities |

## ARTICLE 13

## TRANSFERRING

a) Employees transferred with their positions from one seniority roster to another shall retain their positions and seniority. See Article 11 - Seniority.

b) When the limits of a seniority roster are extended, or reduced, the employees affected shall have the choice of carrying their seniority upon either the extended or reduced roster. Such choice shall be exercised within thirty-six (36) hours from date of notice.

c) When, for any reason, two (2) or more offices or departments are consolidated, employees affected shall retain their seniority and have preference, according to seniority to corresponding positions in the consolidated office or department.

## ARTICLE 14

## PROMOTIONS, ASSIGNMENTS AND DISPLACEMENTS

a) Promotions, assignments and displacements under these rules shall be based on seniority, fitness and ability; fitness and ability being sufficient, seniority shall prevail.

b) Sufficient is intended to more clearly establish the right of the senior employee to a new position or vacancy, or make displacement where two (2) or more employees have adequate fitness and ability.

c) All employees will exercise roster seniority for selecting vacations, bidding or displacing purposes and District seniority, insofar as length of vacation and other benefits are concerned.

d) When Management elects to train an employee as an extra Ticket Clerk or extra Service Director the senior employee under the provisions of this Agreement with sufficient fitness and ability who has a written request on file shall be trained. Employees breaking in as an extra Ticket Clerk or extra Service Director outside their assigned hours or on their rest days shall be compensated at eighty-five (85) percent of the established rate of the position on which he/she is breaking in. It is understood and agreed that such break in pay shall be paid at the pro rata rate.

e) An employee who wishes to bid back into a position from which the employee has been gone for a period of more than twelve (12) months may be required to pass a job-related skills test.

## ARTICLE 15

## FILLING OF POSITIONS

a) All new positions and known vacancies exceeding thirty (30) days that are to be filled (except temporary vacancies not exceeding thirty (30) days duration, as covered by Rule 17), shall be promptly filled, as described below. The District will post vacancies of employees on leave of absence for one hundred eighty (180) days or less as temporary. After one hundred eighty (180) days of absence the vacancies will be posted as permanent.

b) Except when changes in rates result from negotiations for adjustments of a general character, the changing of the rate of a position shall require it to be treated as a new position and filled as described below, unless otherwise agreed between the parties signatory to this Agreement.

c) Pre-bids: Employees wishing to be considered for future vacancies on their active roster must submit that intention in writing to the appropriate Department Head. Employees must submit a bid notice for each position for which they would like to be considered. The bid notices will be maintained in a special file and when a vacancy occurs only those employees with a bid notice on file will be considered for that position. An employee may move laterally no more than three (3) times per calendar year pursuant to this procedure and must remain in the position a minimum of thirty (30) days. An employee may move to a higher or lower rated position at any time. The thirty (30) day period on a lateral move will begin on the date the employee is actually placed onto the position, but if the employee is not released within ten (10) days prescribed by Section h(1), the thirty (30) days period will begin on the tenth (10th) day following the award date of the assignment. This restriction shall not apply in Telephone Information Department.

It is understood that an employee may turn down a specific vacancy without jeopardizing consideration for a similar position in the future.

Each department shall either canvass for these vacancies or post. If a department intends to change from canvassing to posting or vice versa, such department will first notify the Union and each employee on leave on the roster in question, thirty (30) days in advance, before change is to be effective. It is agreed that any department may make two (2) such changes per year.

(1) The ultimate vacancy will then be bulletined in accordance with Section (d) below. At the same time, notice will be posted on the bulletin board in the department or roster involved, showing names and seniority dates of employees accepting the positions. If a vacant position has been posted according to this Article and results in the hiring of a new employee from outside the District and he/she vacates the position within the first thirty (30) days, that vacancy shall be exempted from reposting and another new employee shall be hired. However, if this second new employee vacates the position within the first thirty (30) days, the position shall be reposted.

d) When the procedure described in (c) above has been completed, the ultimate vacancy will be bulletined for seniority choice. The bulletin will show:

General Description of Duties
Location of Position
Title of Position
Hours of Service
Rest Days
Rate of Pay
Time & Date of Closing Bids
Job Identification Number

e) Bulletins will be posted in places accessible to all employees affected, and will be open for bid for a period of four (4) consecutive days. Bids will first be accepted from employees on the roster holding seniority on the roster where vacancy occurs; second, from employees on other seniority rosters, as outlined in Article 12.

f) Bids for such positions will be filed with the designated Department Head within four (4) days from date of issuance of bulletin.

g) The award of the position to the successful bidder will be made within four (4) days, excluding Saturdays and Sundays, after the closing day of receiving bids, and the name and seniority date of the successful applicant will be posted for a period of four (4) days where the position was bulletined.

h) (1) The successful applicant either in the procedure described in Section (c) or in the bulletining process, will be placed on the job as soon as qualified relief is available and in any event, within 10 calendar days after date of award bulletin or acceptance of the position under Section (c) above. An employee not placed on the position within the ten (10) days mentioned above, will thereafter receive the higher of the two (2) rates and in addition will be paid fifteen dollars ($15.00) each work day of the position occupied until placed on the new position.

(2) In the event the successful applicant is bidding within the same classification where there is no salary increase involved, the bid made only for the purpose of changing position, job location, days off, or hours of assignment and the employee is not placed on the position awarded within ten (10) days from the date of award, the successful applicant shall be paid fifteen dollars ($15.00) per work day as a penalty for each work day withheld from the position after the expiration of the ten (10) day period. This penalty shall not be applicable on days which the employee is unavailable for work due to sickness, leave of absence, vacation or a holiday.

i) In the event no bids are received from senior employees for bulletined positions, the District shall assign the senior qualified unassigned (furloughed) employee within the scope of the roster where this vacancy exists or where the new position has been created and such employee will thereafter be considered the employee regularly assigned to such position.

j) Shake-ups for Telephone Information Clerks under the Customer Relations Department will be conducted in the following manner:

(1) Shake-ups will be held in the months of February, June, and October of each year. The dates of these shake-ups may be changed by mutual agreement with the representatives of the Union and the District. No more than six (6) employees will be permitted to bid out of the Information Department between shake-ups. Roster seniority shall prevail in determining which employee shall be permitted to leave the Department.

(2) Schedules of shifts will be posted one (1) week in advance of shake-ups and employees on sick leave or leave of absence will not be notified of the shake-ups unless the established dates for holding the shake-ups have been changed.

(3) Assignments will be divided into two (2) categories:

(a) Regular assignments that have scheduled hours and scheduled days off.

(b) Extra full-time assignments (including vacation relief positions) that do not have scheduled hours or scheduled days. In this connection, it is the intent of the District to have a number of extra full-time assignments to make sick, vacation and emergency reliefs in the Information Section. On the Friday preceding the Sunday of each week, these positions will be assigned, on the basis of seniority and qualifications, to cover open regular assignments. The junior available qualified employee may be reassigned to cover

vacancies that occur during the work week. The extra full-time assignments (including vacation relief positions) when vacated, if to be filled, will continue to be bulletined under Section (4).

(4) During the interval between shake-ups, weekly bidding will be permitted. All known vacancies of thirty (30) days or more in duration will be put up for bid by 11:00 A.M. each Tuesday and closed on Thursday, to be effective the following Sunday. Any employee may bid an open shift in the weekly bid except only one (1) bid will be allowed between each shake-up onto a position for which the bidder is not qualified. When an employee's position is abolished, a shake-up will be held on all jobs held by employees junior in seniority to the employees whose position is abolished.

(5) Employees who return to work after having been off and who do not have a regular shift will, upon return to service, be permitted to displace any junior employee and the employee displaced shall have the same right.

(6) When employees bid a new assignment through the weekly bidding process, the vacancy thus created will go up for bid in the following weekly bidding process, except at regular shake-ups.

(7) If other rules of the Agreement are in conflict with the conditions outlined in this Section (j), this Section (j) shall govern.

k) Employees hired subsequent to the date of this Agreement shall initially be required to remain on a position for ninety (90) days before being allowed to bid on another position, except for Mopper Waxer or Stock Shop Clerks moving to a position with the same title.

## ARTICLE 16

## POSITIONS ABOLISHED, DISPLACEMENTS AND REDUCTION IN FORCE

a) An employee whose position is abolished or is displaced, may displace a junior employee on the roster or may displace on original roster in line with the provisions of Article 11(c)(2) or may bump/displace into a vacant position if the vacancy has been posted District-wide.

Employees must exercise such displacements in writing, which may not be changed, within thirty-six (36) hours from the date he/she is displaced. Employees making displacements will be provided with the roster of employees that includes locations, hours, rest days, and job titles to determine who they will displace.

b) When an employee is assigned to a temporary vacancy, such employee may, at the conclusion of such assignment, return to his/her permanent assignment if still existing, or displace on any position held by a junior employee that was filled under Article 15 while he/she occupied this temporary vacancy. If the permanent assignment no longer exists or has been taken by a senior employee in the exercise of seniority, such employee may displace any junior employee on his/her roster.

c) An employee laid off on account of reduction in force, or through displacement, shall have his/her name carried on the seniority roster without the status of an employee for twelve (12) months, and shall be given preference in the order of seniority, subject to qualifications, over other employees when the force is increased or vacancies occur. Employees desiring to avail themselves of the provisions of this Section must file their address (unless their correct address is on file) with the Department Head at the time of reduction and advise promptly of any changes in address. Employees failing to advise promptly of change of address, or to return to service within fifteen (15) days after being notified to do so, or furnish satisfactory reasons for not doing so, will forfeit their accumulated seniority.

d) If the employees covered by this Agreement are furloughed, their seniority will be affected as follows:

1) If recalled to a roster under the TCU Agreement where the employee holds no seniority, such employee's seniority on home roster(s) will be held in abeyance for up to twelve (12) months so long as the employee works on a position on the new roster.

2) If while occupying a position as described in (1) above, an employee is recalled to a position on such employee's home roster(s) and refuses recall, such employee will forfeit seniority on the roster refused.

3) If the employee is furloughed and does not perform any service under this Agreement, such employee's seniority will continue for twelve (12) months from date of furlough.

e) An employee notified that he/she is being displaced by a senior employee shall be considered as "actually displaced" from his/her position as of the close of work on the last work day preceding the date on which the senior (displacing) employee has stated he/she will assume the position.

f) An employee who is assigned to a position under the provisions of Article 15, or makes a displacement, and fails, within sixty (60) days to demonstrate fitness and ability, shall vacate the position on which disqualified, and may, if fitness and ability are sufficient, displace the junior assigned employee on the roster. In the event such employee is unable to make the above displacement, he/she may return to the former roster and displace onto his/her former position if occupied by a junior employee, if not, may displace the junior employee on his/her former roster on a position for which such employee has sufficient fitness and ability.

g) Five (5) working days' advance notice will be given before abolishing positions or making force reductions, except such advance notice under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire, or conditions beyond control of the District, will not be required. Notice of the job abolishment shall be posted and the employee and the Division Chairman notified.

h) The District will make effort to use disabled employees on vacancies on existing positions for which the disabled employee can be qualified to perform.

i) Employees who become physically disqualified for service on the positions to which they are regularly assigned will, if approved by the parties hereto, be permitted to exercise displacement rights. Employees displaced by reason thereof shall have the same rights of displacement.

j) When the duties of a position are changed materially, the employee holding title to the position may request a displacement. If the District and the Union mutually agree to grant the request, displacement shall be allowed in accordance with the pertinent provisions of this Article 16.

## ARTICLE 17

## SHORT VACANCIES

a) Temporary vacancies known to be for more than thirty (30) days duration, if to be filled, will be filled in accordance with Article 15. If the District or Union representative has reason to believe that any vacancy will be for thirty (30) days duration, the Department Head and the Union Division Chairman will promptly meet and if they jointly agree that the vacancy will be for thirty (30) days duration, and is to be filled, it shall be immediately filled in accordance with Article 15.

b) Short Vacancies (including vacation vacancies) of less than thirty (30) days duration may be filled without applying the provisions of Article 15, at the option of the Department Head. If such vacancies are to be filled, they shall be filled in the following manner:

1) By using the available qualified employee holding assignment on a District relief position. District relief employees are not to be used to work more than one (1) short vacancy in a day except as provided in Article 17b(5). See Article 5, Section c.

2) If Article 17, Section b(1) does not provide an occupant, it shall be filled by the senior available and qualified employee on the roster, at the location, who is off on that employee's rest days and who has on file a written request for this work.

3) If Article 17, Section b(2) does not provide an occupant, it shall be filled by the senior available and qualified employee on the roster at that location.

4) If Article 17, Section b(3) does not provide an occupant for a position at a location where twenty-four (24) hour coverage is provided, it will, by mutual consent of the senior employees involved, be filled by working the qualified employee on each side of the vacancy, four (4) hours' overtime apiece. (See Article 7, Section (c).

(Positions that require a scheduled delivery [e. g. Truck Driver, Messenger Clerk], to follow Article 17, Section b(4) may not be practical.)



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5) If the provisions of Article 17, Section b(4) do not provide someone to work the short vacancy, 5(a) or (b) may be implemented.

a) Qualified employees occupying regular assignments on the roster whose hours do not conflict with the hours of the short vacancy and who have on file written request to be used shall be given the opportunity, in seniority order, to work the short vacancy. If none of the regular assigned employees desire to work the short vacancy, the employee currently on duty at the location may be required to protect the vacancy.

OR

b) If none of the above alternatives provide an occupant for the short vacancy, the junior available and qualified employee at the location on the roster who is off on rest days may be required to protect the vacancy.

NOTE: Overtime list in seniority order will be updated on a quarterly basis.

c) If it is necessary to work a regularly assigned position on a holiday, the regular incumbent of said position shall be used, except that if the incumbent thereof requests and is given permission to lay off on such holiday, it shall be filled by the senior qualified available employee at the office or location whose regular assigned position is not worked on the holiday and who accepts such work when offered.

d) It is agreed between the parties that because of difficulties in filling short vacancies of less than thirty (30) days for Typist Clerk, Word Processor Operator, Stock Clerk and Truck Driver Clerk positions, the District shall recruit As Needed employees. Short vacancies shall be filled first by students from the TCU school. If the District is unable to fill these short vacancies from the TCU school, the District shall recruit from other sources. There shall be no more than a total of twenty-five (25) employees, as listed above, working at the District at any one time and shall be limited to no more than eight (8) hours a day nor more than forty (40) hours in any work week.

As Needed employees may not be used to absorb overtime work or be used to evade the establishment of a new position.

## ARTICLE 18

## FORMER POSITIONS VACANT

When an employee is awarded a position under the provisions of Article 15, his/her former position will be considered vacant and if to be filled, the procedure provided for in Article 15 shall commence within five (5) days. An employee having been assigned to a position under the provisions of Article 15 will be required to accept the assignment. Application from employee who vacated the position will not be considered for the vacancy which he created by reason of vacating same to accept a position under the provisions of Article 15, except in the event there are no other qualified applicants on the seniority roster.

## ARTICLE 19

## ABSENCES

a) REQUESTED LEAVE OF ABSENCE

Employees may be granted leaves of absence limited, except in case of physical disability, to ninety (90) days in any twelve (12) month period without loss of seniority. Retention of seniority during longer leaves of absence may be arranged for by agreement between the District and the Union.

b) LEAVES FOR UNION OFFICIALS

Members of General or Local Committee, representing employees covered by this Agreement, will be granted leaves of absence without unnecessary delay, and without loss of seniority.

c) DISABILITY LEAVE

The District may require an employee on leave of absence due to physical disability to submit to a physical examination by a District Physician to determine fitness to return to duty.

d) SENIORITY WHILE ON LEAVE OF ABSENCE

1. An employee with one (1) year of service or less shall not lose seniority due to leave of absence because of illness or injury unless said leave is in excess of six (6) months, except by mutual consent of the District and the Union.

2. An employee with more than one (1) year of service shall not lose seniority due to leave of absence because of illness or injury unless said leave is in excess of twelve (12) months, except by mutual consent of the District and the Union.

3. The District or the Union may, within thirty (30) days prior to expiration of the six (6) month leave, as provided in Paragraph d(1) above, or the one year leave as provided in Paragraph d(2) above, request further extensions in meritorious cases where such recommendation is made by the District's Physician or by recommendation of a licensed physician obtained by the employee or where agreement is reached by the two doctors recommending the extension of the leave. If there is disagreement as to the appropriateness of the extension, the District and the Union may appoint a third physician to resolve the disagreement. Such costs incidental to obtaining and arriving at a decision from the third physician will be shared equally by the District and the Union.

4. Where an employee is on leave of absence as a result of an industrial injury, the District will apply this Article in a manner consistent with applicable law.

e) INDEFINITE LEAVE

Employees (except those on Roster No. 1) returning from indefinite leave of absence or indefinite sick leave, will be required to report to their supervisors not later than 3:00 P.M. of the day prior to the day they are to return to duty. Employees on Roster No. 1 must report not later than 1:00 P.M. of the day prior to the day they are to return to duty.

f) MILITARY LEAVE

Employees covered by this Agreement will be granted necessary leaves of absence for active military training as provided under Section 395 of the California Military and Veterans' Code, as applicable to this District. Said employees will be compensated for said time off for a maximum of thirty (30) calendar days at eight (8) hours of straight time pay for each work day lost.

g) ABSENTEEISM

The following exceptions are excluded from consideration in the application of the Absentee Policy.

1) Bereavement leave.

2) Military leave up to thirty (30) days per year.

3) Court appearance under subpoena.

4) Earthquake, fire or flood where the employee is personally affected.

5) Jury duty.

6) Dentist's or Medical Doctor's appointment with forty-eight (48) hours advance written notice for up to two (2) hours per work day.

The District agrees that the provision of this agreement shall not be held in strict compliance in the event of an emergency or extenuating circumstances and may grant an exception to the rule.

7) First day of hospitalization of an immediate family member of the employee.

8) Hospitalization of an employee.

## ARTICLE 20

## APPOINTMENT TO NON-CONTRACT POSITIONS AND POSITIONS IN ANOTHER CRAFT

a) When a member of the bargaining unit accepts a Non-Contract position after the effective date of this Agreement he/she has thirty (30) days with the continued payment of dues and fees from the effective date of the assignment to a Non-Contract position to determine if he/she wants to return to a TCU covered position or remain in the Non-Contract position. If the employee does not return to a TCU covered position within thirty (30) days he/she will forfeit all seniority rights accrued under this Agreement and the Union shall be notified by the District in writing of such forfeiture.

b) Employees appointed to a Non-Contract position between January 10, 1982 and June 26, 1985, who opted to retain their TCU seniority at the time they were appointed to a Non-Contract position, shall continue to retain their seniority date on the roster from which promoted through the payment of uniform dues and fees required of members.

c) Non-Contract employees protected by seniority provision in section (b) above shall be permitted to exercise that seniority only in bidding for vacancies or new positions either on their roster or District-wide. If positions provided for in Section (b) above are abolished, such employee shall be entitled to the privileges of Article 16.

d) When a member of the bargaining unit accepts an assignment in any other craft he/she shall forfeit all seniority on the date of first compensation in such craft and the District shall notify the Union in writing of such within ten (10) days.

## ARTICLE 21

## DISPLACEMENT ON RETURN FROM LEAVE OF ABSENCE

An employee returning from leave of absence, sick leave, military service, disability annuity, vacation or from temporary assignment, including vacation or other temporary relief service on either schedule, Non-Contract or excepted position may resume such employee's permanent assignment, provided it has not been abolished or taken by a senior employee in the exercise of seniority rights. If off work for one of the above reasons for thirty (30) days or more, such employee may, upon return or within three days thereafter, exercise seniority rights to any position that has been bulletined and assigned during his/her absence. Employees thus displaced may exercise displacement rights as provided in Article 16A.

The District will post vacancies of employees on leave of absence for one hundred eighty (180) days or less as temporary. After one hundred eighty (180) days of absence the vacancies will be posted as permanent. Both the temporary and permanent vacancies will be posted in accordance with Article 15 - Filling of Positions.

In the event an employee fails to return at the expiration of leave of absence, that employee's position, if still existing, shall then be filled in accordance with Article 15.

## ARTICLE 22

## PROBATIONARY PERIOD

Applicants for employment entering service shall be accepted or rejected within ninety (90) days after the applicant begins work. The probationary period may be extended by mutual consent of the District and the Union. When an applicant is not notified to the contrary within the time stated, it will be understood that the applicant becomes an accepted employee.

If, after the expiration of a twelve (12) month period from date of hire, it is found that the information given by the applicant is false, such falsification shall not be justification for removal of applicant from service, unless it is for a matter involving a felony conviction. False information given by the applicant on felony convictions, discovered after three (3) years will not be justification for removal of applicant from service.

Original letters of recommendation and other papers filed by the applicant shall be returned within sixty (60) days, provided copies of the same have also been filed.

## ARTICLE 23

## POSTING NOTICES

The District shall furnish bulletin boards at Division points where TCU employees are assigned and at other work locations where there are three (3) or more TCU employees for the exclusive use of the TCU in posting notices for its members. Such bulletin boards shall be reasonably convenient to the majority of the TCU members at that location; their location will be by mutual agreement between the District and the TCU. Notices will be non-controversial in nature and not inimical to the interests of the District.

## ARTICLE 24

## STATEMENT OF SERVICE

When employees leave the employ of the District, they shall, upon request, be furnished with a statement of service.

## ARTICLE 25

## EQUIPMENT FURNISHED

a) Typewriters and other office equipment devices will be furnished and maintained in working order by the District at offices where management require their use.

b) The District will continue the practice of providing regulation coveralls or two-piece uniforms to Vault Truck Drivers, Janitors and Contracts, Procurement, and Materiel Department (Stores) employees on the following basis:

1) Each employee shall be provided with six (6) pairs of coveralls or two-piece uniforms.

2) In order to obtain replacement of worn or damaged garments, employees must turn in garments that are to be replaced.

c) Laundry service of regulation garments will be provided by the District without cost for Cash Counting Room employees, Vault Truck Drivers and Janitors and Contracts, Procurement and Materiel Department (Stores) employees.

d) The District shall provide all new Service Directors and employees in the Marketing and Communications Department, Prepaid Sales Unit, except for the Typist Clerk assigned to location 32, second floor with an initial issue of uniforms. The uniforms will be composed of the following:

| | |
|---|---|
| SERVICE DIRECTOR: | 3 Slacks (female)<br>3 Trousers (male)<br>3 Shirts (male)<br>3 Blouses (female) |
| MARKETING EMPLOYEES: | 2 Vests each<br>3 Skirts and/or Slacks each (female)<br>3 Blouses each (female)<br>3 Shirts each (male)<br>3 Trousers each (male) |

There will be no charge to qualified employees for the initial issue of uniforms, as described above. Appropriate shirt or coat badges will be provided at no charge to the employees for the initial issue. When an employee receives an initial issue of uniforms he/she will not be eligible to receive the uniform allowance until the following fiscal year.

An optional blazer is authorized for wear by the employees of the Marketing and Communications Department, but will not be provided by the District. Also, a sweater of a color specified by the District may be worn with the uniform during work hours.

The District shall reimburse each qualified employee up to a maximum of two hundred dollars ($200) per fiscal year, (July 1 through June 30) for the prescribed uniform. This reimbursement will be made between July 1 and the following June 30 on the employee's anniversary date as a regularly assigned employee in the position which qualifies for the uniform allowance. However, payment will not be made to an employee who has performed no service for the District, as covered by this Agreement, since the previous July. Also, no payment will be made to an employee who leaves the District through retirement or termination, prior to the following July 1.

e) The District will provide prescribed coveralls, at no cost to the Cash Clerks in the Central Cash Counting Room, since these employees are not permitted to take their coveralls out of the building.

f) The District will furnish plantronic headsets at no cost to the employee, to those Telephone Information Clerks who desire them.

g) The District will provide new Thomas Guides for Telephone Information Clerks and Mileage Calculators.

h) The District will furnish uniforms to Mail Carriers consisting of six (6) shirts, six (6) pants and one (1) jacket. The District shall pay for laundering.

i) The District will provide Telephone Information Clerks with lockable lockers. The employee will retain all keys to their locker.

j) The District shall provide employees with up to two (2) pairs of regulation safety shoes per year to those employees required to wear safety shoes. The District shall bear any additional expense for employees who require special shoes due to physical needs. Medical verification may be required of those employees who need special shoes. Only employees required to wear safety shoes shall be eligible under this provision.

k) Shop coats: Each division shall be provided with two (2) shop coats for each Equipment Record Specialist.

## ARTICLE 26

## BOND PREMIUM

Employees shall not be required to pay premium on bonds required by the District in handling its business.

## ARTICLE 27

## HEALTH AND SAFETY

Reasonable standards of protection will be afforded for the health and safety of employees. The District will, when within its control, maintain healthful working conditions.

Any complaint submitted to the appropriate District representative by the Division Chairman in writing shall be acknowledged in writing by the District representative. After investigation, District representative will advise the Division Chairman, in writing, what action, if any, will be taken to correct the complaint.

## ARTICLE 28

## WITNESS/JURY DUTY

a) Employees who are instructed by the District to attend court, or an inquest, or a Board of Inquiry, in which they are not directly involved, will be paid for each hour while in attendance or held for attendance (Sunday and holidays excluded) compensation at the rate of the position to which assigned; if not assigned, then at the minimum clerical rate with a maximum allowance of eight (8) hours per day; if such allowance does not equal what would have been the employee's earnings in the service to the District, had the employee not attended, the difference will be paid. Reasonable actual expense will be allowed while away from the home station. Any fee or mileage accruing will be assigned to the District.

b) JURY DUTY

Any employee receiving notice of call to jury duty shall immediately show such notice to their Supervisor when required to appear before the Jury Commissioner. In the event that personal appearance of an employee is required, the employee shall be allowed reasonable time for such appearance but not to exceed four (4) hours, if loss of time from work is necessary for such appearance.

An employee who is required to serve as a juror on any regularly scheduled workday shall be compensated in accordance with the following manner: The District will pay employee supplemental pay equal to the difference between the fee received for service as a juror and the employee's regular daily pay, total compensation not to exceed eight (8) hours in any one day.

Employees must furnish the District with advance notice of service as a juror and submit official records of jury pay received to be eligible for supplemental jury pay.

Such supplemental jury pay shall be paid only for days on which the employee was scheduled to work, but did not work due to service as a juror. It shall be a condition of the foregoing that an employee, if excused by the court within a reasonable time after reporting, shall return to work.

Employees shall report for their regularly scheduled shift on days on which they are not on jury duty and will be paid their regular pay for time worked.

The "day" for the third shift will be the calendar day in which their shift ends.

The District will credit ten dollars ($10.00) fee but not travel pay.

FIRST SHIFT

If on jury duty more than four (4) hours, no need to report for work. If on duty less than four (4) hours, report and finish shift.

SECOND SHIFT

If on jury duty more than four (4) hours, no need to report for work. If on jury duty less than four (4) hours, report for work and be relieved early the number of hours served.

ARTICLE 29

# BUSINESS DEVELOPMENT OPERATING FACILITY

## PURPOSE

The District shall have the right to create one or more Business Development Operating Facilities (BDOF). These facilities shall be for the purposes of contracting directly with the cities and/or the County of Los Angeles to provide new transit services as requested by the cities or the county.

## USE OF FACILITIES

Should the District enter into contract with the cities or Los Angeles County to operate contracted services, the District may lease or purchase new facilities or may operate at a location which was formerly an operating division of the District, but which was closed due to the loss of Federal, State or Local funds. All Business Development Operations must be conducted from facilities which are not part of the regular base or home operating divisions of the District. The equipment (buses) utilized shall have separate identification markings and logos that are different from the District's regular fleet.

The District and the Union agree as follows:

a) A proportionally lower starting rate of fifteen percent (15%) of the after September 1, 1979 pay rate shall be established under this Article and applied to any TCU job classifications which is filled contingent upon all the following circumstances occurring:

   1) A like Agreement between the District and the United Transportation Union (UTU) and Amalgamated Transit Union (ATU) which would permit the District to competitively bid and to successfully contract with cities and/or the County of Los Angeles to provide lines and/or services.

   2) Current employees who would be furloughed shall be given first opportunity to fill the proportionately lower rated positions.

   3) All Business Development Operating Facility (BDOF) employees will be listed in seniority order on Roster 17, which shall be exclusively a BDOF roster.

4) The TCU BDOF positions shall work at locations separate from all other TCU employees and shall only perform work related to the District contract lines.

5) The duties of the TCU classifications at the BDOF shall be the same as those specified for regular TCU classifications provided in current job specifications in Article 2.

b) All terms of the TCU Agreement will apply to the BDOF employees with the exception of the method of establishing the base rate of pay as indicated in Paragraph "a".

c) This constitutes an effort by the District and the TCU to retain jobs and provide high levels of service to the public.

## APTICLE 30

## DISCIPLINE INVESTIGATION

a) An employee who has been in service covered by these Articles more than ninety (90) days, or whose application has been formally approved, shall not be dismissed or otherwise disciplined without a formal investigation, which shall be promptly held but in any event not later than ten (10) days from date the District has factual knowledge of occurrence of the incident to be investigated, unless such employee shall accept dismissal or other discipline in writing and waive formal investigation. In matters of a serious nature, the employee may be held out of service pending such investigation. At such investigation, the employee may be assisted by the employee's duly accredited representative. Nothing of an adverse nature shall be included in an employee's personal record file without the employee being advised in writing and acknowledgement thereof received.

The hearing will be held at such time as not to cause employee to lose rest, or time, whenever practicable to do so.

b) Prior to the formal investigation, the employee alleged to be at fault shall be apprised in writing of the precise nature of the charge sufficiently in advance of the time set for investigation to allow reasonable opportunity to secure the presence of necessary witnesses.

c) An employee disciplined as a result of formal investigation shall be informed in writing of that fact within ten (10) days after the investigation is held, unless a longer time limit is mutually agreed to in specific instances. If an employee is suspended, the suspension shall date from the time the employee is taken out of service. Unless the employee is withheld from service pending an investigation, the employee will be given at least forty-eight (48) hours notification prior to being suspended for said infraction.

d) Either party wishing to make a transcript of any of the procedures outlined above may do so at its own expense and by using its own tape recorder.

e) The right of appeal by employees or their representatives in regular order of succession and in the manner prescribed, up to and including the highest official designated by the District to whom appeals may be made, is recognized. If an appeal is made, it must be filed

and progressed in accordance with the procedures set forth in Article 31. If further appeal is desired from the decision of the highest District representative, such appeal shall be made in accordance with the provisions of Article 32.

f) If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employee shall be reinstated and compensated for the actual wage loss, if any, suffered by the employee.

g) Employees acting as witnesses at the request of the District in investigations and hearings shall suffer no deduction in pay for actual time lost from regular assignments by reason thereof. If used on rest days or while off duty, the employee shall be compensated for time spent with a minimum of three (3) hours' pay.

h) For the purpose of computing the time limits set forth in this Article, Saturdays, Sundays, and holidays shall be excluded.

## ARTICLE 31

## FILING OF CLAIMS - PROCEDURE - LIMITATIONS

a) All claims or grievances must be presented in writing by or on behalf of the employee involved to the representative of the District authorized to receive same within thirty (30) days from the date of the occurrence on which the claim or grievance is based. Should any claim or grievance be disallowed, the District shall, within twenty (20) days from date same is filed, notify whoever filed the claim or grievance (the employee or Union representative) of the reason for such disallowance; it being agreed that claims filed on prescribed forms and appeals will be submitted in duplicate and the District representative receiving the claim will acknowledge receipt of same by signing and returning one copy to party submitting the claim. Decisions will be mailed in duplicate by the District and the party receiving same will sign and return one (1) copy to the District representative. In the event that the supervisor fails to answer within twenty (20) days, the Union may advance the grievance to the next step.

b) An employee who feels otherwise unjustly treated shall, if written request setting forth the employee's complaint is made to the employee's immeidate supervisor within twenty (20) days of the cause of the complaint, have the right of conference with the employing officer, assisted by the employee's duly accredited representative, at which conference it will be the effort to dispose of the complaint based upon the facts and arguments there presented, and/or the same right of a hearing and appeal as provided in Section (c) below.

c) When claims made within the thirty (30) days from date of occurrence are declined, the Union shall have twenty (20) days from the date of notice declining claim to present a written appeal on the claim to the Department Head. If written appeal is not filed within such twenty (20) day limit, the matter shall be considered closed. Such formal written appeal shall include a "Statement of Claim", "Statement of Facts", and "Position of the Union".

d) If appeal of the formal claim is filed within the twenty (20) day limit, as provided in Section (b), following date claim is declined, the Union shall have twenty (20) days from date of decision to appeal to the General Manager or his designated representative. If appeal in writing is not made within the twenty (20) day limit, the matter shall be considered closed.

e) When claims arising from the application of this Agreement are submitted originally by the Union, the District shall render its decision promptly and without unnecessary delay, but not later than twenty (20) days from the date of submission. Claims appealed to higher officers will be decided within twenty (20) days from date of such appeal by such officers. All appeals to higher officers will be made by the Union within twenty (20) days from date of decision.

f) By agreement between the District and the Union, the time set forth in Sections (c), (d), and (e) may be extended to specific times in individual cases.

g) If further appeal is desired from the decision of the highest District representative, such appeal shall be made in accordance with the provisions of Article 32.

h) 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.

i) When overpayments are made to clerical employees, no deduction shall be made to cover the overpayment beyond sixty (60) calendar days prior to the date of advice to the individual, with copy to the Division Chairman, with respect to deduction to be made.

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

k) The terms "claim" as used herein means any time claim, or other claim, other than discipline (see Article 30), which may arise under the application or interpretation of this Agreement.

l) 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.

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

## ARTICLE 32

## ARBITRATION PROCEDURE

a) Claims or grievances arising under the interpretation of application of this Agreement, if not satisfactorily settled, and the Union desires, the claim or grievance may be submitted to arbitration upon the Union's written request. The request for arbitration shall be served upon the District within thirty (30) days from date of decision of the highest officer of the District designated to handle disputes.

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

(1) The Arbitration Panel shall consist of seven (7) persons, three (3) chosen by the Union, three (3) chosen by the District, and the seventh (7th) to be chosen by the District and the TCU. The District and the Union shall submit to each other the names of their respective representatives within five (5) days of the receipt of the demand to submit a grievance to arbitration and shall meet to select an arbitrator from the agreed to panel.

The Union and the District shall meet at the beginning of each of the three years of the Agreement to establish an up-to-date arbitration panel.

2) In the event representatives chosen by the parties cannot agree within five (5) days upon a person to act as a seventh (7th) member and Chairman of the Board, the District and the Union representatives shall immediately thereafter jointly request the Supervisor of the California State Conciliation Service to submit to them the names of seven (7) 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 District or the Union. Within five (5) days after the receipt of said list, the Union and the District representatives shall each strike three (3) names from it in the following manner:

The two (2) representatives shall determine by lot the order of elimination, and thereafter each shall in that order eliminate three (3) names from said list. The seventh (7th)

and remaining name shall thereupon be accepted by both the District and the Union as the third member and Chairman of the Board. The Union and the District members of the Board shall immediately thereafter notify the Supervisor of the California State Conciliation Service of their joint selection.

3) The date for the hearing shall be set at the earliest date convenient for the parties.

By agreement between the District and the Union, the time set forth in Section (a), Paragraph (1), (2) and (3) may be extended to specific times in individual cases.

4) The parties further agree: (a) that each party shall be responsible for any expense in connection with the presentation of its case; (b) that all other expenses of arbitration shall be borne equally by the parties, and said expenses may include the making of a verbatim record of the proceedings and a transcript of that record; (c) that the Board shall render a written decision or award within a time limit to be agreed upon by the parties; and the majority decision of the Board shall be final and binding upon the parties.

5) Either party may call any employee as a witness in any proceedings before the Board, and if the employee is on duty, the District agrees to release him/her from duty so he/she may appear as a witness.

b) It is understood and agreed that the provisions of Articles 30, 31, and 32 shall be the sole and exclusive means of settling any dispute or controversy arising out of the application or interpretation of this Agreement.

## ARTICLE 33

## TRANSPORTATION PRIVILEGES

a) Employees will be given transportation privileges at time of employment.

b) Spouse will be given transportation privileges after completion of employee's probationary period. Transportation privileges will be continued to the spouse and dependent children of a deceased or retired employee during the spouse's life or until the spouse's remarriage.

c) Employee's dependent children will be given school transportation privileges after completion of employee's probationary period.

d) Retired employees, for the purpose of application of this Article, are considered as employees. 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 taking severance as of May 29, 1969, be considered in the same category as retired employees, in the application of this Article.

e) Lost passes must be immediately reported to employee's division or department. The District will levy a fifteen dollars ($15.00) administrative fee (three dollars [$3.00] for retirees) for the replacement of a lost or stolen pass belonging to the employee or dependent. Only one pass per person will be replaced each year; mutilated passes turned in will be replaced without charge or limit.

f) Lost passes will be replaced after thirty (30) days following receipt of completed report on prescribed form.

g) All passes must be surrendered at the time of termination of employment. Employees who fail to surrender passes will be charged twenty dollars ($20.00) per month for the balance of the period for which each pass is issued.

h) 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 District, transportation privileges will be retained during the spouse's life or until the spouse remarries.

i) Transportation privileges to dependent children will continue to attainment of age nineteen (19) or in case of a full-time student, to age twenty-two (22).

## ARTICLE 34

## HOLIDAYS

a) Employees who work on the following legal holidays, namely, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or by Proclamation shall be considered the holiday) shall be paid an additional day at one and one-half (1½) times the straight time hours. In addition, employees are entitled to four (4) preference days or, "Floating Holidays".

New employees shall receive four (4) floating holidays on June 1st following their date of hire.

Employees who work on their birthday or anniversary date shall be paid an additional day at one and one-half (1½) times the straight time hours. When the employee's birthday or anniversary date falls on one of the legal holidays referred to above, the work day immediately before or after the legal holiday will be considered the employee's birthday for the purpose of this Article. For employees whose birthday or anniversary date falls on February 29, the 28th day of February will be observed as the employee's birthday, or anniversary date in other than leap years.

b) When a holiday as provided in Section (a) occurs on an employee's rest day or on a day when the employee is not scheduled to work, such employee shall be paid an additional eight (8) hours holiday pay provided the employee has scheduled compensation credited to either the last scheduled or assigned work day before the holiday or the first scheduled or assigned work day after the holiday.

c) If an employee does not have scheduled compensation credited to both the last scheduled or assigned work day before the holiday and the first scheduled or assigned work day after the holiday, the employee will not be paid holiday pay unless the employee works on the holiday.

d) When a holiday as provided for in Section (a) occurs during the vacation of a vacationing employee, the employee may be granted one additional vacation day with no reduction in pay. If the additional vacation day is not granted the employee will receive one additional day's pay at straight time rate.

If the holiday falls on a scheduled rest day of vacationing employee, the employee shall be entitled to an additional vacation day or an additional day's pay.

NOTE: Payment for sick leave is not to be considered compensation in the application of this Article.

e) An employee whose birthday or anniversary date falls during the week may be permitted to take the holiday off in conjunction with his/her scheduled days off.

f) The personal preference days, or "Floating Holidays" referred to in Section (a) above will be guaranteed days off and the employee will not work on those holidays. These holidays will be selected on the basis of seniority. The District reserves the right to determine the number of employees who may select any particular date as floating holiday. One (1) floating holiday may be used as an emergency floater with twenty-four (24) hours advance notice, with the permission of management. Pay for the holidays will be in accordance with Article 34(a), (b), (c), and (d).

Floating holidays must be assigned seven (7) days in advance of the taking of the holiday, except in emergencies.

g) A new employee hired after February 1st who has earned four (4) floating holidays, may carry the floating holidays over into the next year at the employee's option.

h) For employees working on the third shift, holidays, other than birthday, anniversary, or floating holidays, will be observed on the night prior to such holiday.

## ARTICLE 35

## VACATIONS

a) 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:

Vacations will be allowed at straight time rate of pay, as follows:

One (1) week vacation after one (1) year of continuous service.

Two (2) weeks vacation after two (2) years of continuous service.

Three (3) weeks vacation after five (5) years of continuous service.

Four (4) weeks vacation after ten (10) years of continuous service.

Five (5) weeks vacation after fifteen (15) years of continuous service.

Six (6) weeks vacation after twenty (20) years of continuous service.

b) For those employees who are on a forty (40) hour week basis, forty (40) hours shall constitute one week vacation; eighty (80) hours shall constitute two (2) weeks vacation; one hundred twenty (120) hours shall constitute three (3) weeks vacation; one hundred sixty (160) hours shall constitute four weeks vacation; two hundred (200) hours shall constitute five (5) weeks vacation; and two hundred forty (240) hours shall constitute six (6) weeks vacation.

If an employee is regularly assigned to work more than eight (8) hours per day on his/her position, he/she shall be accorded additional vacation pay equal to the regularly scheduled overtime pay assigned to his/her position. Employees on vacation will be compensated as if they had remained at work.

When a holiday as provided in Article 34 occurs on a scheduled work day of vacationing employees, they may be granted one (1) additional vacation day with no reduction in pay. If the additional vacation day is not granted, employees will receive one (1) additional day's pay at straight time rate.

If the holidays falls on a scheduled rest day of the vacationing employee, he/she shall be entitled to an additional vacation day or an additional day's pay.

c) An employee's vacation will start following rest days of employee. The Division Chairman will be provided a copy of all vacation schedules.

d) When employees are recalled by the District within one (1) year after furlough in accordance with Article 16, the amount of vacation the employee will be entitled to receive in the future will be based upon that period of continuous service from the date of most recent hire prior to furlough and the period of employment after return from furlough, but will not include the time spent on furlough.

When an employee is restored to service within ninety (90) days from the date of honorable discharge from the military service of the United States, the "years of continuous service" under this Article will include the time spent in military service.

e) Vacation periods shall not be cumulative.

f) Any employee who, by reason of illness, injury, or leave of absence, is absent from duties for eighty-five (85) days or less during the year's service, will be entitled to a full vacation. Employees absent from their duties for more than eighty-five (85) days during the year will be entitled to one-twelfth (1/12) of their normal vacation for each month or major fraction thereof, which they worked. Employees absent because of injury sustained while on duty will not be subject to this provision.

g) 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 (a) and (b) of this Article, new employees after one (1) year of service, will be entitled to one-twelfth (1/12) of their normal vacation for each month or major fraction thereof of service between the date of employment and the beginning of the vacation year, which will be bid after the first anniversary date of employment. New employees who had earned less than one-half (½) of their normal vacation as of the starting date of the vacation year will be paid in cash for this vacation credit. Such vacation allowances will be taken or paid for after the completion of one year of service. Annual vacation will thereafter be granted as of the vacation year.

h) An employee whose employment is severed shall be paid the accumulated vacation allowance, prorated on the basis of one-twelfth (1/12) of the normal vacation, for each month or major fraction thereof for which they have vacation due.

i) An employee may work during such employee's vacation period in full week increments in the event of mutual consent on the part of the District and the employee. An employee so working shall receive pay for time worked as well as the appropriate vacation allowance.

j) Any employees who have not taken a vacation which they have earned under the provisions of this Article, and if off duty because of sickness for a period of thirty (30) days or more, may, during the period of their illness, take their vacation pay in lieu of vacation. However, if and during the time they draw disability benefits, they will not be eligible for vacation pay in lieu of their vacation.

k) Subject to the provisions of the preceding sections of this Article 35, vacations may be taken between June 1 and May 31.

After vacation schedule has been prepared, employees will chose vacation period in advance. Vacation periods will be selected in seniority order.

When an employee elects to split his/her vacation, only the first vacation period will be granted in seniority order, see Article 14(c), and the remaining vacation period will be chosen in seniority order after other employees in the department have chosen their vacation period.

The vacation period of an employee who has left the department will be posted for bid. The vacation of a position which became vacant by an employee leaving the department will be offered to the remaining employees for bid.

Employees will be paid vacation pay in advance provided they have fifteen (15) days advance written notice.

ARTICLE 36

# SICK LEAVE

All regularly assigned employees shall be entitled to paid sick leave allowance subject to the following provisions:

a) All employees shall be entitled to an annual sick leave allowance, the amount of which shall be determined by Sections (b) and (c) below. The start of the sick leave year for each employee shall commence as of the anniversary date of that employee's most recent employment by the District.

b) The amount of sick leave pay to which an employee is entitled during his/her sick leave year shall be determined by his/her number of years of continuous service as of the start of each sick leave year in accordance with the following schedule:

One (1) year (and less than four (4) years) of continuous service - one (1) week forty (40) hours.

Four (4) years (but less than seven (7) years of continuous service - two (2) weeks eighty (80) hours.

Seven (7) years and over of continuous service - three (3) weeks one hundred twenty (120) hours.

c) Employees will accumulate sick leave allowance during any year to the extent of their unused allowance which occurred under Section (b) of this Article, the preceding seven (7) years plus the current year. Any such accrued allowance will, in case of bona fide sickness, first be applied against their absences before applying sick leave allowance accruing during the year in which the absence occurs. This Article does not contemplate any accumulated sick leave allowance from any year except the seven (7) plus the current year immediately preceding the year during which the absence occurs.

d) The foregoing provisions for sick leave payments shall apply only to illness and off-duty accidents. The District may request a certificate from a licensed physician or health professional, e.g., Registered Nurse, Physician's Assistant, or Licensed Vocational Nurse.



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e) If time lost is due to an occupational injury covered by Workers' Compensation, the Workers' Compensation benefits to which the injured employee is entitled will be deducted from sick leave benefits.

f) When the employee is entitled to receive California Employment Development Department - State Disability Insurance, 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 State Disability Insurance paid for such day shall equal the eight (8) hours payment.

g) Except as provided in (h) below, should death occur during the period of sick leave, benefits will cease on the day following date of death.

h) Seventy-five (75%) of an employee's unpaid sick leave will be paid to the employee or his/her beneficiary upon the employee's retirement. In case of death prior to retirement, all of an employee's unused sick leave will be paid to his/her beneficiary.

No payment will be made to employees who terminate from the service of the District for other reasons.

i) When requested by the District, an employee returning from sick leave who has been absent three (3) or more days may be required to furnish a doctor's release before actually starting to work.

j) On or about October 15th of each year, employees may indicate, in writing, 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 one hundred sixty (160) hours accrued sick leave after "cashing in" sick leave.

k) Any employee who, by reason of illness, injury, or leave of absence, is absent from duties for eighty-five (85) days or less during the year's service, will be entitled to full sick leave accrual. Employees absent from their duties for more than eighty-five (85) days during the year will be entitled to one-twelfth (1/12) of their normal sick leave accrual for each month or major fraction thereof, which they worked.

## ARTICLE 38

[Article 38 will be supplied at a later date]

ARTICLE 38

PENSION PLAN

SECTION 1. INCORPORATED IN AGREEMENT

The Pension Plan known as the Southern California Rapid Transit District/Transportation Communications Union Retirement Income Plan, as amended June 1, 1982, is incorporated herein and made a part hereof by reference. This plan covers the employees coming within the terms and provisions of this Agreement.

SECTION 2. IDENTIFICATION OF PLAN AND AMENDMENTS

a) The Pension Plan referred to above is the plan made effective June 1, 1964, as amended by the Eighth Amendment effective June 1, 1982, and approved by the District and the Union, with the Amendments listed in the Memorandum of Agreement dated September 8, 1969, which will be incorporated into the plan.

b) It is understood that all provisions of the Southern California Rapid Transit District/Transportation Communications Union Retirement Income Plan dated December 25, 1965, as amended June 1, 1974, which are not affected by the September 8, 1979, Memorandum of Agreement, will remain unchanged.

## ARTICLE 39

## GROUP LIFE INSURANCE

a) The District shall, as a condition of employment, require all employees covered by this Agreement 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.

b) The Group Life Insurance carried by each employee hired on or after September 1, 1969, will be in the amount of ten thousand dollars ($10,000).

c) Employees carrying an amount of insurance under the existing policy of less than ten thousand dollars ($10,000), will be permitted to increase their Group Life Insurance to ten thousand dollars ($10,000). Employees carrying an amount of insurance under the existing policy of more than ten thousand dollars ($10,000) will be permitted if they so desire, to continue the same amount of coverage.

d) The District shall pay the premium for active employees for the first fourteen thousand dollars ($14,000) of their group insurance, after completion of two (2) years of continuous service. Each employee by the prescribed form shall authorize the District to deduct from earnings the amount of premium other than that to be paid by the District as above specified. The premium to be paid by the employee shall be computed at the same rate from time to time paid by the District for such insurance, the present rate being forty-three (43¢) per thousand per month.

e) Employees who have no earnings during the payroll period for which deductions are to be made will be required to pay their proportion of the premium direct to the District. Employees absent on account of sickness in excess of twelve (12) months shall be required to pay the entire premium for all of their coverage under the group policy. During the first twelve (12) months of such absence the District shall pay the premium on the first fourteen thousand dollars ($14,000) of insurance in the case of any employee who shall have completed two (2) years of continuous service as of the date of commencement of such absence.

f) Employees on leave of absence in excess of twelve (12) months, excluding Union representatives currently representing employees of the District may, by payment of their premium for the extent of their

group insurance coverage, continue to be covered by the group insurance policy. Such participation shall be restricted to the period of time specified under Article 19 of this Agreement.

g) Union representatives referred to herein who are employees of the District and who are on leave of absence representing employees covered by this Agreement and who are participating in the Group Life Insurance Program, will have the premium for the first fourteen thousand dollars ($14,000) paid for by the District.

h) The Group Life Insurance Policy shall carry a clause which will allow the employee, should he/she terminate his/her service with the District, for any reason whatsoever, to convert said policy within thirty (30) days from date of termination or on retirement to continue insurance in the amount of fifty percent (50%) of the amount carried prior to retirement.

i) The premium rate for the amount of group insurance carried by the retired employee shall be at the then current premium rate.

j) Employees absent from work because of illness and who do not make the required group insurance plan 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 District, the amount of unpaid premium will be deducted from the above-referred to wages.

k) Effective November 1, 1972, the District shall contribute to the Trust Fund established by Article 37 hereof the sum of one dollar and thirty-seven and one-half cents ($1.375) per month per employee (limited to employees for whom the District is required to make health insurance contributions pursuant to Article 37). The said sum shall be used by the Trustees of said Trust Fund for the sole purpose of paying insurance premiums for additional Group Life Insurance benefits, and no part of said sum shall be used for purchasing any other type of benefit.

l) Active employees may purchase up to fourteen thousand dollars ($14,000) worth of additional life insurance coverage, through the Trust Fund established by Article 37 hereof at the group rate which may be established from time to time by the Trust Fund.

## ARTICLE 40

## BEREAVEMENT LEAVE

A Bereavement Leave Absence up to three (3) working days shall be granted employees as a result of death in the immediate family without any reduction in pay. Verification of Death is required within five (5) days of return to work. The immediate family is considered to be employee's parents (including step-parents or foster parents); grandparents; sisters; brothers; spouse and children; spouse's parents (including step-parents or foster parents); grandparents; sisters and brothers; grandchildren of the employee or the employee's spouse.

A Bereavement Leave of Absence up to five (5) working days shall be granted employees who must leave the state as a result of death in the immediate family without any reduction in pay. The employee must provide proof of having left the state within five (5) days upon return to work.

## ARTICLE 41

## SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

The Southern California Rapid Transit District Law of 1964 provides, in part, in Section 30754:

> "The District shall not acquire any existing transit system or part thereof whether by purchase, lease, or condemnation, or otherwise, or dispose of or lease any transit system or part thereof, or merge, consolidate or coordinate any transit system or part thereof, or substitute any type of equipment on any system or part thereof for the then existing equipment, or terminate any lease arrangement or management contract, or reduce or limit the lines or service of any existing system or of its system unless it shall first have made adequate provision for the District's employees who are or may be displaced, or whose wages, hours, place, or conditions of employment are or may be adversely affected."

In order to protect the rights of individuals holding positions on various properties acquired by the District, the right of individuals to exercise their seniority in other classifications is recognized when such change of conditions displaces them from the position they were occupying at the time of such acquisition. Following the exercise of their seniority, in accordance with the rules of their agreement in order to continue employment with the District, the following provisions are made for those employees who are separated from employment with the District through the exercise of such seniority by senior employees:

a) Employees with two (2) years or more of service with the District and its predecessor companies, whose services with the District have been terminated under the above circumstances, will be eligible for the benefits under the plan described below. Excluded from eligibility are all those whose services terminated for other causes, such as disciplinary reasons, work stoppage, picketing, or any concerted action in a labor dispute, employees absent on account of sick leave, or other leave of absence, any war or hostile act of a foreign power, sabotage, or any act of God. Any cancellation of a position for which there is no further requirement and is not due to the integration of companies, lines, or facilities mentioned above does not provide protection as herein specified.

b) After a loss of position, the employees must exercise seniority on positions for which qualified or on any position on which he/she may be required to qualify by the District when notified that such vacancy exists by the District.

c) When no position is available, the employee shall be eligible for such benefits for one (1) year from the date of separation from the District payroll when other conditions of eligibility are fulfilled.

d) The employee must keep the District advised of any change of address during the period of eligibility to be eligible to receive such benefits.

e) The employee was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a survivor's allowance under Workers' Compensation laws), where publicly financed, or a pension or retirement benefit financed in whole or in part by the District.

f) The employee is not eligible for, nor did receive any unemployment benefit or similar protection allowance under any contract, plan or agreement with any other employer for the same displacement.

g) The employee has claimed the benefits provided under this plan from the District in accordance with this Agreement and has presented proper evidence each week of receipt of regular unemployment benefits from the State Unemployment Insurance Fund.

h) If applicant's State Unemployment Benefits are under protest or appeal, supplemental benefits will not be paid until the case is adjudicated.

BENEFITS

a) Up to a maximum of twenty-six (26) weeks within the period of eligibility, an eligible applicant for supplemental benefits will receive the lesser of:

1. An amount which, when added to the applicant's State Benefit and other compensations (as defined under Section, "State Benefit and Other Compensation"), for such week, will equal sixty-five percent (65%) of his/her weekly straight time wages with the District computed as provided in Sub-section (b) of this Section, or

2. Twenty-five dollars ($25.00) per week.

b) Applicant's weekly straight time District wage shall be computed by:

1. Multiplying the regular base hourly rate for the position during the last thirty (30) days he/she worked for the District by forty (40), or

2. Multiplying by twelve (12) and dividing by fifty-two (52) the regular monthly salary last held during the last thirty (30) days he/she worked for the District.

3. Reducing the amount so obtained by the sum of all Federal and/or State contributions which would be required to be collected, deducted, or withheld by the District from a regular weekly wage of such amount paid to him/her for the last pay period commencing during such thirty (30) days.

4. In event the eligible applicant under this plan shall have been absent by reasons beyond the District's control to such an extent as to reduce the Base Period Quarterly Earnings used to determine the amount of benefits under the State Unemployment Insurance Law below the amount for full-time employment, the benefit used for the purpose of applying this plan shall be the amount of pay the employee would have received had the employee worked full time.

5. The minimum payable under this plan to those eligible to receive benefit shall be eight dollars ($8.00) per week.

## STATE BENEFIT AND OTHER COMPENSATION

For the purpose of this Agreement, "State Benefit and other Compensation" will mean the amount of State Unemployment Compensation actually received and any deduction made by reason of requirements of State Unemployment Compensation that said deductions be made because of compensation otherwise received.

## CONTINUITY OF BENEFIT

The amount of twenty-six (26) weeks of benefits for which the severed employee under this plan is eligible must be completed within one (1) year from the date of separation from the District payroll, but does not need to be continuous within the year following his/her separation, but does need, in each and every case, to have evidence submitted by the applicant of actual payment of State Unemployment Benefits for each week of such eligibility at the time supplemental benefit is claimed.

## REEMPLOYMENT SENIORITY

Any employee suffering loss of position under circumstances for which he/she is eligible to claim the benefits herein provided, is entitled, at first opportunity, to exercise his/her seniority for reemployment within one (1) year from the last day worked for the District, in any classification within the Union's Agreement for which the employee is eligible, as provided in Section (b), when such vacancy in the District organization occurs prior to the exercise of such seniority by any person outside of the classification seniority roster concerned.

## NON-EMPLOYEE STATUS

No person receiving benefits under this plan shall for that reason be deemed an employee of the District during such period, and shall not thereby accrue any greater right to accrue, participate in, or receive benefits under any other employee benefit plan to which the District contributes than he/she would if he/she were not receiving such benefit.

## OPTION

Employee may elect to accept two (2) weeks gross earning in the employee's regular position, plus accrued vacation privileges, and upon such election will waive all rights to any other provisions of the Supplemental Unemployment Benefit Plan.

ARTICLE 42

UNION SHOP

a) The District agrees, as a condition of employment, that all employees in the service of the District and covered by this Agreement on the effective date of this Agreement shall become members of the Union within thirty (30) days of the effective date of this Agreement, and as a condition of employment, maintain their membership in the Union in good standing; also, all new employees covered by this Agreement shall become members of the Union and thereafter maintain their membership in good standing within thirty (30) days from the date they entered the service of the District.

b) The District agrees, upon notice from the Union, to discharge any employee who has not become or remained a member in good standing in the Union, as herein provided. No person would be discharged for failure to maintain good standing membership in the Union unless such discharge would be legal under term of the Labor-Management Relations Act of 1947, as amended.

c) The District shall inform each employee now in the service, as well as each new employee, of the existence of this Agreement, Rules and Sections.

d) The District shall furnish each new employee with the name and address of the Transportation Communications International Union and refer him/her to the Transportation Communications International Union where a copy of this contract may be obtained.

All new applicants will report to the Transportation Communications International Union, Covina Office, before entering the service of the District for the purpose of being interviewed by the Transportation Communications Union. It is agreed by the Transportation Communications Union that they will not necessarily detain the new applicants but will interview them and advise them to return to the District's Office.

e) The District agrees to make payroll deductions, including those for "Responsible Citizens Political League" according to the terms and conditions of the "Authorization for Payroll Deductions" for each employee who executes and maintains such authorization and the amount of the deduction will be in accordance with the current notifications submitted by the Union and on file in the District's office.



S.C.R.T.D. LIBRARY

Authorization for Payroll Deductions shall remain in effect and deductions will continue to be made from pay for compensated service until cancelled by the employee or the authorized Union representative. In the event earnings of an employee are insufficient to permit full amount of deduction, no deduction will be made.

f) The Union agrees that it will indemnify, defend and save harmless the District from any and all liability arising from entering into or complying with the terms of Section (d) above.

g) The following payroll deductions shall have priority over deductions covered by this Article:

Federal, State and Municipal taxes and other deductions required by law, including garnishments.

Amounts due the District.

Group Life Insurance contributions.

Prior valid assignments and deductions.

ARTICLE 43

## REPRESENTATION

Authorized Union representatives (Grand Lodge Representatives, General Chairman, Vice General Chairman, Assistant to the Vice General Chairman, and Local Chairman) will be permitted on the property at any time to conduct business with the committeemen, without interference.

It is understood that the Union will provide the General Manager's designee of the District with a list showing the names of the Grand Lodge Representatives, General Chairman, Vice General Chairman, the Assistant to the Vice General Chairman, and the Local Chairman, as well as the names and area of jurisdiction of the committeemen. The Union will also promptly advise the District of any change in this list.

A member of the Protective Committee or a Steward may leave his/her work during working hours, with the permission of his/her immediate supervisor, for the purpose of performing the following duties for an employee or group of employees in his/her jurisdiction.

1) To present a grievance for adjustment to the aggrieved employee's supervisor when so requested by an employee under his/her jurisdiction.

2) To investigate any such grievance so that it can be properly presented to the employee's immediate superior, or further processed.

If the duties performed by a member of the Protective Committee or a Steward as described above are performed at his/her regular work location, there will be no loss of pay for the Union representative for up to two (2) hours per case.

## ARTICLE 44

## FAIR LABOR STANDARD ACT APPLICATION

a) If any additional costs for overtime compensation to employees covered by this Agreement would be imposed on the District 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 shall become inoperative to the extent that such provision(s) impose(s) additional overtime costs on the District.

b) Such provision(s) shall be changed to create no additional costs to the District by reason of the application of the FLSA.

c) For purposes of complying with FLSA, an employee's work week 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 District and the Union, an employee's work week 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 work week 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 work weeks.

d) During the term of this Agreement the District shall notify the Union in writing if any additional cost as provided in Paragraph 1 would be imposed on the District because of any provision(s) of this Agreement by reason of the FLSA.

e) In accordance with Paragraph 2 above the District and the Union shall meet within ten (10) working days of receipt of said written notice to meet in an attempt to renegotiate the language of the provision(s) which create additional cost to the District by reason of the application of the FLSA.

## ARTICLE 45

## EFFECTIVE DATES - DURATION - TERMINATION

a) Except as otherwise provided herein, this Agreement shall be made effective June 30, 1988 and shall remain in full force and effect to and including June 29, 1991, and shall continue in effect thereafter, unless notice in writing of termination has been served by either party upon the other not later than ninety (90) days prior to June 29, 1991 may be terminated by either party serving upon the other written notice of termination not later than ninety (90) days prior to the time it is proposed to make such termination.

b) Any requests to modify or change this Agreement 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 29, 1991 and in the event the Agreement is in effect after such date by reason of the provisions of Section (a) of this Article 45, not later than ninety (90) days prior to the time it is proposed to make such change or modification.

c) This Contract constitutes the final Agreement of the parties hereto on the subjects covered herein; and it is hereby agreed that neither party shall use any type of economic force concerning the terms of this Agreement during the term of said Agreement.

Signed this 30th day of June, 1988 at 425 South Main Street, Los Angeles, California.

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS

W. D. Spradlin
General Chairman

P. A. Duran
Vice General Chairman

R. D. Burnett
Vice General Chairman

J. R. Doyen
Vice General Chairman

D. J. O'Malley
Field Assistant to the International President

W. L. LeBeouf
West Coast Representative

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

Alan F. Pegg
General Manager

John W. Richeson
Assistant General Manager
Equipment and Facilities

Roger L. Kundert
Director of Employee Relatio

Brenda L. Diederichs
Employee Relations Manager

L. Jane Bouffard
Senior Administrative Analys

William Kovach
Acting Materiel Manager

Stephanie Keyes
Human Resources Analyst

Arnaud Friedlander
Labor Relations Assistant

APPENDIX I

# RATES OF PAY

The rates of pay for newly hired employees after the signing of the Agreement will be those in effect on November 30, 1978. These rates will remain unchanged until there is a dollar and fifty cents ($1.50) per hour difference between the new and old rates. Once the dollar and fifty cents ($1.50) per hour difference is achieved, the new employees will receive sixty percent (60%) of future basic wage increases and COLA increases.

In the event an employee in the service of the District, on a position covered by the BRAC Agreement, on the date of the signing of this Agreement changes his/her position for any reason he/she shall receive the June 1, 1979 rate of the new position, including any basic wage and COLA increases.

Employees bidding from one seniority roster to another involving a change in classification of work shall be paid eighty-five percent (85%) of the established rate for a period of thirty (30) calendar days and the established rate thereafter. It is understood that he/she will receive no less than the rate of his/her former position unless the established rate of the new position is less than the rate of the former position, in which event the rate of the new position will be paid.

Employees hired after September 1, 1979 for positions covered by this Agreement will be paid in accordance with Rates of Pay as discussed in Appendix I in the following manner: Seventy-five percent (75%) of the established rate, as shown in Appendix I for the first six (6) months of employments, eighty percent (80%) for the second six (6) months, eighty-five percent *85%) for the third six (6) months, ninety percent (90%) for the fourth six (6) months, ninety-five percent (95%) for the fifth six (6) months, and the full established rate thereafter.

Certain job classifications have been excepted from the paragraph above due to recruiting difficulties for hiring new employees. New employees in these classifications will be hired at ninety percent (90%) of top rate for the first six (6) months; ninety-five percent (95%) for the second six (6) months of service and will be paid top rate thereafter. These classifications are as follows:

Bindery Operator II

Data Processor Operator I

Data Processor Operator II

Division Stenographer

Photolithographic Process Operator

Printer II

Telephone Information Clerk

Vehicle Verification Clerk

Word Processor Operator I

Word Processor Operator II

## APPENDIX II

## COST-OF-LIVING CLAUSE

(a) All employees covered by this Contract shall be covered by a cost-of-living provision as set forth in this Section.

(b) The basic wage rates as shown in Article 2 will not be reduced by the application of this cost-of-living provision. An upward adjustment in the costs of living shall be in the amount of one (1) cent for each 0.135 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) Adjustments will be made each three (3) months with the first application September 1, 1988, based upon changes, if any, between the fixed base of April, 1988 and July, 1988.

The District shall apply the new series CPI for the duration of this contract.

# LETTER OF AGREEMENT NO. 1

It is agreed that because of the varied types of positions within the scope of Roster 1 and the difficulty experienced in filling these positions under the procedure outlined in Rule 15(c), this Roster 1 will hereafter, for the purpose of filling a position or vacancy on the roster, be divided into three (3) groups, as follows:

## GROUP NO. 1

Ticket Clerks
Agents
Chief Clerk Ticket Office
Supervising Ticket Clerk
Red Cap Porters

## GROUP NO. 2

Service Directors

## GROUP NO. 3

Lost Article Clerk
Ticket Stock Clerk
Baggage Clerks
Report Clerk in Ticket Office
Report and Statistical Clerk
General and Ticket Clerk
Ticket Office Clerk

By dividing the roster into three (3) groups as outlined above, the filling of the position will require the contacting of each employee in the group, and when there is no one in the group desiring such position or vacancy, the procedure provided in Rule 15 (c)(1) will be followed.

It is further understood and agreed that any employee on Roster 1 in Groups 1, 2 or 3 who wish to be considered for a vacant position on Roster 1 in any other group may give written notice to the District, with copy to the Local Chairman, and the employee giving such written notice will then be contacted in seniority order when filling positions or vacancies in another group on Roster 1, in line with the employee's written request. (See Rule 15 (c) for waiver of this notice requirement.)

Letter of Agreement I (Cont'd.)

This Letter of Agreement is subject to cancellation on ten (10) days' written notice by either party.

Dated at Los Angeles, California, this 13th day of March 1980.

FOR THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT:

Jack R. Gilstrap
General Manager

John S. Wilkens
Manager of Employee Relations

Donald J. Cornish
Administrator for Labor Relations

FOR THE BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES:

L. C. Mobley
Vice General Chairman

## LETTER OF AGREEMENT NO. III

In connection with the revisions of the current Agreement, any employee who has not lost seniority under the provisions of rules of the current Agreement will be governed by the provisions of Rule 11 (e) of this Revised Seniority Agreement. Any employee who currently holds seniority rights on more than two (2) seniority rosters will be permitted to retain seniority on only two (2) seniority rosters. The roster on which he is currently working to be designated as his "new roster"; the roster where the oldest seniority date can be established, if seniority has not already been lost, to be designated as his "original roster". An employee currently holding seniority on more than two (2) rosters will have the oldest seniority date designated as his "original roster" unless he elects through proper written notification to designate an intermediate roster as an "original roster", which designation shall be done in writing with copy to Local Chairman. Such election must be made not later than December 15, 1972.

Revised seniority rosters will be posted on or before January 1, 1973 and will be subject to protest for a period of fifteen (15) days. Each employee will be personally responsible to check seniority on his original as well as current roster. Any employee feeling an error has been made in his seniority date or dates will file a written protest with the officer posting the roster, copy to the Local Chairman, within the fifteen (15) day period. Protests will be posted February 1, 1973 showing permanent seniority dates subject to protest under Rule 12 of the existing Agreement. Any seniority date as set forth on January 1, 1973 roster will be considered permanently established unless protested or an employee furnishing good and valid reason for not protesting, good and valid reasons being defined as an employee being on vacation, sick leave or other leave of absence, which employee shall have five (5) days from date of his return to service to file written protest.

Dated at Los Angeles, California, this 13th day of March 1980.

FOR THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT:

Jack R. Gilstrap
General Manager

John S. Wilkens
Manager of Employee Relations

Donald J. Cornish
Administrator for Labor Relations

FOR THE BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES:

L. C. Mobley
Vice General Chairman

# LETTER OF AGREEMENT NO. V

It is agreed that the following non-represented positions shall henceforth come under the scope of the existing labor agreement between the Southern California Rapid Transit District and the Brotherhood of Railway and Airline Clerks under the conditions as set forth herein. These positions are as follows:

Department 3110

Maintainer
Sr. Attendant
Attendant

Department 4200

Research Assistant, Library

Department 4400

Customer Information Representative
Customer Information Assistant
Customer Information Aide
Assistant Customer Information Representative

Department 5000

Service Specialist
Stenographer
Assistant Passenger Service Representative

Department 7100

Assistant Cashier
Supervising Accounts Payable Clerk

Department 7200

Data Control Specialist

Department 9500

Technician Aide

It is understood and agreed that the positions of Customer Information Representative, Service Specialist and Assistant Passenger Service Representative, when placed under the agreement, shall be excepted from the Promotion, Assignment and Displacement rules of the Agreement.

The incumbent in each position may elect, by October 29, 1977, to become a member of the Brotherhood and establish roster seniority as indicated in personal letters dated August 31, 1977 and be covered by the wage, fringe benefits and working conditions of the existing Agreement with the Brotherhood. The position will immediately be covered by all the rules of the Agreement.

Those incumbents not so electing will not be covered by the Agreement. Their positions will be covered by this Agreement when they are vacated by the present incumbent, at which time the vacancy, if to be filled, will be bulletined in accordance with the rules of the labor agreement.

Dated at Los Angeles, California, this 13th day of March 1980

FOR THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT:

Jack R. Gilstrap
General Manager

John S. Wilkens
Manager of Employee Relations

Donald J. Cornish
Administrator for Labor Relations

FOR THE BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES:

L. C. Mobley
Vice General Chairman

## LETTER OF AGREEMENT NO. VI

This will refer to our discussions ending on April 20, 1976 concerning the return of clerical work covered by the scope of the current Clerks' Agreement to employees covered by the rules of that Agreement.

Without repeating all that was said, it was agreed that:

(1) Roster No. 9 (Shop Clerks) and Roster No. 11 (Material Control & Stores Unit) shall be merged effective May 1, 1976 by dovetailing the seniority of the employees on the two rosters using the earliest roster seniority date the employees have on either of the two rosters. If two employees have the same seniority date, their relative standing shall be determined by the parties. The merged roster shall thereafter be referred to as Roster 14.

(2) (a) Attached hereto and made a part of this Agreement is Roster No. 9 (Shop Clerks) as was in effect April 30, 1976. This roster will be used now and in the future in bidding and bumping for the Shop Clerk (Equipment Records Specialist) positions in existence on April 30, 1976.

(b) Attached hereto and made a part of this Agreement is Roster No. 11 (Material Control & Stores Unit) as was in effect April 30, 1976. This roster will be used now and in the future in bidding and bumping for positions presently covered by this roster including positions being retitled and rerated as Stock-Shop Clerks and Rest Day Relief Position, but excluding new Stock-Shop Clerks and new Rest Day Relief positions being established May 10, 1976.

(c) Employees currently holding seniority on both Roster No. 9 and 11 shall be allowed to designate the roster on which he will hold prior rights. Such designation must be made no later than April 30, 1976. If no designation is made, the employee's prior rights shall be on the roster on which he is currently working.

(3) (a) Positions in existence April 30, 1976:

| Hours | No | Position | Location | Base Ra |
|---|---|---|---|---|
| AM | 88 | Storekeeper | 1-11 | 1027.00 |
| AM | 88 | Shipping Clerk | 1-11 | 988.00 |
| PM | 88 | Jr. Stock Clerk | 1-11 | 921.00 |

| Hours | RD | Position | Location | Base Rate |
|---|---|---|---|---|
| MID | SS | Jr. Stock Clerk | 1-11 | 921.00 |
| AM | SS | Shop Clerk | 1-11 | 1076.00 |
| AM | SS | Storekeeper | 2 | 1027.00 |
| AM | SS | Shipping Clerk | 2 | 988.00 |
| AM | SS | Stock Clerk - Truck Driver | 2 | 961.00 |
| PM | SS | Jr. Stock Clerk | 2 | 921.00 |
| MID | SS | Jr. Stock Clerk | 2 | 921.00 |
| AM | SS | Shop Clerk | 2 | 1076.00 |
| MID | SS | Shop Clerk | 2 | 1076.00 |
| AM | SS | Storekeeper | 3-10 | 1027.00 |
| AM | SS | Shipping Clerk | 3-10 | 988.00 |
| PM | SS | Jr. Stock Clerk | 3-10 | 921.00 |
| MID | SS | Jr. Stock Clerk | 3-10 | 921.00 |
| AM | SS | Shop Clerk | 3-10 | 1076.00 |
| AM | SS | Storekeeper | 4-5 | 1027.00 |
| AM | SS | Shipping Clerk | 4-5 | 988.00 |
| PM | SS | Jr. Stock Clerk | 4-5 | 921.00 |
| MID | SS | Jr. Stock Clerk | 4-5 | 921.00 |
| AM | SS | Shop Clerk | 4-5 | 1076.00 |
| AM | SS | Storekeeper | 6 | 1027.00 |
| AM | SS | Shop Clerk | 6 | 1076.00 |
| AM | SS | Storekeeper | 7 | 1027.00 |
| AM | SS | Shipping Clerk | 7 | 988.00 |
| PM | SS | Jr. Stock Clerk | 7 | 921.00 |
| MID | SS | Jr. Stock Clerk | 7 | 921.00 |
| AM | SS | Shop Clerk | 7 | 1076.00 |
| AM | SS | Storekeeper | 8 | 1027.00 |
| AM | SS | Shipping Clerk | 8 | 988.00 |
| AM | SS | Shop Clerk | 8 | 1076.00 |
| AM | SS | Shop Clerk | 9 | 1076.00 |
| AM | SS | Storekeeper | 9 | 1027.00 |
| AM | SS | Shipping Clerk | 9 | 988.00 |
| PM | SS | Jr. Stock Clerk | 9 | 921.00 |
| MID | SS | Jr. Stock Clerk | 9 | 921.00 |
| AM | SS | Shop Clerk | 12 | 1076.00 |
| AM | SS | Storekeeper | 12 | 1027.00 |
| AM | SS | Storekeeper | 15 | 1027.00 |
| AM | SS | Shop Clerk | 15 | 1076.00 |
| AM | SS | Storekeeper | 18 | 1027.00 |
| AM | SS | Shop Clerk | 18 | 1076.00 |

(b) Location 14 (South Park) is not listed as there is no change being proposed but the same principle shall apply with respect to the positions at that location as are applied to the positions listed below:

(c) Positions to be in existence as of May 10, 1976:

| Hours | RD | Title | Location | Basic Rate |
|---|---|---|---|---|
| AM | SS | Storekeeper* | 1-11 | 1027.00 |
| AM | FS | Shipping Clerk* | 1-11 | 988.00 |
| PM | SM | Stock-Shop Clerk* | 1-11 | 1000.00 |
| MID | TW | Stock-Shop Clerk* | 1-11 | 1000.00 |
| AM | SS | Equipment Records Specialist x | 1-11 | 1076.00 |
| Hours of job relieved | TF | Rest Day Relief | 1-11 | Rate of job x |
| AM | SS | Storekeeper* | 2 | 1027.00 |
| AM | FS | Shipping Clerk* | 2 | 988.00 |
| AM | SS | Stock Clerk Truck Driver* | 2 | 961.00 |
| PM | SM | Stock-Shop Clerk* | 2 | 1000.00 |
| MID | TW | Equipment Records Specialist x | 2 | 1076.00 |
| AM | SS | Equipment Records Specialist x | 2 | 1076.00 |
| Hours of job relieved | TF | Rest Day Relief * | 2 | Rate of job |
| AM | SS | Storekeeper * | 3-10 | 1027.00 |
| AM | FS | Shipping Clerk* | 3-10 | 988.00 |
| PM | SM | Stock-Shop Clerk* | 3-10 | 1000.00 |
| MID | TW | Stock-Shop Clerk* | 3-10 | 1000.00 |
| AM | SS | Equipment Records Specialist x | 3-10 | 1076.00 |
| Hours of job relieved | TF | Rest Day Relief | 3-10 | Rate of job |
| AM | SS | Storekeeper* | 4-5 | 1027.00 |
| AM | FS | Shipping Clerk* | 4-5 | 988.00 |
| PM | SM | Stock-Shop Clerks* | 4-5 | 1000.00 |
| MID | TW | Stock-Shop Clerks* | 4-5 | 1000.00 |
| AM | SS | Equipment Records Specialist x | 4-5 | 1076.00 |
| Hours of job relieved | TF | Rest Day Relief | 4-5 | Rate of job |
| AM | SS | Equipment Records Specialist x | 6 | 1076.00 |
| PM | SM | Storekeeper* | 6 | 1027.00 |
| MID | TW | Stock-Shop Clerk | 6 | 1000.00 |

| Hours | RD | Title | Location | Basic Rate |
|---|---|---|---|---|
| Hours of job relieved | TF | Rest Day Relief | 6 | Rate of job re |
| AM | SS | Storekeeper* | 7 | 1027.00 |
| AM | FS | Shipping Clerk* | 7 | 988.00 |
| PM | SM | Stock-Shop Clerk* | 7 | 1000.00 |
| MID | TW | Stock-Shop Clerk* | 7 | 1000.00 |
| AM | SS | Equipment Records Specialist x | 7 | 1076.00 |
| Hours of job relieved | TF | Rest Day Relief | 7 | Rate of job re |
| AM | FS | Storekeeper* | 8 | 1027.00 |
| AM | SS | Equipment Records Specialist x | 8 | 1076.00 |
| PM | SM | Stock-Shop Clerk* | 8 | 1000.00 |
| MID | TW | Stock-Shop Clerk | 8 | 1000.00 |
| Hours of job relieved | TF | Rest Day Relief | 8 | Rate of job re |
| AM | SS | Equipment Records Specialist x | 9 | 1076.00 |
| AM | SS | Storekeeper* | 9 | 1027.00 |
| AM | FS | Shipping Clerk* | 9 | 988.00 |
| PM | SM | Stock-Shop Clerk* | 9 | 1000.00 |
| MID | TW | Stock-Shop Clerk* | 9 | 1000.00 |
| Hours of job relieved | TF | Rest Day Relief | 9 | Rate of job re |
| AM | SS | Equipment Records Specialist x | 12 | 1076.00 |
| PM | SM | Storekeeper* | 12 | 1027.00 |
| MID | TW | Stock-Shop Clerk | 12 | 1000.00 |
| Hours of job relieved | TF | Rest Day Relief | 12 | Rate of job re |
| AM | SS | Equipment Records Specialist x | 15 | 1076.00 |
| PM | SM | Storekeeper* | 15 | 1027.00 |
| MID | TW | Stock-Shop Clerk | 15 | 1000.00 |
| Hours of job relieved | TF | Rest Day Relief | 15 | Rate of job re |
| AM | SS | Equipment Records Specialist x | 18 | 1076.00 |
| PM | SM | Storekeeper* | 18 | 1027.00 |
| MID | TW | Stock-Shop Clerk | 18 | 1000.00 |
| Hours of job relieved | TF | Rest Day Relief | 18 | Rate of job r |

* Positions to which employees on Roster No. 11 as of April 30, 1976 have prior rights.

x Positions to which employees on Roster No. 9 as of April 30, 1976 have prior rights.

(4) It is understood and agreed that the position of Equipment Records Specialist at Location No. 2 assigned to work midnights with rest days of Tuesday and Wednesday may be reclassified to a Stock-Shop Clerk when it is permanently assigned to anyone that is not listed on Roster No. 9 as of April 30, 1976.

(5) (a) A bulletin will be posted by April 26, 1976 listing the prior right positions that have had their rate of pay, rest days or hours changed. This bulletin will show the job number, title, hours, rest days, location, rate of pay and a brief description of the duties of the position. On May 3, 1976, the District and the Brotherhood representatives shall meet at 10:00 a.m. at South Park Shop for the purpose of canvassing the employees on the roster involved and making the assignments. If any employee on the roster involved does not desire to make application for these posted positions they should so indicate in writing to their department head prior to 10:00 a.m. May 3, 1976.

(b) On May 5, 1976, there will be advertised fifteen (15) positions titled Stock-Shop Clerks and/or Rest Day Relief positions as well as the positions not filled by 5(a) above. These positions shall be subject to bids by employees in seniority order on the combined roster No. 14 under the provisions of Rule 15.

(6) (a) No employee involved in or affected by the change brought about by this agreement shall, for a period not to exceed four years from the effective date of such change, be placed in a worse position with respect to daily compensation than he last occupied prior to such change, so long as he is unable, in the normal exercise of his seniority rights under existing agreements, to obtain a position producing daily compensation equal to or exceeding the daily compensation of the position held by him at the time of the change. If an affected employee fails to exercise his seniority rights to secure another available position which does not require him to leave the agreed to locations, to which he is entitled under the working agreement, which carries a rate of pay exceeding that of the position which he elects to retain, he shall be treated for the purposes of this section as occupying the position (so long as it is available to him) which he elects to decline.

(b) For the purpose of this section only, Locations 1-11, 2, 3-10, 4-5, 7 and 14 are one location and shall be considered the central location. Locations 8 and 15 are one location and shall be considered the San Fernando location. All other locations shall be considered as individual locations.

(c) Overtime will continue to be paid under the rules and overtime worked before or after the change shall have no effect on the wage guarantee.

(d) Employees who leave one location and go to another location may select the location they desire and no position at any other location shall affect their wage guarantee except positions in the location they left.

(e) On any day an employee is absent due to personal lay off he shall receive no wage guarantee. This does not apply to absences for which he is due compensation.

(f) The compensation of the position the employee last occupied shall be adjusted to reflect all subsequent wage changes including cost-of-living adjustments.

(7) Employees holding prior rights and listed on Roster No. 9 as of April 30, 1976 who are working as Equipment Records Specialists shall select vacation periods in line with their seniority on Roster No. 9 as of April 30, 1976. Employees working as Equipment Records Specialists who do not have seniority on Roster No. 9 as of April 30, 1976 shall be assigned vacation schedules after those having prior rights have selected their vacation dates.

(8) It is understood and agreed that the District will not have more than one Stock-Shop Clerk on any shift at a division and no Stock-Shop Clerks will be established on the daylight shift except by agreement between the parties.

## Agreed to Questions and Answers in Connection With Letter Agreement No. VI

**Question:** Employee "A" working at South Park bids in a job under Section 5 of this agreement or is bumped by an employee due to the changing of the positions under this agreement, is he involved or affected by this change?

**Answer:** Yes.

**Question:** Employee "A" working in a location on April 30, 1976, at a daily rate of $50.00 per day. On May 10, 1976, the highest rate he can hold in that location is $45.00. Is he due a wage guarantee and, if so, how much?

**Answer:** He is due a wage guarantee of $5.00 per day.

**Question:** Using the same employee, if there is a position available to him at another location paying $50.00 a day. Is he due a wage guarantee and, if so, how much?

**Answer:** He is due a wage guarantee because this is another location. The guarantee is $5.00 because that is the highest rate he could hold at his location.

**Question:** Using the same employee, there are two positions available to him at his location, one paying $45.00 per day, and one paying $40.00 per day, and he takes the $40.00 per day job. What is his guarantee?

**Answer:** His guarantee is $5.00 per day.

**Question:** Using the same employee, six months later a position goes up for bid for which he is qualified paying $50.00 per day, is he due a wage guarantee if he declines this position?

**Answer:** No.

**Question:** Using the same employee, guarantee $50.00, passes up a $45.00 position available to him and takes a $40.00 per day position. Is being paid $5.00 per day guarantee. Six months later the $45.00 per day job becomes unavailable to him for any reason such as abolishment or being taken by a senior employee and the $40.00 per day position is the highest rated position he can hold, what is his guarantee then?

**Answer:** $10.00 per day.

Dated at Los Angeles, California
March 13, 1980

FOR THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT:

Jack R. Gilstrap
General Manager

John S. Wilkens
Manager of
Employee Relations

FOR THE BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES:

L. C. Mobley
Vice General Chairman

LETTER OF AGREEMENT NO. XXiX

BETWEEN

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

AND

BROTHERHOOD OF RAILWAY, AIRLINE & STEAMSHIP CLERKS

It is agreed that because of the varied types of positions within the Scope of Roster 14, that for the purposes of filling positions and short vacancies, that Roster 14 be divided into two (2) groups, as follows:

| ROSTER 14 GROUP 1<br>MAINTENANCE | ROSTER 14 GROUP 2<br>PURCHASING |
|---|---|
| Senior Equipment Records Specialist | Material Control Clerk |
| Equipment Records Specialist | Storekeeper |
| Assignment Coordination Clerk | Travelling Storekeeper |
| | Receiving Dock Storekeeper |
| | Stock Clerk |
| | Truck Driver Clerk |
| | Utility "A" |
| | Kardex Clerk |
| | Junior Price Clerk |
| | Senior Price Clerk |

All employees on Roster 14 will be divided departmentally into the above two (2) groups. Employees will retain Roster 14 seniority within their respective groups and any employee transferring between groups 1 or 2 will retain Roster 14 seniority.

a. By dividing the roster into two (2) groups as outlined above, employees on both group 1 and group 2 will be allowed to bid on vacancies that occur on either group 1 or 2. In awarding the position the senior employee in the group in which the vacancy occurs, who submits a bid and who has fitness and ability, will be awarded the position. In the event the position is not filled by an employee in the group in which the vacancy occurs, the senior employee in the other group, who submits a bid and who has fitness and ability, will be awarded the position. In the event no bids are received from either groups 1 or 2 of Roster 14, the vacancy will be filled in accordance with Article 15.

b. In the event a short vacancy exists on either Group 1 or 2, the vacancy shall be filled in accordance with Article 17.

Article 17 shall first be applied to the employees of the Group in which the vacancy exists that have memos on file to work overtime. If unsuccessful in filling the position, then Article 17 will be applied to those employees in the other group who have memos on file to work overtime. If unable to fill the short vacancy from either group, the provisions of Article 17 will be applied to the entire list of Roster 14 employees.

c. In the event employees are affected by account force reduction or the exercise of seniority rights, they must exhaust their seniority rights on the Group in which they are presently working before being permitted to displace a junior employee on the other group, except they will not be required to displace to a position in either group which pays a lesser rate than a position to which their seniority entitles them and for which they are qualified on their original group.

If the employee is unable to make a displacement on either group of Roster 14, he/she is eligible for a displacement in accordance with Article 11(c) (2) and (7).

Signed this 3rd day of February, 1986, at 425 South Main Street, Los Angeles, California.

FOR BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS

P. A. Duran
General Vice Chairman

A. R. Carlick
Division Chairman

FOR SOUTHERN CALIFORNIA RAPI TRANSIT DISTRICT

John A. Dyer
General Manager

John W. Richeson
Assistant General Manager for Management

Roger L. Kundert
Director of Employee Relati

Brenda L. Diederichs
Acting Labor Relations Manag

LETTER OF AGREEMENT NO. XXXIV

BETWEEN

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

AND

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS

The District and the Brotherhood agree that nothing in this agreement shall be deemed to permit the subcontracting of any work covered by this agreement, except by mutual agreement between the parties.

Signed this 3rd day of February, 1986 at 425 South Main Street, Los Angeles, California.

FOR BROTHERHOOD OF RAILWAY, AIRLINE & STEAMSHIP CLERKS

Peter A. Duran
Vice General Chairman

Arthur R. Garlick
Division Chairman

FOR SOUTHERN CALIFORNIA RAPI TRANSIT DISTRICT

John A. Dyer
General Manager

John W. Richseon
Assistant General Manager for Management

Roger L. Kundert
Director of Employee Relatic

Brenda L. Diederichs
Acting Labor Relations Manag

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# LETTER OF AGREEMENT NO. XXXVI

## BETWEEN

## SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

## AND

## BROTHERHOOD OF RAILWAY, AIRLINE & STEAMSHIP CLERKS

In connection with the Metro Rail Department and the Office of Management and Budget, it is agreed between the parties that a joint job audit to determine the work and/or position(s) coming within the scope of the Agreement shall be conducted by a team represented by the Brotherhood and the District. The team shall be composed of two representatives from the Brotherhood and one representative each from Employee Relations and Personnel Department.

The joint job audit shall commence after the signing of the contract on the date agreed upon by the Brotherhood and the District and all determinations shall be settled not later than July 30, 1985.

Incumbent(s) in the position(s) determined to be under the BRAC Scope rule shall either join the BRAC by September 1, 1985 or vacate the position(s) before such date. If the position(s) is/are vacated, the resulting vacancy(ies) shall be filled in accordance with Article 15 as soon as possible.

Signed this 26th day of June, 1985, at 425 South Main Street, Los Angeles, California.

FOR BROTHERHOOD OF RAILWAY, AIRLINE & STEAMSHIP CLERKS

Peter A. Duran
Vice-General Chairman

Arthur R. Garlick
Division Chairman

FOR SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

John A. Dyer
General Manager

John W. Richeson
Assistant General Manager for Management

Roger L. Kyndert
Director of Employee Relations

Brenda L. Diederichs
Acting Labor Relations Manager

RTD

John A. Dyer
General Manager

June 8, 1984

Mr. Charles S. Coleman
International Vice President
Brotherhood of Railway, Airline and
Steamship Clerks
1131 Elmford Drive
Cupertino, California 95014

Dear Mr. Coleman:

Pursuant to your conversation on June 8, 1984, with Messrs. John Richeson and Roger Kundert, please be assured that the Metro Rail Project is being implemented as an integral part of the operations of the Southern California Rapid Transit District.

As such, all work which is being performed within the Metro Rail Department which comes within the Scope Article of the BRAC contract will be allocated to the Brotherhood and performed in accordance with the terms and conditions of our existing Collective Bargaining Agreement.

I trust this assurance will resolve your concerns regarding this matter.

Sincerely,

John A. Dyer

cc: Mr. Pete Duran