Denice Findlay

A G R E E M E N T

B E T W E E N

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

A N D

TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION

EFFECTIVE JUNE 30, 1991 TO JUNE 30, 1994

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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.

The District retains all rights, powers and authority which it exercised or possessed prior to the execution of this Agreement, except as specifically abridged by any expressed provisions of this Agreement.

a) The matter pertaining to the management of operation, including the type and kind of service to be rendered to the public and by employees, the equipment used, the maintenance of discipline and efficiency, the hiring, promotion and transfer of employees, and their discharge or discipline for proper cause, are the prerogatives of the District, subject only to such limitations thereon as are expressly set-forth elsewhere in this Agreement.

b) The Transportation-Communications Union recognizes that willful infractions of the District's Rules and Regulations will constitute cause for disciplinary action. No rules or regulations promulgated or enforced by the District shall be valid if they violate any provisions elsewhere set-forth in this Agreement.

c) The District's exercise of any prerogatives violative of a provision of this Agreement may be made the subject of a grievance or dispute.

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. The words appearing in the male gender include the female gender and vice versa.

RECOGNITION

The Southern California Rapid Transit District recognizes the Transportation Communications International Union as the exclusive bargaining agent for all employees engaged in the work of the craft or class of employees in the existing Agreement between TCU and District who are employed in Bus and Light and Metro Rail operations. By this it is understood that TCU is recognized as the exclusive bargaining representative for all employees in its Bus and Light and Metro Rail operations whose job classifications are listed in Article 2 of the TCU Agreement and any new classifications which fall within the scope as specified in Article 1 of this Agreement.

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 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 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 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 hours advance notice.

The Union's joint check committee will consist of not more than four 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

The language of this Article will be amended to reflect the following:

Effective June 30, 1991, June 30, 1992 and June 30, 1993, respectively,

a) The current COLA of $1.35 will be added to the current base rates.

b) These base rates for employees hired prior to September 1, 1979 will be increased by 2.2%

c) These base rates for employees hired after September 1, 1979 will be increased by 2.6%

A new classification of custodian (replacing Janitors and Mopper Waxers) is added with a July 1, 1991 base rate of $11.57 per hour (no base rate increase on July 1, 1991, but will receive base rate increases under (b) above on July 1, 1992 and July 1, 1993) and applicable COLA.

TCU EMPLOYEES HOURLY WAGE RATES

FOR EMPLOYEES HIRED

PRIOR TO SEPTEMBER 1, 1979

	6/30/91	6/30/92	6/30/93
ACCOUNTS CLERK	15.21	15.54	15.88
ACCTS. PAYABLE CLERK	15.28	15.62	15.96
ASSIGNMENT COORDINATION CLERK	16.38	16.74	17.11
BINDERY OPERATOR I *			
BINDERY OPERATOR II **	16.45	16.87	17.31
CASH CLERK	15.67	16.01	16.36
CASH CLERK/ASST. CCC SUPERVISOR	15.67	16.01	16.36
CASH CLERK/MOPPER WAXER	15.67	16.01	16.36
CASH CLERK/REL VAULT TRUCK DVR	15.67	16.01	16.36
CLERK	15.21	15.54	15.88
CLERK, STOPS AND ZONES *			
CUSTODIAN **	11.27	11.56	11.86
CUSTOMER INFORMATION AGENT I	15.14	15.47	15.81
CUSTOMER INFORMATION AGENT II	15.39	15.73	16.08
CUSTOMER SERVICE AGENT I	15.67	16.01	16.36
CUSTOMER SERVICE AGENT II	15.93	16.28	16.64
DATA CONTROL SPECIALIST	15.41	15.75	16.10
DATA ENTRY OPERATOR	15.21	15.54	15.88
DATA PROCESSING DOCUMENT CLERK	15.96	16.31	16.67
DATA PROCESSING LIBRARY CLERK	15.96	16.31	16.67
DATA PROCESSING OPERATOR I **	14.45	14.82	15.21
DATA PROCESSING OPERATOR II **	16.71	17.15	17.59
DATA TECHNICIAN TCU **	16.50	16.93	17.37
DISBURSEMENT TYPIST	15.21	15.54	15.88
DIVISION STENOGRAPHER	15.39	15.73	16.08
DOCUMENT PRODUCTION TECHNICIAN **	16.17	16.59	17.02
EQUIP. INVENTORY SPECIALIST	16.38	16.74	17.11
EQUIPMENT RECORDS SPECIALIST	16.38	16.74	17.11
GENERAL CLERK	15.53	15.88	16.23
GENERAL CLERK I	15.80	16.15	16.50
GENERAL CLERK II	15.43	15.77	16.12
GENERAL CLERK/MARKETING	15.30	15.64	15.98
GENERAL AND TICKET CLERK *			
GENERAL AND TICKET CLERK I *			
INFORMATION SCHEDULE ROOM CLERK *			
INFORMATION CLERK	15.14	15.47	15.81
JANITOR	14.31	14.62	14.94
JUNIOR PRICE CLERK *			

*** INACTIVE CLASSIFICATION**
**** POSITION PAID AT SAME RATE OF PAY FOR PRIOR AND AFTER 1979**

KARDEX CLERK *			
LEAD DATA PROCESSING OPERATOR **	17.07	17.51	17.97
LEAD MOPPER-WAXER	14.97	15.30	15.64
MAIL & DUPLICATING CLERK	14.83	15.16	15.49
MAIL CARRIER	15.35	16.69	16.03
MATERIAL CONTROL CLERK	16.38	16.74	17.11
MESSENGER CLERK/REL MAIL CARRIER	14.89	15.22	15.55
MESSENGER CLERK	14.89	15.22	15.55
MOPPER WAXER	14.67	14.99	15.32
MOPPER WAXER/REL MESSENGER CLERK	14.67	14.99	15.32
ORDER TYPIST *			
PASSENGER RELATIONS REPRESENTATIVE	16.26	16.62	16.98
PASSENGER SERVICE REPRESENTATIVE *			
PAYROLL CLERK	15.21	15.54	15.88
PENSION & INSURANCE CLERK	15.39	15.73	16.08
PERSONNEL CLERK	16.22	16.58	16.94
PHOTOCOPYING MACHINE OPERATOR	14.97	15.30	15.64
PHOTOLITHOGRAPHIC PROCESS OPERATOR **	20.54	21.07	21.62
PRINTER I	16.56	16.92	17.29
PRINTER II **	20.54	21.07	21.62
RECEIVING DOCK STOREKEEPER *			
RECORDS CLERK	14.97	15.30	15.64
RELIEF TICKET CLERK *			
REVENUE CLERK	15.21	15.54	15.88
SCHEDULE CLERK	16.89	17.27	17.65
SCHEDULE TYPIST *			
SERVICE DIRECTOR	16.20	16.56	16.92
SR. ACCTS. PAYABLE CLERK	15.44	15.78	16.13
SR. CUSTOMER SERVICE AGENT II	16.21	16.57	16.93
SR. EQUIPMENT RECORD SPECIALIST *			
SR. PRICE CLERK *			
SR. TRUCK DRIVER/CLERK	16.33	16.69	17.06
STENOGRAPHER	15.39	15.73	16.08
STOCK CLERK	15.81	16.16	16.51
STOREKEEPER	16.38	16.74	17.11
SUPV. ACCTS. CLERK	16.37	16.73	17.10
SUPV. ACCTS. PAYABLE CLERK	16.37	16.73	17.10
SUPV. CONTROL CLERK	16.37	16.73	17.10
SUPV. DATA ENTRY OPERATOR	15.40	15.74	16.09
SUPV. SERVICE DIRECTOR	17.09	17.46	17.85
TECHNICIAN AIDE *			
TICKET CLERK	15.67	16.01	16.36
TICKET INFORMATION CLERK *			
TICKET OFFICE AND REP. CLERK *			
TIMETABLE STOREKEEPER *			
TRAVELING STOREKEEPER	16.38	16.74	17.11
TRUCK DRIVER/CLERK	15.90	16.25	16.61
TYPIST CLERK	14.97	15.30	15.64
UTILITY "A"/TCU	14.92	15.25	15.58
VAULT TRUCK DRIVER	15.81	16.16	16.51
VEHICLE VERIFICATION CLERK	16.38	16.74	17.11
WORD PROCESSOR OPERATOR I **	15.47	15.87	16.29

*** INACTIVE CLASSIFICATION**
**** POSITION PAID AT SAME RATE OF PAY FOR PRIOR AND AFTER 1979**

TCU EMPLOYEES HOURLY WAGE RATES

FOR EMPLOYEES HIRED

AFTER SEPTEMBER 1, 1979

	BASE RATE 6/30/91	BASE RATE 6/30/92	BASE RATE 6/30/93
ACCOUNTS CLERK	13.51	13.86	14.22
ACCTS. PAYABLE CLERK	13.57	13.93	14.29
ASSIGNMENT COORDINATION CLERK	14.64	15.02	15.41
BINDERY OPERATOR I *			
BINDERY OPERATOR II **	16.45	16.87	17.31
CASH CLERK	13.94	14.31	14.68
CASH CLERK/ASST. CCC SUPERVISOR	13.94	14.31	14.68
CASH CLERK/MOPPER WAXER	13.94	14.31	14.68
CASH CLERK/REL VAULT TRUCK DVR	13.94	14.31	14.68
CLERK	13.51	13.86	14.22
CLERK, STOPS AND ZONES *			
CUSTODIAN **	11.27	11.56	11.86
CUSTOMER INFORMATION AGENT I	13.42	13.77	14.13
CUSTOMER INFORMATION AGENT II	13.68	14.03	14.40
CUSTOMER SERVICE AGENT I	13.94	14.31	14.68
CUSTOMER SERVICE AGENT II	14.21	14.58	14.96
DATA CONTROL SPECIALIST	13.70	14.05	14.42
DATA ENTRY OPERATOR	13.51	13.86	14.22
DATA PROCESSING DOCUMENT CLERK	14.23	14.60	14.98
DATA PROCESSING LIBRARY CLERK	14.23	14.60	14.98
DATA PROCESSING OPERATOR I **	14.45	14.82	15.21
DATA PROCESSING OPERATOR II **	16.71	17.15	17.59
DATA TECHNICIAN TCU **	16.50	16.93	17.37
DISBURSEMENT TYPIST	13.51	13.86	14.22
DIVISION STENOGRAPHER	13.68	14.03	14.40
DOCUMENT PRODUCTION TECHNICIAN **	16.17	16.59	17.02
EQUIP. INVENTORY SPECIALIST	14.64	15.02	15.41
EQUIPMENT RECORDS SPECIALIST	14.64	15.02	15.41
GENERAL CLERK	13.82	14.18	14.55
GENERAL CLERK I	13.98	14.35	14.72
GENERAL CLERK II	13.72	14.07	14.44
GENERAL CLERK/MARKETING	13.59	13.95	14.31
GENERAL & TICKET CLERK *			
GENERAL & TICKET CLERK I *			
INFO/SCHEDULE ROOM CLERK *			
INFORMATION CLERK	13.42	13.77	14.13
JANITOR	12.64	12.97	13.31
JUNIOR PRICE CLERK *			
KARDEX CLERK *			

*** INACTIVE CLASSIFICATION**
**** POSITION PAID AT SAME RATE OF PAY FOR PRIOR AND AFTER 1979**

LEAD DATA PROCESSING OPERATOR **	17.07	17.51	17.97
LEAD MOPPER-WAXER	13.28	13.62	13.98
MAIL & DUPLICATING CLERK	13.13	13.47	13.82
MAIL CARRIER	13.74	14.10	14.46
MATERIAL CONTROL CLERK	14.64	15.02	15.41
MESSENGER CLERK/REL MAIL CARRIER	13.19	13.54	13.89
MESSENGER CLERK	13.19	13.54	13.89
MOPPER WAXER	12.97	13.31	13.65
MOPPER WAXER/REL MESSENGER CLERK	12.97	13.31	13.65
ORDER TYPIST *			
PASSENGER RELATIONS REPRESENTATIVE	14.52	14.90	15.28
PASSENGER SERVICE REPRESENTATIVE *			
PAYROLL CLERK	13.51	13.86	14.22
PENSION & INSURANCE CLERK	13.68	14.03	14.40
PERSONNEL CLERK	14.48	14.85	15.24
PHOTOCOPYING MACHINE OPERATOR	13.28	13.62	13.98
PHOTOLITHOGRAPHIC PROCESS OPERATOR **	20.54	21.07	21.62
PRINTER I	14.82	15.20	15.60
PRINTER II **	20.54	21.07	21.62
RECEIVING DOCK STOREKEEPER *			
RECORDS CLERK	13.28	13.62	13.98
RELIEF TICKET CLERK *			
REVENUE CLERK	13.51	13.86	14.22
SCHEDULE CLERK	15.13	15.53	15.93
SCHEDULE TYPIST *			
SERVICE DIRECTOR	14.46	14.83	15.22
SR. ACCTS. PAYABLE CLERK	13.73	14.08	14.45
SR. CUSTOMER SERVICE AGENT II	14.47	14.84	15.23
SR. EQUIPMENT RECORD SPECIALIST *			
SR. PRICE CLERK *			
SR. TRUCK DRIVER/CLERK	14.65	15.03	15.42
STENOGRAPHER	13.68	14.03	14.40
STOCK CLERK	14.10	14.46	14.84
STOREKEEPER	14.64	15.02	15.41
SUPV. ACCTS. CLERK	14.63	15.01	15.40
SUPV. ACCTS. PAYABLE CLERK	14.63	15.01	15.40
SUPV. CONTROL CLERK	14.63	15.01	15.40
SUPV. DATA ENTRY OPERATOR	13.69	14.04	14.41
SUPV. SERVICE DIRECTOR	15.33	15.73	16.14
TECHNICIAN AIDE *			
TICKET CLERK	13.94	14.31	14.68
TICKET INFORMATION CLERK *			
TICKET OFFICE & REP. CLERK *			
TIMETABLE STOREKEEPER *			
TRAVELING STOREKEEPER	14.64	15.02	15.41
TRUCK DRIVER/CLERK	14.02	14.38	14.75
TYPIST CLERK	13.28	13.62	13.98
UTILITY "A"/TCU	13.23	13.57	13.92
VAULT TRUCK DRIVER	14.09	14.45	14.83
VEHICLE VERIFICATION CLERK	14.64	15.02	15.41
WORD PROCESSOR OPERATOR I **	15.47	15.87	16.29

*** INACTIVE CLASSIFICATION**
**** POSITION PAID AT SAME RATE OF PAY FOR PRIOR AND AFTER 1979**

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.....5:30 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.

It is understood that employees normally assigned to the second or third shifts will not have their pay reduced while on paid time off (i.e. vacation, jury duty, sick leave pay, bereavement).

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/PORTA PRINTER**

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

2) Positions identified as bilingual in the Telephone Information section shall be rated at seventy-five cents (75¢) per hour above the established rate of pay for the job classification.

Positions identified as bilingual in the prepaid sales section shall be rated at twenty-five cents (25¢) per hour

above the established rate of pay for the job classification.

Employees working a Porta Printer shift (for the hearing impaired) shall receive a twenty-five cents (25¢) per hour differential.

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 positions in the Customer Relations Department (Telephone Information) is as follows:

Open positions will be advertised for bids among all Customer Information Agents on Roster No. 2. In the event bilingual positions are not filled by present Customer Information Agents, the District may hire additional persons to fill the positions. The new bilingual Agents hired for this purpose will be required to remain on the assigned position for a period of twelve (12) months from the completion of their training period.

d) **DIRECT DEPOSIT**

TCU represented employees will be afforded the opportunity participate in the Direct Deposit Program.

ARTICLE 4

RATING POSITIONS

a) The District will meet with the Union to establish the wage rates for new positions which are within the scope of this Agreement. The wages for new positions shall be in conformity with the wages for positions of a similar kind within the scope of this Agreement. If the parties are unable to meet and reach an agreement within twenty-days, from the date the District notifies the Union of such proposals, the District may then implement the new classification and rate, the Union retains the right to grieve any base rate the District then establishes or violation of 4 d) below or any other provision of this Agreement.

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

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. 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) 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.

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 necessary to be 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) **REST DAY ASSIGNMENTS**

1) All possible Rest Day 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.

2) Assignments for Rest Day 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.

3) 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.

4) Employees assigned to Vacation or District Relief Positions will be accorded eight (8) hours off duty between positions they are relieving for vacation purposes.

c) **BEGINNING OF WORK WEEK**

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

d) **DISTRICT RELIEF POOL (DRP)**

The DRP positions are full time assignments that do not have scheduled hours or scheduled days. It is the intent of the District to have a pool of full time positions for the purpose of covering open assignments. These relief assignments shall be guaranteed forty (40) hours pay per week for work performed.

1. PROCEDURE

(a) The DRP positions shall be filled and bulletined in accordance with Article 15, except such bulletins will not designate regularly assigned rest days and duties, but will specify a home location. 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.

(b) 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.

(c) 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.

(d) DRP employees may be trained on specific or all positions on their roster until qualified rather than used to protect vacancies.

(e) 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.

(f) An employee displacing in the DRP shall displace the junior employee in the DRP.

(g) DRP positions may be assigned on a bi-weekly basis to cover known vacancies. In the event of an emergency or unanticipated situation, assignments may be adjusted.

Written requests from DRP employees designating shift and/or location preference which are received prior to the preparation of the bi-weekly schedule will be considered in seniority order in preparing the bi-weekly schedule.

(h) Travel pay will be afforded in accordance with Article 9.

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. For the purpose of this Article, the 36 hour notification will exclude Saturdays, Sundays and Holidays.

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

SHORT VACANCIES/OVERTIME

a) **Definitions**

1) A short vacancy is a position for which the regularly assigned employee will be absent for less than 30 days.

2) An overtime assignment is an assignment which must start prior to or be continued after the end of the regularly scheduled shift or on a regularly scheduled day off when no employees are assigned to the hours to be worked.

3) The Overtime List is a list of employees within a Department who indicate their commitment in writing to work overtime or to fill short vacancies based on location, shift, and/or rest day.

4) Overtime Pay

(a) Except where otherwise provided in this Agreement, time in excess of eight 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 times the basic straight time hours.

(b) Employees who work on their assigned days off shall be paid at one and one-half times their basic hourly straight time rate for all hours worked in excess of forty straight time hours worked in any work week, except where such work is performed by an employee due to moving from one assignment to another or where overtime is required on a scheduled day off.

(c) 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.

5) Overtime List

(a) An Overtime List will be prepared at a minimum of every four months by canvassing all employees in the department.

(1) Employees will indicate their commitment to work when signing their availability to work overtime

or a short vacancy by location, shift and/or rest days, as determined by Departmental policy.

(2) When overtime or a short vacancy is available, employees will be canvassed in seniority order from the Overtime List based on location, shift, and/or rest day for which they indicated availability.

(3) Employees who have signed up and refuse to fill overtime or short vacancies twice, for the location, shift, and/or rest day for which they signed up during the four-month period, may be removed from the Overtime List for the remainder of the four-month period.

(4) Employees removed from the Overtime List in accordance with (3) above will be allowed to reinstate onto the current Overtime List provided the employee requests reinstatement in writing to his/her immediate supervisor. If the employee is reinstated onto the current Overtime List, the employee may be required to accept overtime when he/she is called for overtime. Employee refusing overtime after reinstatement may be subject to Article 30.

b) **Payment of Overtime**

1) The provisions of Article 7, a), 4), (a) will not be applicable when, in following their assignments from position to position, the Vacation or District Relief positions work more than eight hours on any day. If the Vacation or District Relief position is not accorded eight hours off duty between positions, they shall be compensated at the time and one half rate for service performed beyond their scheduled eight hour shift.

2) Article 7, a), 4), (a) will not be applicable to employees bidding or displacing which requires work in excess of eight hours on any day due to moving to their new assignments.

3) Employees voluntarily working overtime on a scheduled day off will be paid for all hours worked on the scheduled day off. They will be advised of the voluntary work schedule at the time the overtime is offered.

Employees required to work on a scheduled day off will be guaranteed eight hours of work at one and one-half times their basic hourly straight time rate of pay.

Payment for hours worked will be in accordance with Article 7, a), 4) of this Article.

c) **Assignment of Overtime**

1) 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.

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

d) **Filling Overtime Assignments**

1) Employees at the location who are regularly assigned to the kind of work for which overtime is necessary shall be given preference in seniority order in filling overtime assignments.

2) Where work is required by the District to be performed on a day which is not a part of any assignment, employees regularly assigned to the kind of work for which overtime is necessary shall be given preference in seniority order in filling overtime assignments.

3) Planned overtime may be offered as a unit to cover special projects and/or assignments for the total period for which overtime is required. Employees regularly assigned to the kind of work for which overtime is necessary shall be given preference in seniority order in filling overtime assignments.

e) **Filling Short Vacancies**

Short vacancies (including vacation vacancies) 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 Pool 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 7, e), 5).

2) If Article 7, e), 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 7, e), 2) does not provide an occupant, it shall be filled by the senior available and qualified employee on the roster at that location and who has on file a written request for this work.

4) If Article 7, e), 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.

(For positions that require a scheduled delivery [e. g. Truck Driver, Messenger Clerk], to follow Article 7, Section e)(4) may not be practical.)

5) If the provisions of 7, e), 4) do not provide someone to work the short vacancy, the vacancy may be filled by qualified employees from the Overtime List whose hours do not conflict with the hours of the short vacancy and who have on file written requests to be used shall be given the opportunity, in seniority order, to work the short vacancy.

6) If the provisions of 7, e), 5) do not provide someone to work 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.

7) If none of the regular assigned employees desire to work the short vacancy, the employees currently on duty at the location may be required to protect the vacancy.

8) If none of the above alternatives provide an occupant for the short vacancy, the District shall, first unless impractical, fill these short vacancies from the TCU school. If the District is unable to fill these short vacancies from the TCU school, the District may fill the positions with On-Call employees (see Article 15). These employees may not be used to absorb overtime work as provided in Article 7, or be used to evade the establishment of a new position, but will be used as described in Article 7, e).

f) 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.

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

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) All employees travelling to a different assigned work location except those delineated in c) below will receive travel time pay as described in Section d). Location reassignments within shifts, except Zone A, will be afforded an additional hour of travel pay, for each reassignment, but no more than 4 hours travel time per shift.

2) Employees moving from one (1) assigned work location to another work location within Zone A 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) Relief assignments as defined in Article 5(b).

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

ZONE A - NO TRAVEL PAY for Travel Within Zone A
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, Central Maintenance Facility (location 30), Divisions 1, 2, 3, 4, 5 and 10, Location 14 (South Park), 20, and Vernon Yard, South Central Center, and Wilshire.

ZONE B - ONE HOUR TRAVEL PAY for Travel Between Zones A and B or B and C or Within Zone B
Divisions 6, 7, 9, 11, 12, 15, 18 and Del Amo Center, and Hollywood Center.

ZONE C - TWO HOURS TRAVEL PAY for Travel Between Zones A and C or Within Zone C
Divisions 8, 13, 16 and Van Nuys Center.

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) 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.

f) 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) Employees who are asked and agree to start work prior to their regularly assigned starting time will be paid at the rate of time and one-half from the time of reporting for work until the regular starting time and thereafter at the straight time rate of pay for regularly assigned hours.

Employees who are required to report prior to their regularly assigned starting time will be paid at the rate of time and one-half from the time of reporting for work until the regular starting time with a minimum allowance guarantee of one hour pay, and thereafter at the straight time rate of pay for regularly assigned hour.

b) If an employee has completed the regularly assigned tour of duty, is released, and is required to return for further service, he/she 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.

c) Employees notified or called to perform work on a regularly assigned work day but not continuous with the regularly assigned shift shall be allowed a minimum of three hours straight time for two hours work or less, and if held on duty in excess of two hours, time and one-half will be allowed on the minute basis.

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 (the new/current roster). 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:

(a) 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.

(b) 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.

(c) 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.

(d) 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 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

a) 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.

b) Separate seniority rosters shall be established as follows:

Roster No. 1:	Customer Services and Sales
Roster No. 2:	Customer Information Services
Roster No. 3:	Transportation Department
Roster No. 4:	Schedule Department Print Shop
Roster No. 5:	Facilities Maintenance, (Operations) General Services
Roster No. 6:	Accounting and Fiscal Department
Roster No. 7:	Human Resources Department
Roster No. 8:	Equipment Maintenance Department - (General Office)
Roster No. 9:	Service Directors
Roster No. 10:	Contracts, Procurement & Materiel (General Office)
Roster No. 11:	Contracts, Procurement and Materiel (Operations)
Roster No. 12:	Facilities Maintenance (General Office)
Roster No. 13:	Mail Services

Roster No. 14: Equipment Maintenance Department (Operations)

Roster No. 15: Business Development Operating Facilities

Roster No. 16: Planning Department

Roster No. 17: Management Information Systems

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 Departments or organizations within a Department are reorganized, changed, modified or reduced causing a seniority roster to be extended or reduced, the Union and the Employee Relations Department shall meet to determine the appropriate roster, implementation plan and protection for the affected employees.

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.

f) A representative of the Human Resources Department, upon request from a TCU member, will meet at a mutually agreed time, to discuss the areas of strengths and weaknesses identified as a result of the member's participation in the District's selection process.

g) The District has available in-house training programs and benefits to all of its employees for the purpose of improving their skills and increasing their promotional opportunities. These training programs and benefits are made available to all employees, including TCU members, through the Employee Development Section of the Human Resources Department. TCU members are encouraged to take advantage of these training programs and benefits.

ARTICLE 15

FILLING OF POSITIONS

a) All new positions and known vacancies exceeding thirty days that are to be filled (except temporary vacancies not exceeding thirty days duration, as covered by Article 7), shall be promptly filled, as described below. The District will post vacancies of employees on leave of absence as temporary for one hundred eighty days or less. After one hundred eighty 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) An employee may make a total of three moves during a twelve-month period. A fourth move will be permitted if it is to a higher rated position.

d) It is understood that an employee may turn down a specific vacancy, up to and including the time and date the employee is advised he/she is awarded the position, without jeopardizing consideration for a similar position in the future.

e) Each department has the option to select any of the three methods listed below in section f) to fill vacant positions. Each department may change the method of filling vacant positions two times per year. Thirty days prior to the effective date of the change, the department will notify the Union and each employee on leave of absence on the affected roster of such change.

f) **METHODS OF FILLING POSITIONS BY ROSTER SENIORITY**

1) PRE-BIDS

This is the process whereby employees have on file written notice to be considered for specific vacancies, and only those employees that have written notification on file will be considered for the vacancies.

(a) 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.

(b) 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.

2) CANVASSING

This is the process whereby the department fills vacancies by verbally contacting employees in seniority order to notify them of the available vacancy.

3) POSTING

This is the process whereby the department bulletins vacant positions for Roster Seniority choice using the general guidelines described in Section g) below.

If vacant positions are not filled after using the methods listed in Section f), Section g) will apply.

g) **METHOD OF FILLING POSITIONS DISTRICT-WIDE**

1) The ultimate vacancy will then be bulletined in accordance with a) 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 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 days, the position shall be reposted.

(a) When the procedure described in f) 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

(b) Bulletins will be posted in places accessible to all employees affected, and will be open for bid for a period of four 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.

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

(d) The award of the position to the successful bidder will be made within four 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 days where the position was bulletined.

2) The successful bidder 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. An employee not placed in the position within the ten days mentioned above, will thereafter receive the higher of the two rates and in addition will be paid fifteen dollars each work day of the position occupied until placed in the new position. This restriction shall not apply within the Customer Relations Department.

3) In the event the successful bidder is moving 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 days from the date of award, the successful bidder shall be paid fifteen dollars per work day as a penalty for each work day withheld from the position after the expiration of the ten-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.

4) In the event no bids are received from senior employees for bulletined positions, the District shall assign the senior qualified 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.

h) Shake-ups for Customer Information Agents 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 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 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 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 (3).

4) During the interval between shake-ups, weekly bidding will be permitted. All known vacancies of thirty 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 bid will be allowed between each shake-up into 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 (h), this Section (h) shall govern.

i) Employees hired subsequent to the date of this Agreement shall initially be required to remain in a position for ninety days before being allowed to bid on another position,

except for Mopper Waxer or Stock Clerks moving to a position with the same title.

j) Because of the difficulties in filling temporary vacancies, until such time as these vacancies are filled in accordance with the terms of this contract, these vacancies may be filled from the On-Call Pool.

1) An On-Call Pool will be established by the Human Resources Department.

2) The District will coordinate with the TCU school to recruit employees for the On-Call Pool, but recruitment is not limited to this source.

3) On-Call employees will be paid the starting level rate for the classification being worked for each hour worked.

4) On-Call employees will not be used to absorb overtime work or be used to evade the establishment of a new position. Overtime will not be offered to On-Call employees until the overtime provisions of Article 7 have been exhausted.

5) On-Call employees may also be used to fill short vacancies in accordance with Article 7.

6) On-Call employees will be eligible to participate in District in-house training programs during off-duty hours.

7) After thirty days worked, whether or not consecutive, from the date the On-Call employee entered service, the On-Call employees shall become members of the Union. However, the Union initiation fees will be waived until such time as the On-Call employee is placed in a regular permanent TCU position.

8) The Union will receive notification of employees entering the On-Call Pool and upon their reaching thirty (30) working days of employment.

9) On-Call employees may bid on jobs posted District-wide and will be given preference over outside applicants provided they meet the requirements of the position.

10) On-Call employees shall be subject to the Preamble and Articles 1, 2, 3, 5, 7, 8, 10, 15, 17, 27, and 42 of the collective bargaining agreement.

11) If Human Resources is unable to recruit qualified applicants for the On-Call Pool for particular positions, the District will notify the Union and meet to attempt to resolve the District's problem. The number of On-Call employees will be limited to twenty-five (25) working at the District at any one time. However, either the District or the Union may request to meet and discuss expanding or reducing the number

of On-Call employees used to adequately meet the District's needs or to discuss concerns about the application of this On-Call Pool procedure.

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 current 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 on the current roster if the vacancy has been posted District-wide.

Employees must exercise such displacements in writing, which may not be changed, within thirty-six hours from the date and time he/she is notified in writing of the displacement. 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. For the purpose of this agreement the thirty-six hours will exclude Saturdays, Sundays and Holidays.

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 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 Human Resources Department 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 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

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 months from date of furlough.

e) When an employee is notified that he/she is being displaced by a senior employee and such displacement affects more than three employees, the displacement will become effective on either the first day of the pay period or within ten days of notification, whichever comes first.

f) An employee who is assigned to a position under the provisions of Article 15, or makes a displacement, and fails, within sixty 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 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 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 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 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 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 accordance with the provision of Article 7(e).

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 days. An employee having been awarded 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) **LEAVE OF ABSENCE**

A Leave of Absence is defined as a period of thirty (30) consecutive calendar days or more during which the employee does not work due to medical reasons or any period of time during which an employee is granted unpaid time off for other than medical reasons.

b) **PERSONAL LEAVE OF ABSENCE**

Employees may be granted leaves of absence limited, except in case of physical disability, to ninety days in any twelve 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.

c) **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.

d) **MEDICAL LEAVE OF ABSENCE**

1) A medical leave of absence will be granted under the conditions set forth below:

   (a) Submission of written medical documentation from the employee's physician substantiating that the employee is physically unable to perform his regular duties.

   (b) While an employee is on medical leave, (s)he will keep the Human Resources Analyst in charge of the Indefinite Leave Desk informed of his/her current address and telephone number.

   (c) Employees who will be or have been absent 30 calendar days or more will be placed on a medical leave of absence. While an employee is on medical leave, (s)he must submit an updated Attending Physician's Statement to the Human Resources Analyst in the Human Resources Department within thirty (30) days of the last Attending Physician's Statement. Failure to submit an Attending Physician's statement in a timely manner each month may subject the employee to disciplinary action.

2) The District may require an employee on leave of absence due to physical disability to present a release from their treating physician and to submit to a physical examination by a District Physician to determine fitness to return to duty.

e) **SENIORITY WHILE ON LEAVE OF ABSENCE**

1) An employee with two years 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 two (2) years 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) or twelve (12) month leave, as provided in Paragraphs e)1), and 2) above, or f) below, request a further extension in a meritorious case. The District will determine whether the case is meritor-ious by taking into consideration the employee's complete work record, complete attendance record, length of service, circumstances surrounding the present leave, and availability for full-time work. In a non-meritorious case where the recommendation is (a) made by the District's Physician or (b) if the employee's physician disagrees with the District's physician and a third physician concurs with the extension, the extension shall be granted. In the latter case, the third physician shall be selected by the District and the Union and the costs of such determination shall be shared equally by the District and the Union. In the event there is disagreement with the District's determination that a case is not meritorious, a grievance may be filed to the extent such determination is proven to be arbitrary and capricious. The parties agree that the District's determination in any case that is meritorious will be non-precedential for any future cases under this Agreement.

f) Notwithstanding the foregoing, the maximum leave allowable to any employee with two (2) years of service or less will be six (6) months less all time spent on Leave of Absence in the preceding twelve (12) months. For any employee with more than two (2) years of service, the maximum leave allowable will be twelve (12) months less all time spent on Leave of Absence in the preceding sixteen (16) months.

g) 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.

h) **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.

i) **WORKING ELSEWHERE WHILE ON LEAVE**

Any employee who accepts gainful employment while on paid sick leave, except as approved by management, terminates employment with the District.

j) **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 calendar days at eight hours of straight time pay for each work day lost.

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) When a member of the bargaining unit accepts an acting Non-Contract position, he/she has six months with the continued payment of dues and fees from the effective date of the assignment to an acting Non-Contract position to return to a TCU covered position. Employees may elect not to continue with automatic payroll deductions of Union dues. However, in the event the employee fails to maintain membership or pay the uniform dues as required by the Union, the employee will forfeit all seniority rights accrued under this Agreement. If the employee does not return to a TCU covered position within six months, 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. Bargaining unit employees, who wish to be considered for an acting Non-Contract position who meet the qualifications of the position, and who so advise management in writing will be considered for the acting Non-Contract position. The decision by management on who to select for the acting appointment is final and binding. Bargaining unit employees may remain in an acting Non-Contract position and will retain only Health and Welfare and Pension benefits which will be paid by the District in accordance with Articles 37 and 38 for a maximum of six months. The vacant TCU position will be filled in accordance with Article 15.

c) 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.

d) Non-Contract employees protected by seniority provision in Section (c) 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

(c) above are abolished, such employee shall be entitled to the privileges of Article 16.

e) 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, or the employee may displace any junior employee on the current Roster who has been awarded a position under the provisions of Article 15 during his/her absence. Employees thus displaced may exercise displacement rights as provided in Article 16a.

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 provided the employee has on file with Human Resources a prebid for the desired position. The maximum number of prebids allowed is three.

In cases where an unforseen emergency arises (e.g.: Hospitalization) prior to the filing of a prebid, the employee shall have thirty (30) days from the first day of absence in which to file their prebid with Human Resources.

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 Material 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 Material Department (Stores) employees.

d) The District shall provide all new Service Directors and employees in the 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) 3 Trousers (male) 3 Shirts (male) 3 Blouses (female)
PREPAID SALES EMPLOYEES:	2 Vests each 3 Skirts and/or Slacks each (female) 3 Blouses each (female) 3 Shirts each (male) 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 Customer Service Centers, 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 and eighty five dollars ($285) during the first two years of this agreement for the prescribed uniform.

The District shall reimburse each qualified employee up to a maximum of three hundred dollars ($300) during the third year of this agreement.

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 Customer Information Agents who desire them.

g) The District will provide new Thomas Guides for Customer Information Agents.

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

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

j) The District shall provide employees with up to two 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.

l) It is the responsibility of employees to use appropriate care and protection of District issued property.

m) **LICENSES**

1) REIMBURSEMENT OF FEES PAID

Employees with one or more years of service required to renew permits or Class "A" or "B" Drivers licenses by the District or by the federal, state, county, or city governments will be reimbursed for the fees paid for renewing such permits or Class "A" or "B" Drivers licenses.

2) PHYSICAL EXAMINATIONS

a) The District shall pay the cost of the physical re-examination required by the Department of Motor Vehicles, Division of Drivers' Licenses, as well as evidence of such examination, without cost to the employee, providing such physical re-examination is performed at the time and location as directed by the District.

b) The District will schedule the necessary physical re-examination during the employee's regularly scheduled work day.

c) In the event the employee is scheduled for the physical re-examination before or after his/her regularly scheduled work day, the District agrees to pay the employee a guarantee of one hour minimum pay at one and one-half times straight time pay or overtime for the actual time the employee spends at the medical facility if beyond one hour.

d) Treatment for physical ailments or defects found during the physical re-examination is not covered by this Article.

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 exercise its best efforts to maintain healthful working conditions.

The District will provide proper visual and seating equipment for employees operating video display equipment. The Safety Specialist of the Risk Management Department will ensure that the visual and seating equipment provides for individuals' health and safety needs. A complaint from an employee operating video display equipment, of safety or health concerns, will be investigated by the District. Where the District finds a health or safety problem, the District will reasonably accommodate the employee if the employee can perform the essential functions of the job.

The Union may submit complaints or recommendations concerning health or safety concerns that affect a job classification or other group of employees. The District will investigate the complaint or evaluate the recommendation, to determine whether a health or safety problem exists and, if so, the reasonable measures that can be taken to reduce or eliminate the problem.

The District will consider recommendations from the Division Chairman for improvements or modifications to equipment operated by employees, which are intended to promote employees' health and well-being. In addition to the District's obligations on workplace safety under federal and state law, the District invites these recommendations, for the review of the District with the aim of achieving a healthier, but cost-effective work environment.

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 compensated for each hour while in attendance or held for attendance (Sunday and holidays excluded) at the rate of the position to which assigned. 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**

1) 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.

2) 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, including shift differential, total compensation not to exceed eight hours in any one day.

3) 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.

4) The District shall in no case be obligated to compensate for jury duty in accordance with b)2) for jury service:

(a) on employee's regularly scheduled days off or
(b) performed while on Leave of Absence, Sick Leave or Vacation and,

5) 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.

(a) **First Shift**

If on jury duty more than four hours, no need to report for work. If on duty less than four hours report for work and finish shift or, if on Night Court, leave work early to serve.

(b) **Second Shift**

If on jury duty more than four hours, no need to report for work. If on jury duty less than four hours, report for work and finish shift or, if on Night Court, leave early to serve.

(c) **Third Shift**

Employees receiving notices of call to jury duty will be temporarily reassigned to the first shift with Saturday/Sunday rest days, provided fifteen (15) calendar days advance notice of jury duty is given, and employee agrees to limit jury duty service to ten consecutive days.

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

ARTICLE 29

BUSINESS DEVELOPMENT OPERATING FACILITY

a) PURPOSE

The District shall have the right to create one or more Business Development Operating Facilities (BDOF). These facilities shall be for the purpose of contracting directly with the cities or the County of Los Angeles or any other entity not controlled by the District, to provide new transit services as requested.

b) USE OF FACILITIES

Should the District enter into contracts with the cities or Los Angeles County or other entity, not controlled by the District, to operate contracted services, the District may lease or purchase new facilities or may operate at a location of the District or at any location provided by the County or the Cities or contracting entity for such purposes. All Business Development Operators must be dispatched from facilities which are separated from the buildings from which regular drivers are dispatched. The equipment (buses) utilized shall have separate identification markings and logos that distinguish them from the District's regular fleet.

The District and the Union agree as follows:

1) 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:

   (a) An Agreement between the District and the Transportation Communications Union (TCU) which would permit the District to competitively bid and to successfully contract as provided in paragraphs 1 and 2 above.

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

   (c) All Business Development Operating Facility (BDOF) employees will be listed in seniority order on Roster 15, which shall be exclusively a BDOF roster.

   (d) The TCU BDOF positions under 1) above with a reduced rate shall work only at the BDOF location as set forth in Paragraph b) above, and shall only perform work

related to the District BDOF lines and contracts. TCU employees who also perform work relating to the District's regular service, as opposed to BDOF lines, will not be paid the BDOF reduced base rate.

(e) 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 of the Agreement.

2) 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 1) above.

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

ARTICLE 30

DISCIPLINE INVESTIGATION

a) An employee who has been in service covered by these Articles more than ninety 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 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 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 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 specific charges against the employee were not sustained, the record shall be cleared of those charges; 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 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) Employee claims or grievances shall be processed in accordance with the procedure hereinafter provided. Complaints include claims by employees who feel unjustly treated. The parties involved shall make a sincere and determined effort to settle complaints and grievances in the initial steps of the Grievance Procedure. The parties shall endeavor to furnish each other with all information relating to the grievances.

b) The term "grievance" means a claim by an employee or employees in the Bargaining Unit that the terms of this Agreement have been violated, or that there is a question concerning the proper application or interpretation of whether there has been a violation of a provision of this Agreement. Neither the District nor the Union nor an employee shall use or attempt to use the Grievance Procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any respect whatsoever this Agreement or any part thereof.

c) An employee who feels otherwise unjustly treated shall, if written request setting forth the employee's complaint is made to the employee's immediate supervisor within fifteen (15) 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 of a hearing and appeal as provided in Section e) below.

d) The original written grievance form submitted in the Grievance Procedure shall contain the nature of the grievance, act or acts grieved, date of occurrence, identity of employee or employees who claim to be aggrieved and the remedy sought.

e) Should a grievance arise, it shall be handled in the following manner:

1) Step 1

(a) Grievances shall be filed on prescribed forms and appeals will be submitted in duplicate. The District representative receiving the claim will acknowledge receipt by signing and returning one copy to the party submitting the claim.

(b) All claims or grievances must be presented in writing by or on behalf of the employee involved to the

employee's immediate supervisor within twenty-five (25) days from the date of the occurrence on which the claim or grievance is based.

(c) It is the intent that the grievant and/or the union representative meet with the Supervisor to discuss the grievance and attempt to resolve the issue at the first level. Should any claim or grievance be disallowed, the District shall, within fifteen (15) days from the date same is filed, notify in writing the grievant with copy to the Division Chairman of the reason for disallowance.

(d) The disciplinary hearing shall serve as step 1.

(e) Decisions will be mailed in duplicate by the District. The receiving party will sign and return one copy to the District representative.

2) Step 2

(a) If no agreement is reached with the immediate supervisor at Step 1, then within fifteen (15) days of the denial of the grievance, the Union may appeal the grievance in writing to the Department Manager or designee. The appeal will state the nature of the grievance, act or acts grieved, date of occurrence, identity of employee or employees who claim to be aggrieved, provision of agreement allegedly violated, and the remedy sought.

(b) The Department Manager or designee shall meet with the Union within fifteen (15) days of receipt of the appeal to receive the Union's statement of facts and arguments for the grievance.

(c) If the grievance is not resolved at the meeting, a written decision stating the reasons for the decision will be given to the Union by the District within fifteen (15) days thereafter.

(3) Step 3

(a) Within fifteen (15) days of the date the Union receives the District's Step 2 decision, the grievance may be appealed to the Director of Employee Relations as the designated representative of the General Manager. Such appeal must be in writing. If appeal is not made in writing within the fifteen (15) day limit, the matter shall be considered closed.

(b) A meeting shall be held as soon as practicable and mutually convenient. The Director of Employee Relations or designee shall render a decision in writing stating the reasons for the decision, not later than fifteen days after such meeting.

f) Within fifteen (15) days of the date the Union receives the District's Step 3 decision, either party may request that the dispute be submitted to mediation. If neither party notified the other in writing of an objection to mediation within fifteen (15) days following receipt of the above request, a grievance mediation procedure as described in the Letter of Agreement shall be invoked.

The Guidelines shall be as follows:

1) Mediation will take place on a designated date each month. The parties will mutually agree on the grievances to be presented on the designated day.

2) Mediation shall continue for a trial period of not less than six months from the signing date of this agreement, and, upon thirty (30) days written notice thereafter, either party may cancel this mediation provision.

3) If the parties (the District or Union) are unable to agree upon a mediator, the California State Mediation and Conciliation Board shall be requested to designate two neutrals. Each mediator shall serve alternate months for a six month period. At the end of the six month period, the parties may mutually agree to a new mediator(s) or to use one or both of the two mediators.

4) All costs for the mediator shall be borne equally by both the Employer and the Union.

5) If the parties agree to be bound by the mediator's recommendation, the decision shall be in writing and signed by the Employer and the Union.

6) This mediation procedure is initially established to submit discipline and/or discharge cases for expedited adjudication.

7) Any matter not resolved pursuant to this provision may be submitted to arbitration within fifteen (15) days following the mediation. Failure to adhere to the fifteen (15) day time limit will waive any right to arbitration.

If the parties do not agree to mediate, the grievance may be submitted to expedited or formal arbitration by either party.

g) By agreement between the District and the Union, the time limits set forth in this Article may be extended to specific times in individual cases.

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

i) 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 or application of this Agreement, if not satisfactorily settled, the claim or grievance may be submitted to arbitration upon the Union's written request.

1) The request for arbitration shall be served upon the District within fifteen days from date of decision of the highest officer of the District designated to handle disputes or the date of mediation.

2) Grievances may be submitted to formal arbitration or, by mutual agreement, to expedited arbitration.

b) The following shall constitute the agreed procedure in submitting grievances to arbitrations, either expedited or formal:

1) The parties may mutually agree to select a single arbitrator. If the parties do not agree in the selection of an arbitrator, the parties shall jointly request that the California State Conciliation Service provide them with a list of seven qualified and available arbitrators. No person submitted on the list by the service shall have any official, financial, or other connection with or interest in the District or the Union.

2) Within ten days after receipt of said list the Union and the District representatives shall each strike three names in the following manner:

The two representatives shall determine by lot the order of elimination, and thereafter each shall in that order eliminate three names from said list. The seventh and remaining name shall thereupon be accepted by both the District and the Union as the arbitrator of record. The District and the Union representatives shall immediately thereafter notify the California State Conciliation Service of their joint selection.

3) Within five days from the date of selection of the arbitrator the parties shall contact the arbitrator to request a date for the hearing.

4) By agreement between the District and the Union, the time limits set forth in Section b), Paragraphs 1), 2) and 3) may be extended to specific times in individual cases.

c) Formal Arbitration - The parties agree to follow the generally accepted practice and procedure for labor arbitrations. Each party shall bear all costs for presentation of its case. Cost of the arbitrator shall be equally shared by the parties. Where both parties agree to use a certified shorthand reporter, the cost for the reporter shall be equally shared by the parties.

The arbitrator's jurisdiction shall be strictly limited to determining whether there has been a violation of a provision of this Agreement. The arbitrator shall not have any power to add, subtract, modify, or establish any terms or conditions in this Agreement.

d) The procedure for Expedited Arbitration - shall be as follows:

1) Grievances may be submitted to expedited arbitration by mutual agreement of the parties. The types of grievances to be presented through expedited arbitration shall include those involving discipline, discharge, and other grievances as may be mutually agreed upon.

2) Neither party may be represented by an attorney.

3) The parties will meet prior to the scheduled hearing date to stipulate to the agreed upon facts and, if possible, the issue to be presented.

4) The presentation may be made by way of statements by the parties' representatives, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall be liberally construed.

5) Each party will keep its presentation brief, to within thirty minutes if possible.

6) There shall be no formal notes or transcript.

7) At the close of the hearing, the parties shall present oral arguments. Written brief may be submitted on an exceptional basis, for example, at the conclusion of a complicated grievance, and with the agreement of both parties. If briefs are to be written, they shall be submitted within fifteen (15) calendar days of the close of the hearing. Copies are to be sent to the other party as well as the Arbitrator.

8) The Arbitrator shall render a brief written opinion within fifteen (15) days of the close of the hearing or receipt of the written brief, whichever is longer.

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

f) It is understood and agreed that the provision 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.

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

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 (1/2) times the straight time hours.

In Departments with a seven day a week schedule, if Christmas, New Year's, or Independence Day falls on a Sunday, the holiday will be observed on that Sunday.

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

b) Employees shall be entitled to six preference days or, "Floating Holidays."

Employees who have completed their probation shall receive six floating holidays on June 1st of each year. New employees hired after June 1 will earn floating holidays at the successful completion of their probation, according to the following schedule:

After completing the fourth full month of employment, the employee will receive two floating holidays. After every two full months successfully completed thereafter, up to June 1, the employee will receive an additional floating holiday. These floating holidays may be used with forty-eight hours advance notice and with the permission of management. However, employees hired in February will receive one floating holiday at the completion of their probation and thereafter be eligible for the June 1 accrual.

c) 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 hours holiday pay provided the employee has 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.

d) 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 the holiday. An employee working the holiday will be paid in accordance with this Article, Section a).

Employees who are scheduled to work and who are late by less than one hour on the day before or the day after the holiday but who otherwise complete their work assignment will be considered as having worked and will be paid the holiday time. Those employees who are late one hour or more on the day before or the day after the holiday will not be considered to have completed their assignment and will not be paid the holiday time.

However, employees who are scheduled to work and are allowed by the District to lay off part of their work day before or after the holiday and who are excused at the convenience of management will still receive holiday pay.

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

f) 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 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.

g) The personal preference days, or "Floating Holidays " referred to in Section b) above will be guaranteed days off and the employee will not work on those holidays. They may be used under the following guidelines:

1) The employee will bid his/her choice for the floating holidays in conjunction with vacations, as specified in Article 35, b) They may be bid together or in single day increments.

2) The District reserves the right to determine the number of employees who may select any particular date as floating holiday.

3) Two floating holidays may be used as an emergency floater with a two hour advance notice, with the permission of management.

4) Pay for the holidays will be in accordance with Article 34 a), c), d), e), f) and g).

ARTICLE 35

VACATIONS

a) Each full-time employee with a continuous service record of one year or more shall be entitled to an annual vacation with pay as follows:

Vacations will be allowed at the straight time rate of pay plus shift differential as follows:

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

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

Three (3) weeks (one hundred twenty hours) vacation after five years of continuous service.

Four (4) weeks (one hundred sixty hours) vacation after ten (10) years of continuous service.

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

Six (6) weeks (two hundred forty hours) vacation after twenty (20) years of continuous service.

b) Bidding for Vacation

1) Vacations earned in a current year ending May 31 may be taken between June 1 and the following May 31.

2) After the vacation schedule has been prepared, employees will choose a vacation period in advance. Vacation periods will be selected in seniority order.

3) Vacations may be split in weekly periods.

4) 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.

5) 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.

6) Employees who earn three or more weeks of vacation per year may reserve forty hours of accrued vacation which may be split into single day increments. Employees who wish to reserve forty hours of vacation may bid for one or more consecutive days after the vacation bidding process is completed as specified in paragraphs three and four of this section, or may request this vacation at any time during the vacation year in single day increments only. Such requests must be made at least forty-eight hours in advance and will be subject to the needs and approval of the District.

7) The Division Chairman will be provided a copy of all vacation schedules.

c) 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 the straight time rate.

If the holiday falls on a scheduled rest day of the vacationing employee, he/she shall be entitled to either an additional day off with pay for the holiday or a day's pay for the holiday.

d) The first day of an employee's vacation will begin either after the employee's regularly scheduled days off or on Sunday, in accordance with Departmental policy.

e) When employees are recalled by the District within one 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 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.

f) Any employee who, by reason of illness, injury, or leave of absence, is absent from duties for eighty-five (85) work 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) work 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.

g) Vacation periods shall not be cumulative.

h) A 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, June 1. A new employee who has earned more than one half of the normal vacation allowance as of June 1 may be allowed to bid such earned vacation hours to be used after the first Anniversary date of employment.

A new employee who earned less than one half of the normal vacation and did not take such earned vacation prior to the start of the next vacation year may be paid for those accrued hours. Annual vacations will thereafter be granted as of June 1.

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

j) 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.

k) 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.

l) Employees will be paid vacation pay in advance provided they have fifteen 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 unused sick leave to a maximum of one hundred and sixty-eight (168) days (1344 hours).

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. If the absence is due to occupational injury or illness, the certificate that the District requests must be signed by the Treating Physician.

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) One hundred percent (100%) 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 from the Treating Physician 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-fifty (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 37

HEALTH AND WELFARE

a) Except as provided in Sections b) and c) of this Article, the District agrees to pay into an established Trust Fund for each employee covered by this Agreement who is presently covered by the Health and Welfare Plan as well as for each new employee who is eligible for such coverage beginning with the first day of the calendar month following sixty (60) days of continuing employment.

The District will contribute into an established Trust Fund to provide medical, dental and vision benefits according to the following schedule:

July 1, 1991	$400 per month
July 1, 1992	$420 per month
January 1, 1993	$450 per month
July 1, 1993	$480 per month
April 1, 1994	$520 per month

The Trust shall limit the increases in benefits and shall introduce cost containment measures, to reduce the rate of escalation of costs.

b) The District agrees to pay into an established Trust Fund the monthly payment referred to in Section a) of this Article for the following employees:

1) Active employees who have earnings in the current month.

2) Employees absent on account of bona fide sickness for a period not to exceed twelve (12) calendar months. These employees may be required by the District to submit to a recheck of their physical condition by an Agreed Qualified Medical Examiner selected by the District, in order to have this benefit continued on their behalf by the District.

3) Union representatives (who are employees of the District) currently representing employees of the District.

4) Employees retiring with twenty-three (23) or more years of service and who were hired on or before September 7, 1991; from date of retirement to age sixty-five (65).

Employees retiring after the attainment of age sixty-two (62) until their sixty-fifth (65th) birthday. This is effective with retirees on or after June 1, 1974.

5) For employees who were hired after September 7, 1991 and who retire with 23 years or more of service, the District agrees to pay to the Trust Fund referred to in Section a) monthly payments as specified below until age 65:

Employees Retiring At Age:	**District Contributions:**
62 +	100% of the amounts specified in Section a)
58 - 61	75% of the amounts specified in Section a)
55 - 57	50% of the amounts specified in Section a)
less than 55	0% of the amount specified in Section a)

6) Employees absent or on authorized leave of absence, other than a medical leave of absence, except as provided above, must make their own monthly payment if they desire continuance of health and welfare coverage.

7) Employees on furlough may be continued in the plan by making their payment direct to the Union or Trustee of the Health and Welfare Plan.

8) Eligible retirees who are employed by other than the District shall have their employer's benefits as the "primary plan", provided this is not in conflict with any current statutes.

9) In the event that any of the employees are covered by a health or medical plan required by governmental legislation adopted after the date of this agreement (e.g., a National Health Insurance Program) the contributions required of the District under this agreement will be reduced by the amount of contributions which the District is required to make to such required health or medical plan, provided and to the extent such governmental program provides benefits which would otherwise be provided by the Health Plan which is the subject of this Article 37, but only if such required health or medical plan is considered the "primary plan" for the purpose of providing benefits.

c) Estimated payments are to be made by the District by the fifteenth (15th) of each month with an adjustment to the exact amount sometime later during the calendar month. This payment will be on the basis of employees working in the classification covered by this Agreement on the first day of the calendar month.

d) An employee changing classification of work within the District which results in changing from one health and welfare plan to another, will continue participation in the plan covering the former classification until the end of the calendar month. The employee will then be eligible for coverage in the plan covering the new classification on the first day of the following month.

e) Employees terminating employee relationship with the District shall no longer be entitled to benefits, effective with the date of termination.

f) The District will contribute the full cost of the Part B Medicare payment for normal retirees (employees who retire between the ages of 55 and 65 with a minimum of 10 years of service or employees at any age with 23 years of service) provided they were hired on or before September 7, 1991 and who select Part B Medicare. The District contribution shall be limited to $28.60 per month per retiree.

g) It is agreed that the District will be entitled to one (1) representative on the Trust Fund Committee.

h) An "opinion audit" conducted in accordance with all generally accepted accounting principles sufficient to form an opinion on the trust financial statements and verification that the assets of Trust were dispersed, maintained, and/or invested in accordance with the requirements of this contract and the Trust Document will be conducted and computed each twelve months and copies will be provided to each of the Trustees, the Union and the District. The accounting firm selected to conduct the audit(s) will be selected by the Trust from among the 15 largest accounting firms in Los Angeles County and will be paid by the Trust.

i) Employees may participate in the District's Flexible Spending Plan.

ARTICLE 38

PENSION PLAN

a) INCORPORATED IN AGREEMENT

The Pension Plan known as the Southern California Rapid Transit District/Transportation Communications International Union Retirement Income Plan, as amended June 30, 1988, is incorporated herein and made a part hereof by reference. This plan covers the employees coming within the terms and provisions of this Agreement.

b) IDENTIFICATION OF PLAN AND AMENDMENTS

The Pension Plan referred to above is the plan made effective June 1, 1964, as amended by the Twelfth Amendment effective June 30, 1988.

ARTICLE 39

GROUP LIFE INSURANCE

a) The District shall, as a condition of employment, require all employees covered by this Agreement 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 District shall pay the premium for active employees for the first fourteen thousand dollars ($14,000) of their group insurance, after completion of two 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.

c) 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 a 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.

d) 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.

e) 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.

f) Life Insurance Upon Retirement/Termination

   1) 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 days from date of termination or on retirement to continue insurance in the amount of $7,000.

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

h) 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.

i) 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.

j) 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."

a) 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:

   1) 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.

   2) 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.

3) 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.

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

5) 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.

6) 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.

7) 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.

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

b) **BENEFITS**

1) 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:

   (a) 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

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

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

   (a) 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

(b) 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.

(c) 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.

(d) 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.

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

c) **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.

d) **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.

e) **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.

f) **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.

g) **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 the name of their Union representative(s).

A TCU designated representative will be invited to participate in the employee orientation process for a brief presentation to those who are entering the service of the District with information regarding the Union contract and Union benefits.

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. Authorization for Payroll Deductions shall remain in effect and deductions will continue to be made from pay for compensated service until canceled 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 b) 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

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

b) 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 General Chairman, and the Local Chairman, as well as the names and area of jurisdiction of the committee persons. The Union will also promptly advise the District of any change in this list.

c) The Union, its members, and the Employer agree that every effort shall be made to administer this Agreement in accordance with the true intent of its terms and provisions to the end of maintaining sound labor relations. The parties intend by this Agreement to provide a stabilized relationship between them.

d) A member of the Protective Committee or a Steward may leave work during working hours, with the permission of the immediate supervisor and upon stating his/her destination and estimated time of return, 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.

e) 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, provided the Union representative uses the appropriate pay code to report time spent on Union business.

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(s) 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

ASSIGNABILITY

If the District is, by operation of law, formally merged or consolidated into another transit system or public agency, the acquiring entity shall assume this labor contract with the TCU.

ARTICLE 46

EFFECTIVE DATES - DURATION - TERMINATION

a) Except as otherwise provided herein, this Agreement shall be made effective June 30, 1991, and shall remain in full force and effect to and including June 30, 1994, 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 30, 1994, 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 30, 1994, and in the event the Agreement is in effect after such date by reason of the provisions of Section a) of this Article 46, 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 1st day of September 1991 at 425 South Main Street, Los Angeles, California.

TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION

ROBERT SCARDELLETTI
INTERNATIONAL PRESIDENT

R.D. BURNETT
GENERAL CHAIRMAN

DENNIS O'MALLEY
Field Assistant to the
International President

RAYMOND G. HUFFER
LOCAL CHAIRMAN

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

ALAN F. PEGG
GENERAL MANAGER

SUZANNE GIFFORD
GENERAL COUNSEL

ANN M. NEESON
DIRECTOR of EMPLOYEE RELATIONS

SHARYN ABERNATHA
MANAGER, EMPLOYEE RELATIONS

ELFRIEDE BECKER
MANAGER, CUSTOMER INFORMATION

TED MONTOYA
MATERIEL MANAGER

L. JANE BOUFFARD
SUPV., LABOR AND ADMINISTRATION

MARIO PEREZ-CEBALLOS
SENIOR HUMAN RESOURCES ANALYST

RUDY S. LIPSCOMB
EMPLOYEE RELATIONS ANALYST

APPENDIX I

RATES OF PAY

a) Employees hired after the September 7, 1991 for positions covered by this Agreement will be paid in accordance with Rates of Pay as discussed in Article 2 in the following manner: Seventy percent (70%) of the established rate, as shown in Article 2, for the first six (6) months of employment, seventy-five percent (75%) for the second six (6) months, eighty percent (80%) for the third six (6) months, eight-five percent (85%) for the fourth six (6) months, ninety percent (90%) for the fifth six (6) months, ninety-five percent (95%) for the sixth six (6) months, and the full established rate thereafter. Employees hired prior to September 7, 1991 will continue in the wage progression in effect at the time of their hiring.

b) Employees bidding from one seniority roster to another involving a change in classification of work shall be paid at their current step unless the job is listed in Section c) in which case they will paid in accordance with Section c). 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.

c) Certain job classifications have been excepted from a) 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

Vehicle Verification Clerk

Word Processor Operator I

Word Processor Operator II

Senior Truck Driver Clerk

Document Production Technician

Data Control Specialist

Lead Data Processing Operator

Stenographer

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, 1991, based upon changes, if any, between the fixed base of April, 1991 and July, 1991.

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

It is agreed that the following Letters will be deleted from the current Agreement but will remain in effect where applicable unless amended or superseded by Contract provisions:

Letter I - Positions difficult to fill.
Letter III - Employees rights on seniority roster.
Letter V - Addition of departments to TCU Scope.
Letter VI - Clerical workers' covered by TCU.
Letter XXIX - Division of Roster 14 into groups.
Letter XXXIV - Subcontracting
Letter XXXVI - Joint job audit - Metro Rail/OMB.
Letter of June 18, 1981 - Implementation of Metro Rail.

The District and TCU agree that the following Sideletters were discussed and agreed to during these negotiations and are in effect:

Letter 91A - Mediation Procedure.
Letter 91B - Vending of Printing Services.
Letter 91C - Attendance Policy.
Letter 91D - Flexible Hours Policy.
Letter 91E - Roster Changes.
Letter 91F - Janitors and Mopper/Waxers.

LETTER OF AGREEMENT

91A

The parties agree to a pilot grievance mediation program, as provided for in Article 31. The procedure is as follows:

a) The mediation process shall be informal.

1) No attorneys will participate at the mediation.
2) The rules of evidence will not apply.
3) There will be no court reporter or formal record of the proceedings.

b) The parties will meet prior to the mediation hearing and stipulate to the agreed upon facts and the issue to be presented.

c) At the hearing, the parties shall:

1) Present their positions through stipulations and a recitation of facts.
2) If there are any facts in dispute, witnesses may testify informally. Each side, as well as the mediator, may ask questions of the witness.
3) The number of witnesses and presentation time shall be kept to a minimum.

d) After presentation of the facts, resolution discussions shall take place using any or all of procedures such as the following:

1) After excusing the witnesses and the grievant, the parties may discuss their position before the mediator.
2) With the assistance of the mediator, the parties may discuss and explore areas of settlement.
3) The two parties may split up so the mediator can work with each side independently to explore settlement opportunities.

e) If a settlement is reached, the parties shall document and sign the settlement.

f) If the parties are unable to reach a settlement,

1) the mediator may orally state his/her opinion, but it shall not be binding on either party.
2) The parties may withdraw, grant or continue settlement discussions, or submit the grievance to either expedited or formal arbitration.

g) If the grievance is submitted to arbitration, the mediator may not serve as arbitrator and nothing said or done by the parties or the mediator during mediation can be used against a party during arbitration.

LETTER OF AGREEMENT

91B

It is not the intention of the District to remove the work covered by the Contract between the District and the Transportation Communications Union. Printing services for special projects which cannot be accomplished in-house due to demand for services in excess of current availability of manpower or appropriate equipment may be sent to outside vendors. No employee will be furloughed as a result nor will normal hiring practices be curtailed. No job will be abolished as a result of vending such work.

LETTER OF AGREEMENT

91C

The District and Union have met and agreed on an Attendance Policy for TCU-represented employees. Attached will be the policy in effect for the term of this Collective Bargaining Agreement. After one year, either party may request and meet to discuss issues concerning the policy and its implementation.

ATTENDANCE POLICY
(Pilot Program)

BETWEEN

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT (DISTRICT)

AND

TRANSPORTATION COMMUNICATIONS UNION (TCU)

REPRESENTED EMPLOYEES

EFFECTIVE October 21, 1991

I. POLICY STATEMENT

All TCU employees are expected to be punctual and to maintain good attendance in accordance with this policy.

The District encourages positive health practices by its employees and will try to accommodate employee requests for health care appointments.

An employee may be dismissed for absenteeism in accordance with this policy.

II. PURPOSE

This policy outlines attendance standards for TCU employees and general responsibilities of employees.

III. APPLICATION

This policy applies to all TCU represented District employees. If a conflict occurs between the implementation of this policy and any current collective bargaining agreement, the collective bargaining agreement shall prevail.

IV. PROCEDURE

TCU represented employees will be informed of this Attendance Policy. Progressive discipline will be applied to correct employees' excessive absenteeism. All discipline (except verbal counseling) must be recorded in the employee's file.

A. Employee Responsibilities

1. An employee must:

   a) maintain an attendance record in conformity with this policy.

   b) report to work on time.

   c) notify his/her immediate Manager/Supervisor prior to the start of the work shift if unable to report for work. The employee must state the reason for the absence and the expected duration.

   d) schedule medical appointments during non-work hours when possible, or at the beginning or end of the work day, to minimize disruption of the work schedule.

   e) notify Manager/Supervisor of his/her intention to return to work no later than 3:00 p.m. of the day prior to the day employee will return to work, or as specified in Article 19, Section h).

   f) provide a medical release upon return to work if an absence exceeds three consecutive working days.

   g) request a conference with the immediate Manager/Supervisor to try to work out a mutually satisfactory solution to an on-going medical problem or condition. It is the employee's responsibility to bring such situations to the Supervisor's attention.

2. Falsification of sickness is grounds for discipline up to and including termination.

B. Guidelines

1. Attendance, tardiness, and cut standards shall be enforced to maximize department efficiency and operation. Strict tardiness enforcement (down to the minute) is appropriate when the job demands are such that any deviation from the scheduled hours would interfere with effective performance on the job.

2. Employees whose absences are excessive shall be subject to progressive discipline including suspension and termination in accordance with this policy. Progressive discipline will be applied whenever an employee's absences become excessive. Employees who fail to call in without cause on the day of an absence

as provided in Section IV(A)(1)(c) above, may be subject to disciplinary action.

3. Reasonable employee requests for one day vacations and up to two emergency floaters per year may be granted unless the District's needs cannot be met if such accommodation is made.

4. Absences for Vacation, Holidays, Military Leave, Off with Permission, Court Appearance under Subpoena, Bereavement Leave, Jury Duty, Union Business, Occupational Injury/Illness, and Natural Disaster (e.g. earthquake, fire, or flood, where employee is personally affected), Dentist's or medical Doctor's appointment with forty-eight (48) hours advance written notice for up to two (2) hours per work day limited to six (6) appointments per floating six (6) month period, first day of hospitalization of an immediate family member of the employee, hospitalization of an employee and Disciplinary Suspension shall not count as instances of absence under this policy.

5. Time spent on any Leave of Absence or any time during an employee's separation from the District and his/her return-to-work, will not be included in the floating six (6) month review period. (Refer to Appendix A for examples.)

6. An employee with a serious, on-going illness or condition such as cancer or an employee who is pregnant should inform the supervisor and present the supervisor with medical verification of such illness or condition. The supervisor will meet with the employee to discuss arrangements for doctor's appointments and treatments to cause the least disruption to the work place and cause the least attendance problem for the employee.

V. A manager may exercise discretion in applying discipline on an employee who is out of compliance with the Attendance Policy if there are compelling or mitigating circumstances for the employee's excessive absenteeism.

VI. **DEFINITIONS**

Instance An absence period of one or more consecutive working days or a portion of a day of one (1) hour or more, or two tardies, and/or cuts, or four tardies of less than five minutes.

Tardy An absence of less than one (1) hour at the beginning of the work shift. It is counted as one-half (½) of an instance.

An absence of less than five (5) minutes at the beginning of the work shift will be counted as one-quarter (¼) of an instance.

Cut — An absence of less than one (1) hour at the end of work shift. It is counted as one-half (½) of an instance.

Review Period — The six (6) month floating period of actual time worked counting backwards from the last day of the most recent instance of absence excluding time on Leave of Absence.

Off With Permission — Allowing an employee to be absent without pay, when an employee needs time off for an emergency or special event, but has no accrued leave time to use. "Off with Permission" is granted only to excellent workers whose attendance record is in compliance with District policy and only when the department workload can accommodate such absence.

Excessive Absenteeism — six (6) or more instances of absences in a floating six-month (6) period; or three (3) or more instances with a total work time lost of sixty (60) hours or more in a floating six month period.

VI. FURTHER INFORMATION

If you need more information or have questions concerning this policy, contact your Supervisor or Division Manager.

VII. Discipline Guidelines

DISCIPLINE STEPS	INSTANCE	RECOMMENDED DISCIPLINE
1st Step	5 instances or 3 instances approaching 60 hours of work time lost.	Verbal Counseling
2nd Step	6 instances or 3 instances of 60 hours or more of work time lost.	Written Warning
3rd Step	This step is triggered by the next instance if employee's record falls within the definition of excessive absenteeism.	3 days Suspension (Employees at this step would not be eligible for promotions or District-wide bidding)
4th Step	This step is triggered by the next instance if employee's record falls within the definition of excessive absenteeism.	10 days Suspension (Employees at this step would not be eligible for promotions or District-wide bidding)
5th Step	This step is triggered by the next instance if employee's record falls within the definition of excessive absenteeism.	Termination Hearing

APPENDIX A

EXAMPLE 1:

An employee's last instance of absence occurred on December 1st. The employee had a Leave of Absence of two months between August 1st and October 1st. The review period for the purpose of this policy would encompass the last six months of employee's actual work time between April 1st and December 1st.

APRIL 1	AUGUST 1	OCTOBER 1	DECEMBER 1
Review Period (Count)	Leave of Absence (Does not count)		Review Period (Count)

EXAMPLE 2:

The employee's last instance of absence occurred on October 1st for a total of eight (8) hours work time lost. The same employee had two (2) separate Leaves of Absence for the periods April 1st through May 1st, and June 1st through August 1st. The review period for the purpose of this policy would encompass the last six months of employees actual work time between January 1st and October 1st.

JAN 1	APRIL 1 - MAY 1		JUNE 1 - AUG 1	OCT 1
Review Period (Count)	Leave of Absence (Does not count)	Review Period (Count)	Leave of Absence (Does not count)	Review Period (Count)

LETTER OF AGREEMENT

FLEXIBLE WORK SCHEDULE

91D

The District and Union have met and agreed on a Pilot Flexible Work Schedule for TCU-represented employees. Attached will be the policy in effect for the term of this Collective Bargaining Agreement.

FLEXIBLE WORK SCHEDULE

The District and the Union agree that pilot "flexible hours" programs may be instituted over the life of the contract under the following guidelines:

1. Selection of Pilot Program

   a. A pilot program may be established in any or all of the following departments as agreed to by management and the union:

      1) Customer Information Services
      2) OCPM - Central Materiel Facility
      3) OCPM - General Office
      4) Equipment Maintenance - General Office
      5) Cash Room
      6) Facilities Maintenance - General Services (Office)
      7) Human Resources

   b. Participation may be limited by management to 10% of the employees in the Department/Location/Section in which the Pilot Program is established.

   c. Management will determine which assignments will be on the flexible schedule. Employees in the selected Department/Location/Section will be given the opportunity to participate in this program based on their seniority and the availability of assignments for which they have fitness, skill and ability.

   d. The Pilot Program will be established for three shake- ups or twelve months if the department doesn't have shakeups.

      The flexible hours program may be canceled by either party six weeks prior to the third shake-up or with four weeks written notice if the department doesn't have shake-ups.

   e. The Department may elect either a 4/10 or a 9/80 schedule.

      1) A 4/10 Schedule will consist of workdays of ten hours each. A majority of the positions in the Department/Location/Section on a 4/10 schedule will have three consecutive days off. The remaining schedules will

have two consecutive days off and one non-consecutive day off.

2) A 9/80 schedule will consist of a payweek of four workdays at nine hours each, one workday at eight hours, and another payweek of four workdays at nine hours each. A majority of schedules will have three consecutive days off. The remaining schedules will have two consecutive days off and one non-consecutive day off.

2. Workweek

a. For employees on a 4/10 schedule, there will be no change in the definition of workweek.

b. For employees on a 9/80 schedule, the workweek will be modified to begin at mid-day on the day serving as the employee's "flex day".

c. For employees on a 4/10 schedule, an additional 8 minutes per day in break time shall be given each employee.

3. Overtime will not be paid:

a. For the ninth and tenth hours worked by an employee on a 4/10 schedule.

b. For the ninth hour worked by an employee on a 9/80 schedule, except for the ninth hour on the day when the employee is only scheduled to work eight.

4. Paid Time Off Benefits

a. Jury Duty - The provisions of Article 28 of the contract will apply to a maximum of the number of hours scheduled to be worked that day.

b. Sick Leave - In accordance with Article 36 of the contract, employees will be paid the number of hours scheduled to work (8, 9, or 10) on the day of the absence, to the extent the employee has accumulated hours in his sick leave bank.

c. Vacation - Vacation may be used in one week increments to a maximum of forty hours per week. To the extent one day vacations are permitted, employees may take one day vacations

and receive vacation pay for the number of hours scheduled to work, as long as there are vacation hours in the employee's vacation bank.

d. Holidays will be paid as follows:

(1) For holidays falling on an employee's scheduled day off, eight hours at the employee's straight time rate of pay.

(2) For holidays falling on an employee's scheduled work day, but which aren't worked, the employee will be paid eight hours at the straight time rate of pay.

Employees may elect to use accrued hours of floating holidays or vacations in order to be paid for the remaining hour(s) of the scheduled shift.

(3) Employees who work on a holiday will be paid eight hours holiday pay and time and one-half the straight time rate of pay for all hours worked.

The Union and the District will work together to implement the above described program. The Parties agree to meet and discuss in attempt to resolve any problems which may arise.

LETTER OF AGREEMENT

91E

To implement the roster changes agreed to in Article 12, it is agreed that seniority rosters will be revised in accordance with Article 11, c). Employees will only be permitted to retain seniority on two (2) seniority rosters.

The roster on which he/she is working effective with this contract will be designated as the "current roster." An employee whose seniority roster is consolidated with another seniority roster will retain the oldest seniority date for the purpose of establishing their current roster. Impacted employees will then make a one-time election as to their "original roster," either the roster from which the new roster was consolidated or the previous "original roster." Such election must be made by January 1, 1992.

Revised seniority rosters will be posted on or before February 1, 1992, and will be subject to appeal for fifteen (15) days. It will be each employee's personal responsibility to verify the "original" and "current" seniority dates of record. Any employee who believes an error has been made in his/her seniority date(s) may file a written appeal to the Director of Employee Relations, with copy to the Local Chairman. Within the following 20 days, the Local Chairman and the Employee Relations designee will meet to resolve any conflicts.

LETTER OF AGREEMENT

91F

~Employees currently classified as Janitors and Mopper Waxers will retain their current classifications and will receive increases in accordance with Article 2.

As Janitors and Mopper Waxers leave their positions, they will be replaced by employees placed in a new classification to be titled later. These new employees will perform the duties formerly performed by employees classified as Janitors and Mopper Waxers.

No employees presently classified as Janitors or Mopper Waxers will be furloughed in order to replace them with employees in the new classification.

Current Janitor and Mopper/Waxer positions will not be abolished in order to be replaced by the new classification.