

AGREEMENT

between the

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

and the

AMALGAMATED TRANSIT UNION, DIVISION 1277

Effective June 1, 1974

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RECOGNITION AND BARGAINING UNIT

A. The District recognizes the Union as the exclusive representative for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment and working conditions, for all employees of the District within the bargaining unit defined in Paragraph D of this Article.

B. The parties agree that the term "employee" wherever used herein, whether singular or plural, means and applies only to those employees of the District included within said bargaining unit, and that this Agreement covers only said employees.

C. The District and the Union agree that no employee shall be discriminated against on account of Union membership, or for any other reason whatsoever. This Section of the Agreement shall not be construed to conflict with the employees' qualification provisions appearing elsewhere in this Agreement.

D. The bargaining unit shall comprise all of the District's Non-Operating employees included within the classifications set forth in Article 1 of this Agreement.

CONTINUITY OF SERVICE TO THE PUBLIC

A. It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and laws of the governmental authorities; therefore, the parties contract that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with such rules, regulations or laws. To the extent that any of the terms or provisions of this Agreement shall be in conflict, inconsistent or incompatible with any such rules, regulations or laws presently in effect or to be enacted during the terms of this Agreement, they shall be void and invalid, but all other terms and conditions of this Agreement shall remain in full force and effect. Such invalid terms and provisions will be reconsidered and renegotiated by the parties within seven (7) days of the effective date of any such rules, regulations or laws.

B. During the term of this Agreement, neither the Union nor its members shall call or engage in any strike. The District will not require employees covered by this labor agreement to cross a picket line which has been legally established by a labor union, whether such picket line is on District property or elsewhere.

C. During the term of this Agreement, the District shall not cause or permit any lockout of any of its employees.

DISTRICT PREROGATIVES

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

B. The Union recognizes that willful infractions of the District's Rules and Regulations that are necessary for efficient operation will constitute cause for disciplinary action. No rules or regulations at any time 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 of management or promulgation that is violative of any provisions of this Agreement may be made and subject of a grievance or dispute.

ARTICLE 1

SCHEDULE OF WAGES

Section A. Effective Dates and Rates

Maintenance & Equipment Department

	<u>Effective Dates</u>	
	<u>June 1, 1974</u>	<u>July 15, 1975</u>
Electronic Communications Technician	\$6.98	\$7.49
Cabinet Makers	6.98	7.49
Electricians	6.98	7.49
Plumbers	6.98	7.49
Sheet Metal Workers	6.98	7.49
Mechanic "AA"	6.98	7.49
Mechanic "A"	6.88	7.39
Mechanic "B"	6.70	7.20
Mechanic "C"	6.20	6.66
Property Maintainer "AA"	6.98	7.49
Property Maintainer "A"	6.88	7.39
Property Maintainer "B"	6.70	7.20
Property Maintainer "C"	6.20	6.66
Utility "A"	5.91	6.35
Utility "B"	5.72	6.14
Laborer "A"	6.00	6.44
Road Janitor	6.48	6.96
Operator - 15 Ton Crane	7.17	7.70

Starting Rates

Effective with new employee's hired after October 7, 1974,
Utility "A" and Utility "B" classifications will receive:

- (1) First three (3) months of employment - 80% of top rate
- (2) Second three (3) months of employment - 85% of top rate
- (3) Third three (3) months of employment - 90% of top rate
- (4) Fourth three (3) months of employment - 95% of top rate
- (5) Thereafter - top rate

Leadman - Additional over highest paid employee in his group -
20¢ per hour, and an additional 10¢ per hour when
taking the place of a regularly assigned Non-Contract
Supervisor on his regular work days or on his assigned
days off.

ARTICLE 1

Section B. Cost-of-Living Clause

All employees covered by this Agreement shall be subject to a cost-of-living provision as follows:

1. The basic wage rates as set forth in this Article will be adjusted upward in the amount of one cent (1¢) for each 0.4 increase in the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for Los Angeles-Long Beach, all items (1967 = 100).
2. The April 1974 Index shall be considered as the fixed base for determining the first adjustment effective December 1, 1974 in accordance with the changes in the Consumer Price Index ending October 1974. Thereafter, adjustments shall be made each three (3) months for the duration of the Agreement.

Section C. Skill Differential Rates

1. Employees engaged in spray painting and other employees assigned in the spray painting room or booth, while spray painting is in progress, shall receive an additional 10¢ per hour in addition to their classification rate of pay. Mechanic "B" shall be the minimum classification of an employee assigned to spray painting plus the ten cents (10¢) per hour differential while assigned as a spray painter.
2. Employees engaged in welding, while welding or laying out their work, will receive ten cents (10¢) per hour in addition to their classification rate of pay.
3. Employees engaged in glazing will receive ten cents (10¢) per hour in addition to their classification rate of pay.
4. Employees operating equipment classified as machinist operation shall be paid ten cents (10¢) per hour additional (see listing on Page 3.)
5. Utility employees, while engaged in steam cleaning operations, shall receive the Mechanic "C" rate of pay.

ARTICLE 1

6. Driver, heavy equipment, 20,000 pounds and over (except buses) - additional (above classification) ten cents (10¢) per hour.
7. Operator of: 2-3 Ton Roller, Fordson Skip Loader, Fordson Back Hoe Shovel H-D-5 Cat Loader - additional thirty cents (30¢) per hour.

Differential above rate of classification of employees operating but not to exceed the rate paid operator of 15-Ton Crane.

8. Employees engaged in sign painting shall receive ten cents (10¢) per hour differential while so engaged in sign painting.
9. Employees engaged in radiator repair shall receive ten cents (10¢) per hour differential while so engaged in radiator repair.

Section D. Mechanic "AA"

The District will retain those positions classified as Mechanic "AA" only so long as occupied by incumbents on the effective date of this Agreement. Vacancies in this classification will no longer be filled.

MAINTENANCE AND EQUIPMENT DEPARTMENT

Equipment Classified as Machinist Operation

Lathe 20"	Lathe 33"
Lathe 19"	Lathe Metalizer 20"
Lathe 15"	Miller #3
Lathe 9"	Miller #5 HP-2CH
Lathe 20"	Universal Grinder #70
Lathe 21"	Large Miller
Lathe 14"	Pin Fitting Machine
Lathe 18"	Boring Bar Vertical - Large
Lathe 9"	Boring Bar Vertical - Small
Lathe 9"	Line Boring Bar Horizontal
Lathe 14"	Large Shaper
Lathe 20"	Small Shaft Grinder
Lathe 18"	Crankshaft Grinder
Lathe 9"	

ARTICLE 2

SPECIAL WAGE PROVISIONS

Section A. Shift Differential

For the purpose of the application of shift differential, the work schedule shall be as follows:

First Shift - 7:00 a.m. to 5:00 p.m.

Second Shift - 3:00 p.m. to 12:00 Midnight

Third Shift - 11:30 p.m. to 8:00 a.m.

In addition to the basic rates shown in Article 1 of this Agreement, a shift differential of fifteen cents (15¢) per hour shall be paid to employees working assignments defined as "Second Shift", and twenty cents (20¢) per hour differential shall be paid to those working assignments defined as "Third Shift".

Shift differentials will be subject to the overtime provisions of Article 3.

Employees who are required to work overtime before the beginning of, or at the end of their shift at a division or location that has regularly scheduled second and/or third shifts, will be paid the shift differential, if any, that is paid to other employees normally working those hours. There will, however, be no reduction in shift differential for an employee on the third shift who works over into the first shift.

Section B. Call Outs - Emergency Work

An employee who has been called back for work, after having punched out and after having left the District property at the end of his regular shift, shall be paid at the regular overtime rate as per Article 3, Section A, with a minimum guarantee of six (6) hours at the straight time rate of pay and the proper shift differential will be applicable.

ARTICLE 3

OVERTIME

Section A. Regular Overtime Provision

All employees shall be paid 1-1/2 times their straight time hours for all work they perform in excess of 8 hours per day or 40 hours per week, at their regular straight time hourly rate of pay.

Section B. Work on Days Off

All employees who complete their assignment when working on their regular or assigned days off shall be paid 1-1/2 times their straight time hours worked, with a minimum allowance of 12 straight time hours, at their regular straight time hourly rate of pay.

All employees not completing their assignment when working on their regular or assigned days off shall be paid 1-1/2 times their straight time hours worked at their regular straight time hourly rate of pay.

No employee will be required to work on his regular day off unless there are substantial abnormalities in service requirements; provided, however, this requirement for work will be mutually agreed to in advance between the District and the Union.

Section C. Provision Against Pyramiding

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

ARTICLE 4

DISTRIBUTION OF OVERTIME

Section A. Rotating Roster

Overtime beyond the normal working periods shall be distributed equitably among qualified employees in their respective classifications when practicable on a rotation basis. Failure of an employee to accept overtime when offered will have the same effect as if he had worked as far as his turn in rotation is concerned.

When a known vacancy (caused by employee on vacation, absent, etc.) is to be filled by overtime, it shall be filled, if possible, by employee on the same shift on his regular days off. Employee is to be notified as soon as is practical in advance of the extra day to work. This shall not prohibit employee from working overtime on an adjacent shift where requirement is not known in sufficient time to comply with the above, or when employee on the same shift is not available.

Section B. Protection of Scheduled Shift Duties

No Mechanic will be displaced from his shift duties by another Mechanic who has been held over, or called in, to fill a vacancy in the Utility group.

Section C. Selecting Employees for Overtime Work

Shop Stewards, when available, will conduct the selection of employees to participate in overtime work that is required by the District.

ARTICLE 5

ISSUANCE OF PAY CHECKS

Section A. Pay Periods and Pay Days

Pay periods will end every other Saturday night to include all assignments for the last day of the pay period. Pay checks will be issued bi-weekly on the first Friday following the close of the pay period, except in those weeks in which a holiday occurs. Every effort will, nevertheless, be made to issue pay checks during the week when the holiday falls. If unable to issue checks and make delivery on Friday, the checks will be issued not later than the following Monday.

Section B. Vacation Allowance

Pay checks for vacation allowance will be made available to employees in advance of the start of vacation, if requested within ten days prior to the beginning of the pay period in which vacation is to commence.

Pay checks for regular work days will not be made available for persons receiving advance payment for vacation allowance prior to regular pay days.

ARTICLE 6

WORK SHIFTS AND WORK WEEK

Section A. Guarantee

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

This guarantee shall not apply to Division 3334 in the event of shortage of material caused by work stoppage of suppliers. Employees of Division 3334 whose assignment may be affected by inclement weather shall be allowed to do other work for which they are qualified.

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

Section B. Consecutive Days Off

Work shifts for all employees shall be scheduled so as to provide two (2) consecutive days off and scheduled in such a manner so as to allow as many Sundays off as is practicable, except for standby crews and emergency crews.

Section C. Length of Work Day and Work Week

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

Section D. South Park Shops

The regular work day and work week for South Park Shops shall be from 7:30 a.m. until 4:00 p.m., Monday through Friday, including the thirty (30) minute lunch break.

Section E. Property Maintenance Division

The regular work day for employees in the Property Maintenance Division shall be from 7:30 a.m. until 4:00 p.m.

ARTICLE 7

SELECTION OF WORK ASSIGNMENTS AND SHIFTS AND CHOICE OF WORKING SCHEDULES

Section A. Regular Shifts

Employees shall select their work schedules and shifts at their respective locations and in their job classifications in accordance with their departmental seniority. The District shall determine the number of employees to work each job classification on each shift.

Section B. Holiday Work

The District shall determine the number of employees who shall work in each job classification on holidays. Employees in each job classification at each location may bid for such holiday work on a seniority and rotating basis, giving preference to employee who would normally work on that day. In the event an insufficient number of employees bid for such work at their respective locations, the District shall select employees from the bottom of the seniority list in such job classification to complete the necessary quota. Bids to be posted a minimum of eleven (11) days prior to the holiday and shall be completed a minimum of seven (7) days prior to the holiday.

Section C. Normal Bidding Cycle

Every four (4) months the District shall set up weekly work schedules to be bid on by employees in Department 3300. Such schedules shall contain the time of beginning and ending of shifts, the number of hours per day, the days of the week and classification of employees. Prior to the posting of such schedules, the Union representatives will be given an opportunity to inspect and discuss with the department head the weekly work schedules. Employees shall select their work schedules and shifts at their respective locations and in their job classifications, in accordance with their departmental seniority.

In the event an employee is not available to bid, or does not bid, when it is his time to do so, the Union Steward shall bid for him.

Bidding will commence no later than 20 days prior to the effective date of the bid. Effective date of the bid to be the first Sunday of every fourth month. The overtime provisions and the consecutive day off provisions of this Agreement shall not apply to men in the rescheduling of their shifts.

ARTICLE 7

Bids covering positions normally assigned to day inspection work will be identified as "inspection" and such shift will commence at 7:30 a.m.

Other maintenance work may be performed by employees bidding inspection work but with the understanding that inspection crews will normally work inspections.

Section D. Assignment of Mechanic "AA's"

All Mechanic "AA's" will bid their shifts and days off along with Mechanic "A's" in accordance with their departmental seniority.

Section E. Bidding on Lower Level Classification

Employee will not be permitted to voluntarily bid to a lower classification except in meritorious cases and when mutually agreed upon by the District and the Union.

Section F. Copy of Shake-Up Bids to Union

A copy of each completed shake-up bid will be furnished to the Union as soon as practicable after completion of bid.

ARTICLE 8

VACANCIES AND NEW POSITIONS

Qualifications being sufficient, the District agrees that it shall fill all vacancies and new positions on a seniority basis, subject to an employee's right to present, through the grievance procedure, any evidence he may have to show that he has been unjustly discriminated against. The District, however, will notify and discuss bids with the Union representatives before the vacancy is filled. The procedure of filling such vacancies shall be as outlined below:

Section A. Pre-Bid Notices

Employees desiring to change work locations may advise their department head of their desire on a prescribed pre-bid notice, in duplicate. One copy will be forwarded to the Union by the District. Such notice shall state his name, index number, classification, present location and location to which he desires to move. When a vacancy or new position occurs, the District will advise the Union business agent. The District and the Union business agent will confer to consider applicable pre-bid notice. If there is more than one pre-bid on file, qualification and seniority will govern the selection. If an employee is moved as a result of a pre-bid, all other pre-bids he may have on file will be nullified.

Employees pre-bidding may not return to the Division last worked prior to the expiration of 90 days.

New employees will not be permitted to change Divisions by pre-bidding prior to the expiration of their probationary period.

Section B. Posting Bids

If no qualified employees in the same classification and department where vacancy exists have filed a pre-bid, then bids shall be posted in all units of the Non-Operating department for four (4) working days on all bulletin boards. A copy of such notice shall be furnished to the Union. All vacancies or new positions so posted shall be filled within six (6) days from the close of the posting period, provided a qualified employee applies. In selecting the qualified applicant, consideration will first be given to employees within the department. If a qualified employee applies within such four (4) day period in the department where the vacancy exists, he will be given the position. Awards of all jobs posted will be placed on

ARTICLE 8

bulletin boards for four (4) working days.

Section C. Hiring of Outside Applicants

If no qualified employee within the Non-Operating department so applies, the District may hire outside applicants.

For the duration of this Agreement, the District will not employ persons from outside the District for positions of Mechanic "C" if there are any employees classified as Utility "A" who are qualified to perform the duties of Mechanic "C".

In the event there are no Utility "A's" who have the necessary qualifications, the District may hire new Mechanic "C's" from outside the District.

This in no way restricts the employment of qualified Mechanic "A's" or "B's" by the District.

Section D. South Park Shops

When positions regularly assigned to a rate above the base rate become open for assignment at South Park Shops, they will be posted for bid at South Park Shops only. Award to position will be made to the qualified employee. Where qualifications are equal, seniority shall govern.

Section E. Temporary Vacancies

Notice of temporary vacancies shall not be posted, provided it is understood that the term "temporary vacancy" refers to a vacancy caused by illness or injury or brief leave of absence, which would not exceed a period of ninety (90) days.

1. If it is determined that additional time is required on a temporary vacancy, such extension will be by mutual agreement between the Union business agent and the District.
2. If it is determined that the vacancy is to exceed ninety (90) days, the vacancy will then be open for bid, as provided above.

ARTICLE 8

Section F. Training Program

The District will establish and maintain a training program for those employees in lower classifications of work in the Maintenance and Equipment Department who desire to avail themselves of possible advancement to a higher classification of work.

The details of the program will be worked out by the District and discussed with representatives of the Amalgamated Transit Union prior to its implementation.

ARTICLE 9

TEMPORARY TRANSFERS

When an employee is transferred temporarily to a higher rated job, he shall be paid at the regular rate of pay for the job to which he has been temporarily transferred for each hour that he works on the higher rated job. If the temporary transfer is to a lower rated job, the employee shall retain his original pay rate while filling such temporary vacancy.

Employee shall retain his seniority in former position while filling such temporary vacancy. If employee fills a higher rated job for ninety (90) consecutive work days, excluding absences account sickness, vacations, etc., he shall be considered as having qualified for such higher rate on a permanent basis. This shall not apply to Utility men using steam cleaning machine.

ARTICLE 10

LAYOFFS

Section A. Order of Displacement

In the event of layoff in any of the Non-Operating departments, the employee with the least District seniority within that classification being reduced, shall be the first to be displaced; however, after he has been displaced in his respective classification, he shall have the right to exercise his District seniority anywhere in the Non-Operating departments where he is qualified.

Section B. Classifications

For the purpose of this rule, the term "classification" refers to job classification as defined in Article 1 of this Agreement with the following exceptions:

1. Mechanics "A", "B" & "C" shall be one classification
2. Property Maintainers "A", "B" & "C" shall be one classification
3. Utility "A" & "B" shall be one classification

Section C. Rates of Pay When Displacing to Lower Classification

Senior employees within a classification displacing a junior employee within the same classification shall not have their rates reduced,

Employees in higher classifications displacing employees in lower classifications by the exercising of seniority shall receive the rate of pay for the lower classification.

Section D. Right of Qualification and Right to Displace in Different Classification

An employee promoted, changing location, or exercising seniority as a result of reduction of forces shall be considered to have qualified for such job if the District allows him to remain in the new job for ninety (90) days. If the employee is displaced and unable to displace in his own classification, he shall have the right to displace in another classification in which he is qualified.

ARTICLE 10

Section E. Protection of Seniority

All employees laid off or furloughed shall hold all seniority rights for a period of twelve (12) months following layoff or furlough.

Section F. Determining Qualifications

The District will make every possible effort to utilize employees in the Non-Operating departments who are laid off or who are no longer required in their present occupation and locations. In order to accomplish this, the District and Union will confer, when it is known that such layoff is imminent, for the purpose of determining if employees to be displaced are qualified to perform work in other classifications in Non-Operating departments. When mutual agreement is reached between the District and the Union that employees involved are qualified for such other work in another Non-Operating department, such employees will be permitted to displace the junior employees in the classification agreed upon as above. The junior employees being displaced may in turn exercise their full right of seniority choice under this Agreement.

Section G. Reinstatement

To be eligible for reinstatement under the provisions of Section E of this Article, laid-off employees must keep the District informed of their current address. The District's obligation under this Article to offer reinstatement shall be fulfilled by mailing notices to the most recent address supplied by a laid-off employee. To obtain reinstatement, a laid-off employee must notify the District within five (5) days after such reinstatement offer has been mailed by the District and report for work within fifteen (15) days after the date of the District's offer.

Section H. Ten Day Notice

The Union will be given a ten (10) day notice in case of a layoff caused by a reduction in work force. If such notice is served, it shall automatically expire at the end of thirty (30) days. This notification will not apply if layoff is due to return from leave of absence of senior employees.

ARTICLE 11

DISTRIBUTION OF WORK

Section A. Work Assignments by Classification

All work usually done by a certain classification shall be given to employees in that particular classification (e.g. machinist, spray painter, etc.) unless impracticable to do so.

Section B. Subcontracting

Work presently being performed shall not be subcontracted.

ARTICLE 12

WORK BY FOREMAN

A Foreman will not work with the tools of the trade nor perform any work normally performed by an employee covered by the terms of this Agreement, except in case of emergency, and then only to the extent that he does not replace any employee who is temporarily absent or not, with the further exception that he may use the tools of the trade for instruction or testing.

ARTICLE 13

LEADMEN

Section A. Duties

A Leadman is a leader of the employee group assigned to his responsibility and he need not concern himself with the work of any employee not in his group.

It is the Leadman's responsibility to lead the employees in the progress of their work under the supervision of his foreman or immediate supervisor with whom he shall consult in all matters affecting such work.

A Leadman has the same responsibility as all employees to report any circumstances affecting the safety of other employees or District property.

Section B. Qualifications and Selection

Seniority of equally qualified employees shall be the deciding factor in the promotion of an employee to a Leadman or a regular Relief Leadman position. This shall not apply to the selection of temporary Leadmen.

Section C. Number of Leadmen

Unless there is a reduction in the number of employees in the bargaining unit, it is agreed that during the term of this Agreement, there shall be no reduction in the number of Leadmen from that in effect on September 1, 1971. If there is a reduction in the number of employees in the bargaining unit, the number of Leadmen will be determined by maintaining the same ratio of Leadmen to employees that existed in the unit on September 1, 1971.

It is agreed that consideration will be given by the District to Union recommendations for increases in the number of Leadmen; however, the decision of the District shall be final.

ARTICLE 14

PROBATIONARY PERIOD

Section A. Length

A new employee shall serve a probationary period of ninety (90) days. After qualifying for his new position, he shall then be given District seniority as of date of his employment.

Section B. Falsification of Records

It is understood, however, that evidence of falsification of application for employment shall subject the employee to removal from service, if such evidence is discovered within twelve (12) months of date of employment. If such falsification is discovered after ninety (90) days, the employee shall have the right of investigation and hearing as provided in Article 21 of this Agreement.

ARTICLE 15

SENIORITY

Section A. Scope

Seniority, within the meaning of this Agreement, may be either District Seniority or Department Seniority.

Section B. District

There shall be a District seniority list established in accordance with the original date of the last employment by the District or its predecessor.

Section C. Department

There shall be a departmental seniority list established in accordance with the date of commencing service within each of the following departments:

Equipment Maintenance No. 3300

Property Maintenance No. 3334

Section D. Position for Those Hired the Same Day

When more than one new employee begins working in the same department on the same shift and day, seniority will be determined in the order in which they passed their physical examinations. In the event that the record of physical examination does not determine date and time such physical examination was made, the order of position on seniority list for that date will be in alphabetical order.

Section E. Blending

If work is transferred to or integrated with work in another department, employees may follow the work by seniority choice and will have their seniority blended with seniority in the department to which the work is transferred. The number of employees permitted to transfer will be the number required to perform the additional work in the department after the transfer or integration is completed.

ARTICLE 15

Section F. When Filling Temporary Vacancies

Any new employee filling a temporary vacancy shall, upon being assigned to a permanent position, have his department seniority date from the time he assumed the duties of the temporary vacancy. However, if he passes a bid for an open position in that work classification, his seniority will date from one day subsequent to the filling of said vacancy.

ARTICLE 16

LEAVES OF ABSENCE

Section A. Applying for Leave

Employees with good cause desiring leave of absence without pay for a period of not to exceed ninety (90) days, will apply on prescribed form to their foreman or division superintendent who will grant such request when reasons warrant, unless impracticable to do so. Employees will be notified of the decision within a reasonable time. Application for leave of absence may be made by employee or the Union representative.

Section B. Leave for Elected or Appointed Union Officers

An employee's election as an officer or member of the Executive Board of the Union or appointment to act on Union business shall be considered good and sufficient reason for a leave of absence. Any employee elected or appointed to a full-time position in the Union shall be given a leave of absence for the duration of his term of office, which period shall be considered as continuous service, and may be extended upon official written request. Upon return from such leave of absence, the employee shall be reinstated without loss of seniority and at the current rate of pay.

Section C. Working Elsewhere While on Leave

Any employee who accepts gainful occupation while on leave of absence, except as herein specified, terminates his employment with the District.

Section D. Pregnancy

A leave of absence up to one (1) year shall be granted upon application of a pregnant employee, without seniority being affected nor her job considered a permanent vacancy.

Section E. Military Service

Any permanent employee subject to the terms of this Agreement who is called into or enlists in the armed forces of the United States or its allies (during a national emergency), shall be given a leave of absence in accordance with the regulations of the national law affecting military service.

ARTICLE 16

Payment of Military Leave will be in accordance with the applicable State Law for any employee who is called up for short periods of reserve duty for the U. S. Armed Forces or National Guard, i. e. , two-week training periods. (Not including periods such as one night drills or weekend duty.)

Section F. Bereavement

A bereavement leave of absence up to three working days shall be granted employees as a result of death in the immediate family without any reduction in pay. The immediate family is considered to be the mother, father, sisters, brothers, spouse and children of employee, and the parents, sisters and brothers of spouse.

ARTICLE 17

UNION SECURITY

Section A. Union Shop

As a condition of their employment, all present employees coming within the scope of this Agreement shall become and remain members of the Union during the period of this Agreement. All present employees who are not members and all new employees coming within the scope of this Agreement shall, within thirty (30) days after the effective date of this Agreement, or within thirty (30) days after date of employment, whichever is the later, become and remain members of the Union during the period of this Agreement.

Section B. Discharge for Non-Membership

In the event any employee fails to comply with the requirements of this Article, the Union may give the District written notice of this fact, and within five (5) days after receipt of said notice the District shall terminate the employment of said employee, except that no person shall be discharged for failure to maintain good standing membership in the Amalgamated unless such discharge would be legal under terms of the Labor Management Relations Act of 1947, as amended.

Section C. Notification of Entering and Leaving

The District shall forward to the Union, daily, the names of all persons covered by this Agreement entering or leaving its employ, together with a designation of the department, division or work unit to which such persons are or were assigned, noting such persons who are leaving for or returning from military service.

Section D. Payroll Deduction of Dues

The District agrees to make payroll deductions according to the terms and conditions of the "Authorization for Payroll Deduction" for each employee who executes and maintains such authorization. The District will require a new "Authorization for Payroll Deduction" form to be signed by each employee represented by the Union where such payroll deduction is to be made. Such authorization for payroll deduction to be made on form approved in advance by the District.

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Section E. Revocation of Payroll Deduction Authorization by the Employee

In the event the District receives from an employee written revocation of his check-off authorization, the District will promptly notify the Union of the receipt of such revocation.

Section F. Informing of Employees

The District shall inform each new employee, at the time of his employment of the existence of this Agreement and shall either furnish said employee with a copy of said Agreement or furnish him with the name and address of the Union and refer him to the Union where a copy of said Agreement may be obtained.

Section G. Conformance to Law

This Article shall not be construed or used in any manner so as to effect a violation of any law or laws.

ARTICLE 18

REPRESENTATION

Section A. Meetings of Authorized Representatives

It is hereby agreed that the duly authorized representatives of the District shall meet with duly authorized representatives of the Union and treat all grievances that may arise during the life of this Agreement.

Section B. List of Union Representatives

The list of names of the authorized Union representatives, and the department, area or group of employees each represents shall be given to the Manager of Employee Relations of the District, in writing, as well as any change in such lists at least three (3) days prior to the effective date of assuming the duties of such office.

Section C. Conducting Union Business on District Property

Members of the Union's Executive Board will be permitted on the property at any time to conduct business with the Union Stewards and Union members without interference.

Section D. Working Stewards

Stewards and all other authorized Union representatives not on leave of absence are subject to all of the rules and regulations regarding the conduct of employees on the premises of the District, and it is understood and agreed that they are employed to perform full time productive work for the District, except when performing those duties specified in this Article.

Section E. Performing Union Duties During Working Hours

A member of the Executive Board or a Steward may leave his work during working hours with the permission of his immediate supervisor, for the purpose of performing the following duties for an employee or group of employees in his jurisdiction:

1. To present a grievance for adjustment to the aggrieved employee's foreman or superintendent when so requested by an employee under his jurisdiction.

ARTICLE 18

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

Section F. Protection of Earnings of Working Stewards

If the duties performed by a member of the Executive Board or a Steward as described in Section E above are performed at his regular work location, there will be no loss of pay for the Union representative involved.

Section G. Minimizing of Time for Conducting Union Business

It is understood and agreed by the parties hereto that each will cooperate with the other in reducing to a minimum the actual time spent by Executive Board members or Stewards in investigating, presenting and adjusting grievances or disputes.

Section H. Requests for Additional Meetings

Should the Union desire to discuss with the District any general problems not pertaining to grievance, a meeting shall be arranged upon written request.

ARTICLE 19

GRIEVANCE PROCEDURE

Section A. Appeal Levels and Time Limits

When a grievance or dispute with respect to the interpretation or application of the terms of this Agreement has been presented to the District by an employee or an authorized Union representative, and has not been satisfactorily adjusted by an authorized District representative, and the employee or the Union wishes to further prosecute the issue, it shall then be adjusted according to the following:

1. Step One: Employee or Steward - Foreman or Superintendent
 - a. Any such grievance or dispute shall be presented for adjustment immediately but in no event more than one hundred twenty (120) hours after occurrence.
 - b. The employee may personally present his grievance or dispute, either orally or in writing, on the forms provided, to his foreman or superintendent, if he so desires.
 - c. Any employee having a grievance or dispute may present it either orally or in writing on the forms provided, to his foreman or superintendent through his steward or the business agent for his division or department. The foreman or superintendent and the employee and his steward or business agent will discuss and attempt to adjust the matter. If the grievance or dispute is presented orally and the said foreman or superintendent's answer is not satisfactory to the employee or the Union representative, the grievance must be reduced to writing on the forms provided before further action will be taken. The foreman or superintendent will give a written answer within forty-eight (48) hours after receiving said form. Every effort will be made by both parties to settle grievances or disputes in this Step One.
2. Step Two: Union Grievance Committee - General Superintendent of Maintenance and Equipment

ARTICLE 19

- a. If the foreman or superintendent's answer is not satisfactory, the authorized Union representative may refer the grievance or dispute to the General Superintendent of Maintenance and Equipment or his representative, within forty-eight (48) hours from the date the foreman or superintendent's answer is delivered to the steward or business agent. The Union shall complete the grievance form by writing thereon that the foreman or superintendent's answer is unsatisfactory and deliver this form to the foreman or superintendent of the aggrieved employee before it can be referred to the department or unit head or his representative, as the case may be. Immediately thereafter, a meeting will be arranged between the department head or his representative, as the case may be, and the authorized Union representative. The Union will be notified of the time and place of this meeting. The meeting will be held within ninety-six (96) hours from the time the grievance or dispute was referred to the department or unit head. The case will be discussed by the department head or his representative and the authorized Union representative. Even though an oral decision is given in the meeting, a written decision shall be made on the original grievance form and a copy thereof shall be delivered to the authorized Union representative by the aggrieved employee's foreman or superintendent within forty-eight (48) hours from the time of the meeting referred to above.
3. Step Three: Union Grievance Committee - Designated Representatives of the District
 - a. If a grievance or dispute is not satisfactorily settled by Step Two, the Union may refer a grievance to Step Three of this Grievance Procedure, by indicating such fact on the grievance form and delivering it to the General Manager or his designated representative within seventy-two (72) hours from delivery of the Step Two written decision to the authorized Union representative. Such grievance or dispute shall be taken up for adjustment at a meeting between the authorized Union representative and the General

ARTICLE 19

Manager or his designated representative.

- b. For the purpose of handling grievance or disputes at this Step of the procedure, authorized Union representatives and the General Manager or his representative, shall meet at the time and place mutually agreed upon. Minutes of all meetings shall be kept and copies of such minutes shall be prepared by the District and submitted to the Union within seventy-two (72) hours after aforementioned meeting. The minutes shall contain only matters which occurred during the meeting and shall be drawn up in the following form:

1. Date
2. Names of those present
3. Statement of each grievance or dispute discussed
4. The Union's position with respect to each grievance or dispute
5. The District's position with respect to each grievance or dispute
6. The District's answer to each grievance or dispute.

The minutes of each meeting must be approved by the Union before becoming official.

- c. A written decision of the grievance or dispute will be prepared by the General Manager of the District or his representative within ninety-six (96) hours from the time of meeting. Two (2) copies of this decision, showing date and time of delivery, will be delivered to the authorized Union representative by the General Manager or his representative.
- d. Any of the time periods within which any of the acts required in this Article 19 are to be performed may be extended by mutual consent of the parties.

ARTICLE 19

Section B. Exclusion of Saturdays, Sundays and Holidays from Time
Limits

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

ARTICLE 20

ARBITRATION

Section A. Procedure for Notification

If a grievance or dispute with respect to the interpretation or application of any of the terms of this Agreement is not satisfactorily settled, the Union may demand in writing that it be submitted to arbitration before a Board of Arbitration, hereinafter described and referred to as the "Board", and the District and the Union shall arbitrate such grievances or dispute. This demand shall be served upon the District within fifteen (15) days from the date of the delivery of the decision of the General Manager of the District or his representative, on the grievance or dispute rendered in Step Three of the Grievance Procedure, as set forth in Article 19, Section A, Sub-Section 3(c).

Section B. Issues Subject to Arbitration

Unless the parties otherwise agree in writing, the issues to be submitted to the Board shall be limited to those set forth and defined in the minutes under Step Three of the Grievance Procedure, including the written decision by the General Manager of the District or his representative. The Board's authority shall be limited to the determination of the issue or issues thus set forth. It shall be mutually understood that the Board shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of this Agreement.

Section C. Choosing of Arbitration Board

The Board shall consist of three (3) persons, one (1) person chosen by the Union, one (1) chosen by the District and the third chosen by those two. The District and the Union shall submit to each other the names of their respective representatives within five (5) days of the receipt of the demand to submit a grievance to arbitration, as provided in Section A of this Article.

Section D. Determination of Third Arbitration Board Member in Case of Dispute

In the event representatives chosen by the parties cannot agree within five (5) days upon a person to act as a third member of the Board,

ARTICLE 20

the District and the Union representatives shall jointly request the Supervisor of the California State Conciliation Service to submit, within five (5) days, a list of five (5) persons qualified to act as such third member. After the receipt of said list, the Union and the District representatives shall have the right to strike two (2) names from it in the following manner:

Representatives of the District and the Union shall determine by lot the order of elimination, and thereafter, they shall, in that order, alternately eliminate one (1) name until only one (1) name remains. The fifth, or remaining person shall thereupon be accepted by both the Union and the District as the third member of the Board.

Section E. Arbitration Board Procedures

The Board shall convene within ten (10) days from the date of selection of the third member of said Board. The parties further agree that in the conduct of the proceedings, the Board shall follow orderly rules of procedure; first, the issues to be presented to the Board as demonstrated by the minutes of Step Three of the Grievance Procedure, or as otherwise agreed to by the parties as the issues to be presented; second, the direct and rebuttal evidence of the parties; third, oral argument by the parties; and fourth, submission and ruling by the Board.

Section F. Mutual Consent to Decisions and Certain Expenses

The parties further agree: (1) that the rulings of a majority of the Board members, with respect to procedure and all objections to the exclusion or inclusion of evidence shall be binding on the parties; (2) that each party shall pay its own arbiter; (3) that all other expenses of arbitration shall be borne equally by the parties, and said expenses may include the making of a verbatim record of the proceedings and a transcript of that record, if it is deemed necessary by the Board; (4) that a written decision or award, by a majority of the Board members, shall be rendered within five (5) days from the date of the conclusion of the hearing, and the decision shall be final and binding upon the District and the Union.

Section G. Grievances or Disputes not Subject to Arbitration

No grievance or dispute shall be presented for arbitration until the employee or the Union has availed itself of the entire Grievance

ARTICLE 20

Procedure set forth in Article 19, and all grievances or disputes shall be considered finally settled and not subject to arbitration unless a written demand for arbitration has been served upon the District as provided in Section A of this Article.

Section H. Calling of Witnesses

The Board, or either party, may call any employees as a witness in any proceedings before the Board, and if the employee is on duty, the District agrees to release him from duty so that he may appear as a witness. If an employee witness is called by either party, the party calling him will reimburse him for the time lost.

ARTICLE 21

DISCIPLINE

Section A. Protection of Earnings

If, after a review of a suspension or discharge, it is mutually agreed that an employee who was suspended or discharged was completely blameless as regards the offense charged, he shall be reinstated to his former position without loss of seniority and will be paid all the wages he would have earned during the period of suspension or discharge up to a maximum period of thirty (30) days. If the suspension or discharge period exceeds thirty (30) days, the wages he may have earned in other employment after the 30th day, or benefits received through California Unemployment Insurance by reason of unemployment after the 30th day shall be deducted from the total earnings he would have earned from the District. If, however, after such review it is found that the employee in question was not completely blameless, then the parties may mutually agree upon what, if any, portion of wages he would have earned should be restored to him.

Section B. Protection of Employees Record

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

Section C. Hearing Before Discharge

Before an employee covered by this Agreement is discharged, a hearing shall be set where he may present his case. The Union will be given notice of the time and place of such hearing, and may appear and represent the employee if the Union and/or the employee elects.

Section D. Notification to Employee of Impending Discipline

Before an employee is disciplined as a result of complaints or reports from sources outside the District's supervisory force, he shall be first given a hearing by his foreman or superintendent.

Before an employee is suspended as a result of an infraction of rules, except in cases such as gross misconduct, insubordination, allegedly being under the influence of narcotics, alcohol or stimulants, or of physical

ARTICLE 21

assaults or threats thereof, the employee will be given at least 48 hours' notification prior to suspension.

Section E. Submission to Medical Examination

Any employee charged with being under the influence of liquor while on duty or on District property shall be requested to submit to a medical examination before being disciplined. Refusal on the part of the employee to submit immediately to this test will constitute acknowledgment by him of his guilt.

Section F. Consideration of Service Record Items of One Year's Standing or More

Notification of one year's standing or more on service record of employee will not be considered in disciplinary cases.

Section G. Representation at Counseling Session

Whenever employees are called in for the purpose of a disciplinary counseling, the District will make every effort to counsel the employee when the Union Steward is available.

ARTICLE 22

COURT APPEARANCES AND INTERVIEW TIME

Section A. Court Appearances for Legal Matters Involving the District

The District agrees to compensate any employee at the rate of pay prescribed by the terms of this Agreement less any other compensation received, as a result of such appearance, for all time spent in conjunction with any legal matters involving the District directly or indirectly, or for the time spent under subpoena in any criminal proceedings wherein his presence is required due to his witnessing occurrences while on duty. In no event shall an employee be paid less than he would have received had he worked his scheduled or assigned work time.

Section B. Attending Disciplinary Hearings

Should an employee, during his hours off, be summoned to the office of his foreman or superintendent for alleged violation of District rules, and should it be found that the wrong employee has been summoned, said employee shall be allowed the actual time from the time he reports to the designated office (time of arrival and departure to be recorded by the superintendent or foreman), until released by the superintendent or foreman, at his regular straight-time rate of pay with a minimum of twenty (20) minutes for so reporting.

Section C. Jury Duty

Any employee receiving notice of call to jury duty shall immediately show such notice to his foreman when required to appear before the Jury Commissioner. In the event that personal appearance of employee is required, the employee shall be allowed reasonable time for such appearance but not to exceed two (2) hours, if loss of time from work is necessary for such appearance.

ARTICLE 23

UNION EMBLEMS

Union members will not be permitted to wear more than one (1) Union emblem on service uniforms, and it shall be placed so that it does not obscure District identification numbers.

ARTICLE 24

SAFETY AND SANITATION

Section A. Compliance with the Law

The District agrees to comply with all applicable city, county, state and federal safety and health rules, regulations and laws. When there is good and sufficient evidence that safety standards are not being complied with, the Union may present such violation to the District as a grievance, under the grievance procedure set forth in Article 19 of this Agreement.

Section B. Hazardous Duty

Employees shall not be disciplined for refusing to work under hazardous, dangerous, or unhealthful conditions not normally associated with their occupation.

Section C. Special Safety Equipment

All employees called upon in the course of their usual work to use air hoses in blowing off dust or metal filings, shall, upon request, be furnished with nose respirators and goggles by the District.

Cloth gloves will be supplied to all spray painters and aluminum planks will be maintained on the floor in the paint shop at Division 3314.

Raincoats will be maintained in a leakproof condition and will be made available to employees who are required to perform duties in the rain.

Section D. "Roll-Away" Tool Boxes

The District will provide and maintain "roll-away" tool boxes for all mechanics, except bench mechanics, unless employee elects to provide his own.

The District will provide carriers equipped with casters for employee's privately owned "roll-away" tool boxes. Carriers and casters are to remain the property of the District and are not to be removed from the District's premises. District will perform normal maintenance on privately owned boxes. Painting will be restricted to any one color that the District has on hand.

ARTICLE 24

Section E. Tool Insurance

The District will provide each Mechanic with tool insurance in the amount of \$500 per tool box with a \$50 deductible. Insurance premiums to be paid by the District. Payment to be made for a total loss or partial loss due to forcible entry providing the employee has immediately reported the incident.

Section F. Tool Allowance

The District will provide a \$50 annual tool allowance to all Mechanics. This payment will be made in the payroll period closing after January 1 of each year of this Agreement.

ARTICLE 25

NOTICES

Section A. Serving Procedure

Written notices permitted or required to be served under the terms of the Agreement, unless otherwise specified herein, shall be sufficiently served when mailed, postage prepaid, certified mail, to the General Manager of the District, 1060 South Broadway, Los Angeles, California 90015, for service upon the District, and similarly mailed to the President of Division 1277 of the Union, 1833 West Eighth Street, Los Angeles, California 90057.

Section B. Effective Dates

The date of the receipt of such notices shall be the effective date for all purposes herein. Either party may give a change in address to the other through written notice.

Section C. Exception to Section A of this Article

The exception to the above Section A shall be notices permitted or required to be served under the terms of the Agreement when the subject relates to matters within the jurisdiction of the Manager of Employee Relations at 1060 South Broadway, Los Angeles, California 90015..

ARTICLE 26

BULLETIN BOARDS

Section A. Union Security

The District will erect glass-encased bulletin boards with locks and keys. The keys will be given to the duly authorized Union officers. The bulletin boards may be used by the Union for posting approved notices.

Section B. Prohibited Items

Union representatives shall not post or distribute any other notices, pamphlets, advertising, political matters, or any other kind of literature upon District property.

Section C. Location and Quantity

The number and location of such bulletin boards shall be decided upon by the District and the Union.

ARTICLE 27

RECORDS

A. All entries made in an employee's disciplinary record including letters and/or memoranda will be discussed with the employee at the time the entry is made. Employee may sign that he has read the entry. Union representatives may be present at the request of the employee. If the employee refuses to sign that he has read the entry, the Union Steward shall sign the entry in lieu of the employee, but only in the presence of the employee.

B. The District shall schedule an annual record review with each employee.

C. Any employee may review his own record at a time scheduled by his Division Maintenance Manager.

ARTICLE 28

TRANSPORTATION PRIVILEGES

Section A. Employee and Dependents

Employees will be given transportation privileges at time of employment, and spouse after completion of employees' probationary period. Employees' dependent children will be given school transportation privileges after completion of employees' probationary period. Retired employees, in the application of this rule, are considered employees. Upon the death of the retiree, the spouse and dependent children will continue to be granted free transportation for life or until remarriage of the spouse.

Section B. Employees Taking Cash Severance in Lieu of Retirement

Employees eligible for retirement but electing to take cash severance benefits in lieu of retirement benefits under the Retirement Income Plan will, effective with those employees taking severance as of May 29, 1969, be considered in the same category as retired employees, in the application of this Transportation Privileges rule.

Section C. Reporting of Lost Passes

Lost passes must be immediately reported to employee's division or department. Failure to report loss of pass, allowing unauthorized person to use said pass, defacing, or destroying or vandalizing District property will result in cancellation of pass privilege.

Section D. Replacement of Lost Passes

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

Section E. Termination of Employment

All passes must be surrendered at the time of termination of employment. Employees who fail to surrender passes will be charged five dollars (\$5.00) per month for the balance of the period for which each pass is issued.

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Section F. Death Prior to Retirement

Upon the death of an employee after the completion of ten years of continuous service, the spouse and dependent children will continue to be granted free transportation for life or until the remarriage of the spouse.

Section G. Dependent Children Defined

For the purpose of this Section, dependent children will be considered to be eligible to attainment of age 19, or in the case of a full-time student, to attainment of age 22.

ARTICLE 29

SICKNESS AND ACCIDENT

Section A. On-Duty Injury

If an employee is injured while on duty resulting in loss of time, he shall be paid his full day's pay at his regular rate for the day on which the injury occurred. He shall also be paid for the time lost during the waiting period (first seven (7) days following date of injury, for which no Workmen's Compensation benefits are provided) at benefit rates as provided under Workmen's Compensation Act. Where the employee may lose a part of a day and the cumulative benefits have not been fully used, part days lost from work will be included in the maximum benefit allowance of forty (40) hours for any one injury. Employee may request sick leave pay as covered by Article 33 which will be integrated with Workmen's Compensation to afford a basic days wage.

Section B. Notification of Sickness or Accident

Employees who are not able to report for work must notify their foreman or division superintendent as early as possible.

Section C. Medical Release

When so requested by the District, any employee returning from a sick leave in excess of four (4) or more working days' duration shall furnish a release from a medical doctor indicating his physical fitness to resume duty.

Section D. Protection of Seniority

No employee shall lose his seniority due to leave of absence because of illness or injury unless said leave is in excess of twenty-four (24) months, except by mutual consent by the parties signatory to this Agreement.

The District or the Union may, within thirty (30) days prior to the expiration of two-year leave, request further extension in meritorious cases where such recommendation is made by the District's Medical Director, or by recommendation of a licensed physician obtained by the employee, and where agreement is reached by the two doctors recommending the extension of the leave. If there is a disagreement as to the propriety of the extension,

ARTICLE 29

the County Medical Director may be requested to appoint a third physician to adjudicate the disagreement, with the majority decision prevailing. Such costs incidental to obtaining and arriving at a decision from the third physician to be shared equally by the District and the Union.

Section E. Felonious Assault Insurance

The District shall provide a life insurance policy for each employee covered by this contract in the amount of fifty thousand dollars (\$50,000) at no cost to the employee to be payable to the designated beneficiary when the death is as a result of a felonious assault while employee was on duty.

ARTICLE 30

PERMITS AND LICENSES

Section A. Reimbursement of Fees Paid

Employees with one or more years' service that are required to obtain or renew permits or licenses by the District or by the federal, state, county or city governments will be reimbursed for the fees paid for such permits or licenses.

Section B. Physical Examinations

The District will perform necessary physical examination or 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 examination or reexamination is performed at the time and location as directed by the District. Treatment for physical ailments or defects found during the examination or reexamination are not covered by this Agreement.

It is further understood that in the event an employee is detained at the place of physical reexamination in excess of two (2) hours from his scheduled appointment time, he will be paid for all time held beyond the two (2) hours. Said payment will be at the straight time hourly rate of his position with no minimum allowance applying.

Section C. Time Allowance

The District agrees to allow a maximum of one and one-half ($1\frac{1}{2}$) straight pay time hours for those employees obtaining licenses or permits where they are unable to obtain such permits or licenses without loss of time in securing same. Such time allowance will be determined by the employee's superintendent, and is applicable only to those employees with one or more years of service.

ARTICLE 31

HOLIDAYS

Section A. Holidays Defined

The following days shall be considered as legal holidays:

- | | |
|----------------------|------------------------------------|
| (1) New Year's Day | (5) Veterans' Day |
| (2) Memorial Day | (6) Thanksgiving Day |
| (3) Independence Day | (7) Christmas Day |
| (4) Labor Day | (8) Employee's Birthday |
| | (9) Employee's Anniversary
Date |

In the event one of the legal holidays falls on a Sunday and the following day (Monday) is officially declared a legal holiday, then that day only will be considered a holiday within the meaning of this Agreement.

Section B. Guarantee

1. Employees who do not work on a legal holiday as shown in Section A of this Article, will be paid eight (8) hours at their regular straight time rate of pay for each of these holidays, provided all such employees complete their work assignment on either their last scheduled or assigned work day prior to the holiday, or on their first scheduled or assigned work day after such a holiday. Employees on leave of absence, absent account of sickness or who fail to complete their work assignment without excusable reasons on both their last scheduled or assigned work day prior to the holiday and on their first scheduled or assigned work day after the holiday, will not be considered as having worked. In the preceding, "excusable reasons" are as follows:

- a. Employees who are scheduled to work and are late on the day before or the day after the holiday shall be given the opportunity to make up the time lost on that same day at straight time and at their regular straight time hourly rate. Employees so doing will be paid the holiday time. Shift differential for working into the next shift will not be applicable in the case of such make-up time. Those employees who are late one hour or more for unacceptable reasons will not be considered as having an "excusable reason".

ARTICLE 31

- b. Employees who are scheduled to work and are allowed by the District to lay off all or part of their work day before or after the holiday due to the fact that it could be conveniently done.

2. The eight (8) hour allowance referred to in Section B, Sub-Section 1 above will not be paid if the employee was scheduled to work on the holiday and did not do so.

3. Employees on vacation when a holiday falls will be governed by the provisions of Article 33, Section L.

Section C. Payment for Working

1. All hourly rated employees who work on any of the legal holidays, as shown in Section A of this Article, will be paid 2-1/2 times their regular straight time rate of pay for all time worked. Employees completing their assignment on such holidays will be guaranteed a minimum of twenty (20) hours' pay time at their regular straight time hourly rate of pay.

2. The District shall determine the number of employees who shall work in each job classification on holidays. (See Article 7, Section B of this Agreement for bidding procedures for holiday work.)

Section D. Birthday and Anniversary Holiday

1. When an employee's birthday or anniversary date falls on any one of the first seven (7) numbered holidays, he will be given one (1) additional work day off either immediately preceding or following his birthday or anniversary date. For employees' birthdays or anniversary dates falling on February 29th, the 28th day of February will be observed as the employee's birthday or anniversary date, in other than leap years.

2. When an employee's birthday or anniversary date falls on one of his regular work days, he may take his birthday or anniversary date as a holiday or he may elect to take his birthday or anniversary date holiday during the same week in conjunction with his two (2) normal days off, either before or after his birthday or anniversary date. If more than one employee's birthday or anniversary date falls during the same week and it is determined that too many employees have elected to take the same days off, then seniority choice will prevail.

ARTICLE 31

3. All other provisions pertaining to the first seven (7) numbered holidays will apply to the employee's birthday or anniversary date holiday.

4. Employees hired on their birthday will be entitled to an additional day over and above those outlined in Sections D, 1-2 and 3.

Section E. Special Provision

For Divisions 3314, 3334 and Electrical group at Division 3302 only, whenever a holiday falls on a Tuesday or a Thursday, employees of these departments will be permitted to work one (1) Saturday at the regular straight time rate of pay in exchange for the Monday or the Friday prior or subsequent to such holiday, whichever the case may be.

ARTICLE 32

SICK LEAVE

Section A. Coverage

(1) Effective June 1, 1974, employees with one or more years of continuous service on and after June 1, 1968, who are off work due to bona fide illness or injury and have submitted a verified medical doctor's report to their manager showing nature of illness, date illness commenced, date of treatment, hospitalization, or both, shall be allowed paid sick leave as outlined below. Payment of sick leave will be integrated with Workmen's Compensation in the event of an on-duty injury when requested by the employee.

(a) Effective June 1, 1974, the following schedule of paid sick leave shall be allowed:

<u>Service Requirement</u>	<u>Allowable Sick Leave</u>
One (1) year of continuous service	5 days (40 hours)
Two (2) years of continuous service	6 days (48 hours)
Three (3) years of continuous service	7 days (56 hours)
Four (4) years of continuous service	8 days (64 hours)
Five (5) years of continuous service	9 days (72 hours)
Six (6) years of continuous service	10 days (80 hours)
Seven (7) or more years of continuous service	11 days (88 hours)
No present employee will be adversely affected by this change.	

Unused sick leave shall be cumulative to a maximum of 68 days (544 hours).

(b) Effective June 2, 1974, anniversary calculations will be used for the amount of sick leave due instead of an "annual sick leave calculation". The adjustment to bring an employee from the June 1 sick leave date to their anniversary date will be made on the basis of the number of days between June 1 and the employee's anniversary date, divided by 365 days and the result multiplied by the number of days of sick leave his seniority entitles him to.

(2) An employee attended by a doctor shall secure a "doctor's certificate" at no expense to the District. When an employee is sick but

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does not require the attendance of a doctor, the expense of a "doctor's certificate" if required by the District shall be paid for by the District, and in such event the District shall have the right to select the doctor for the purpose of such certificate.

(3) Payment for earned sick leave shall be made to each employee affected during the payroll period when application for payment is made by such employee in event of illness. Absence from work by reason of illness does not require the employee to make claim for sick leave payment.

Section B. Payment for Sick Leave

(1) In cases when U.C.D. is not applicable, sick leave benefits, provided in Section (a) shall be computed on the basis of eight (8) straight-time hours for each assigned work day absent account of sickness.

(2) In the event U.C.D. benefits to which an employee is entitled (excluding daily hospital room and board benefits) are payable for the same day as contract sick leave, there shall be charged against the employee's sick leave account only that portion of a day's sick leave which is added to the U.C.D. benefits for such day.

(3) Compensable days of sick leave shall be paid at the rate of pay in effect on the day sick leave is claimed.

Section C. Waiting Period

(1) No sick leave shall be paid for the first work day, except in case of injury or when any disability results in hospitalization.

(2) Sick leave pay will not be allowed for any case of intemperance, or use of illegal drugs.

(3) Any employee who does not work during any fiscal year (June 1 through May 31) shall not be entitled to sick leave pay in the following year unless he returns to work within that following year.

(4) The District shall maintain a clear and accurate sick leave record for each employee which shall be made available to the employee and/or Union officials for inspection upon request.

ARTICLE 32

Section D. Termination

No payment will be paid for sick leave allowance not taken by employee when such employee is terminating from the service of the District, except in the event of the death or the retirement of an employee; in this event the employee or his beneficiary shall receive the payment of 50% of his unused sick leave.

ARTICLE 33

VACATIONS

Each full-time employee who has a continuous service record of one (1) year or more shall be entitled to an annual vacation with pay under and subject to the conditions outlined in this Article.

Section A. Schedule

Effective June 1, 1974, vacations will be allowed at straight time rate of pay as follows:

- 1 week's vacation after 1 year's continuous service
- 2 weeks' vacation after 2 years' continuous service
- 3 weeks' vacation after 5 years' continuous service
- 4 weeks' vacation after 10 years' continuous service
- 5 weeks' vacation after 19 years' continuous service

Effective June 1, 1975:

6 weeks' vacation after 30 years' continuous service, effective June 1, 1975.

Section B. Conversion of Weeks to Hours

For those employees who are on a forty (40) hour week basis, forty (40) hours shall constitute one (1) week's vacation, eighty (80) hours shall constitute two (2) weeks' vacation, one hundred twenty (120) hours shall constitute three (3) weeks' vacation, one hundred sixty (160) hours shall constitute four (4) weeks' vacation, two hundred (200) hours shall constitute five (5) weeks' vacation, and two hundred forty (240) hours shall constitute six (6) weeks' vacation.

Section C. Vacation Period

Vacations earned in a current year ending May 31 shall be taken between June 1 and the next ensuing May 31.

Section D. Reemployed or Reinstated Employees

When employees are reemployed by the District within one (1) year after involuntary layoff, or are reinstated within ninety (90) days

ARTICLE 33

from the date of their honorable discharge after service in the military forces of the United States, for the purposes of determining their eligibility for the vacation allowances herein provided, they shall be credited for that period of continuous active service had with the District and accumulated by them since their most recent hiring immediately before such involuntary layoff or immediately before entering such military service. Nothing herein contained shall be construed to mean that time spent during such layoff or such military service shall be credited to continuous service vacation eligibility requirements.

Section E. Accumulation

Vacation periods shall not be cumulative.

Section F. Affect of Absence From Duty

Any employee who, by reason of illness, injury, or leave of absence, is absent from his duties for ninety (90) days or less during the year's service, will be entitled to a full vacation. Employees absent from their duties for more than ninety (90) days during the year will be entitled to one-twelfth (1/12) of his normal vacation for each month or major fraction thereof, which he worked. Employees absent because of injury sustained while on duty, or because of occupational disease, will not be subject to this provision.

Section G. Employees with Less than 1 Year's Service at Beginning of Vacation Year

To provide for the taking of vacations on the basis of equality of all employees during the year, and to effectuate the provisions of Sections A, B and C of this Article, a new employee, after one (1) year of service, will be entitled to one-twelfth (1/12) of his normal vacation for each month or major fraction thereof of service between the date of his employment and the beginning of the vacation year, which will be bid after the first anniversary date of his employment. A new employee who has earned less than one-half (1/2) of his normal vacation as of the starting date of the vacation year will be paid in cash for his vacation credit. Such vacation allowances will be taken or paid for after the completion of one (1) year of service. Annual vacations will thereafter be granted as of the vacation year.

Section H. Severance

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

Section I. Working on Vacation

An employee may work during his vacation period only 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.

Section J. Vacation Pay In Lieu of Vacation

Any employee who has not taken a vacation which he has earned under the provisions of this Article and is off duty because of sickness for a period of thirty (30) days or more, may, during the period of his illness, take his vacation pay in lieu of vacation. Payment in lieu of vacation shall be at the rate of the last service performed in their regular classification. However, if and during the time he draws disability benefits, he will not be eligible for vacation pay in lieu of his vacation.

Section K. Bidding for Vacation Periods

1. Except as hereinafter provided, employees in Non-Operating departments entitled to vacation shall select a vacation at the beginning of the vacation year, as set forth in Section C of this Article, by their Non-Operating department seniority in the unit or division in which they work, each allowing as many vacations as possible and practicable during the summer months.

2. Vacation periods may be split by weekly periods and it is understood that an employee desiring to split his vacation will bid in seniority order and then must wait for all other employees in his unit or division to bid before he makes his next choice in seniority order. This rotation of bidding will continue until the employee has bid his entire amount of vacation. Each bid must be for one or more consecutive weeks. This provision is not applicable to employees at South Park Shops and the Property Maintenance Department.

Section L. Holiday During Vacation

If a holiday falls during an employee's vacation, he will receive one extra day's vacation in lieu of the holiday.

Section M. South Park Shops -- Additional Provisions

1. Closing for three (3) week period.
 - a. Effective June 1, 1974, South Park Shops will be closed for vacation purposes for a three (3) week and one (1) day period beginning June 28 through July 26, 1972 (Friday, June 28, to compensate for the July 4 holiday). During the time South Park is closed, all employees affected thereby may take all or a portion of their vacation, as the case may be.
 - b. Authorized District and authorized Union representatives will meet for the purpose of arriving at a mutually agreeable date for the closing of South Park Shops for a three (3) week period for vacation purposes in 1973 and 1974.
2. Choosing vacations at other than Shop closed period.
 - a. Any employee at South Park who wishes to take his vacation on dates other than the agreed specified time when South Park will be closed will be permitted to do so, if practical, to allow vacation at the desired time. In the event, however, that vacations are taken at any time other than the time which South Park will be closed, employees will be furloughed without pay during the period of time which the Shops are closed.
 - b. Employees desiring to schedule their vacation prior to or subsequent to the closing of South Park Shops may do so at the rate of ten (10) men per week, excluding the month of August. Certain sections within South Park Shops will be limited

ARTICLE 33

to no more than two (2) employees on vacation during the same weekly period as per the schedule of available weeks of vacation.

3. Protection of earnings during Shop closed period.

Employees having only one or two weeks' vacation will take their vacation period during the time of South Park closing and will be offered work for the remaining time in Department 3300 in their same classification at their current rate of pay on a temporary basis without penalty to the District.

4. Choosing of vacations just prior or just after closed period.

a. Approximately 50% of the employees qualified for four weeks' vacation may elect to take the week prior to the closing of the Shops; the remaining 50% of the employees qualified for four weeks' vacation may elect to take their fourth week of vacation following the opening of the Shops.

b. Employees qualified for five weeks' vacation and desiring to take their five weeks' vacation at one time will commence their vacation one week prior to closing of South Park.

ARTICLE 34

UNIFORMS

Section A. Quantity, Cost and Replacement

The District will provide uniforms to all employees at one-fifth (1/5) cost to the employee on the following basis:

1. Each employee shall be furnished up to six (6) uniforms.
 - a. Uniforms must be regulation white coveralls.
 - b. The existing uniforms may be worn by the employees until replaced as shown in Section A, 2 below.
2. In order to obtain replacement of worn or damaged uniforms, the employee must turn in the uniforms that are to be replaced.
3. Upon termination of employment, the employee may turn in his regulation uniforms provided they are not damaged or worn beyond repair and receive credit based on the following formula: 1/50 of the cost of the regulation uniforms multiplied by the number of unused months under ten (10) months from the date of issue of the uniform.

Section B. Laundry Service

Laundry service of regulation uniforms will be provided for all employees.

Section C. Condition of Employment

All employees will be required to wear a regulation uniform while on duty.

ARTICLE 35

COFFEE BREAKS AND CLEAN-UP TIME

Section A. Coffee Breaks

Each shift shall have two (2) ten (10) minute coffee breaks.

Section B. Smoking Restrictions

Smoking will be permitted except in restricted areas, such as service stations; paint shop and booths; buildings where combustibles are stored; in the pits; and other restricted areas where "No Smoking" signs will be posted.

Section C. Clean-Up Time

Employees will be permitted to suspend work five (5) minutes before the regular end of their shift for the purpose of cleaning up their work area, bench and tools, and for returning District tools to their proper places.

ARTICLE 36

MEDICAL PLAN

Section A. Schedule of Contributions

1. Except as provided in Section B and C of this Article, the District agrees to pay into an established trust fund according to the schedule set forth in Section A, Subsection 2 below, amounts per month per employee presently covered by this Agreement, as well as for new employees beginning with the first day of the calendar month following sixty (60) days of continuous employment. These amounts will be used to defray the cost of the Health and Welfare Plan designed for the benefit of the employees of the District represented by the Amalgamated Transit Union.

2. Effective June 1, 1974, \$67.00 per month per employee
Effective June 1, 1975, \$75.00 per month per employee

Section B. Employees Covered

The District agrees to pay into the established trust fund the monthly payment referred to in Section A, Subsection 2 of this Article for the following employees:

1. Active employees who have earnings in the current month.
2. Employees absent account bona fide illness or injury for a period not to exceed twenty-four (24) calendar months. These employees may be required by the District to submit to a recheck of their physical condition by a designated qualified medical doctor in order to have this benefit continued to them.
3. Amalgamated Transit Union representatives currently representing employees of the District.
4. Employees retiring after their attainment of age 62 until their 65th birthday. This is effective with retirees on or after June 1, 1974.
5. Employee absent or on authorized leave of absence, except as provided above, must make their own monthly payment.

6. 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.

Section C. Payment Due Date

Estimated payments are to be made by the District by the 10th of each month with an adjustment to the exact amount sometime later during the calendar month. This payment will be on the basis of employees working in the classification covered by this Agreement on the first day of the calendar month.

Section D. Employees Changing Classifications

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

Section E. Termination of Employment

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

Section F. Part B Medicare Contribution

The District will contribute one-third (1/3) of the Part B Medicare payment for normal retirees who retire on or after June 1, 1974 and who select Part B Medicare.

Section G. Additional Group Life Insurance

Effective November 1, 1974 the District will contribute to the established Trust Fund administered by the Union, the sum necessary for the purchase of \$2,500 worth of Group Life Insurance. This insurance will be in effect only during the period of employment by the District and is not convertible upon retirement.

ARTICLE 37

PENSION PLAN

Section A. Incorporate in Agreement

The pension plan known as the Southern California Rapid Transit District-Maintenance Employees' Retirement Income Plan is incorporated herein and made a part hereof by reference. This plan covers the employees coming within the terms and provisions of this Labor Agreement.

Section B. Identification of Plan and Amendments

The pension plan referred to above is the plan amended as of June 1, 1974 and approved by the District and the Union. The term of this plan will be as shown in Article 43 hereof.

Section C. Minimum Benefit

The District agrees to increase the "life only benefit" of all existing age and disability retirees to \$100 per month. Employees having elected early retirement or options other than "life only" will have their pensions adjusted on an actuarial basis.

Section D. Availability of Distribution of Plan

Copies of a booklet describing the plan referred to herein are on file in the offices of the District and Union.

ARTICLE 38

GROUP LIFE INSURANCE

Section A. Condition of Employment

The District shall, as a condition of employment, require all employees covered by this Agreement hired on or after November 20, 1960, to participate in the Group Life Insurance program commencing with the first day of the calendar month following ninety (90) days of employment.

Section B. Minimum Coverage for New Employees

Effective November 1, 1969, Group Life Insurance in the amount of \$5,000 has been made available to employees in service as of the effective date of this Agreement, as well as new employees covered by Section A above.

Section C. Minimum Coverage for Other Employees

Employees carrying an amount of insurance under the existing group policy in excess of \$3,500 will be permitted, if they so desire, to continue the same amount of coverage.

Section D. Premiums Paid by the District and Employee

Effective November 1, 1969, the District shall pay the premium for active employees for the first \$2,500 of their group insurance after completion of two (2) years of continuous service. Each employee, by the prescribed form, shall authorize the District to deduct from his earnings the amount of premium other than that to be paid by the District as specified above. The premium to be paid by the employee shall be computed at the same rate from time to time paid by the District for such insurance, the present rate being \$1.16 per thousand per month.

Section E. Payment of Premium During Sickness and Periods of No Earnings

Employees who have no earnings during the payroll period for which deductions are to be made will be required to pay their proportion of the premium direct to the District. Employees absent on account of illness or injury in excess of twenty-four (24) months shall be required to pay the entire premium for all of their coverage under the group policy.

ARTICLE 38

During the first twenty-four (24) months of such absence, the District shall pay the premium on the first \$2,500 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.

Section F. Payment of Premiums When on Leave of Absence

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 16 of this Agreement.

Section G. Payment of Premium for Union Representatives

Union representatives referred to herein participating in the Group Life Insurance program will have the premium for the first \$2,500 paid for by the District.

Section H. Conversion Clause

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

Section I. Premium Rate for Retired Employee

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

ARTICLE 39

DISASTERS - MATTERS NOT COVERED, ETC.

Section A. Disasters

All employees shall be paid for their regular scheduled work and shall not lose any time on account of shortage of coaches, breakdowns or any other conditions over which the District has control, provided they report and remain on duty during the period of their regular scheduled work.

This Section shall not be effective if the provisions of Continuity of Service to the Public, as covered by Page II of this Agreement, is violated.

Section B. Bargaining on Matters Not Covered

Any new conditions pertaining to wages, hours, or working conditions which may arise during the term of this Agreement, which are not covered or provided for by the terms of the Agreement, shall be subject to negotiations within ten (10) days after receipt of written notice by either party.

Section C. Effect of Presidential Economic Stabilization Act

If any provision or part thereof of this Agreement that may not be put into effect because of applicable legislation, executive orders or regulations dealing with wage and price stabilization, then such provisions or the part thereof that may not be put into effect, including any retroactive requirements thereof, shall become effective only at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this negotiated Agreement and any extension thereof.

ARTICLE 40

QUALIFICATIONS OF PARTIES

Section A. Guarantee of Performance

Each of the parties hereto warrants that it is fully qualified and able to completely carry out and perform each and all of the provisions of this Agreement and, further, that it will not take action of any kind which will prevent or impede the complete performance of each and every provision contained herein.

Section B. Authority of Signatories

The individuals signing this Agreement in their official capacities hereby warrant that they have full authority to act for the respective parties.

Section C. Substance of this Agreement

This contract contains all of the agreements, stipulations, and provisions agreed upon by the parties hereto. No representative of either party has authority to make, and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution of this Agreement or during negotiations of this Agreement and not set forth herein.

ARTICLE 41

WAIVERS

The waiver of any breach or condition of this Agreement by either party does not constitute a precedent for any subsequent waiver of any breach or condition.

ARTICLE 42

ASSIGNABILITY

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto; affected, modified, altered, or changed in any respect whatsoever by any change of ownership or management of either party; or by any change, geographical or otherwise, in the location or place of business of either party.

ARTICLE 43

DURATION, TERMINATION AND RENEWAL

Section A. Duration and Termination

Except as otherwise provided herein, this Agreement shall be made effective June 1, 1974, and shall remain in full force and effect to and including May 31, 1976 and shall continue in effect thereafter, unless notice in writing of termination has been served by either party upon the other not later than sixty (60) days prior to May 31, 1976. If neither party so serves such notice of termination, this Agreement, after May 31, 1976, may be terminated by either party serving upon the other written notice of termination not later than sixty (60) days prior to the time it is proposed to make such termination.

Section B. Requests to Modify

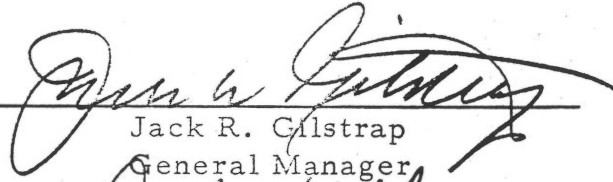
Any requests to modify or change this Agreement, or any portion thereof, shall be made in writing and shall be served on the other party not later than sixty (60) days prior to May 31, 1976, and in the event the Agreement is in effect after such date by reason of the provisions of Section A hereof, not later than sixty (60) days prior to the time it is proposed to make such change or modification.

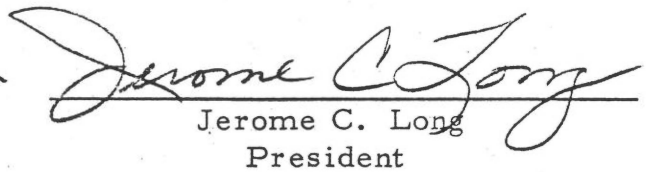
Section C. Subsequent Interpretations

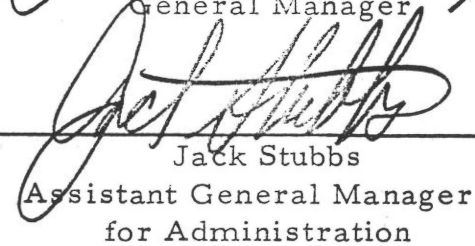
After the effective date of this Agreement, no interpretations of this Agreement will be binding on either party to this Agreement unless it is in writing and signed by the authorized representatives of the parties to this Agreement.

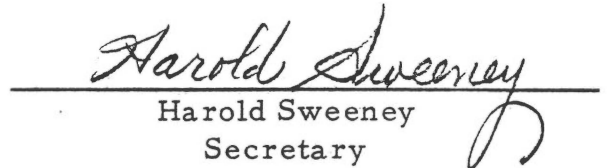
For the Southern California Rapid
Transit District

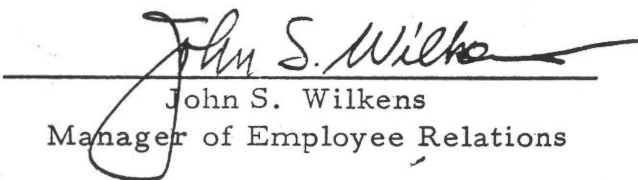
For the Amalgamated Transit Union
Division 1277

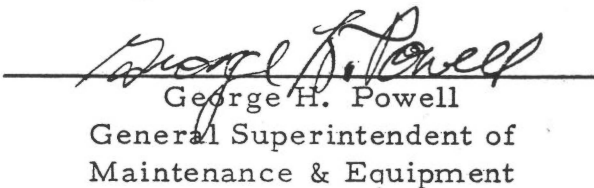

Jack R. Gilstrap
General Manager

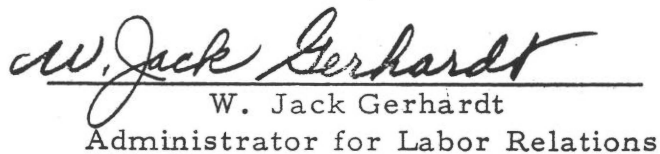

Jerome C. Long
President

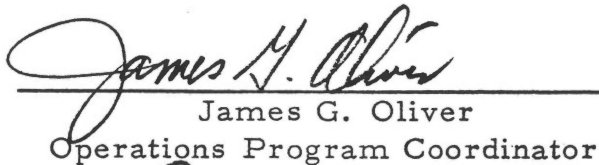

Jack Stubbs
Assistant General Manager
for Administration

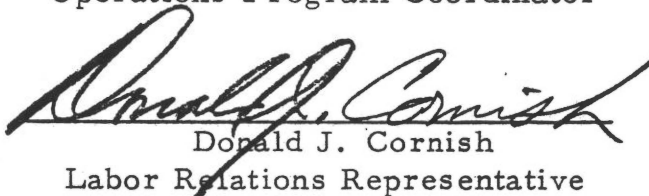

Harold Sweeney
Secretary


John S. Wilkens
Manager of Employee Relations


George H. Powell
General Superintendent of
Maintenance & Equipment

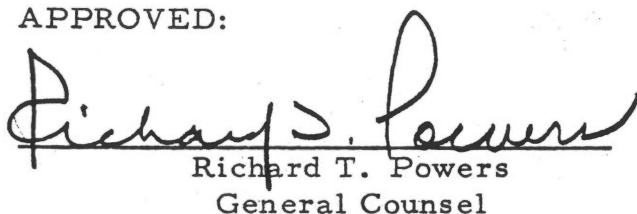

W. Jack Gerhardt
Administrator for Labor Relations


James G. Oliver
Operations Program Coordinator


Donald J. Cornish
Labor Relations Representative


Mike A. Olivas
Labor Relations Associate

APPROVED:


Richard T. Powers
General Counsel