

AGREEMENT

between

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

and

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS

FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

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REFERENCE COPY

EFFECTIVE JUNE 1, 1976

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PREAMBLE

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

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

DEFINITION

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

RECOGNITION

The District recognized the Brotherhood of Railway, Airline, and Steamship Clerks, Freight Handlers, Express and Station Employees as the exclusive collective bargaining agents for employees as designated under Group No. 3 and Group No. 5 of the decision of February 23, 1959, by Archibald Cox, Hearing Officer in the Petition for Representation, as amended by the decision and order of John F. Henning, Director, Department of Industrial Relations, dated April 20, 1959, and as certified by the Department of Industrial Relations, Conciliation Service, Case SCS-2-R-LAMTA (Voting Group #3) dated September 28, 1959, and Case SCS-5-E-LAMTA (Voting Group #5) dated May 20, 1959, and as listed in Appendix I attached hereto and made a part hereof.

RULE 1

SCOPE

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

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

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

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

EXCEPTIONS

These rules shall not apply to individuals where amounts not to exceed sixty dollars (\$60) per month are paid for special services which take only a portion of their time from outside employment or business; or to individuals performing personal service not a part of the duty of the District.

EXCEPTIONS

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

Rule 1 -- Scope (Cont'd.)

Supervising Control Clerks (4)
Field Representative

Note: It is understood and agreed that employees not covered by this Agreement may operate Data Process Equipment for setting up and testing of new systems or methods without this constituting a claim for violation of this Agreement.

RULE 2

RATES AND BASIS OF PAY

(a) Rates of pay for employees covered by this Agreement shall be as indicated in Appendix I attached hereto and made a part hereof.

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

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

(d) Pay periods will end every other Saturday night to include all assignments for the last day of the pay period. Pay checks will be issued biweekly 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 made delivery on Friday, the checks will be issued not later than the following Monday.)

RULE 3

SPECIAL WAGE PROVISIONS

(a) Shift Premiums - Stores Department and Shop
Clerks

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

Day Shift	7:00 A.M. to 5:00 P.M.
Swing Shift - Stores Dept.	3:00 P.M. to 12:00 Midnight
Swing Shift - Shop Clerks	3:30 P.M. to 12:00 Midnight
Night Shift	11:30 P.M. to 8:00 A.M.

(b) A shift premium of fifteen (15) cents per hour shall be paid for swing shift assignments and twenty (20) cents per hour for night shift assignments, in addition to the basic rates as shown in Appendix I.

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

(d) PAX and Information Clerks, Data Processor Operators, Service Directors, Counting Room employees, Vault Truck Driver, Ticket Clerks, Janitors, Mopper-Waxers, and Mail Carriers shall receive fifteen (15) cents per hour in addition to the basic rates as shown in Appendix I for work performed between the hours of 6:00 P.M. and 6:00 A.M.

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

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

RULE 4

RATING POSITIONS

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

(b) Established positions shall not be discontinued and new ones created under different titles covering relatively the same kind of work for the purpose of reducing the rates of pay or evading the application of these rules.

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

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

(d) Positions (not employees) shall be rated and the transfer of rates from one position to another shall not be permitted.

RULE 5

HOURS OF SERVICE

(a) Day's Work

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

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

The terms "positions" and "work" used in this Rule 5 refer to service, duties or operations necessary to be performed and specified number of days per week, and not to the work week of individual employees.

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

(b) Regular Relief Assignments

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

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

(c) Rest Days of Extra Employees

To the extent extra employees may be utilized under applicable rules of this Agreement, their days off need not be

Rule 5 -- Hours of Service (Cont'd.)

consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

(d) Beginning of Work Week

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

RULE 6

STARTING TIME

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

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

(c) When the established starting time of a regular position is changed less than two (2) hours, the employee affected may, upon thirty-six (36) hours' notice, displace a junior employee. If the employee affected is assigned to the position on a temporary basis under the provisions of Rule 15, he may, upon thirty-six (36) hours' notice return to his former position. When the established starting time of a regular position is changed under this section on New Year's Day only, the employee affected may not displace.

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

RULE 7

OVERTIME

(a) Except where otherwise provided in these rules, time in excess of eight (8) hours, exclusive of the meal period, on any day will be considered overtime and paid on the actual minute basis at one and one-half ($1\frac{1}{2}$) times the basic straight time hours. Employees regularly assigned to the kind of work for which overtime is necessary shall be given preference to such work.

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

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

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

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

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

(d) Work in excess of forty (40) straight time hours, or more than five (5) days in any work week, shall be paid for at one

Rule 7 -- Overtime (Cont'd.)

and one-half ($1\frac{1}{2}$) times the basic straight time hours except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list.

(e) Employees performing service on their assigned rest days shall be compensated on the basis of one and one-half ($1\frac{1}{2}$) times the basic straight time hours with a minimum allowance of twelve (12) straight time hours.

An employee laying off of his own accord will be paid for all hours worked at one and one-half ($1\frac{1}{2}$) times the straight time hours and the minimum of twelve (12) hours will not apply.

(f) Work on Unassigned Days

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

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

RULE 8

MEAL PERIOD

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

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

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

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

(e) A fifteen (15) minute break shall be given each employee in the first four (4) hours' work time, and a fifteen (15) minute break shall be given each employee in the second four (4) hours' work time.

RULE 9

TRAVEL TIME

(a) Employees temporarily required to perform service away from their regularly assigned headquarters shall be allowed time spent traveling between headquarters and point of assignment. The maximum travel time allowable under this Rule shall not exceed four (4) hours for each round trip. Time spent in traveling will be paid for at the straight time rate based upon the assignment worked, subject to Rule 2(c), except employees holding relief assignments whose headquarters shall be as covered by notice.

(b) For the purpose of application of Section (a) of this Rule, headquarters at Los Angeles shall be considered to include RTD-Greyhound Station, Maple Avenue Storage Lot, Location 15 (Macy Street), 425 South Main Street, Divisions 1, 2, 3, Location 30, and Location 14 (South Park). It is understood that travel time will not be allowed between any of the points enumerated in this Section (b).

An employee moved from one assigned location to another will be paid one (1) hour at straight time rate of pay in addition to all other earnings for that day.

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

(d) This Rule shall not apply under any of the following described conditions:

- (1) Traveling in exercise of seniority choice to take assignments, voluntary transferring from one position to another, or after displacement.
- (2) Employees hired at headquarters and sent to any other point to enter service.
- (3) Employees assigned to fill vacancies or new positions under the provisions of Section (i) of Rule 15.

Rule 9 -- Travel Time (Cont'd.)

- (4) Extra or unassigned employees temporarily required to perform service at a location within five (5) miles from point of residence.
- (5) Employees relieved on account of sickness or at their own request before completion of the day's work.
- (6) Employees holding position of Traveling Storekeeper when furnished vehicle for travel to locations other than assigned headquarters.

RULE 10

NOTIFIED OR CALLED

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

(b) If such employee is called to report for work before regularly assigned starting time, such employee will be paid at the rate of time and one-half from time of reporting for work until regular starting time with a minimum of one (1) hour at the time and one-half rate, and thereafter at straight time rate of pay for regularly assigned hours.

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

RULE 11

SENIORITY

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

(b) When two (2) or more employees enter upon their duties at the same hour, on the same day, on the same roster, the District and the Local Chairman shall at that time designate respective order of such employees on the roster. It being understood that the employee who files his application first will stand first on the roster, and if they file their applications at the same time, then they shall be listed on the roster in alphabetical order.

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

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

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

(4) Employees will not accumulate seniority on more than two (2) seniority rosters, the original seniority roster and the roster to which last transferred. In the event of one or more additional transfers, any seniority previously established on a seniority roster other than the employee's original roster will be forfeited upon completion of such transfer except when the

Rule 11 -- Seniority (Cont'd.)

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

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

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

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

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

It is understood that the District will hereafter require any employee desiring to qualify as a Ticket Clerk to become qualified at all District operated Ticket Offices before he is considered to have completed his qualifications and thereby establish a seniority date on Roster No. 1.

RULE 12

SENIORITY ROSTERS

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

The duly accredited representative of the employees shall be furnished five (5) copies of the roster and will be furnished a daily report of employees entering and leaving service.

Separate seniority rosters shall be established as follows:

- Roster No. 1: Transportation Department - Ticket Clerks, Agents, Lost Article Clerk, Ticket Stock Clerk, Baggage Clerks, Chief Clerk-Ticket Office, Supervisory Ticket Clerk, Report Clerk in Ticket Office, Service Directors, General and Ticket Clerk, Red Cap Porters.
- Roster No. 2: PAX and Information Clerks.
- Roster No. 3: Transportation Department - Division Stenographers.
- Roster No. 4: Schedule Department Employees.
- Roster No. 5: Janitors-Mopper-Waxers-Mailmen-Vault Truck Driver.
- Roster No. 6: Accounting and Fiscal Division.
- Roster No. 7: Personnel Department.
- Roster No. 8: Equipment Maintenance Department - General Office.
- Roster No. 9: Equipment Maintenance Department - Equipment Records Specialist.

Rule 12 -- Seniority Rosters (Cont'd.)

Roster No. 10: Purchasing and Stores - General Office.

Roster No. 11: Purchasing and Stores - Material Control Office
and Stores Department Unit.

Roster No. 12: Transportation Department - Stops & Zones
Division.

Roster No. 14: Equipment Maintenance Department - Stock-
Shop Clerks.

RULE 13

TRANSFERRING

(a) Employees transferred with their positions from one seniority roster to another shall retain their positions and seniority.

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

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

RULE 14

PROMOTIONS, ASSIGNMENTS AND DISPLACEMENTS

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

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

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

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

RULE 15

FILLING OF POSITIONS

(a) All new positions and known vacancies exceeding thirty (30) days that are to be filled (except temporary vacancies not exceeding thirty (30) days' duration, as covered by Rule 17), shall be promptly filled, as described below.

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

(c) When a position or vacancy is to be filled, except as provided in Section (j) of this Rule, it will be offered to each employee holding a regular assigned position on the roster in seniority order until accepted. That employee's position will then be offered to each employee on the roster in seniority order until accepted. This method of filling the position will be repeated until no employee on the roster desires the position. Employees wishing to be by-passed in consideration for any position(s) shall file a written notice listing each such position with their department head. Such notice may be changed or withdrawn upon forty-eight (48) hours' advance notice.

(1) The ultimate vacancy will then be bulletined in accordance with (d) below. At the same time, notice will be posted on the bulletin board in the department or roster involved, showing names and seniority dates of employees accepting the positions.

(2) The contact with the employees will be made by an employee in a supervisory capacity and will be in person or by telephone. In the event the employee is off work when it is his turn to be contacted and he cannot be reached by telephone, a telegram will be sent to his address of record, and he will be afforded twenty-four (24) hours (excluding Saturdays and Sundays) to respond to the offer. If no response is received within twenty-four (24) hours, it will be assumed that he has refused the position and the next employee will be contacted.

Rule 15 -- Filling of Positions (Cont'd.)

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

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

(e) Bulletins will be posted in places accessible to all employees affected, and will be open for bid for a period of six (6) consecutive days. Bids will first be accepted from employees on the roster holding seniority on the roster where vacancy occurs; second, from employees on other seniority rosters, as outlined in Rule 12.

(f) Bids for such position will be filed with the designated Department Head within six (6) days from date of issuance of bulletin.

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

(h) (1) The successful applicant either in the procedure described in Section (c) or in the bulletining process, will be placed on the job as soon as qualified relief is available and in any event, within ten (10) calendar days after date of assignment bulletin or acceptance of the position under Section (c) above. An employee not placed on the position within the ten (10) days mentioned above, will thereafter receive the higher of the two (2) rates and in addition will be paid one dollar (\$1.00) each work day of the position occupied until placed on the new position.

Rule 15 -- Filling of Positions (Cont'd.)

- (2) In the event the successful applicant is bidding within the same classification where there is no salary increase involved, the bid made only for the purpose of changing position, job location, days off, or hours of assignment, and the employee not placed on the position awarded within ten (10) days from the date of award, the successful applicant shall be paid one dollar (\$1.00) per work day as a penalty for each work day withheld from the position after the expiration of the ten (10) day period. This penalty shall not be applicable on days which the employee is unavailable for work due to sickness, leave of absence, vacation or off account holiday.

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

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

- (1) Shake-ups will be held in the months of January, May, and October of each year; (January and July, effective January 1, 1978). The dates of these shake-ups may be changed by mutual agreement with the representatives of the Clerks and the District. No more than eight (8) employees will be permitted to bid out of the PAX and Information Department between shake-ups after January 1, 1978.

Rule 15 -- Filling of Positions (Cont'd.)

- (2) Schedules of shifts will be posted one (1) week in advance of shake-ups and employees on sick leave or leave of absence will not be notified of the shake-ups unless the established dates for holding the shake-ups have been changed.
- (3) Assignments will be divided into two (2) categories:
 - (a) Regular assignments that have scheduled hours and scheduled days off.
 - (b) Extra full-time assignments (including vacation relief positions) that do not have scheduled hours or scheduled days. In this connection, it is the intent of the District to have a number of extra full-time assignments to make sick, vacation and emergency reliefs in the PAX and Information Section. On the Friday preceding the Sunday of each week, these positions will be assigned, on the basis of seniority and qualifications, to cover open regular assignments. The junior available qualified employee may be reassigned to cover vacancies that occur during the work week. The extra full-time assignments (including vacation relief positions) when vacant, if to be filled, will continue to be bulletined under Section (4) below.
- (4) During the interval between shake-ups, weekly bidding will be permitted. All known vacancies of thirty (30) days or more in duration will be put up for bid by 11:00 a.m. each Tuesday and closed on Thursday, to be effective the following Sunday. Any employee may bid an open shift in the weekly bid except only one (1) bid will be allowed between each shake-up

Rule 15 -- Filling of Positions (Cont'd.)

onto a position for which the bidder is not qualified. When an employee's position is abolished, a shake-up will be held on all jobs held by employees junior in seniority to the employees whose position is abolished.

- (5) Employees who return to work after having been off and who do not have a regular shift will, upon return to service, be permitted to displace any junior employee and the employee displaced shall have the same right.
- (6) When employees bid a new assignment through the weekly bidding process, the vacancy thus created will go up for bid in the following weekly bidding process, except at regular shake-ups.
- (7) If other rules of the agreement are in conflict with the conditions outlined in this Section (j), this Section (j) shall govern.

RULE 16

POSITIONS ABOLISHED, DISPLACEMENTS AND
REDUCTION IN FORCE

(a) An employee whose position is abolished or is displaced, may displace a junior employee on the roster or may displace on original roster in line with the provisions of Rule 11(c)(2).

Employees must exercise such displacement in writing, which may not be changed, within thirty-six (36) hours from the date he is displaced.

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

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

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

(e) An employee who is assigned to a position under the provisions of Rule 15, or make a displacement, and fails, within a reasonable time, to demonstrate fitness and ability, shall vacate

Rule 16 -- Positions Abolished, Displacement
Force (Cont'd.)

the position on which disqualified, and may, if fitness is found to be sufficient, displace the junior assigned employee on the roster. In the event he is unable to make the above displacement, he may return to his former roster and displace on his former position, if occupied by a junior employee; if not, may displace the junior employee on his former roster on a position for which he has sufficient fitness and ability.

(f) Five working days' advance notice will be given in abolishing positions or making force reductions, except such advance notice under emergency conditions such as flood, snow storm, war, can, earthquake, fire, or conditions beyond the control of the District will not be required. Notice of the job abolishment will be posted on all bulletin boards.

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

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

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

RULE 17

SHORT VACANCIES

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

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

(1) By using the senior available qualified employee holding assignment on an extra full-time position. Extra full-time employees are not to be used to work more than one short vacancy in a day except as provided in Rule 17(b)(5).

(2) If (1) does not provide an occupant for a position of Service Director or Ticket Clerk, the first three (3) days of a vacancy will be filled by the senior qualified employee who normally performs this type of work, who is on his rest days and who desires such work. If no regular employee who is available desires to work, it may be filled by utilizing the services of a qualified and available extra Service Director or extra Ticket Clerk. After the first three (3) days of the vacancy, the District may utilize the services of an extra Service Director or extra Ticket Clerk who is a member of the Brotherhood of Railway and Airline Clerks for seven (7) work days following which the temporary vacancy will be filled under the provisions of Rule 15. In the event that selection of assignments cannot be completed prior to the 15th day, due to the inability of being able to contact an employee for a vacancy, the extra Service Director or extra Ticket Clerk will be used on the vacancy to be filled, without penalty to the District, until the bidding can be completed, as provided in Rule 15(c)(2).

NOTE: Qualified and available extra Service Directors and extra Ticket Clerks must protect the short vacancies for which they are called. Failure to do so will result in forfeiture of all

Rule 17 -- Short Vacancies (Cont'd.)

Roster 1 seniority.

(3) If (1) does not provide an occupant for a position at a location where twenty-four (24) hours' coverage is provided, on Roster No. 11, it will, by mutual consent of the senior employees involved, be filled by working the qualified employee on each side of the vacancy, four (4) hours' overtime apiece.

(4) If (1), (2), or (3) does not provide an occupant, it shall be filled by the senior available and qualified employee on the roster who is off on his rest days and who desires this work.

(NOTE: On Roster No. 2 the employees that desire to work short vacancies on their rest days or outside their assigned hours will make written request to their Department Head advising that hours and days they desire to work. Available notices may be cancelled or changed by giving the Department Head 24 hours advance written notice. Employees holding assignments covered by all the rules of the Clerks' Agreement will be called first in seniority order to work the short vacancy. Employees who are members of the Brotherhood of Railway Clerks and are working positions that are not covered by all the rules of the Clerks' Agreement will then be called in seniority order. If the District is unable to fill the vacancy with a senior employee with an application on file the junior available employee with an application on file may be required to protect the short vacancy. On those legal holidays listed in Rule 34(a) when the PAX-Information Department anticipates a reduced work load, requests to lay off will be honored in seniority order, on a per shift basis.)

(5) If the provisions of Rule 17(b)(4) do not provide someone to work the short vacancy, qualified employees occupying regular assignments on the roster whose hours do not conflict with the hours of the short vacancy and who has on file written request to be used shall be given the opportunity, in seniority order, to work the short vacancy. If none of the regular assigned employees desire to work the short vacancy the extra full time employee may be required to protect the second vacancy in a day.

(6) If none of the above alternatives provide an occupant for the short vacancy, qualified employees from another roster whose hours do not conflict with the hours of the short

Rule 17 -- Short Vacancies (Cont'd.)

vacancy and who has on file written request to be used shall be given the opportunity, in seniority order, to work the short vacancy.

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

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

RULE 18

FORMER POSITIONS VACANT

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

RULE 19

LEAVE OF ABSENCE

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

(b) Members of General or Local Committees, representing employees covered by these rules, will be granted leave of absence without unnecessary delay, and without loss of seniority.

(c) The District may require an employee on leave of absence due to physical disability to submit to physical examination by the District's Medical Director to determine his fitness to return to duty.

(d) (1) Employee with one (1) year of service or less shall not lose his seniority due to leave of absence because of illness or injury unless said leave is in excess of twelve (12) months, except by mutual consent by the parties signatory to this Agreement.

(2) Employee with more than one (1) year's service shall not 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.

(3) The District or the Brotherhood may within thirty (30) days prior to expiration of the one (1) year leave as provided in Paragraph (d)(1) above, or the two years' leave as provided in Paragraph (d)(2) above, request further extension in meritorious cases where such recommendation is made by the Medical Director of the District or by recommendation of a licensed physician obtained by the employee and where agreement is reached by the two (2) doctors recommending the extension of the leave. If there is disagreement as to the propriety of the extension, the County Medical Director shall 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 will be shared equally by the District and the Brotherhood.

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

(f) Employees covered by this Agreement will be granted necessary leaves of absence for military training as provided for under Section 394 of the Military and Veterans' Code, as applicable in this District. Said employees will be compensated for said time with a maximum of fifteen (15) calendar days at eight (8) hours at straight time pay for each work day lost.

RULE 20

OFFICIAL OR EXCEPTED POSITIONS

(a) Employees appointed to official positions shall retain seniority date on the roster or rosters from which promoted for a period of six months from the date of the appointment. Employees appointed to official positions prior to the date of the signing of this Agreement shall continue to hold seniority on the roster or rosters from which promoted for a period of six months from the effective date of this Agreement.

(b) While occupying official positions employees who have seniority rights as provided in this Agreement shall be permitted to exercise that seniority only in bidding for vacancies or new positions.

(c) If positions provided for in Section (a) of this Rule are abolished, or if the incumbent is released from such position within the six month period, such employee shall be entitled to the privileges of Rule 16.

RULE 21

DISPLACEMENT ON RETURN FROM LEAVE OF ABSENCE

An employee returning from leave of absence, sick leave, military service, disability annuity, vacation or from temporary assignment, including vacation or other temporary relief service on either schedule, official or excepted position may resume his permanent assignment, provided it has not been abolished or taken by a senior employee in the exercise of seniority rights, or may, upon return or within three (3) days thereafter, exercise seniority rights to any position that has been bulletined and assigned during his absence. Employees thus displaced may exercise displacement rights as provided in Rule 16(a).

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

RULE 22

PROBATIONARY PERIOD

Applicants for employment entering the service shall be accepted or rejected within ninety (90) days after the applicant begins work, unless a longer period is mutually agreed upon between the parties. When applicant is not notified to the contrary within the time stated, it will be understood that the applicant becomes an accepted employee. If, after the expiration of a twelve (12) month period from date of hire, it is found that the information given by the applicant is false, such falsification shall not be justification for removal of applicant from service, unless it is for a matter involving a felony conviction. False information given by the applicant on felony convictions, discovered after three (3) years will not be justification for removal of applicant from service.

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

RULE 23

POSTING NOTICES

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

RULE 24

CERTIFICATE OF SERVICE

When employees covered by these rules leave the employ of the District, they shall, upon request, be furnished with certificates of service.

RULE 25

EQUIPMENT FURNISHED

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

(b) The District will continue the practice of providing regulation coveralls or two-piece white uniforms to Vault Truck Drivers, Janitors, Mail Carriers and Stores Department employees at one-fifth (1/5) of the cost to the employee, on the following basis:

- (1) Each employee shall be provided with four (4) pairs of coveralls or two-piece white uniforms.
- (2) In order to obtain replacement of worn or damaged garments, employee must turn in garments that are to be replaced.
- (3) Upon termination of employment, the employee may turn in his coveralls or uniforms and receive credit at the rate of ten cents (10¢) per pair per month for each month or major fraction thereof, under ten (10) months from date of issue, provided they are not damaged or worn beyond repair.

(c) Laundry service of regulation garments will be provided by the District without cost to the employee for Counting Room employees, Vault Truck Drivers, Janitors, Mail Carriers and Stores Department employees.

(d) The District shall provide Service Directors with a shirt or coat badge which will indicate "RTD Service Director, Badge No. ____." This badge may be worn on duty in lieu of the uniform cap.

The District shall pay each Service Director a maximum of seventy dollars (\$70) per calendar year for the prescribed uniform, after one (1) year as a regular assigned Service Director. Effective June 1, 1977, the uniform allowance will be increased to seventy-five dollars (\$75) per calendar year. Effective June 1, 1978, the uniform allowance will be increased to eighty dollars (\$80) per calendar year.

Rule 25 -- Equipment Furnished (Cont'd.)

This payment will be made on the Service Director's anniversary date as a regular assigned Service Director. However, in the case of an Operator-Extra Service Director who subsequently bids and is awarded a position of Regular Service Director, the employee's anniversary date as an Operator will be used in determining his anniversary date for his uniform allowance. No employee shall receive more than one (1) uniform allowance in any twelve (12) month period.

The above payment shall not be made to an employee who has performed no service for the District, as covered by this Agreement, since his previous anniversary date. Further, no payment shall be made to an employee who leaves the service through retirement or termination, prior to his next anniversary date.

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

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

(g) The District will provide new Thomas Guides for PAX-Information Clerks and Mileage Clerks as needed and will relieve the employee from the board for up to thirty (30) hours for the purpose of marking the guide.

RULE 26

BOND PREMIUM

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

RULE 27

HEALTH AND SAFETY

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

RULE 28

WITNESSES

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

(b) Any employee receiving notice of call to jury duty shall show such notice to his supervisor within four (4) days from date of notice, when he is required to appear before the Jury Commissioner. If, after showing said notice to his supervisor, personal appearance of employee is required, the employee shall be allowed reasonable time for such appearance. If loss of time from work is necessary for such appearance he shall suffer no loss in pay.

RULE 29

NOTIFIED WHEN DISALLOWED

When time is claimed in writing and such claim is disallowed, the employee making the claim shall be notified in writing and reason for non-allowance given.

RULE 30

DISCIPLINE INVESTIGATION

(a) An employee who has been in service covered by these rules more than ninety (90) days, or whose application has been formally approved, shall not be dismissed or otherwise disciplined without a formal investigation, which shall be promptly held but in any event not later than twenty (20) days from date the District has factual knowledge of occurrence of the incident to be investigated, unless such employee shall accept such dismissal or other discipline in writing and waive formal investigation. In matters of a serious nature, he may be held out of service pending such investigation. At such investigation the employee may be assisted by his duly accredited representative. Nothing of an adverse nature shall be included in an employee's personal record file without the employee being advised in writing and his acknowledgment received.

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

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

(c) An employee disciplined as a result of formal investigation shall be informed in writing of that fact within five (5) days after the investigation is held, unless a longer time limit is mutually agreed to in specific instances. If an employee is suspended, the suspension shall date from the time he is taken out of service.

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

(e) The right of appeal by employees or their representatives in regular order of succession and in the manner prescribed, up to and including the highest official designated by the District to whom appeals may be made, is recognized. If an appeal is made, it must be filed and progressed in accordance with the procedures set forth in Rule 31. If further appeal is desired from the decision of the highest District representative, such appeal shall be made in accordance with the provisions of Rule 32.

Rule 30 -- Discipline Investigation (Cont'd.)

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

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

(h) An employee who considers himself otherwise unjustly treated shall, if written request setting forth his complaint is made to his immediate supervisor within twenty (20) days of the cause of complaint, have the right of conference with his employing officer, assisted by his duly accredited representative, at which conference it will be the effort to dispose of the complaint based upon the facts and arguments there presented, and/or the same right of a hearing and appeal as provided in Rule 30.

RULE 31

FILING OF CLAIMS - PROCEDURE - LIMITATIONS

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved to the representative of the District authorized to receive same within thirty (30) days from the date of the occurrence on which the claim or grievance is based. Should any claim or grievance be disallowed, the District shall, within twenty (20) days from date same is filed, notify whoever filed the claim or grievance (the employee or his representative) of the reason for such disallowance; it being agreed that claims filed on prescribed forms and appeals will be submitted in duplicate and the District representative receiving the claim will acknowledge receipt of same by signing and returning one (1) copy to party submitting the claim. Decisions will be mailed in duplicate by the District and the party receiving same will sign and return one (1) copy to the District representative. If not so notified, claim will be paid as presented.

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

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

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

Rule 31 -- Filing of Claims-Procedure-Limitations (Cont'd.)

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

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

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

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

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

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

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

(l) Words used in this Rule in the singular number include the plural, and the plural the singular. Words appearing in the male gender include the female gender, and vice versa.

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

RULE 32

ARBITRATION PROCEDURE

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

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

(1) The Arbitration Board shall consist of three (3) persons, one (1) chosen by the Brotherhood, one (1) chosen by the District, and the third (3rd) to be chosen by these two (2). The District and the Brotherhood 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.

(2) In the event representatives chosen by the parties cannot agree within five (5) days upon a person to act as a third member and Chairman of the Board, the District and the Brotherhood representatives shall immediately thereafter jointly request the Supervisor of the California State Conciliation Service to submit to them the names of seven (7) qualified and available arbitrators. No person submitted on the list by the said Supervisor shall have any official, financial, or other connection with or interest in the District or the Brotherhood. Within five (5) days after the receipt of said list, the Brotherhood and the District representatives shall each strike three (3) names from it in the following manner:

The two (2) representatives shall determine by lot the order of elimination, and thereafter each shall in that order eliminate three (3) names from said list. The seventh and remaining name shall thereupon be accepted by both the District and the Brotherhood as the third member and Chairman of the Board. The Brotherhood and the District members of the Board shall immediately thereafter notify the Supervisor of the California State Conciliation Service of their joint selection.

(3) The Board shall meet within ten (10) days from the date of selection of the third member of said Board and set the

Rule 32 -- Arbitration Procedure (Cont'd.)

date for the hearing.

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

(4) The parties further agree: (a) That each party shall be responsible for any expense in connection with the presentation of its case; (b) That all other expenses of arbitration shall be borne equally by the parties, and said expenses may include the making of a verbatim record of the proceedings and a transcript of that record; (c) That the Board shall render a written decision or award within ten (10) days from the date of the receipt of the transcript, if taken, or within ten (10) days from the conclusion of the hearing if no transcript is taken, and the majority decision of the Board shall be final and binding upon the parties.

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

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

RULE 33

TRANSPORTATION PRIVILEGES

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

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

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

(d) Retired employees, for the purpose of application of this Rule, are considered as employees. Employees eligible for retirement but electing to take cash severance benefits in lieu of retirement benefits under the Retirement Income Plan will, effective with those taking severance as of May 29, 1969, be considered in the same category as retired employees, in the application of this Transportation Privilege Rule.

(e) Lost passes must be immediately reported to employee's division or department.

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

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

(h) Transportation privileges will be continued to the spouse and dependent children of a deceased employee for the balance of the calendar year of his death. If the employee had ten (10) or more years of continuous service with the District, transportation privileges will be retained during the spouse's life or until the spouse remarries.

Rule 33 -- Transportation Privileges (Cont'd.)

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

RULE 34

HOLIDAYS

(a) Employees who work on the following legal holidays, namely, New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or by Proclamation shall be considered the holiday) shall be paid an additional day at one and one-half ($1\frac{1}{2}$) times the straight time hours. Effective June 1, 1977, Washington's Birthday is deleted and a personal preference or "Floating Holiday" is substituted. Also effective June 1, 1977, a second Floating Holiday will be added. Effective June 1, 1978, a third Floating Holiday will be added.

Employees who work on their birthday or anniversary date shall be paid an additional day at one and one-half ($1\frac{1}{2}$) times the straight time hours. When the employee's birthday or anniversary date falls on one of the legal holidays referred to above, the work day immediately before or after the legal holiday will be considered the employee's birthday for the purpose of this Rule. For employees whose birthday or anniversary date falls on February 29th, the 28th day of February will be observed as the employee's birthday, or anniversary date in other than leap years.

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

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

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

Rule 34 -- Holidays (Cont'd.)

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

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

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

(f) The personal preference days, or "Floating Holidays" referred to in (a) above will be guaranteed days off and the employee will not work on those holidays. These holidays will be selected on the basis of seniority. The District reserves the right to determine the number of employees who may select any particular date as a floating holiday. Pay for the holidays will be in accordance with this Rule 34 (a), (b), (c), and (d).

RULE 35

VACATIONS

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

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

- One (1) week's vacation after one (1) year's continuous service
- Two (2) weeks' vacation after two (2) years' continuous service
- Three (3) weeks' vacation after five (5) years' continuous service
- Four (4) weeks' vacation after ten (10) years' continuous service
- Five (5) weeks' vacation after eighteen (18)* years' continuous service
- Six (6) weeks' vacation after twenty-eight (28) years' continuous service.

* Reduced to seventeen (17) years' continuous service effective June 1, 1977.

(b) 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 and 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 and forty (240) hours shall constitute six (6) weeks' vacation.

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

When a holiday as provided in Rule 34 occurs on a scheduled work day of the vacationing employee, he may be granted

Rule 35 -- Vacations (Cont'd.)

one (1) additional vacation day with no reduction in pay. If the additional vacation day is not granted, the employee will receive one (1) additional day's pay at straight time rate.

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

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

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

(d) Vacation periods shall not be cumulative.

(e) Any employee who, by reason of illness, injury, or leave of absence, is absent from his duties for one hundred (100) days or less during the year's service, will be entitled to a full vacation. Employees absent from their duties for more than one hundred (100) days during the year will be entitled to one-twelfth (1/12) of their normal vacation for each month or major fraction thereof, which they worked. Employees absent because of injury sustained while on duty will not be subject to this provision.

(f) To provide for the taking of vacations on the basis of equality of all employees during the year and to effectuate the provisions of Sections (a) and (b) of this Rule, 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 had 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

Rule 35 -- Vacations (Cont'd.)

of one (1) year of service. Annual vacation will thereafter be granted as of the vacation year.

(g) 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.

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

(i) Any employee who has not taken a vacation which he has earned under the provisions of this Rule, and if 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. However, if and during the time he draws disability benefits, he will not be eligible for vacation pay in lieu of his vacation.

(j) Subject to the provisions of the preceding sections of this Rule 35, vacations may be taken between June 1 and May 31, and shall be scheduled Sunday through Saturday.

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

When an employee elects to split his vacation, only the first vacation period will be granted in seniority order and the remaining vacation period will be chosen in seniority order after other employees in the department have chosen their vacation period.

RULE 36

SICK LEAVE

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

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

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

Two (2) years (and less than four (4) years) of continuous service - one (1) week (forty (40) hours). Effective June 1, 1977, the two (2) year service requirement is reduced to one (1) year.

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

Seven (7) years and over of continuous service - four (4) weeks (one hundred and sixty (160) hours).

(c) Employees will accumulate sick leave allowance during any year to the extent of their unused allowance which occurred under Section (b) of this Rule, the preceding four (4) years. Any such accrued allowance will, in case of bona fide sickness, first be applied against their absences before applying sick leave allowance accruing during the year in which the absence occurs. This Rule does not contemplate any accumulated sick leave allowance from any year except the four (4) immediately preceding the year during which the absence occurs.

(d) The foregoing provisions for sick leave payments shall apply only to illness and off-duty accidents. The District may request a certificate from a reputable physician.

Rule 36 -- Sick Leave (Cont'd.)

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

(f) When the employee is entitled to receive Unemployment Compensation Disability benefits, there shall be charged against the employee's sick leave account only that portion of the day's sick leave which when added to the Unemployment Compensation Disability Benefits paid for such day shall equal the eight (8) hour payment.

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

(h) Fifty percent (50%) of an employee's unused sick leave will be paid to the employee or his beneficiary upon the employee's retirement. In case of death prior to retirement, all of an employee's unused sick leave will be paid to his beneficiary.

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

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

RULE 37

HEALTH AND WELFARE

(a) Except as provided in Sections (b) and (c) of this Rule, the District agrees to pay into an established Trust Fund \$75.00 per month for each employee covered by this Agreement who is presently covered by the Health and Welfare Plan, as well as \$75.00 per month for each new employee beginning with the first day of the calendar month following sixty (60) days of continuous employment. Effective June 1, 1978, this will be increased to \$78.00 per month per employee. Effective December 1, 1978, the amount will be increased to \$81.00 per month per employee.* This monthly payment will be used to defray the cost of the Health and Welfare plan designed for the benefit of the employees and/or their dependents of the District represented by the Brotherhood of Railway, Airline and Steamship Clerks.

* Effective May 1, 1979, this will be increased to \$117.00 per month per employee.

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

- (1) Active employees who have earnings in the current month.
- (2) Employees absent account bona fide sickness 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) Brotherhood representatives (who are employees of the District) 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 6-1-74.

Rule 37 -- Health and Welfare (Cont'd.)

- (5) Employees absent or on authorized leave of absence, except as provided above, must make their own monthly payment if they desire continuance of health and welfare coverage.
- (6) Employees on furlough may be continued in the plan by making their payment direct to the Brotherhood of Railway, Airline and Steamship Clerks or Trustee of the Health and Welfare Plan.

(c) 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.

(d) 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.

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

(f) The District will contribute 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.

RULE 38

PENSION PLAN

Section 1. Incorporated in Agreement

The Pension Plan known as the Southern California Rapid Transit District-Brotherhood of Railway Clerks' Retirement Income Plan, as amended June 1, 1976, is incorporated herein and made a part hereof by reference. This plan covers the employees coming within the terms and provisions of this Agreement.

Section 2. Identification of Plan and Amendments

(a) The Pension Plan referred to above is the plan made effective June 1, 1964, as amended by the Sixth Amendment effective June 1, 1974, and approved by the District and the Brotherhood, with the amendments listed in the Memorandum of Agreement dated April 13, 1977, which will be incorporated into the plan.

(b) It is understood that all provisions of the Southern California Rapid Transit District-Brotherhood of Railway Clerks' Retirement Income Plan dated December 29, 1965, as amended June 1, 1974, which are not affected by the April 13, 1977 Memorandum of Agreement will remain unchanged.

RULE 39

GROUP LIFE INSURANCE

(a) The District shall, as a condition of employment, require all employees covered by this Agreement hired on or after January 28, 1960, to participate in the Group Life Insurance program commencing with the first day of the calendar month following ninety (90) days of employment.

(b) The Group Life Insurance carried by each employee hired on or after September 1, 1969, will be in the amount of Five Thousand Dollars (\$5,000.).

(c) Employees carrying an amount of insurance under the existing policy of less than \$5,000, will be permitted to increase their Group Life Insurance to \$5,000. Employees carrying an amount of insurance under the existing policy of more than \$5,000, will be permitted, if they so desire, to continue the same amount of coverage.

(d) The District shall pay the premium for active employees for the first \$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 above specified. The premium to be paid by the employee shall be computed at the same rate from time to time paid by the District for such insurance, the present rate being \$.88 per thousand per month.

(e) Employees who have no earnings during the payroll period for which deductions are to be made will be required to pay their proportion of the premium direct to the District. Employees absent on account of sickness in excess of twelve (12) months shall be required to pay the entire premium for all of their coverage under the group policy. During the first twelve (12) months of such absence the District shall pay the premium on the first \$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.

Rule 39 -- Group Life Insurance (Cont'd.)

(f) Employees on leave of absence in excess of twelve (12) months, excluding Union representatives currently representing employees of the District, may, by payment of their premium for the extent of their group insurance coverage, continue to be covered by the group insurance policy. Such participation shall be restricted to the period of time specified under Rule 19 of this Agreement.

(g) Union representatives referred to herein who are employees of the District and who are on leave of absence representing employees covered by this Agreement and who are participating in the Group Life Insurance program, will have the premium for the first \$2,500 paid for by the District.

(h) 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.

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

(j) Employees absent from work because of illness and who do not make the required group insurance plan payments will not be dropped from the group insurance plan because of such failure. However, upon their return to work or upon the payment of any vacation wages from the District, the amount of unpaid premium will be deducted from the above referred to wages.

(k) Effective November 1, 1972, the District shall contribute to the trust fund established by Rule 37 hereof the sum of \$1.375 per month per employee (limited to employees for whom the District is required to make health insurance contributions pursuant to Rule 37). Said sum shall be used by the Trustees of said trust fund for the sole purpose of paying insurance premiums for additional Group Life Insurance benefits, and no part of said sum shall be used for purchasing any other type of benefit.

RULE 40

BEREAVEMENT LEAVE

All employees covered by this Agreement shall, in the event of the death of employee's spouse, children, grandparents, parents, brothers and sisters of either spouse, be entitled to three (3) consecutive work days off to attend the funeral. One of the three (3) days off must be the day of the funeral. Payment shall be on the basis of eight (8) hours pay at the employee's straight time rate for each work day of leave.

RULE 41

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

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

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

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

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

Rule 41 -- Supplemental Unemployment Benefit Plan (Cont'd.)

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

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

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

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

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

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

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

BENEFITS

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

1. An amount which, when added to the applicant's State Benefit and other compensations (as defined under Section, "State Benefit and Other Compensation"), for such

Rule 41 -- Supplemental Unemployment Benefit Plan (Cont'd.)

week, will equal sixty-five percent (65%) of his weekly straight time wages with the District computed as provided in Sub-Section (b) of this Section, or

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

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

1. Multiplying the regular base hourly rate for his position during the last thirty (30) days he worked for the District by forty (40), or
2. Multiplying by twelve (12) and dividing by fifty-two (52) the regular monthly salary last held during the last thirty (30) days he worked for the District.
3. Reducing the amount so obtained by the sum of all Federal and/or State contributions which would be required to be collected, deducted, or withheld by the District from a regular weekly wage of such amount paid to him for the last pay period commencing during such thirty (30) days.
4. In event the eligible applicant under this plan shall have been absent by reasons beyond the District's control to such an extent as to reduce the Base Period Quarterly Earnings used to determine the amount of benefits under the State Unemployment Insurance Law below the amount for full-time employment, the benefit used for the purpose of applying this plan shall be the amount of pay he would have received had he worked full time.
5. The minimum payable under this plan to those eligible to receive benefit shall be eight dollars (\$8.00) per week.

Rule 41 -- Supplemental Unemployment Benefit Plan (Cont'd.)

STATE BENEFIT AND OTHER COMPENSATION

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

CONTINUITY OF BENEFIT

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

RE-EMPLOYMENT SENIORITY

Any employee suffering loss of position under circumstances for which he is eligible to claim the benefits herein provided, is entitled, at the first opportunity, to exercise his seniority for re-employment within one (1) year from the last day worked for the District, in any classification within the Brotherhood of Railway, Airline and Steamship Clerks' Agreement for which he is eligible, as provided in Section (b), when such vacancy in the District organization occurs prior to the exercise of such seniority by any person outside of the classification seniority roster concerned.

NON-EMPLOYEE STATUS

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

OPTION

Employee may elect to accept two weeks' gross earnings in his regular position, plus accrued vacation privileges, and upon such election will waive all rights to any other provision of the Supplemental Unemployment Benefit Plan.

RULE 42

UNION SHOP

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

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

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

(d) The District agrees to make payroll deductions according to the terms and conditions of the "Authorization for Payroll Deductions" for each employee who executes and maintains such authorization and the amount of the deduction will be in accordance with the current notification submitted by the Brotherhood of Railway, Airline and Steamship Clerks and on file in the District's office.

(e) The Brotherhood of Railway, Airline and Steamship Clerks agrees that it will indemnify, defend and save harmless the District from any and all liability arising from entering into or complying with the terms of Section (d) above.

RULE 43

REPRESENTATION

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

It is understood that the Brotherhood will provide the Manager of Employee Relations of the District with a list showing the names of the Vice General Chairman, the Assistant to the Vice General Chairman, and the Local Chairman, as well as the names and area of jurisdiction of the committeemen. The Brotherhood will also promptly advise the District of any change in this list.

RULE 44

ECONOMIC STABILIZATION ACT

If on the execution date of this Agreement or any subsequent date, any provision thereof may not be put into effect because of applicable economic stabilization laws, orders, or regulations, such provision shall become effective only at the time and to the extent permitted by such laws, orders or regulations.

RULE 45

EFFECTIVE DATES - DURATION - TERMINATION

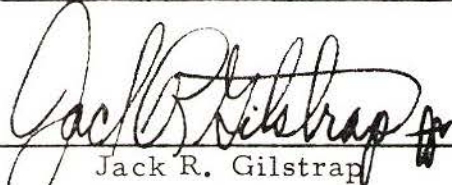
(a) Except as otherwise provided herein, this Agreement shall be made effective June 1, 1976, and shall remain in full force and effect to and including May 31, 1979, and shall continue in effect thereafter, unless notice in writing of termination has been served by either party upon the other not later than sixty (60) days prior to May 31, 1979, may be terminated by either party serving upon the other written notice of termination not later than sixty (60) days prior to the time it is proposed to make such termination.

(b) Any requests to modify or change this 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, 1979, and in the event the Agreement is in effect after such date by reason of the provisions of Section (a) of this Rule 45, not later than sixty (60) days prior to the time it is proposed to make such change or modification.

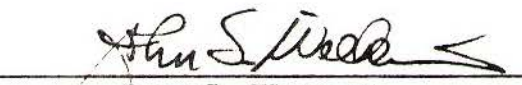
(c) This Contract constitutes the final agreement of the parties hereto on the subjects covered herein; and it is hereby agreed that neither party shall use any type of economic force concerning the terms of this Agreement during the term of said Agreement.

Signed at Los Angeles, California, this 13th day of
April, 1977.

FOR THE SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT:



Jack R. Gilstrap
General Manager



John S. Wilkens
Manager of Employee Relations

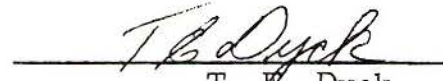


Bryan Stokes
Administrator for Labor Relations

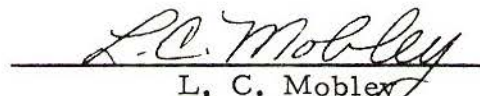


Donald J. Cornish
Labor Relations Representative

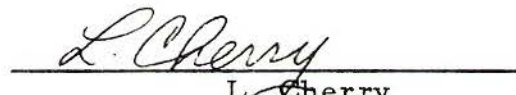
FOR THE BROTHERHOOD OF RAIL-
WAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES:



T. E. Dyck
General Chairman



L. C. Mobley
Vice General Chairman



L. Cherry
Vice General Chairman



J. D. Holmberg
Vice General Chairman



Lyle D. Burkhart
Regional Representative

COST OF LIVING ALLOWANCE

(a) All employees covered by this Agreement shall be covered by a Cost-of-Living provision as set forth in this Rule.

(b) The basic wage rates as shown in Appendix I of this Agreement shall not be reduced by application of this Cost-of-Living provision. The basic wage rates as set forth in this Appendix I will be adjusted upward in the amount of one cent (1¢) for each 0.4 point 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).

(c) The April 1976 index shall be considered as the fixed base for determining all adjustments during the life of this Agreement. The first adjustment will be based on the change, if any, in the Consumer Price Index between April, 1976, October, 1976, to be applicable December 1, 1976. Thereafter, adjustments shall be made each three (3) months for the duration of the Agreement.

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

New or rehired employees, after April 29, 1977, for positions covered by this Agreement will be paid 80% of the established rate, as shown in this Appendix I, for the first six (6) months of employment, 85% for the second six (6) months, 90% for the third six (6) months, 95% for the fourth six (6) months, and the full established rate thereafter.

HOURLY WAGE RATES

BRAC EMPLOYEES

Classification	6-1-76 Base Rate	12-1-76 Base Rate*	6-1-77 Base Rate*	12-1-77 Base Rate*	6-1-78 Base Rate*	12-1-78 Base Rate*
ACCOUNTING AND FISCAL						
Messenger Clerk	\$5.82	\$5.94	\$6.03	\$6.15	\$6.24	\$6.30
Typist Clerk	5.90	6.02	6.11	6.23	6.32	6.38
Records Clerk	5.90	6.02	6.11	6.23	6.32	6.38
Payroll Clerk	6.09	6.21	6.30	6.43	6.53	6.60
Revenue Clerk	6.09	6.21	6.30	6.43	6.53	6.60
Mileage Clerk	6.09	6.21	6.30	6.43	6.53	6.60
Accounts Clerk	6.09	6.21	6.30	6.43	6.53	6.60
Keypunch Operator	6.09	6.21	6.30	6.43	6.53	6.60
Clerk	6.09	6.21	6.30	6.43	6.53	6.60
Supervising Keypunch Operator	6.24	6.36	6.46	6.59	6.69	6.76
Senior Clerk	6.46	6.59	6.69	6.82	6.92	6.99
Cash Clerk	6.47	6.60	6.70	6.83	6.93	7.00
Tabulator Operator	6.72	6.85	6.95	7.09	7.20	7.27
Data Processor Operator	7.05	7.19	7.30	7.45	7.56	7.64
Supervising Control Clerk	7.05	7.19	7.30	7.45	7.56	7.64
Lead Data Processor	7.35	7.50	7.61	7.76	7.88	7.96
PERSONNEL						
Medical Clerk/Receptionist	5.85	5.97	6.06	6.18	6.27	6.33
Typist Clerk	5.90	6.02	6.11	6.23	6.32	6.38
Field Representative	6.72	6.85	6.95	7.09	7.20	7.27
Clerk	6.09	6.21	6.30	6.43	6.53	6.60
Pension and Insurance Clerk	6.23	6.35	6.45	6.58	6.68	6.75
Stenographer	6.23	6.35	6.45	6.58	6.68	6.75
Interviewer	6.29	6.42	6.52	6.65	6.75	6.68

HOURLY WAGE RATES

BRAC EMPLOYEES

Classification	6-1-76 Base Rate	12-1-76 Base Rate*	6-1-77 Base Rate*	12-1-77 Base Rate*	6-1-78 Base Rate*	12-1-78 Base Rate*
MAINTENANCE AND EQUIPMENT						
Stock/Shop Clerk	\$6.60	\$6.73	\$6.83	\$6.97	\$7.07	\$7.14
Traveling Mopper/Waxer	5.63	5.74	5.83	5.95	6.04	6.10
Mopper-Waxer	5.63	5.74	5.83	5.95	6.04	6.10
Mopper-Waxer/Relief Mail Carrier	5.90	6.02	6.11	6.23	6.32	6.38
Lead Mopper-Waxer	5.90	6.02	6.11	6.23	6.32	6.38
Typist Clerk	5.90	6.02	6.11	6.23	6.32	6.38
Stenographer	6.23	6.35	6.45	6.58	6.68	6.75
General Clerk #2	6.26	6.39	6.49	6.62	6.72	6.79
Mail Carrier	6.28	6.41	6.51	6.64	6.74	6.81
Vault Truck Driver	6.37	6.50	6.60	6.73	6.83	6.90
General Clerk #1	6.59	6.72	6.82	6.96	7.06	7.13
Equipment Record Specialist	7.06	7.20	7.31	7.46	7.57	7.65
PURCHASING AND STORES						
Addressograph Operator	5.85	5.97	6.06	6.18	6.27	6.33
Utility "A"	5.86	5.98	6.07	6.19	6.27	6.33
Typist Clerk	5.90	6.02	6.11	6.23	6.32	6.38
Key punch Operator	6.09	6.21	6.30	6.43	6.53	6.60
Junior Stock Clerk	6.13	6.25	6.34	6.47	6.57	6.64
Junior Invoice Clerk	6.14	6.26	6.35	6.48	6.58	6.65
Kardex Clerk	6.23	6.35	6.45	6.58	6.68	6.75
Order Typist	6.23	6.35	6.45	6.58	6.68	6.75
Senior Invoice Clerk	6.27	6.40	6.50	6.63	6.73	6.80
General Clerk	6.36	6.49	6.59	6.72	6.82	6.89
Print Shop Clerk	6.36	6.49	6.59	6.72	6.82	6.89
Timetable Stock Clerk	6.37	6.50	6.60	6.73	6.83	6.90

HOURLY WAGE RATES

BRAC EMPLOYEES

Classification	6-1-76 Base Rate	12-1-76 Base Rate*	6-1-77 Base Rate*	12-1-77 Base Rate*	6-1-78 Base Rate*	12-1-78 Base Rate*
PURCHASING AND STORES (CONT'D.)						
Stock Clerk	\$6.37	\$6.50	\$6.60	\$6.73	\$6.83	\$6.90
Truck Driver-Clerk	6.37	6.50	6.60	6.73	6.83	6.90
Shipping Clerk	6.53	6.66	6.76	6.90	7.00	7.07
Junior Price Clerk	6.53	6.66	6.76	6.90	7.00	7.07
Senior Price Clerk	6.72	6.85	6.95	7.09	7.20	7.27
Receiving Dock Storekeeper	6.76	6.90	7.00	7.14	7.25	7.32
Storekeeper	6.76	6.90	7.00	7.14	7.25	7.32
Traveling Storekeeper	6.76	6.90	7.00	7.14	7.25	7.32
DISTRICT BUILDING AND SERVICES						
Janitor	5.34	5.45	5.53	5.64	5.72	5.78
Mopper-Waxer	5.63	5.74	5.83	5.95	6.04	6.10
Lead Mopper-Waxer	5.90	6.02	6.11	6.23	6.32	6.38
PAX-Information Clerks	6.00	6.12	6.21	6.33	6.42	6.48
Junior Multilith Operator	6.79	6.93	7.03	7.17	7.28	7.35
Multilith Operator	7.22	7.36	7.47	7.62	7.73	7.81
Printer	7.33	7.48	7.59	7.74	7.86	7.94
Assistant Supervisor, Print Shop	7.47	7.62	7.73	7.88	8.00	8.08
SCHEDULE DIVISION						
Mail and Duplicating Clerk	5.77	5.89	5.98	6.10	6.19	6.25
Schedule Typist	5.95	6.07	6.16	6.28	6.37	6.43
Comptometer Operator-Clerk	6.08	6.20	6.29	6.42	6.52	6.59
Keypunch Operator	6.09	6.21	6.30	6.43	6.53	6.60
Statistical Clerk	6.13	6.25	6.34	6.47	6.57	6.64
Varitype Operator	6.51	6.64	6.74	6.87	6.97	7.04
Tabulator Operator	6.72	6.85	6.95	7.09	7.20	7.27

HOURLY WAGE RATES

BRAC EMPLOYEES

Classification	6-1-76 Base Rate	12-1-76 Base Rate*	6-1-77 Base Rate*	12-1-77 Base Rate*	6-1-78 Base Rate*	12-1-78 Base Rate*
SCHEDULE DIVISION (CONT'D.)						
Varitype Layout Operator	\$6.83	\$6.97	\$7.07	\$7.21	\$7.32	\$7.39
Schedule Clerk	7.49	7.64	7.75	7.91	8.03	8.11
Mileage Calculator	7.49	7.64	7.75	7.91	8.03	8.11
Senior Mileage Calculator	7.60	7.75	7.87	8.03	8.15	8.23
TRANSPORTATION						
Relief Red Cap Porter (top rate)	2.73	2.78	2.82	2.88	2.92	2.95
Red Cap Porter	3.12	3.18	3.23	3.29	3.34	3.37
Typist Clerk	5.90	6.02	6.11	6.23	6.32	6.38
General Clerk	6.16	6.28	6.37	6.50	6.60	6.67
Division Stenographer	6.23	6.35	6.45	6.58	6.68	6.75
Stenographer	6.23	6.35	6.45	6.58	6.68	6.75
Ticket Clerk	6.47	6.60	6.70	6.83	6.93	7.00
General and Ticket Clerk	6.47	6.60	6.70	6.83	6.93	7.00
Relief Ticket Clerk	6.67	6.80	6.90	7.04	7.15	7.22
General and Ticket Clerk I	6.70	6.83	6.93	7.07	7.18	7.25
Chief Clerk (Ticket)	6.88	7.02	7.13	7.27	7.38	7.45
Service Director	6.91	7.05	7.16	7.30	7.41	7.48
Ticket Office Clerk	6.92	7.06	7.17	7.31	7.42	7.49
Ticket Office and Reports Clerk	6.92	7.06	7.17	7.31	7.42	7.49
Ticket Agent	6.94	7.08	7.19	7.33	7.44	7.51
Clerk, Stops and Zones	7.37	7.52	7.63	7.78	7.90	7.98
Supervising Service Director	7.65	7.80	7.92	8.08	8.20	8.28

* All rates shown subject to quarterly cost-of-living adjustments.

LETTER OF AGREEMENT NO. 1

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

GROUP NO. 1

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

GROUP NO. 2

Service Directors

GROUP NO. 3

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

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

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

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

Letter of Agreement I (Cont'd)

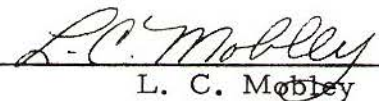
Dated at Los Angeles, California, this 13th day of
April, 1977.

FOR THE SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT:



Jack R. Gilstrap
General Manager

FOR THE BROTHERHOOD OF RAIL-
WAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES:



L. C. Mobley
Vice General Chairman



John S. Wilkens
Manager of Employee Relations



Bryan Stokes
Administrator for Labor Relations

LETTER OF AGREEMENT NO. II

(Revised August 14, 1977)

It is agreed that because of the extent of separation of janitorial positions between departments and the difficulty experienced in filling these positions under the procedure outlined in Rule 15 (c), Roster No. 5 will hereafter, for the purpose of filling a position or vacancy on the roster, be divided into two (2) groups as follows:

GROUP NO. 1 - Janitors and Mopper-Waxers assigned to the Maintenance Department and Vault Truck Drivers

GROUP NO. 2 - Janitors and Mopper-Waxers assigned to the Building and other Departments (excluding Maintenance Department) and Mail Carriers

By dividing the roster into two (2) groups, as outlined above, the filling of the positions will require the contacting of each employee in the group, and when there is no one in the group desiring such position or vacancy, the procedure provided in Rule 15 (c)(1) will be followed.

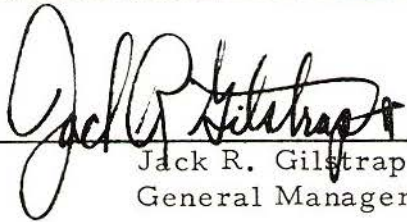
It is further understood and agreed that any employee on Roster No. 5 in Groups 1 or 2 who wish to be considered for a vacant position on Roster No. 5 in another group, may give written notice to the District, with copy to the Local Chairman, and the employee giving such written notice will then be contacted in seniority order when filling positions or vacancies in the other group on Roster No. 5, in line with the employee's written request. (See Rule 15 (c) for waiver of this notice requirement).

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

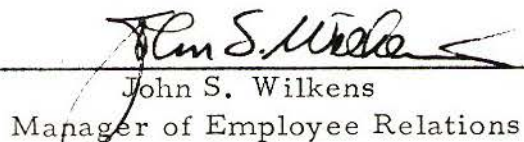
Letter of Agreement No. II (Cont'd.)

Dated at Los Angeles, California, this 13th day of
April, 1977.

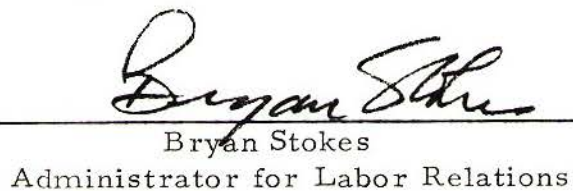
FOR THE SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT:



Jack R. Gilstrap
General Manager

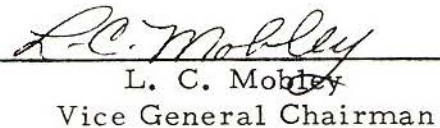


John S. Wilkens
Manager of Employee Relations



Bryan Stokes
Administrator for Labor Relations

FOR THE BROTHERHOOD OF RAIL-
WAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES:



L. C. Mobley
Vice General Chairman

LETTER OF AGREEMENT NO. III

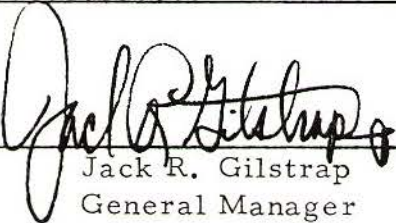
In connection with the revisions of the current Agreement, any employee who has not lost seniority under the provisions of rules of the current Agreement will be governed by the provisions of Rule 11(c) of this Revised Seniority Agreement. Any employee who currently holds seniority rights on more than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

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

Letter of Agreement No. III (Cont'd.)

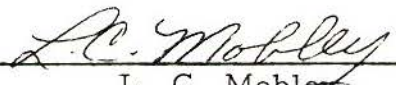
Dated at Los Angeles, California, this 13th day of
April, 1977.

FOR THE SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT:

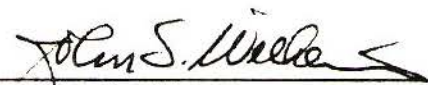


Jack R. Gilstrap
General Manager

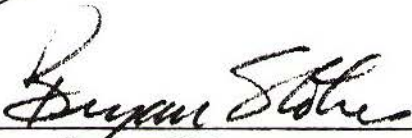
FOR THE BROTHERHOOD OF RAIL-
WAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES:



L. C. Mobley
Vice General Chairman



John S. Wilkens
Manager of Employee Relations



Bryan Stokes
Administrator for Labor Relations

LETTER OF AGREEMENT NO. IV

Revised April 13, 1977

This revised Letter of Agreement is entered into for the purpose of providing service to the Spanish speaking and deaf residents of the community served by the District.

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

2. The bilingual and Porta-Printer positions shall be rated at twenty-five cents (25¢) per hour above the established rate of the PAX-Information Clerks.

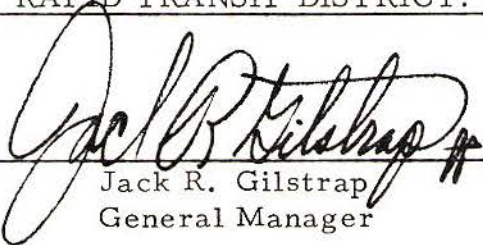
3. Open positions will be advertised for bid among all PAX-Information Clerks on Roster No. 2. In the event bilingual and Porta-Printer positions are not filled by present PAX-Information Clerks, the District may hire additional persons to fill the need. The new bilingual and Porta-Printer Clerks hired for this purpose will be required to remain on the assigned position for a period of six (6) months from the completion of their training period. This will be an exception to those Rules of the Agreement pertaining to the exercise of seniority that may be in conflict with this Letter of Agreement.

It is understood that this Letter of Agreement will remain in full force and effect through the duration of the Labor Agreement, May 31, 1979; however, it can be cancelled by either party by the serving of a ten (10) day written notice. The matter will be a subject of negotiations leading up to a new agreement between the parties.

Letter of Agreement No. IV (Cont'd.)

Dated at Los Angeles, California, this 13th day of
April, 1977.

FOR THE SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT:



Jack R. Gilstrap
General Manager

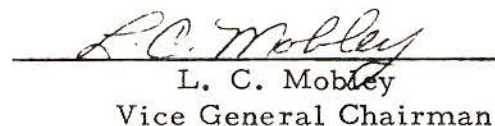


John S. Wilkens
Manager of Employee Relations



Bryan Stokes
Administrator for Labor Relations

FOR THE BROTHERHOOD OF RAIL-
WAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES:



L. C. Mobley
Vice General Chairman