

100000455228

A G R E E M E N T

between the

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

and the

AMALGAMATED TRANSIT UNION, DIVISION 1277

Effective June 1, 1979

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RECOGNITION AND BARGAINING UNIT

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

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

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

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

CONTINUITY OF SERVICE TO THE PUBLIC

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

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

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

DISTRICT PREROGATIVES

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

B. The Union recognizes that willful infractions of the District's Rules and Regulations that are necessary for efficient operation will constitute cause for disciplinary action. No rules or regulations at any time promulgated or enforced by the District shall be valid if they violate any provisions elsewhere set forth in this Agreement.

C. The District's exercise of any prerogatives of management or promulgation that is violative of any provisions of this Agreement may be made the subject of a grievance or dispute.

SECTION A

EFFECTIVE DATES AND RATES FOR EMPLOYEES HIRED PRIOR TO SEPTEMBER 1, 1979

Basic Rates Effective on:

	<u>6/1/79</u>	<u>9/1/79</u>	<u>6/1/80</u>	<u>12/1/80</u>	<u>6/1/81</u>	<u>12/1/81</u>
Systems Elect. Comm. Technician	\$11.96	\$12.23	\$12.46	\$12.66	\$12.90	\$13.11
Electronic Comm. Technician	10.91	11.16	11.38	11.57	11.79	11.98
Cabinet Maker	10.91	11.16	11.38	11.57	11.79	11.98
Electrician	10.91	11.16	11.38	11.57	11.79	11.98
Plumber	10.91	11.16	11.38	11.57	11.79	11.98
Sheet Metal Worker	10.91	11.16	11.38	11.57	11.79	11.98
Mechanic "AA"	10.91	11.16	11.38	11.57	11.79	11.98
Mechanic "A"	10.78	11.02	11.24	11.42	11.64	11.83
Mechanic "B"	10.46	10.70	10.82	11.00	11.12	11.30
Mechanic "C"	9.79	10.01	10.12	10.29	10.40	10.57
Property Maintainer "AA"	10.91	11.16	11.38	11.57	11.79	11.98
Property Maintainer "A"	10.78	11.02	11.24	11.42	11.64	11.83
Property Maintainer "B"	10.46	10.70	10.82	11.00	11.12	11.30
Property Maintainer "C"	9.79	10.01	10.12	10.29	10.40	10.57
Utility "A"	9.43	9.64	9.75	9.91	10.02	10.18
Utility "B"	9.17	9.38	9.48	9.64	9.74	9.89
Laborer "A"	9.54	9.76	9.87	10.03	10.14	10.30
Road Janitor	10.16	10.39	10.50	10.67	10.78	10.95
Service Attendant	6.81	7.01	7.09	7.21	7.29	7.41
Lighting Servicer*	-----	10.01	10.12	10.29	10.40	10.57
Operator 15-Ton Crane	11.15	11.40	11.63	11.82	12.05	12.24
Lighting Maint. Truck Operator	-----	11.40	11.63	11.82	12.05	12.24

*Limit to three positions

SECTION B

EFFECTIVE DATES AND RATES FOR EMPLOYEES ENTERING THE BARGAINING UNIT AFTER SEPTEMBER 1, 1979

	<u>Basic Rates Effective on:</u>				
	<u>9/1/79</u>	<u>6/1/80</u>	<u>12/1/80</u>	<u>6/1/81</u>	<u>12/1/81</u>
Systems Elect. Comm. Technician	\$12.23	\$12.46	\$12.66	\$12.90	\$13.11
Electronic Comm. Technician	11.16	11.38	11.57	11.79	11.98
Cabinet Maker	11.16	11.38	11.57	11.79	11.98
Electrician	11.16	11.38	11.57	11.79	11.98
Plumber	11.16	11.38	11.57	11.79	11.98
Sheet Metal Worker	11.16	11.38	11.57	11.79	11.98
Mechanic "AA"	11.16	11.38	11.57	11.79	11.98
Mechanic "A"	11.02	11.24	11.42	11.64	11.83
Mechanic "B"	10.34	10.56	10.74	10.96	11.15
Mechanic "C"	9.66	9.88	10.06	10.28	10.47
Property Maintainer "AA"	11.16	11.38	11.57	11.79	11.98
Property Maintainer "A"	11.02	11.24	11.42	11.64	11.83
Property Maintainer "B"	10.34	10.56	10.74	10.96	11.15
Property Maintainer "C"	9.66	9.88	10.06	10.28	10.47
Utility "A"	9.64	9.75	9.91	10.02	10.18
Utility "B"	9.38	9.48	9.64	9.74	9.89
Laborer "A"	9.76	9.87	10.03	10.14	10.30
Road Janitor	10.39	10.50	10.67	10.78	10.95
Service Attendant	7.01	7.09	7.21	7.29	7.41
Lighting Servicer	9.66	9.88	10.06	10.28	10.47
Operator 15-Ton Crane	11.40	11.63	11.82	12.05	12.24
Lighting Maint, Truck Operator	11.40	11.63	11.82	12.05	12.24

* Limit to three positions

ARTICLE 1

SCHEDULE OF WAGES

STARTING RATES:

Effective September 1, 1979, all employees entering the bargaining unit will receive:

Classifications other than Service Attendant:

- (1) First six (6) months of employment - 90% of base rate
- (2) Second six (6) months of employment - 95% of base rate
- (3) Thereafter - top rate

Service Attendants:

- (1) First (6) months of employment - 85% of base rate
- (2) Second six (6) months of employment - 90% of base rate
- (3) Third six (6) months of employment - 95% of base rate
- (4) Thereafter - top rate

ARTICLE 1

Leader - Additional over highest paid employee in his group - 35¢ per hour, and an additional 10¢ per hour when taking the place of a regularly assigned Non-Contract Supervisor on his regular work days or on his assigned days off.

Section C. Cost-of-Living Clause

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

1. The basic wage rates, as set forth in this Article, will be adjusted upward in the amount of one cent (.01¢) for each 0.4 increase in the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers Los Angeles-Long Beach-Anaheim, all items (1967=100).
2. The October 1979 Index shall be considered as the fixed base for determining the first adjustment effective March 1, 1980, in accordance with the changes in the Consumer Price Index ending January, 1980. Thereafter, adjustments shall be made each three (3) months for the duration of the Agreement based upon changes, if any, from the fixed base.

Section D. Skill Differential Rates

1. Employees engaged in spray painting and other employees assigned in the spray painting room or booth, while spray painting is in progress shall receive an additional 10¢ per hour in addition to their classification rate of pay. Mechanic "B" shall be the minimum classification of an employee assigned to spray painting plus the ten cents (10¢) per hour differential while assigned as a spray painter.
2. Employees engaged in welding, while welding or laying out their work, will receive ten cents (10¢) per hour in addition to their classification rate of pay.
3. Employees engaged in glazing will receive ten cents (10¢) per hour in addition to their classification rate of pay.

ARTICLE 1

4. Employees operating equipment classified as machinist operation shall be paid ten cents (10¢) per hour additional (see listing below).
5. Utility employees, and Service Attendants, while engaged in steam cleaning operations, shall receive the Mechanic "C" rate of pay.
6. Driver, heavy equipment, 20,000 pounds and over (except buses) - additional (above classification) ten cents (10¢) per hour.
7. Operator of: 2-3 Ton Roller, Fordson Skip Loader, Fordson Back Hoe Shovel H-D-5 Cat Loader - additional thirty cents (30¢) per hour.

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

8. Employees engaged in sign painting shall receive ten cents (10¢) per hour differential while so engaged in sign painting.
9. Employees engaged in radiator repair shall receive ten cents (10¢) per hour differential while so engaged in radiator repair.
10. Employees engaged in the operation of Brake-Drum Lathe shall receive ten cents (10¢) per hour differential while engaged in Brake Drum Lathe operation.
11. Employees assigned to the Lighting Maintenance Truck and the 15-Ton Crane shall receive the same basic rate. The higher differential pay will apply only when assigned to the special equipment.

Section D. Mechanic "AA", Utility "A", and Utility "B"

The District will retain those positions classified as Mechanic "AA", Utility "A" and Utility "B" only so long as occupied by incumbents on the effective date of this Agreement. Vacancies in these classifications will no longer be filled, except for the movement of Utility "B" to Utility "A", if qualified.

ARTICLE 1

MAINTENANCE AND EQUIPMENT DEPARTMENT

Equipment Classified as Machinist Operation

Boring Bar Vertical - Large
Boring Bar Vertical - Small
Brake Drum Lathe
Crankshaft Grinder
Large Miller
Large Shaper
Lathe Metalizer 20"

Line Boring Bar Horizontal
Miller #3
Miller #5 HP-2CH
Pin Fitting Machine
Small Shaft Grinder
Universal Grinder #70

Lathe 9"
Lathe 14"
Lathe 15"
Lathe 18"
Lathe 19"
Lathe 20"
Lathe 21"
Lathe 33"

ARTICLE 2

SPECIAL WAGE PROVISIONS

Section A. Shift Differential

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

First Shift	-	7:00 a.m. to 5:00 p.m.
Second Shift	-	3:00 p.m. to 12:00 midnight
Third Shift	-	11:30 p.m. to 8:00 a.m.

In addition to the basic rates shown in Article 1 of this Agreement, a shift differential of twenty cents (20¢) per hour shall be paid to employees working assignments defined as "Second Shift", and thirty cents (30¢) per hour differential shall be paid to those working assignments defined as "Third Shift."

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

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

Section B. Call Outs - Emergency Work

An employee who has been called back for work, after having punched out and after having left the District property at the end of his regular shift, shall be paid at the regular overtime rate as per Article 3, Section A, with a minimum guarantee of eight (8) hours at the straight time rate of pay and the proper shift differential will be applicable.

ARTICLE 3

OVERTIME

Section A. Regular Overtime Provision

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

Section B. Work on Days Off

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

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

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

Section C. Provision Against Pyramiding

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

ARTICLE 4

DISTRIBUTION OF OVERTIME

Section A. Rotating Roster

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

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

Section B. Protection of Schedule Shift Duties

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

Section C. Selecting Employees for Overtime Work

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

ARTICLE 5

ISSUANCE OF PAYCHECKS

Section A. Pay Periods and Paydays

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

Section B. Vacation Allowance

Paychecks for vacation allowance will be made available to employees in advance of the start of vacation, providing a request is made at least 10 days prior to beginning of vacation.

Paychecks for regular work days will not be made available for persons receiving advance payment for vacation allowance prior to regular paydays.

ARTICLE 6

WORK SHIFTS AND WORK WEEK

Section A. Guarantee

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

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

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

Section B. Consecutive Days Off

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

Section C. Length of Work Day and Work Week

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

Section D. South Park Shops

The normal work schedule shall be a first and second shift, seven days per week.

Section E. Property Maintenance Division

The regular work day for employees in the Property Maintenance Division shall be from 7:00 a.m. until 3:30 p.m.

ARTICLE 7

SELECTION OF WORK ASSIGNMENTS AND SHIFTS AND CHOICE OF WORKING SCHEDULES

Section A. Regular Shifts

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

Section B. Holiday Work

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

Section C. Normal Bidding Cycle

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

In the event an employee is not available to bid, or does not bid, when it is his time to do so, the Union Steward shall bid for him at a position as close as possible to that presently being held.

ARTICLE 7

Bidding will commence no later than thirty-five (35) days prior to shake-up and be completed 10 days prior to effective dates. Effective date of the bid to be the first Sunday of every fourth month. The overtime provisions and the consecutive day off provisions of this Agreement shall not apply to men in the rescheduling of their shifts.

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

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

Section D. Assignment of Mechanic "AA's"

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

Section E. Bidding on Lower Level Classification

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

Section F. Copy of Shake-Up Bids to Union

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

ARTICLE 8

VACANCIES AND NEW POSITIONS

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

Section A. Pre-Bid Notices

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

Employees accepting a pre-bid may not pre-bid again for a period of ninety (90) consecutive days.

New employees will not be permitted to change divisions by pre-bidding prior to the expiration of their probationary period. The acceptance or rejection of a transfer as a result of a pre-bid must be submitted in writing in duplicate; one copy to the District and one copy to the Union.

Section B. Posting Bids

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

ARTICLE 8

Section C. Hiring of Outside Applicants

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

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

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

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

Section D. South Park Shops

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

Section E. Temporary Vacancies

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

1. If it is determined that additional time is required on a temporary vacancy, such extension will be by mutual agreement between the Union representative and the District.
2. a. If it is determined that the vacancy is to exceed ninety (90) days, the vacancy will then be open for bid, as provided above.
- b. If a surplus exists upon the return of an employee from a leave of absence in excess of ninety (90) days, the least senior employee in the classification, within that division shall be the employee displaced.

ARTICLE 8

Section F. Training Programs

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

Subject to its personnel needs, the availability of funds and as agreed with the Union, the District will continue this program to upgrade Utility and Service Attendant employees by training them for higher skilled classifications.

Classes will begin on or about March 1, or such other dates as may be mutually agreed upon. The program will be offered to afford an opportunity for all employees. The program is presently established as 22 weeks of classroom work and 14 weeks of on-the-job training, but the duration may be varied to insure completion of necessary training phases or material.

Applicants for the program will be tested and interviewed and must demonstrate adequate ability to perform basic arithmetic, (including decimals and fractions), to read and follow work instructions, and to comprehend mechanical systems. Applicants must have a good work record for the last three (3) years (or their period of employment, if less than three (3) years), including good attendance and punctuality, getting along with fellow employees, and giving full attention to duties. All applicants must be and remain physically qualified to perform the duties of the higher classification for which the training is given. Qualified applicants will be assigned to training in seniority order.

Notice of each class will be posted for bid no later than December 1 of the year preceding the class.

Applications will be reviewed and copies will be forwarded to the Union, along with the final selection of candidates. The District agrees to discuss these selections with the Union wherever a question may exist.

The minimum rate of pay for classroom graduates will be Mechanic "C" rate of pay for all "on-the-job" training time.

Section G. Promotion

The Union shall have the right to appeal refusals of promotions to the General Superintendent of Maintenance and to the Manager of Employee Relations, whose decision will be final.

ARTICLE 8

Section H. Apprenticeship Program Study

 The District and the Union agree to conduct a joint feasibility study on the establishment of an Apprenticeship Program to be completed by June, 1980.

ARTICLE 9

TEMPORARY TRANSFERS

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

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

ARTICLE 10

LAYOFFS

Section A. Order of Displacement

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

Section B. Classifications

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

1. Mechanics "A", "B" and "C" shall be one classification.
2. Property Maintainers "A", "B" and "C" shall be one classification.
3. Utility "A", "B" and Service Attendant shall be one classification.
4. Road Janitor and Laborer A shall be one classification.

Section C. Rates of Pay When Displacing to Lower Classification

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

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

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

An employee promoted, changing location, or exercising seniority as a result of reduction of forces shall be considered to have qualified for such job if the District allows him to remain in the new job for ninety (90) days.

ARTICLE 10

If the employee is displaced and unable to displace in his own classification, he shall have the right to displace in another classification in which he is qualified.

Section E. Protection of Seniority

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

Section F. Determining Qualifications

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

Section G. Reinstatement

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

Section H. Ten-Day Notices

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

ARTICLE 11

DISTRIBUTION OF WORK

Section A. Work Assignments by Classification

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

Section B. Subcontracting

The RTD shall not contract out work normally performed by this unit except in emergencies.

For purposes of this article, emergencies shall be construed as acts of God, fire, flood, earthquake, power failure, official government declared emergencies, and unexpected situations requiring immediate action, abnormalities in service requirements, or other conditions beyond the control of management.

Abnormalities in service requirements beyond the control of management shall include an excessive backlog that presently constitutes an emergency and that cannot be eliminated without contracting out, provided that the contracting out shall be on a one-time basis within a time frame agreed to by the union and shall not exceed 150 bus engine overhauls.

In addition, the parties agree that the District can subcontract out drain plug bushings, and the cutting of glass.

The District will discuss with the union each item to be subcontracted prior to subcontracting work.

The exercise of these emergency rights does not preclude the union from raising grievances on the issue.

It is not the intent of management to subcontract to avoid hiring new employees in this unit as workload increases.

The parties also agree to the following seven conditions:

1. No existing employee of the District will be laid off or demoted if any subcontracting is in effect.
2. The District will not subcontract any work if the number of employees represented by the ATU falls below the number of such employees on the property on September 18, 1979. This is estimated to be 1195.

ARTICLE 11

3. Any employee receiving a skill differential who is required to change jobs because of subcontracting will not lose the skill differential pay unless the employee voluntarily elects to transfer from South Park Shops to an Operating Division.
4. No outside subcontractor will be permitted to perform any work on the District's premises.
5. There will be no subcontracting of Utility "A", Utility "B" or Service Attendant work.
6. There will be no subcontracting of running repair work at the Operating Divisions.
7. There will be no subcontracting of inspection work at the Operating Divisions.

ARTICLE 12

WORK BY SUPERVISORS

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

ARTICLE 13

LEADERS

Section A. Duties

A Leader directs an employee group assigned to his responsibility and he need not concern himself with the work of any employee not in his group.

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

A Leader has the same responsibility as all employees to report any circumstances affecting the safety of other employees or District property and shall exercise his best efforts to assure that the employees he leads work safely at all times.

Section B. Qualifications and Selection

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

Section C. Definition

LEADER: This job is awarded to an individual on a Job Bid according to his qualifications and/or seniority. The employee so awarded will retain the title of "Leader" until he voluntarily surrenders the job or is removed for cause, and he will receive 35¢ per hour additional pay for all time worked.

RELIEF LEADER: This job is awarded to an individual on a Job Bid according to his qualifications and/or seniority. As in the case of the "Leader", this person will retain the title of "Relief Leader" on the same basis as stated above. He is paid 35¢ per hour additional only when he is acting as "Leader".

NEITHER THE "LEADER" NOR "RELIEF LEADER" JOBS MAY BE TAKEN WITH AN INDIVIDUAL IF HE TRANSFERS FROM ONE DIVISION TO ANOTHER.

To keep the position of "Leader" and "Relief Leader" those employees must always bid the "Leader" and "Relief Leader" slots that are posted on the bid sheets. Failure on the part of the individual who has that title to bid that spot will indicate that the individual wishes to give up the position. He may also voluntarily give up the position between shake-ups at any time if he should so desire. In either of these cases, the position will be promptly posted for bid at the Division affected.

ARTICLE 13

Once a "Leader" or "Relief Leader" is awarded the job, at the next normal bidding cycle, he may bid any "Leader" or "Relief Leader" (whichever position is applicable to him) position that is open on the bid sheets which his Maintenance Department Seniority will permit, regardless of which shift he may have been on when he first attained the position.

A "Leader" receives 35¢ per hour additional at all times because he holds the title of "Leader". A "Relief Leader", however, receives this 35¢ only when he acts as the "Leader", which is generally when the "Leader" is absent (days off, sick leave, vacations, etc.).

A "Relief Leader" will always act in the Lead capacity on the normal days off of the "Leader" -- EVEN IF THE "LEADER" IS BROUGHT IN TO WORK ON OVERTIME ON THOSE DAYS. A "Relief Leader" will also act in the "Leader" capacity when the regular "Leader" is taking the place of an absent Supervisor.

Section D. Number of Leaders

Unless there is a reduction in the number of employees in the bargaining unit, it is agreed that during the term of this Agreement, there shall be no reduction in the number of Leaders and Relief Leaders from that in effect on August 25, 1979. If there is a reduction in the number of employees in the bargaining unit, the number of Leaders and Relief Leaders will be determined by maintaining the same ratio of Leaders to employees that existed in the unit on August 25, 1979.

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

ARTICLE 14

PROBATIONARY PERIOD

Section A. Length

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

Section B. Falsification of Records

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

ARTICLE 15

SENIORITY

Section A. Scope

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

Section B. District

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

Section C. Department

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

Equipment Maintenance

Property Maintenance

District will post Division Seniority Lists at the time of Shake-up and will provide the Union with a copy of each.

Section D. Position for Those Hired the Same Day

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

Section E. Blending

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

ARTICLE 15

Section F. When Filling Temporary Vacancies

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

Section G. Shop Stewards

Effective with the final 1979 Shake-up, Shop Stewards shall work the day shift with Saturday and Sunday off. These positions will not be listed on the bid sheets; however, Stewards will be permitted to exercise their seniority in the selection of work assignments.

ARTICLE 16

LEAVES OF ABSENCE

Section A. Applying for Leave

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

Section B. Leave for Elected or Appointed Union Officers

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

Section C. Working Elsewhere While on Leave

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

Section D. Pregnancy

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

Section E. Military Service

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

ARTICLE 16

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

Section F. Bereavement

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

ARTICLE 17

UNION SECURITY

Section A. Union Shop

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

Section B. Discharge for Non-Membership

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

Section C. Notification of Entering and Leaving

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

Section D. Payroll Deduction of Dues

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

ARTICLE 17

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

Section E. Informing of Employees

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

Section F. Conformance to Law

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

ARTICLE 18

REPRESENTATION

Section A. Meetings of Authorized Representatives

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

Section B. List of Union Representatives

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

Section C. Conducting Union Business on District Property

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

Section D. Working Stewards

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

Section E. Performing Union Duties During Working Hours

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

1. To present a grievance for adjustment to the aggrieved employee's supervisor or Division Maintenance Manager when so requested by an employee under his jurisdiction.

ARTICLE 18

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

Section F. Protection of Earnings of Working Stewards

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

Section G. Minimizing of Time for Conducting Union Business

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

Section H. Requests for Additional Meetings

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

ARTICLE 19
GRIEVANCE PROCEDURE

Section A. Appeal Levels and Time Limits

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

1. Step One: Employee or Union Representative-
Supervisor or Division Maintenance
Manager
 - a. Any such grievance or dispute shall be presented for adjustment immediately but in no event more than one hundred twenty (120) hours (5 days) after occurrence.
 - b. The employee may personally present his grievance or dispute, either orally or in writing, to his Supervisor or Division Maintenance Manager if he so desires.
 - c. Any employee having a grievance or dispute may present it either orally or in writing to his Supervisor or Division Maintenance Manager through his Union representative. The Supervisor or Division Maintenance Manager and the employee and his Union representative will discuss and attempt to adjust the matter. If the grievance or dispute is presented orally and the said Supervisor or Division Maintenance Manager's answer is not satisfactory to the employee or the Union representative, the grievance must be reduced to writing before further action will be taken. The Supervisor or Division Maintenance Manager will give a written answer within forty-eight (48) hours (2 days) after receiving said written grievance. Every effort will be made by both parties to settle grievances or disputes in this Step One.
2. Step Two: Union Representative - General Superintendent
of Maintenance and Equipment
 - a. If the Supervisor or Division Maintenance Manager's answer is not satisfactory, the authorized Union representative may refer the grievance or dispute to the General Superintendent of Maintenance and Equipment or his representative within one-hundred twenty (120) hours (5 days) from the date of receipt by the Union

ARTICLE 19

representative of the Step One decision. The Union shall state that the answer is unsatisfactory and deliver such statement to the Department or Unit Head or his representative. Immediately thereafter, a meeting will be arranged between the Department Head or his representative and the authorized Union representative. The Union will be notified of the time and place of this meeting. The meeting will be held within one-hundred twenty (120) hours (5 days) from the time the grievance or dispute was referred to the Department or Unit Head. The case will be discussed and even though an oral decision is given in the meeting, a written decision shall be made and a copy thereof shall be delivered to the authorized Union representative within one-hundred twenty (120) hours (5 days) from the time of the meeting referred to above.

3. Step Three: Union Representative-Designated Representatives of the District
 - a. If a grievance or dispute is not satisfactorily settled by Step Two, the Union may refer a grievance to Step Three of this Grievance Procedure by so indicating and delivering such request to the General Manager or his designated representative within one-hundred twenty (120) hours (5 days) from delivery of the Step Two written decision to the authorized Union representative. Such grievance or dispute shall be taken up for adjustment at a meeting between the authorized Union representative and the General Manager or his designated representative.
 - b. For the purpose of handling grievances or disputes at this step of the procedure, authorized Union representatives and the General Manager, or his representative, shall meet at the time and place mutually agreed upon. Minutes of all meetings shall be kept and copies of such minutes shall be prepared by the District and submitted to the Union within one-hundred twenty (120) hours (5 days) after the aforementioned meeting. The minutes shall contain only matters which occurred during the meeting and shall be drawn up in the following form:

ARTICLE 19

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

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

- c. A written decision of the grievance or dispute will be prepared by the General Manager of the District or his representative within one-hundred twenty (120) hours, (5 days), from the time of meeting.

Two (2) copies of this decision, showing date and time of delivery, will be delivered to the authorized Union representative by the General Manager or his representative.

- d. Either party failing to meet the time limits will forfeit its case. Any of the time periods within which any of the acts required in this Article 19 are to be performed may be extended by mutual consent of the parties.

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

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

ARTICLE 20
ARBITRATION

Section A. Procedure for Notification

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

Section B. Issues Subject to Arbitration

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

Section C. Choosing of Arbitration Board

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

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

In the event representatives chosen by the parties cannot agree within five (5) days upon a person to act as a third member of the Board, the District and the Union representatives shall jointly request the Supervisor or the California State Conciliation Service to submit, within five (5) days, a list of five (5) persons qualified to act as such third member. After the receipt of said list, the Union and the District representatives shall have the right to strike two (2) names from it in the following manner:

ARTICLE 20

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

Section E. Arbitration Board Procedures

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

Section F. Mutual Consent to Decisions and Certain Expenses

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

Section G. Grievances or Disputes not Subject to Arbitration

No grievance or dispute shall be presented for arbitration until the employee or the Union has availed itself of the entire Grievance Procedure set forth in Article 19, and all grievances or disputes shall be considered finally settled and not subject to arbitration unless a written demand for arbitration has been served upon the District as provided in Section A of this Article.

ARTICLE 20

Section H. Calling of Witnesses

The Board, or 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 that he may appear as a witness. If an employee witness is called by either party, the party calling him will reimburse him for the time lost.

ARTICLE 21

DISCIPLINE

Section A. Protection of Earnings

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

Section B. Protection of Employee's Record

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

Section C. Hearing before Discharge

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

Section D. Notification to Employee of Impending Discipline

Before an employee is disciplined as a result of complaints or reports from sources outside the District's Supervisory force, the employee shall be first given a hearing by his Supervisor or Division Maintenance Manager.

Before an employee is suspended as a result of an infraction of rules, except in cases such as gross misconduct, insubordination, allegedly being under the influence of narcotics, alcohol or stimulants, or of physical assaults or threats thereof, the employee will be given at least forty-eight (48) hours notification prior to suspension.

ARTICLE 21

Section E. Submission to Medical Examination

Any employee charged with being under the influence of liquor or drugs while on duty, or on District property, shall be requested to submit to medical examination before being disciplined. Refusal on the part of the employee to submit immediately to this test and to sign the consent form will constitute acknowledgement by the employee of his or her guilt.

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

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

Section G. Representation at Counseling Session

Whenever employees are called in for the purpose of a disciplinary counseling, the District will conduct such counseling with the Union representative present, if the employee so desires.

ARTICLE 22

COURT APPEARANCES AND INTERVIEW TIME

Section A. Court Appearances for Legal Matters Involving the District

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

Section B. Attending Disciplinary Hearings

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

Section C. Jury Duty

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

Any employee who serves as a juror will be compensated in the following manner:

An employee who is required to serve as a juror on any regularly scheduled workday will be excused from work on that day and will be given supplemental pay equal to the difference between the fee he received for service as a juror and his regular daily pay, total compensation not to exceed eight (8) hours in any day.

ARTICLE 22

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

Such supplemental jury pay shall be paid only for days on which the employee was scheduled to work, but did not work due to his service as a juror.

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

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

ARTICLE 23

UNION EMBLEMS

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

ARTICLE 24
SAFETY AND SANITATION

A. Compliance with the Law

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

Employees shall comply with all safety laws and rules and shall use all safety equipment specified for the work they are performing.

Section B. Hazardous Duty

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

Section C. Special Safety Equipment

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

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

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

Section D. "Roll-Away" Tool Boxes

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

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

ARTICLE 24

Section E. Tool Insurance

The District will provide each mechanic with tool insurance in the amount of \$1,100 per tool box with a \$50 deductible. Insurance premiums to be paid by the District. Payment to be made for a total loss or partial loss due to forcible entry providing the employee has immediately reported the incident.

Section F. Tool Allowance

The District will provide for a tool allowance of \$78 per year effective June 1, 1979; \$87 per year effective June 1, 1980; and \$97 per year effective June 1, 1981. Allowance to be paid only to those employees required to have tools.

This payment will be made in the payroll period closing after January 1 of each year of this Agreement. Any eligible employee who is on the roster on January 1 of each year of this Agreement will be entitled to a tool allowance. Those employees on probation on January 1 will be paid on completion of the probationary period.

ARTICLE 25

NOTICES

Section A. Serving Procedure

Written notices permitted or required to be served under the terms of the Agreement, unless otherwise specified herein, shall be sufficiently served when mailed, postage prepaid, certified mail, to the General Manager of the Southern California Rapid Transit District, 425 S. Main Street, Los Angeles, California 90013, for service upon the District, and similarly mailed to the President of the Amalgamated Transit Union, Division 1277, 1833 West Eighth Street, Los Angeles, California 90057.

Section B. Effective Dates

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

Section C. Exception to Section A of this Article

The exception to the above Section A shall be notices permitted or required to be served under the terms of the Agreement when the subject relates to matters within the jurisdiction of the Manager of Employee Relations of the Southern California Rapid Transit District, 425 S. Main Street, Los Angeles, California 90013.

ARTICLE 26
BULLETIN BOARDS

Section A. Union Security

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

Section B. Prohibited Items

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

Section C. Location and Quantity

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

ARTICLE 27

RECORDS

Section A. Entries in Disciplinary Record

All entries made in an employee's disciplinary record, including letters and/or memoranda, will be discussed with the employee at the time the entry is made. Employee may sign that he has read the entry; however, the signature on the employee's record is not an admission of guilt, but only acknowledgement that the employee has read the entry. Union representatives may be present at the request of the employee. If the employee refuses to sign that he has read the entry, the Union Steward shall sign the entry in lieu of the employee, but only in the presence of the employee.

Section B. Annual Record Review

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

Section C. Review by Employee

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

Section E. Removal of Entries

Entries made in an employee's record in violation of the provisions of this Article will be removed from the record.

ARTICLE 28
TRANSPORTATION PRIVILEGES

Section A. Employee and Dependents

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

Section B. Employees taking Cash Severance in Lieu of Retirement

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

Section C. Reporting of Lost Passes

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

Section D. Replacement of Lost Passes

A three dollar (\$3.00) administrative fee will be levied for replacement of lost or stolen employee or dependent passes. Only one (1) lost or stolen pass will be replaced for each employee or dependent each year.

Section E. Termination of Employment

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

ARTICLE 28

Section F. Death Prior to Retirement

Upon the death of an employee, after the completion of ten (10) years of continuous service, the spouse and dependent children will continue to be granted free transportation for life or until the remarriage of the spouse.

Section G. Dependent Children Defined

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

ARTICLE 29
SICKNESS AND ACCIDENT

Section A. On-Duty Injury

An employee who loses time due to an injury on-the-job shall be paid in full, at his regular rate, for the day of injury. The District shall provide fifty percent (50%) of an employee's hourly rate, not chargeable to sick leave, integrated with Workers' Compensation benefits, for the first 15 work days lost due to an on-duty injury, excluding the day of injury for which he is paid in full at the regular rate. An employee may request sick leave to be integrated with this benefit payment to afford a regular day's wage payment.

Section B. Notification of Sickness or Accident

Employees who are not able to report for work must notify their Supervisor or Division Manager as early as possible.

Section C. Medical Release

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

Section D. Protection of Seniority

No employee shall lose his seniority due to leave of absence because of illness or injury unless said leave is in excess of twenty-four (24) months.

The District or the Union may, within thirty (30) days prior to the expiration of the two-year leave, request further extension in meritorious cases, where recovery appears probable, where such recommendation is made by the District's Medical Director, or by recommendation of a licensed physician obtained by the employee, and where agreement is reached by the two doctors recommending an extension of the leave. If there is a disagreement as to the propriety of the extension, the County Medical Director may be requested to appoint a third physician to adjudicate the disagreement, with the majority decision prevailing. Such costs incidental to obtaining and arriving at a decision from the third physician to be shared equally by the District and the Union.

ARTICLE 30
PERMITS AND LICENSES

Section A. Reimbursement of Fees Paid

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

Section B. Physical Examinations

The District will perform necessary physical examination or re-examination required by the Department of Motor Vehicles, Division of Drivers' Licenses, as well as evidence of such examination, without cost to the employee, providing such physical examination or reexamination is performed at the time and location as directed by the District. Treatment for physical ailments or defects found during the examination or reexamination is not covered by this Article.

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

Section C. Time Allowance

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

ARTICLE 31

HOLIDAYS

Section A. Holidays Defined

The following days shall be considered as legal holidays:

New Year's Day	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	Employee's Anniversary Date
Labor Day	Floating Holidays (3)
Thanksgiving Day	

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

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

Section B. Guarantee

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

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

ARTICLE 31

- b. Employees who are scheduled to work and are allowed by the District to lay off all or part of their work day before or after the holiday due to the fact that it could be conveniently done.
2. The eight (8) hour allowance referred to in Section B., Subsection 1, above, will not be paid if the employee was scheduled to work on the holiday and did not do so.
3. Employees on vacation when a holiday falls will be governed by the provisions of Article 33, Section L.

Section C. Payment for Working

1. All hourly rated employees who work on any of the legal holidays, as shown in Section A of this Article, will be paid 2-1/2 times their regular straight time rate of pay for all time worked. Employees completing their assignment on such holidays will be guaranteed a minimum of twenty (20) hours pay time at their regular straight time hourly rate of pay.
2. The District shall determine the number of employees who shall work in each job classification on holidays. (See Article 7, Section B, of this Agreement for bidding procedures for holiday work.)

Section D. Birthday and Anniversary Holiday

1. When an employee's birthday or anniversary date falls on any one of the first six (6) named holidays, he will be given one (1) additional day off either immediately preceding or following his birthday or anniversary date. For employees' birthday or anniversary dates falling on February 29, the 28 day of February will be observed as the employee's birthday or anniversary date, in other than leap years. Employees whose birthday and anniversary fall within thirty (30) consecutive calendar days will be permitted to schedule these two days in conjunction with their scheduled days off within the thirty (30) day period so as to provide four (4) consecutive days off.

ARTICLE 31

2. When an employee's birthday or anniversary date falls on one of his regular work days, he may take his birthday or anniversary date as a holiday, or he may elect to take his birthday or anniversary date holiday during the same week in conjunction with his two (2) normal days off, either before or after his birthday or anniversary date. If more than one employee's birthday or anniversary date falls during the same week, and it is determined that too many employees have elected to take the same days off, then seniority choice will prevail.
3. All other provisions pertaining to the first six (6) named holidays will apply to the employee's birthday or anniversary date holiday.
4. Employees hired on their birthday will be entitled to an additional day over and above those outlined in Section D. 1, 2 and 3.

Section E. Floating Holiday

New employees will not be eligible to take floating holidays until completion of probationary period. New employees hired in March, April or May will earn the three floating holidays provided they complete their probationary period. Floaters may then be taken even though the probationary period ends in the following vacation year. The District and the Union shall agree upon a reasonable number of employees who will be permitted to select any one day as a floating holiday. Bidding for floating holidays will take place at the same time as vacation bidding.

Section F. Special Provision

For Divisions 3314 (until such time as the implementation of the seven (7) day work week), 3334 and Electrical Group only, whenever a holiday falls on a Tuesday or a Thursday, employees of these departments will be permitted to work one (1) Saturday at the regular straight time rate of pay in exchange for the Monday or the Friday prior or subsequent to such holiday, whichever the case may be.

ARTICLE 32

SICK LEAVE

Section A. Coverage

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

<u>Service Requirement</u>	<u>Allowable Sick Leave</u>
One (1) year of continuous service	6 days (48 hours)
Two (2) years of continuous service	7 days (56 hours)
Three (3) years of continuous service	8 days (64 hours)
Four (4) years of continuous service	9 days (72 hours)
Five (5) years or more of continuous service	12 days (96 hours)

Unused sick leave shall be cumulative to a maximum of 140 days (1120 hours).

2. An employee attended by a doctor shall secure a "doctor's certificate" at no expense to the District. When an employee is sick but does not require the attendance of a doctor, the expense of a "doctor's certificate", if required by the District, shall be paid for by the District. In such event, the District shall have the right to select the doctor for the purpose of such certificate.
3. Payment for earned sick leave shall be made to each employee affected during the payroll period when application for payment is made by such employee in event of illness. If the employee elects to apply for such leave, a claim must be submitted in writing to the Division Manager (personally or by mail) no later than the Wednesday preceding the close of the pay period. Payment for sick leave to which the employee is entitled will be included in the check due for that period. Absence from work by reason of illness does not require the employee to make claim for sick leave payment.

ARTICLE 32

Section B. Payment for Sick Leave

1. In cases when U.C.D. is not applicable, sick leave benefits, provided in Section A, shall be computed on the basis of eight (8) straight-time hours for each assigned work day absent account of sickness.
2. In the event U.C.D. benefits to which an employee is entitled are payable for the same day as contract sick leave, there shall be charged against the employee's sick leave account only that portion of a day's sick leave which, when added to the U.C.D. benefits for such day, totals eight (8) straight-time hours pay.
3. Compensable days of sick leave shall be paid at the rate of pay in effect on the day sick leave is claimed.

Section C. Waiting Period

1. No sick leave shall be paid for the first work day, except when any disability results in hospitalization.
2. Sick leave pay will not be allowed for any case of intemperance or use of illegal drugs.
3. Any employee who does not work during any fiscal year (June 1 through May 31) shall not be entitled to sick leave pay in the following year unless he returns to work within that following year.
4. The District shall maintain a clear and accurate sick leave record for each employee which shall be made available to the employee and/or Union officials for inspection upon request.

Section D. Termination

1. No payment will be paid for sick leave allowance not taken by employee when such employee is terminating from the service of the District, except in the event of the death or the retirement of an employee. In this event, fifty percent (50%) of an employee's unused sick leave will be paid to the employee upon the employee's retirement. One-hundred percent (100%) of an employee's unused sick leave will be paid to the beneficiary in the event of death.

ARTICLE 33

VACATIONS

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

Section A. Schedule

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

- 2 weeks vacation after 1 year of continuous service
- 3 weeks vacation after 5 years continuous service
- 4 weeks vacation after 10 years continuous service
- 5 weeks vacation after 18 years continuous service
- 6 weeks vacation after 28 years continuous service

Effective June 1, 1980, the service required for five (5) weeks vacation will be reduced to fifteen (15) years of continuous service, and six (6) weeks after 26 years of continuous service.

Section B. Conversion of Weeks to Hours

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

Section C. Vacation Period

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

Section D. Reemployed or Reinstated Employees

When employees are reemployed by the District within one (1) year after involuntary layoff, or are reinstated within ninety (90) days from the date of their honorable discharge after service in the military forces of the United States, for the purpose of determining their eligibility for the vacation allowances herein provided, they shall be credited for that period of continuous active service had with the District and accumulated by them since their most recent hiring immediately before such involuntary layoff or immediately before entering such military service. Nothing herein contained shall be construed to mean that time spent during such layoff or such military service shall be credited to continuous service vacation eligibility requirements.

ARTICLE 33

Section E. Accumulation

Vacation periods shall not be cumulative.

Section F. Affect of Absence from Duty

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

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

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

Section H. Severance

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

Section I. Working on Vacation

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

ARTICLE 33

Section J. Vacation Pay in Lieu of Vacation

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

Section K. Bidding for Vacation Periods

1. Except as hereinafter provided, employees in Non-Operating Departments entitled to vacation shall select a vacation at the beginning of the vacation year as set forth in Section C of this Article, by their Non-Operating Department seniority in the unit or division in which they work, each allowing as many vacations as possible and practicable during the summer months.
2. Vacation periods may be split by weekly periods, and it is understood that an employee desiring to split his vacation will bid in seniority order and then must wait for all other employees in his unit or division to bid before he makes his next choice in seniority order. This rotation of bidding will continue until the employee has bid his entire amount of vacation. Each bid must be for one (1) or more consecutive weeks.
3. Vacation bidding will commence no later than May 15. Vacation periods will be posted and remain in full view until bidding is completed.

Section L. Holiday During Vacation

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

ARTICLE 34

UNIFORMS

Section A. Quantity, Cost and Replacement

The District will provide uniforms at no cost to the employee on the following basis:

1. Each employee shall be furnished up to six (6) uniforms.
 - a. Uniforms must be regulation white coveralls, or two-piece white uniforms.
 - b. The existing uniforms may be worn by the employees until replaced as shown in Section A, 2 below.
2. In order to obtain replacement of worn or damaged uniforms, the employee must turn in the uniforms that are to be replaced.
3. Upon termination of employment, the employee may turn in his regulation uniforms provided they are not damaged or worn beyond repair and receive credit based on the following formula: $1/50$ of the cost of the regulation uniforms multiplied by the number of unused months under ten (10) months from the date of issue of the uniform. This does not apply to uniforms furnished at no cost to the employee.

Section B. Laundry Service

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

Section C. Condition of Employment

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

ARTICLE 35

COFFEE BREAKS AND CLEAN-UP TIME

Section A. Coffee Breaks

Each shift shall have two (2) fifteen (15) minute coffee breaks.

Section B. Smoking Restrictions

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

Section C. Clean-Up Time

Employees will be permitted to suspend work five (5) minutes before the regular end of their shift for the purpose of cleaning up their work area, bench and tools, and for returning District tools to their proper places. Employees engaged in spray painting on a regular basis, and employees who operate certain designated machines involving extremely oily work, will be allowed an additional ten (10) minutes to cleanse their person at the end of their shift.

ARTICLE 36
MEDICAL PLAN

Section A. Schedule of Contributions

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

June 1, 1979	\$132.00 per month per employee
June 1, 1980	\$147.00 per month per employee
June 1, 1981	\$164.00 per month per employee
December 1, 1981	\$167.00 per month per employee

Section B. Employees Covered

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

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

ARTICLE 36

5. The District will provide for medical coverage for employees retiring with thirty (30) or more years of service from date of retirement to age sixty-five (65) and payment of coverage for employees retiring on disability until employee is eligible for Medicare.
6. Employee absent or on authorized leave of absence, except as provided above, must make their own monthly payment.
7. Employees on furlough may be continued in the plan by making their payment direct to the Union or Trustee of the Health and Welfare Plan.

Section C. Payment Due Date

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

Section D. Employees Changing Classifications

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

Section E. Termination of Employment

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

Section F. Part B Medicare Contribution

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

ARTICLE 36

Section G. Board of Trustee

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

ARTICLE 37
PENSION PLAN

Section A. Incorporate in Agreement

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

Section B. Identification of Plan and Amendments

The pension plan referred to above is the plan amended as of June 1, 1979 and approved by the District and the Union. The terms of this plan will be as shown in Article 43 hereof.

Section C. Availability of Distribution of Plan

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

Section D. Coverage for Employees Serving as Union Representatives

The District will pay the normal cost contribution for current service for employees of the District who are on leave of absence while serving as full-time elected Union representatives of Division 1277 of the Union.

ARTICLE 38

GROUP LIFE INSURANCE

Section A. Condition of Employment

The District shall, as a condition of employment, require all employees covered by this Agreement to participate in the Group Life Insurance Program commencing with the first day of the calendar month following ninety (90) days of employment, in the amount of twelve thousand dollars (\$12,000).

Section B. Premiums Paid by the District and Employees

The District shall pay the premium for active employees for the first \$9,000 of their group insurance after completion of two (2) years of continuous service. Each employee, by the prescribed form, shall authorize the District to deduct from his earnings the amount of premium other than that to be paid by the District as specified above. The premium to be paid by the employee shall be computed at the same rate from time to time paid by the District for such insurance.

Section C. Payment of Premium During Sickness and Periods of no Earnings

Employees who have no earnings during the payroll period for which deductions are to be made will be required to pay their proportion of the premium direct to the District. Employees absent on account of illness or injury in excess of twenty-four (24) months shall be required to pay the entire premium for all of their coverage under the group policy. During the first twenty-four (24) months of such absence, the District shall pay the premium on the first \$9,000 of insurance in the case of any employee who shall have completed two (2) years of continuous service as of the date of commencement of such absence.

Section D. Payment of Premiums when on Leave of Absence

Employees on leave of absence in excess of twelve (12) months, excluding Union representatives currently representing employees of the District, may, by payment of their premium for the extent of their group insurance coverage, continue to be covered by the group insurance policy. Such participation shall be restricted to the period of time specified under Article 16 of this Agreement.

ARTICLE 38

Section E. Payment of Premium for Union Representatives

Union representatives referred to herein participating in the Group Life Insurance Program will have the premium for the first \$9,000 paid for by the District.

Section F. Conversion Clause

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

Section G. Premium Rate for Retired Employee

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

Section H. Felonious Assault Insurance

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

ARTICLE 39

DISASTERS - MATTERS NOT COVERED, ETC.

Section A. Disasters

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

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

Section B. Bargaining on Matters not Covered

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

Section C. Effect of Presidential Economic Stabilization Act

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

ARTICLE 40
QUALIFICATION OF PARTIES

Section A. Guarantee of Performance

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

Section B. Authority of Signatories

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

Section C. Substance of this Agreement

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

ARTICLE 41

WAIVERS

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

ARTICLE 42

ASSIGNABILITY

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

ARTICLE 43

DURATION, TERMINATION AND RENEWAL

Section A. Duration and Termination

Except as otherwise provided herein, this Agreement shall be made effective June 1, 1979, and shall remain in full force and effect to and including May 31, 1982 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, 1982. If neither party so serves such notice of termination, this Agreement, after May 31, 1982, may be terminated by either party serving upon the other written notice of termination not later than sixty (60) days prior to the time it is proposed to make such termination.

Section B. Requests to Modify

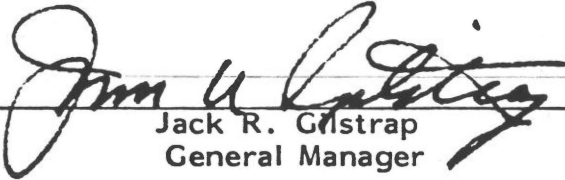
Any requests to modify or change this Agreement, or any portion thereof, shall be made in writing and shall be served on the other party not later than sixty (60) days prior to May 31, 1982, and in the event the Agreement is in effect after such date by reason of the provisions of Section A hereof, not later than sixty (60) days prior to the time it is proposed to make such change or modification.

Section C. Subsequent Interpretations

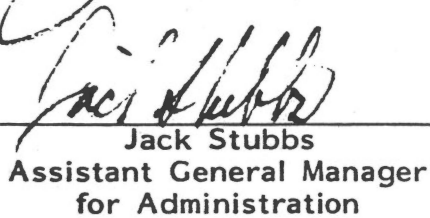
After the effective date of this Agreement, no interpretations of this Agreement will be binding on either party to this Agreement unless it is in writing and signed by the authorized representatives of the parties to this Agreement.

Signed in Los Angeles, California
on April 24, 1980.

For the
Southern California Rapid
Transit District

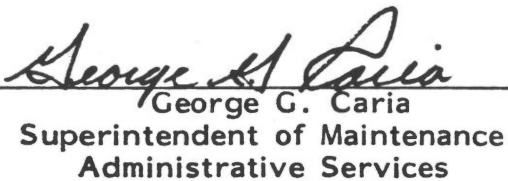

Jack R. Gilstrap
General Manager


John S. Wilkens
Manager of Employee Relations

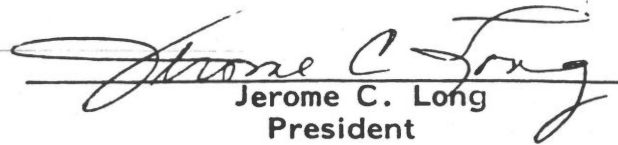

Jack Stubbs
Assistant General Manager
for Administration


Donald J. Cornish
Administrator for Labor Relations


Ralph Carapia
Labor Relations Representative


George G. Caria
Superintendent of Maintenance
Administrative Services

For the
Amalgamated Transit Union
Division 1277


Jerome C. Long
President


Dan Collins
Secretary