

CONTRACT

between the

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

and the

UNITED TRANSPORTATION UNION

Effective February 1, 1985

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RECOGNITION AND BARGAINING UNIT

- A. The District recognizes the United Transportation 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 the wage section of this Contract.
- 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 Contract covers only said employees.
- C. The District and the Union agree that no employee shall be discriminated against on account of Union membership, non-membership, race, religion, national origin, or sex, or any other unlawful reason. This section of the Contract shall not be construed to conflict with the employee's qualification provisions appearing elsewhere in this Contract.
- D. The District and the Union further agree that vacancies in the Transportation Department in supervisorial positions, which shall include jobs in the Supervisors' Division, Instruction Division, Division Dispatchers' Group, Schedule Division (excluding electronic programming positions) and Stops and Zones Division, shall be made from the ranks of full-time Operators whenever lawful and practicable. No employee shall be discriminated against for promotional purposes on account of Union membership, race, religion, national origin, or sex. This section shall not be construed to conflict with the District's right to establish qualifications for any of the above-mentioned jobs, and the decision of the District officer in making appointments to such jobs will be final.
- E. It is expressly agreed that in the event that the District shall directly or indirectly engage in the providing of other transportation services in addition to those presently being provided, whether such additional service shall be of the same or a different type, the District shall and hereby does recognize the Union as the exclusive representative of all employees engaged in providing those services whose functions or duties are similar to or like the functions or duties presently being performed by employees within the bargaining unit defined in this Contract. It is further agreed that such recognition shall be and hereby is extended to the same extent and for the same purposes as are set forth in Paragraph A above. Such recognition is subject to, however, and applicable to the extent not prohibited by Article 10 (commencing with Section 30750) of the SCRTD Act as now in effect.

It is further agreed that the terms and provisions of this Collective Bargaining Agreement shall be and hereby are extended to all new employees and classifications of employees (hereinafter referred to as "new employees") whom the Union shall be entitled to represent as a result of the inclusion of this Paragraph E in the contract; provided, however, that to the extent that any of the terms and provisions of this Contract would not be applicable to the types of services being performed by any new employees or classifications of employees, or would otherwise be inapplicable, such terms and provisions shall not be deemed applicable to such new employees, but in lieu thereof shall be deemed to be subjects for collective bargaining within the scope of Section 2 of Article 56 hereof.

It is further agreed that the rates of pay of said new employees or classifications of employees shall be the same as the rates of pay then in effect for those employees whose functions or duties are similar to or like functions or duties to be performed by said new employees or classifications of employees.

Those persons performing duties or functions involved in the operation of a train, monorail, or other carrier of passengers shall be deemed to be performing the functions or duties similar to the functions or duties of a motor coach operator.

In the event there is a dispute as to whether the new employees are performing functions or duties similar to or like the functions or duties presently being performed by employees within the bargaining unit, that dispute shall be resolved in accordance with the provisions of Article 26 hereof.

It is further agreed that the term "directly or indirectly" as used hereinabove shall include any of the above described transportation services provided by the District or by any entity, whether public or private, established by or controlled by the District or which operates pursuant to or in accordance with an Agreement with the District.

If the District acquires, controls and enters into an Agreement with any existing transit systems or part thereof with employees who are working pursuant to a Collective Bargaining Agreement, the above provisions of this Paragraph E shall be subject to, however, and applicable only at such times and to the extent permitted by Article 10 (commencing with Section 30750) of the SCRTD Act as now in effect.

PURPOSE OF CONTRACT

The obligation that rests with the District to provide, and upon the employees of the District to render honest and efficient service, is recognized. A spirit of cooperation between the employees and the District is essential to efficient operation, and both parties should so conduct themselves as to promote this spirit. The responsibility for success rests equally with the District and the employees. In this spirit, the District and the Union are desirous of effectuating an Agreement which will:

- A. Provide for rates of pay, rules and working conditions of employees of the Transportation Department represented by the United Transportation Union;
- B. Provide for the fair treatment of said employees;
- C. Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of this Contract;
- D. Provide for such other arrangements as may be deemed advisable by the parties to this Contract in order to safeguard their respective interests, and establish and maintain harmonious relationships;
- E. The parties recognize that this Contract constitutes a Collective Bargaining Agreement between the parties and that the terms "Collective Bargaining Agreement" and "Contract" are synonymous and interchangeable. Except where the context makes the contrary appear clear, the term "Agreement" shall be deemed to include and refer to the term "Contract" and the term "Contract" shall be deemed to include and refer to the term "Agreement".

UNION - DISTRICT RESPONSIBILITY

- A. All matters pertaining to the management of operations, 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 Contract.
- B. The Union recognizes that willful infractions of the District's rules and regulations 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 Contract.
- C. The District's exercise of any prerogatives of management or promulgations that is violative of any provisions of this Contract may be made the subject of a grievance or dispute.

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 term 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 promptly by the parties.

B. During the term of this Agreement, neither the Union nor its members shall call or engage in any strike.

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

ARTICLE 1

RATES OF PAY

SECTION 1. PAYMENT ON MINUTE BASIS

Subject to the governing provisions of this Contract, the following rates of pay shall be effective on the date indicated for employees and will be paid on the minute basis at applicable pro-rate rates of pay in accordance with class of service performed.

SECTION 2. STARTING RATES

- (1) First twelve (12) months of service - 75% of pay rate
- (2) Second twelve (12) months of service - 80% of pay rate
- (3) Fifth six (6) months of service - 85% of pay rate
- (4) Sixth six (6) months of service - 90% of pay rate
- (5) Seventh six (6) months of service - 95% of pay rate
- (6) Thereafter - rate as shown in Section 3

SECTION 3. EFFECTIVE DATES AND BASIC RATES

Straight Time Rates of Pay

	<u>Effec.</u> <u>02/1/85</u>	<u>Effec.</u> <u>02/1/86</u>	<u>Effec.</u> <u>02/1/87</u>	<u>Effec.</u> <u>02/1/88</u>
Motor Coach Operator	\$13.00	\$13.26	\$13.50	\$13.55
Traffic Loader	13.00	13.26	13.50	13.55
<u>Schedule Checkers</u>	<u>Per Mo.</u>	<u>Per Mo.</u>	<u>Per Mo.</u>	<u>Per Mo.</u>
1st 6 Months	\$2,382.82	\$2,430.47	\$2,474.22	\$2,483.38
2nd 6 Months	2,432.46	2,481.11	2,525.76	2,535.11
Thereafter	2,482.10	2,531.74	2,577.31	2,586.85

TRAINEES

Trainees will be paid fifty-five percent (55%) of the Operator's rate in effect.

SECTION 4. SCHEDULE MAKERS WAGE RATE

Effective 02/01/85

Schedule Maker II

	B	C	D	E	F
Monthly	\$2,284.49	\$2,402.35	\$2,530.62	\$2,665.81	\$2,806.21
Hourly	13.18	13.86	14.60	15.38	16.19

Schedule Maker I

Monthly	\$2,057.43	\$2,164.89	\$2,279.29	\$2,398.89	\$2,525.42
Hourly	11.87	12.49	13.15	13.84	14.57

Effective 02/01/86

Schedule Maker II

Monthly	\$2,329.55	\$2,450.89	\$2,580.88	\$2,719.55	\$2,861.68
Hourly	13.44	14.14	14.89	15.69	16.51

Schedule Maker I

Monthly	\$2,099.03	\$2,208.22	\$2,324.35	\$2,447.42	\$2,575.68
Hourly	12.11	12.74	13.41	14.12	14.86

Effective 02/01/87

Schedule Maker II

Monthly	\$2,371.15	\$2,494.22	\$2,627.68	\$2,768.08	\$2,913.68
Hourly	13.68	14.39	15.16	15.97	16.81

Schedule Maker I

Monthly	\$2,137.16	\$2,248.09	\$2,365.95	\$2,490.75	\$2,622.48
Hourly	12.33	12.97	13.65	14.37	15.13

Effective 02/01/88

Schedule Maker II

Monthly	\$2,379.82	\$2,502.88	\$2,638.08	\$2,778.48	\$2,924.08
Hourly	13.73	14.44	15.22	16.03	16.87

Schedule Maker I

Monthly	\$2,144.09	\$2,256.76	\$2,374.62	\$2,499.42	\$2,631.15
Hourly	12.37	13.02	13.70	14.42	15.18

SECTION 5. CHANGE IN RATES

Change in rates of pay as provided in the foregoing graduation for service period, shall be made on the first day following the service periods shown in Sections 2 and 3 of this Article.

SECTION 6. PAY PERIODS

Pay periods will end every other Saturday night to include all work assignments for the last day of the pay period. Pay checks will be issued bi-weekly on the first Friday following the close of the pay period, except in those weeks in which a holiday occurs. If a holiday should occur on any weekday during the week in which pay checks are to be issued on Friday, they will be issued on the following Tuesday instead of on Friday.

SECTION 7. PAY FOR PREMIUM TIME

Except as provided elsewhere in this Contract, where time is allowed for release periods or for making up minimum allowances, such premium time shall be paid at straight time rates of pay applicable.

SECTION 8. RATE APPLICABLE

Extra Operators performing service on a recurring extra assignment, designated as such in run book which provides for service under more than one pay classification, shall be paid the highest applicable rate for that assignment. . .

SECTION 9. COST-OF-LIVING CLAUSE

- (a) All employees covered by this Contract shall be covered by a cost-of-living provision as set forth in this Section.
- (b) The basic wage rates as shown in Section 3 of this Article, will not be reduced by the application of this cost-of-living provision. An upward adjustment in the costs of living shall be in the amount of one (1) cent for each four tenths (0.4) points change 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).

- (c) Adjustments will be made each three (3) months with the first application June 1, 1985, based upon changes, if any, between the fixed base of January, 1985 and April 1985 under the new series of Consumer Price Index (CPI).

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

For the third twelve (12) month period from February 1, 1987 to and including January 31, 1988, the District will apply the above CPI formula as provided above except that a four percent (4%) annualized rate will be used. Should the CPI increase more than four percent (4%) during this period no additional adjustment will be made for the CPI increase above the four percent (4%) annualized rate.

For the five (5) month period from February 1, 1988 through June 30, 1988, the District shall only apply the new series CPI based upon any changes in the new series CPI after February 1, 1988 pursuant to the formula as provided in subsection (b). Adjustments will be made each three months with the first application March 1, 1988, based upon changes, if any, between the fixed base of October, 1987 and January, 1988.

SECTION 10. DIFFERENTIAL PAY - OWL ASSIGNMENTS

Differential pay of twenty-five cents (25¢) per hour will be paid for all work performed after Midnight on Owl assignments that sign off after 4:00 a.m.

ADDENDUM #1 - SCHEDULE DEPARTMENT DISCIPLINE

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APPENDIX A -

ROSTER 1	SCHEDULE MAKER II	A12
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ARTICLE 2

GUARANTEED WORK DAY AND WORK WEEK

Eight (8) hours or less shall constitute a day's work for which Operators shall be allowed a minimum of eight (8) hours, except as provided in Section 5 of this Article, as follows:

SECTION 1. REGULAR OPERATORS

A Regular Operator shall be guarantee eight (8) hours' pay time per day within a spread of ten (10) hours from the initial sign-on time.

All pay time for Regular Operators will be included and be a part of the eight (8) hours' daily guarantee subject to the provisions of the holiday rule.

SECTION 2. EXTRA OPERATORS

An Extra Operator shall be guaranteed eight (8) hours' pay time per day within a spread of eleven (11) hours from the initial sign-on time.

All pay time for Extra Operators will be included and be part of the eight (8) hours' daily guarantee subject to the provisions of the holiday rule.

SECTION 3. REGULAR OPERATORS' WEEKLY GUARANTEE

This rule guarantees Regular Operators who are qualified and available and who work their assignments a five (5) day, eight (8) hours' pay time per day, week.

SECTION 4. EXTRA OPERATORS' WEEKLY GUARANTEE

Extra Operators will be guaranteed a five (5) day, eight (8) hours' pay time per day, week, with two (2) scheduled bid off days, provided they are qualified and available and accept all work offered.

SECTION 5. EXCEPTIONS

The following shall constitute exceptions to the guaranteed eight (8) hours' pay time per day for Regular and Extra Operators:

- (a) Operators relieved before completion of a day at their own request, or who are absent from duty and unavailable for service for part of a day, shall receive pay for only the portion of day worked and minimum allowance of eight (8) hours shall not apply except as provided in Article 39, Section 2 and Article 47, Section 5 of this Contract.
- (b) Where special consideration may be given individual cases of Operators providing for part-time work by request, as provided in Article 9, Section 10, the minimum allowance of eight (8) hours for the day's work will be waived.
- (c) The exceptions to the weekly guarantee for Regular and Extra Operators are the holiday provisions as contained in Article 44.
- (d) In the event, through the exercise of his/her seniority, a Regular Operator has more than two (2) off days in his/her work run in any week, or an Extra Operator has more than two (2) bid days off in any week, he/she will not be guaranteed five (5) days' work in that work week.
- (e) Where Operators miss out on assignments, they may be withheld from duty that day and shall not be paid for the day lost, thereby waiving their guaranteed five (5) days, eight (8) hours per day work week. The reduction in the work week will only apply to the loss of the day on which Operators missed out.
- (f) Where Operators miss out and are subsequently used that day, they will be guaranteed eight (8) hours' pay time within a spread of eleven (11) hours.
- (g) Where Extra Operators are not marked up for work on a normal work day, and do not notify the Division Dispatcher, they will receive four (4) hours' pay, as provided in Article 13, Section 4(d).

SECTION 6. SEPARATE WORK PERIODS

When extra assignments (which may include biddable trippers and special events) involve intermittent service, separate work periods involved will be subject to a minimum of two (2) hours' pay time.

SECTION 7. SCHEDULE MAKERS WORK DAY AND WORK WEEK

A. GUARANTEE

All Schedule Makers covered by this Agreement, who are available and work their assignments, shall be guaranteed five (5) consecutive days, eight (8) hours per day, and forty (40) hours per week, except as provided elsewhere in this Agreement.

Schedule Makers 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 the minimum allowance of eight (8) hours shall not apply.

B. 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.

C. DAYS OFF

Schedule Department employees will have Saturdays and Sundays off, except when work demands require Schedule Makers to be assigned other days off. When this develops, Schedule Makers will be notified at least ten work days in advance. New work assignments will be posted, listing the work groups, work hours, and days off. The work groups will be composed of job classifications as determined by management.

ARTICLE 3

OVERTIME

SECTION 1. DEFINITION OF PAY TIME HOURS

Total pay time hours are the total hours in an assignment that can be multiplied by the Operator's straight time hourly rate of pay to determine the amount of pay in an assignment. Pay time hours are composed of all straight time hours and overtime hours when applicable. Overtime hours will be multiplied by one and one-half ($1\frac{1}{2}$). The extension of hours to straight time pay hours eliminates the necessity of an Operator multiplying his hours in an assignment by two (2) rates, namely, the straight time rate and the overtime rate.

SECTION 2. OVERTIME PROVISIONS

a. OPERATORS OVERTIME

Operators shall be paid one and one-half ($1\frac{1}{2}$) times their straight time hours for all work they perform that is in excess of eight (8) hours per day, except as provided elsewhere in this Contract.

b. SCHEDULE MAKERS OVERTIME

Overtime shall be paid at time and a half rate of pay for all work Schedule Makers performed in excess of eight (8) hours per day or forty (40) hours per week.

SECTION 3. SPREAD TIME

- (a) Except as provided in Article 4, Section 2(a), Regular Operators shall be paid one and one-half ($1\frac{1}{2}$) times their straight time hours for all work performed in excess of a spread of ten (10) hours except as provided elsewhere in this Contract.

An Operator voluntarily bidding an extra piece of work over and above his/her assignment will be paid for such piece of work, but not in excess of time and one-half ($1\frac{1}{2}$), except as provided in Article 44, with a minimum of two (2) hours' pay time.

- (b) Extra Operators shall be paid one and one-half ($1\frac{1}{2}$) times their straight time hours for work performed in excess of a spread of eleven (11) hours, except as provided elsewhere in this Contract.

No Extra Operator will be split after eleven (11) hours from initial sign-on time without the payment of continuous time.

SECTION 4. WORK ON DAYS OFF

- (a) Operators shall be paid one and one-half ($1\frac{1}{2}$) times the straight time hours for all work performed on their scheduled or assigned days off with a minimum of twelve (12) hours' pay time, except as provided in Article 16, "Special Rules". It is understood that an Operator working his/her full assignment will not receive less pay than he would have received on a regular work day.
- (b) An OCB Operator will be guaranteed twelve (12) hours' pay time within an eleven (11) hour spread.
- (c) An Operator laying off of his own accord will be paid for all hours worked at one and one-half ($1\frac{1}{2}$) times the straight time hours and the minimum of twelve (12) hours will not apply.

SECTION 5. WITHHELD FROM ASSIGNMENT

- (a) When a Regular Operator is withheld from his/her regular assignment by the District, for the purpose of working an alternate assignment, he/she shall be paid not less than the earnings of his/her regular assignment for that day. In addition thereto, he/she shall receive one (1) additional hour of pay time.
- (b) A Regular Operator incumbent on a straight assignment may not be worked on a split alternate assignment except on the basis of continuous time, and he/she shall not be paid less than the earnings of his/her regular assignment for that and in addition thereto, the one (1) hour additional pay time will apply as in (a) above.
- (c) A Regular Operator shall not be deemed to be held from his/her regular assignment within the meaning of this Section when held from regular assignment, if, through an Act of Providence, or causes beyond the control of the District, it becomes impossible to perform regular service; or through the operation of Article 40, "Court Appearance and Jury Duty", or Article 27, "Discipline".

SECTION 6. EXCEPTION DUE TO EXERCISE OF SENIORITY

In the event, through the exercise of seniority, a Regular or an Extra Operator works more than five (5) days in any week (Sunday through Saturday) he/she will not be subject to the overtime provisions of Section 4 of this Article for those days in excess of five (5) days.

SECTION 7. SINGLE OVERTIME PROVISIONS

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

ARTICLE 4

PASSENGER SERVICE ASSIGNMENTS

SECTION 1. CLASSIFICATION OF ASSIGNMENTS

- (a) Work for Operators in passenger service shall be designated as regular assignments, extra assignments, biddable trippers and special events assignments.
- (b) Regular Operators will not be required to work trippers in addition to their regular assignments unless they request such work. Except as provided in Article 4, Section 7(b), this does not apply to Extra Operators assigned to a regular assignment by board mark-up. The request by a Regular Operator to work trippers will be made on a prescribed form and filed with the Division Manager at least twenty-four (24) hours prior to 12:01 A.M. on the day the Operator wishes it to become effective. This request to work may be cancelled by the Regular Operator and such cancellation must be filed at least twenty-four (24) hours prior to 12:01 A.M. of the day the Operator wishes to cancel said request to work. These requests must be renewed when Division Shake-ups become effective.

Regular Operators may be required to work before or after their regular assignments in the event of necessary relays, vehicle changes, or emergencies (which includes the miss-out of the Operator who was to relieve the Regular Operator). Regular Operators may also be required to work additional assignments signing on between 8:00 P.M. and 11:59 P.M.. The Regular Operator so used will be paid on the basis of continuous time. It is understood that the Regular Operator will not be used in these instances if there is an Extra Operator available to perform this work.

- (c) Extra Operators on duty, held for duty, or on the property in uniform on a regular work day and whose use will not result in violation of hours of service or driving time regulations, will perform such assignments as conditions of work require and as directed by supervisory employees subject to published instructions as to qualifications. It is understood that an Extra Operator not on duty, or held for duty, will not be used if there is an Extra Operator on duty, or being held for duty.

SECTION 2. ESTABLISHMENT OF REGULAR ASSIGNMENTS

- (a) All passenger service work (including preparatory time, pull-in time, deadhead allowance and/or travel time in connection therewith) assigned from each established Division point, except as provided in Article 4, Section 2(d), that can be combined to provide seven (7) or more hours' work within a spread of nine (9) hours and having a regularity of five (5) or more days each calendar week will be established as regular assignments. An exception to this provision would be assignments involved in the making of recovery time reliefs as shown in Section 14 of this Article. The nine (9) hours spread as herein referred to will not include turn-in. Regular assignments will be on the basis of five (5) days per week and in no case will exceed five (5) days per week. The District will designate the off days of regular assignments and establish regular or extra relief assignments composed of off days of regular assignments. Regular work runs may be split only once without the payment of continuous time. A regular work run may not be split after ten (10) hours from initial sign-on time without the payment of continuous time.

In the exceptional cases, not to exceed a duration of thirty (30) days, such as the Pomona Fair, assignments may be written which will be an exception to the first paragraph of this Sub-section.

- (b) Not less than sixty (60) percent of the total number of regular weekday assignments shall be straight assignments system-wide, not less than seventy-five (75) percent of the total number of all regular Saturday assignments shall be straight assignments in any Division, and not less than ninety (90) percent of the total number of all regular Sunday assignments shall be straight assignments in any Division, computed on a man-assignments basis. On holidays, the percentage of straight time assignments will be governed by the schedule operated. If weekday schedules are operated, percentage will be sixty (60) percent; if Saturday schedules are operated, seventy-five (75) percent; and if Sunday schedules are operated, ninety (90) percent.
- (c) In establishing regular assignments, it will be the policy of the District, through cooperation with the Union, to bring about the best working conditions consistently possible under service conditions. The District agrees the Union representatives will have access to schedule information in the Schedule Division. It is further agreed that Union representatives may appeal a decision to the Superintendent of Schedules, and if the decision of the Superintendent of Schedules is not satisfactory, the Union may

appeal to the Manager of Planning and Marketing, whose decision will be final. Copies of all assignments, work runs, biddable trippers, and schedule temporary assignments, will be mailed to the United Transportation Union office as much in advance of posting as is practicable.

Permanent changes in assignments will be posted in the Division for a period of seven (7) days. In the event an assignment change is posted and affects the sign-on of an Operator the next day and it is posted after the Operator involved has signed off the previous day, or it is posted on his/her scheduled or assigned day off, the Operator involved will be notified by the District prior to the new sign-on time. If the Operator involved is not notified, the Operator will not be disciplined because of failure to report on time and the earnings of his/her assignment before the change will be preserved to him/her. If the change in the assignment is other than one affecting his/her sign-on time, it will be the responsibility of the Operator to be aware of this change before commencing his/her assignment for the day.

In the event a tripper is cancelled without notice the preceding day, the Operator affected will be paid for the time lost as a result of such cancellation.

- (d) No Operator, Regular or Extra, will be used on service that is normally pulled out of another Division except in cases of emergency operation. Emergency operation, for the purpose of this Section, includes situations requiring immediate relief of Operator or the operation of extra vehicles to maintain service at time of accidents, traffic delays, fires, disasters, hold-ups, and/or civil defense-civil disturbance incidents.

In the event an Operator is used under the emergency conditions outlined above, his/her use will be governed by the following:

Whenever an extra vehicle or a relay is needed on a line, it can be operated out of any Division having jurisdiction over the line; whenever it is necessary to immediately relieve an Operator, this may be done from any Division whether that Division has jurisdiction or not. It is understood that in the event of a relay or an emergency relief of an Operator, the Operator pulling the trip will in turn be relieved by an Operator from the Division having specific jurisdiction over the particular assignment within two (2) hours or one (1) round trip, whichever is the longer. Failure to relieve the Operator will result in the payment of applicable penalty to the Operator who should have been assigned to relieve this Operator.

- (e) The provisions of this Article will not apply in connection with the suspension of assignments operating in the Pasadena area on New Year's Day due to the impossibility of performing regular service on account of congested and/or disrupted traffic conditions.

It is also understood that due to the increased service requirements on New Year's Day, an Operator may be assigned to work on a line not under the jurisdiction of his/her Division with the understanding that he/she will be signed on and off at his/her own Division and paid applicable deadhead or travel time.

If a situation similar to New Year's Day should arise, exceptions as covered by this Subsection (f) may be agreed upon by mutual consent of the Director of Transportation and the General Chairman.

- (f) This Section does not restrict the District from operating a line, or lines, out of more than one Division.
- (g) Not less than ninety percent (90%) of regular work runs will have two (2) consecutive days off, and it is further understood that all additional regular work runs will have scheduled two (2) days off within a seven (7) day work week and said days off may be split. If the number of Sunday assignments is reduced by eight percent (8%) or more from the number in effect on June 1, 1976, the ninety percent (90%) will revert to eighty-five percent (85%).

SECTION 3. DEFINITION OF STRAIGHT, SPLIT AND RELIEF ASSIGNMENTS

Regular work runs will be classified as straight, split and relief work runs. A regular work run on which time on duty is computed on a continuous basis is a straight work run; one which includes intermittent service and on which time is not computed on a continuous basis is a split work run; and one made up of the "off" days of three (3) or more regular work runs is a relief work run. No relief work run shall be constructed which requires an Operator to sign on and off at other than a single location for any one or more days of a week or month unless he/she is allowed deadhead time and/or travel time when working a work run which starts or ends at other than his/her regular Home Terminal.

SECTION 4. PREPARATORY TIME AND SIGN-OFF TIME

All Operators will be allowed a minimum of ten (10) minutes preparatory time for the purpose of getting equipment ready for pulling out.

Operators will be allowed five (5) minutes for storing equipment after completion of their assignments or work runs at Division points or outside locations.

Preparatory time and sign-off time shall be considered as work time and made a part of the work run.

Operators driving C.E.A. equipment are excluded from this Section, unless the Operator uses a bus which is to be put into line service when making his/her relief. In this event the Operator pulling the bus out will be paid preparatory time and the relieved Operator who brings the other bus back will be paid the storing allowance.

SECTION 5. POSTING OF REGULAR WORK RUNS

Each regular work run will have a designated sign-on and sign-off point and time, and an outline of the service to be performed. The District will maintain in each Division a copy of all regular work runs system-wide, on a current basis.

SECTION 6. ESTABLISHMENT AND POSTING OF RECURRING EXTRA ASSIGNMENTS

All recurring passenger service work (including deadhead allowances and/or travel time in connection therewith) which is not included in regular work runs will be included in extra assignments and posted in Run Books or on Bulletin Boards in Operators' rooms. Regular sign-on and sign-off points and times, and an outline of the service to be performed, will be set forth in the assignment sheet as posted.

SECTION 7. DEFINITION OF EXTRA ASSIGNMENTS

- (a) All work for Operators in passenger service, not included in regular work runs, will be classified as extra assignments and will be filled from Extra Board lists as long as Extra Operators are available, except biddable trippers bid in accordance with the provisions of Article 9 and special events assignments as outlined in Section 8 of this Article. Temporary vacancies in regular work runs will be filled from Extra Board lists as provided in Article 13 and will be paid on regular work run basis. It is understood that an Operator under the provisions of this Section, will not be paid less than he would have been paid under established rule of eight (8) hours' pay time within a spread of eleven (11) hours for Extra Operators.
- (b) No Extra Operator, who is marked-up to a regular assignment that signs on prior to 5:00 A.M., will be required to work a

tripper after said regular assignment, unless he/she has submitted a prescribed form indicating he/she desires such work. This request to work will be handled in the same manner as Regular Operators as indicated in Section 1(b) of this Article.

- (c) Temporary vacancies in biddable trippers as Auxiliary Divisions which have been bid in under Article 9 will be filled in accordance with the hold-down provisions of Article 9, and if not bid in on hold-down basis, such temporary vacancies will be filled from the Extra Board lists. Regular Operators will not be required to work their bid trippers on their days off.

SECTION 8. DEFINITION OF SPECIAL EVENTS ASSIGNMENTS

Special events assignments are extra pieces of work occurring after 6:00 P.M. and generally do not exceed four (4) hours in duration. Included in the category of special events are occurrences at:

- The Coliseum
- Olympic Auditorium
- Numerous Churches
- Greek Theatre
- Shrine Auditorium
- Parades
- Conventions at above locations and at various hotels
- Scout Activities
- School and College Activities
- Griffith Park Observatory
- Pilgrimage Play
- Orange Show at San Bernardino
- Baseball Stadiums
- Sports Arenas
- Convention Centers

But excludes Charter Service or leased motor coach service. Leased motor coach service is that service operated by the District with District Operators and vehicles through lease agreement with other charter companies in our service area.

It is understood that known work of this type that is not assigned to the Extra Board will be posted for choice at Divisions and that it may be bid by Regular Operators. It is also understood that work will not be assigned in such a way that will interfere with the assignment of an Operator on the following day.

Should an Operator working a special event assignment sign-off too late to perform his/her report the next day will be governed by the provisions of Sections 11 and 12 of this Article.

SECTION 9. RELEASE PERIODS IN ASSIGNMENTS AFTER 8:00 P.M.

- (a) No period of release of less than eight (8) hours between assignments, or portions thereof, which occur between 8:00 P.M. and 5:00 P.M. shall be deducted from time of Operator working such assignments. This time shall be subject to the overtime rule. This rule will not apply to Extra Operators when start of split between assignments commences before 8:00 P.M. and extends beyond 8:00 P.M. It is further understood that regular work runs starting after Midnight and before 5:00 A.M. will be straight work runs.
- (b) It is understood that the provisions of Subsection (a) of this Section 9 shall not apply when Operators are working bid special event assignments.
- (c) Any period of release of less than thirty (30) minutes within the hours of a regular work run will be paid on a continuous basis and will be subject to the overtime rule. This provision does not apply to the period between a regular work run and a biddable tripper, nor does it apply to the work of an Extra Operator.

SECTION 10. RELEASE PERIOD IN WORK RUNS OR ASSIGNMENTS

Deadheading time and/or travel time is part of the work assignments in the computation of interval of release. Interval of release periods are governed entirely by time actually released from duty, regardless of any minimum allowances provided under this Contract.

SECTION 11. BEGINNING AND ENDING OF DAY

- (a) A day for Operators will commence at the time that they are first required to report and so do at or after 12:01 A.M. and up to and including 12:00 Midnight of any calendar day. It is understood that Operators will have eight (8) or more hours of release from duty before commencing a new day. The spread of hours in a day for the purpose of computing the permissible spread of hours commences at the time an Operator first reports and continues until he/she completes his/her assignment in any given day. The spread of hours for the purpose of computing spread overtime commences at the time he/she first reports and continues until he/she completes his/her assignment in any given day with the exception that turn-in time is not included within the spread of hours.

- (b) If, in the mark-up of an Extra Board, the Division Dispatcher errs and does not grant an Operator eight (8) or more hours release from duty before starting his/her new day, and does not notify the Operator before he/she reports for his/her new assignment, the District shall pay that Operator continuous time, at straight time rate of pay, from the time of his/her signoff to the time of his/her sign-on the following day. If the District notified the Operator of the error in Board mark-up at least four (4) hours prior to the Operator's sign-on time the following day, the Operator will be given a new sign-on time and be paid a separate allowance of four (4) hours in addition to all other earnings that day.
- (c) This rule only governs the determination of spread hours during which period a day's work is performed and which may include release periods for which Operators are not compensated under applicable rules.
- (d) An Operator who works a night or owl run or special event assignment that commences prior to Midnight and continues into the following day, computes his/her spread from the time he/she first commences work until his/her compensation of work on the following day with the further provision that no Operator whose work continues into the following day may work after 10:00 A.M. on the following day until he/she has had at least eight (8) hours release from duty.

SECTION 12. LATE SIGN-OFF

- (a) A regular Operator who signs off late due to the needs of service, and who will not have the required rest referred to above, will be instructed at time of sign-off to report the next day at any time between eight (8) and ten (10) hours after sign-off time, will be placed on his/her regular assignment at the first opportunity, and will be guaranteed the earnings of his/her assignment for that day, providing he/she has complied with the requirements of Subsections (d) through (h) below.
- (b) Except as provided in Subsection (c) below, an Extra Operator who signs off late, due to the needs of service, and who will not have the required rest referred to above, will be instructed at time of sign-off to report the next day at any time between eight (8) and ten (10) hours after sign-off time, and will be guaranteed the earnings of his/her Board Mark-up as outlined in Article 2, Section 1 or 2, providing he/she has complied with the provisions of Subsections (d) through (h) below.

Example: An Extra Board Operator is marked up for an assignment that signs on at 1:00 P.M. and off at 9:30 P.M. and on the next day's mark-up is due to report at 6:30 A.M. On the first day he/she experiences a delay which results in his/her signing off that day at 11:00 P.M., he/she will be brought back the succeeding day and time between eight (8) and ten (10) hours and will be guaranteed the earnings of his/her Board Mark-Up.

- (c) Extra Board employees marked up originally on the Extra Board for a shine report of 1:00 P.M. or later and who so reports for duty in accordance therewith, will be considered to be available for duty for a period of nine (9) hours. If the Operator violates, he/she will be brought back after eight (8) hours rest and will be signed off that day at the time he/she was previously scheduled except for delays to service in connection with his/her P.M. assignments, and his/her earnings for that day will be preserved. Nothing herein will affect the option of the District to relieve the Operator prior to violation in order to have him/her available for his/her next day's regular Board Mark-Up.
- (d) If an Operator is late signing off and will not have the eight (8) hours rest referred to in Section 11 of this Article, he/she will complete a special late sign-off slip entitled, "Late-Sign-Off - Insufficient Rest". This slip will be given to the Division Dispatcher at the time the Operator makes his/her turn-in.
- (e) In the event the Operator is assigned to a Terminal Division or an Auxiliary Division and will not have the eight (8) hours rest referred to above, he/she will be required to report by telephone to his/her Home Division at the District's expense.
- (f) Failure on the part of the Operator to report this late sign-off, in the above referred to manner, may result in his/her being held off his/her assignment until at least the eight (8) hour rest referred to above is completed. This will be done without penalty to the District. This in no way affects the basic daily guarantee as shown in Article 2.
- (g) It will be the responsibility of the Division Dispatcher on duty, upon receipt of this slip, or telephone call, as referred to above, to advise the Operator of this sign-on time as shown in Section 11 of this Article.
- (h) Failure of the Division Dispatcher to notify the Operator of his/her revised sign-on time will result in the Operator reporting for duty eight (8) hours and one (1) minute after sign-off time and he/she will be guaranteed the hours of this assignment and will be signed off at the time he/she was previously scheduled except for delays to service in connection with his/her P.M. assignment.

SECTION 13 PADDLE BOARDS

The District shall provide Operators with paddle boards for scheduled work that is on a recurring basis. The paddle boards shall include pull-outs and pull-ins locations and times, and time points. The District will also endeavor to make available information sheets, whenever practical, that are descriptive of routes of lines, special operating conditions, and other miscellaneous information. The District will make available to Operators in all Divisions throw-away type sheets showing location of restroom facilities on each line. This sheet will be revised whenever necessary.

SECTION 14. WORK RUNS - RECOVERY TIME

It shall be the policy of the District to schedule the recovery time as listed below:

- (a) The District will provide recovery time by trip of at least six (6) minutes or ten percent (10%) whichever is greater for all regular and relief work runs.
- (b) At least eighty-five percent (85%) of all weekday regular straight runs (except owl runs) will have scheduled in them at least one recovery time period, of a minimum of fifteen (15) minutes. At least fifty percent (50%) of the regular straight runs on Saturdays, Sundays, Holidays and owl runs will have scheduled a minimum fifteen (15) minute recovery time period. These percentages will be computed on a systemwide basis.
- (c) If there are instances where these recovery times are scheduled, yet not generally realized (i.e., more than sixty percent (60%) of the time), the UTU may invoke a corrective procedure, as follows:

The Operator or the Union will provide a written account of the specific problem, including the number of recovery times shorter than the schedule minimums during a two (2) week period, and the specific trips and drivers involved to respective Division Management. Division Management will upon review forward the specific information to the Scheduling Department for action. The Scheduling Department will then verify the account with independent time checks. It will notify the UTU and Division Management of its findings. If corrective action is warranted, the notification will specify when the correction will go into effect.

If a schedule correction can be made through a minor schedule change, it will be made in three weeks or less. If a major schedule change is required, the correction will be implemented within sixty (60) day unless the District is required to have Los Angeles County Transportation Commission (LACTC) and/or District Board approval and public hearings to adopt such major change(s).

A minor change is a schedule change that does not require workruns to be rebid. It is understood that Management's decision will not be subject to the provisions of Article 26.

ARTICLE 5

TRAVEL TIME - DEADHEAD

SECTION 1. TRAVEL TIME ALLOWANCES

The travel time allowances will be paid to Operators when required to travel between Division and relief points, and/or relief points and Divisions and/or between two relief points.

SECTION 2. COMPUTATION TRAVEL TIME

Travel time allowances shall be based on the following formula for all lines except those shown in Section 3. The basic travel time allowances between Division and relief points will be as follows:

- (a) The walking distance from a Division to the relief point based on a walking rate of two and three-quarters ($2\frac{3}{4}$) miles per hour.

The maximum walking time shall be seventeen (17) minutes, except at Division 12 where present reliefs are being made. The walking time will be agreed upon between the District and the Local Chairman.

- (b) When (a) is not applicable, the travel time allowance will be the sum of the following items:

- (1) The walking distance from a Division to a line of travel based on the walking rate of two and three-quarters ($2\frac{3}{4}$) miles per hour.
- (2) One-half ($\frac{1}{2}$) of the weekday base headway of the line when travel on the line is necessary. In the event an Operator must use two or more lines while traveling, he/she will receive one-half ($\frac{1}{2}$) of the weekday base headway of the first line and the full weekday base headway on the additional lines used. It is understood that this computation will be made either on the going or return travel movement whichever is greater, and such allowance used on movements in both directions. If the total of the base headways results in an excess of one-half ($\frac{1}{2}$) minute or more, the allowance will be the next higher minute, if the excess is less than one-half ($\frac{1}{2}$) minute it will be dropped.

- (3) Scheduled weekdays base running time.
- (4) On Saturdays, the Saturday base running times and one-half ($\frac{1}{2}$) or full Saturday base headway will be used, and on Sundays, the Sunday base running times and one-half ($\frac{1}{2}$) or full Sunday base headway will be used when applicable.

SECTION 3. EXCEPTIONS TO SECTION 2

On Lines 33 (at Avalon and "D" Streets), 814, 428, 829, 800, 860, 496, 423, 420, 440, 432 and 86, Operators will be paid travel time allowances for scheduled time from Divisions to relief points, or relief points to Divisions. This allowance shall include walking time formula and scheduled running time. Operators' assignments and/or information sheets will show the scheduled vehicles and times that the Operators should use for traveling. Consideration will be given by the District to the addition of other Lines to this exception.

SECTION 4. THE USE OF DISTRICT BUSES OR AUTOMOBILES FOR TRAVELING

Whenever it is deemed advisable by the District, District equipment (buses or automobiles) may be furnished to Operators to travel between Divisions and relief points, between relief points and Divisions, or between two (2) relief points, in lieu of traveling on District scheduled equipment.

Reliefs from Division 2 at 16th & Maple; 16 & Main, 18th & Figueroa; 15th & Olive; 11th & Olive; from Division 5 on Line 5; from Division 1 on Line 92; and from Division 12 on Line 841, will be made by using District equipment. Reliefs from Division 7 on Line 89 at Santa Monica & Fairfax will be made by using District equipment when Saturday and Sunday schedules are operated.

Travel time allowances for the use of District automobiles or buses will be based on required time and will be agreed to by the District and the Local Chairman.

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Travel time allowances for the use of District automobiles or buses will be based on required time and will be agreed to by the District and the Local Chairman.

SECTION 5. HOME DIVISIONS

- (a) The Home Division of Operators will be the location where their assignments start and finish, it being understood that such starting and finishing locations will be restricted to the Home Divisions designated in this Article. In all cases, Operators will be returned to starting locations at the completion of their assignments or portions thereof, or shall be paid arbitrary travel time allowances to return them to their Home Division.
- (b) The following are established as Home Divisions. Additional Home Divisions shall be designated, established or closed by the District with the understanding that the Union will be notified sufficiently in advance of such action, to allow the negotiation of proper deadhead or travel time allowances.

<u>DIVISION</u>		<u>LOCATION</u>
1	1130 E.	6th Street, Los Angeles
2	720 E.	15th Street, Los Angeles
3	630 W.	Avenue 28, Los Angeles
5	5425 S.	Van Ness Avenue, Los Angeles
6	100	Sunset Avenue, Venice
7	8800	Santa Monica, West Hollywood
8	9201	Canoga Avenue, Chatsworth
9	3449	Santa Anita Avenue, El Monte
10	742 N.	Mission Road, Los Angeles
12	970	Chester Place, Long Beach
15	11900	Branford Street, Sun Valley
16	1551 E.	Mission Boulevard, Pomona
18	450 W.	Griffith Street, Carson

SECTION 6. EXCEPTION TO APPLICATION OF TRAVEL TIME

Travel time will not be paid under the following conditions:

- (a) Traveling in exercise of seniority choice to take assignment, voluntarily transferring between Divisions, transferring under the requirements of the provisions of Article 12, Section 2(b) (1) and (b) (2), or for the purpose of making a bid at a Shake-up.
- (b) Operators hired at the Employment Division and sent to the Instruction Division or to another Division to enter service.
- (c) Operators relieved at their own request, except on account of sickness or injury, before the completion of a day's work.
- (d) Operators traveling to take over their own assignment after miss-out.

SECTION 7. TRAVEL TIME FOR OPERATOR RELEASED AT OUTSIDE LOCATIONS

Operators placing themselves in position for service at an outside point instead of traveling on scheduled District vehicles shall be allowed the same travel time allowances provided in this Article. Where combination of service and travel time or other service conditions are involved, Operators so instructed may be required to travel or perform service on District vehicles.

SECTION 8. PAYMENT OF TRAVEL TIME

Travel time will be considered as work time and subject to overtime rates, when applicable.

SECTION 9. DEADHEAD ALLOWANCES

The deadhead allowances will be paid to Operators when required to deadhead between Divisions, Auxiliary Divisions, Terminal Divisions, and/or storage lots.

SECTION 10. COMPUTATION OF DEADHEADING

Deadhead time will be the actual time required in deadheading between locations. Recurring deadhead allowances will be established and will be included in Operator's work runs and assignments. Deadheading may be required on District scheduled vehicles or by the use of District's buses or automobiles. Present allowances for deadheading between outside locations will be continued as now in effect and future allowances will be agreed to by Local Chairman and the Superintendent of Schedules on a fair and equitable basis.

SECTION 11. EXCEPTIONS TO THE APPLICATION OF DEADHEADING

The same exceptions as contained in Section 6 of this Article will apply to deadheading.

SECTION 12. PAYMENT OF DEADHEAD

Deadhead time will be considered as work time and subject to overtime rates, when applicable.

SECTION 13. OVERNIGHT DEADHEADING

Overnight deadheading, when service is used in any one-way movement, will not be coupled with service assignment, but will be paid for as a separate allowance on a flat basis of four (4) hours at straight time applicable rate with an additional allowance of two (2) hours at straight time applicable rate when overnight deadheading is between a point west of Pomona and a point of east of Pomona.

SECTION 14. EXCEPTION TO MISSTOUT WHEN TRAVELING DEADHEADING

In the event an Operator is delayed in reaching the relief point when his/her arbitrary allowance applied and this delay is due to a vehicle being late that would have enabled him/her to arrive at relief point on time, he/she will not be charged with a misstout and will be entitled to pick up his/her run and will be paid the hours of his/her assignment. However, it will be the responsibility of the Operator involved to reasonably substantiate the fact of the delay by securing, subsequently, a written statement from the Operator operating the delayed bus. This is applicable only when the headway on the line is fifteen (15) minutes or more; or the delay to service on the line is fifteen (15) minutes or more.

ARTICLE 6

TIME FOR TURNING IN AND SECURING SUPPLIES

SECTION 1. TURNING IN AT HOME DIVISIONS

Operators working out of Divisions where cashier facilities are available will make turn-ins and draw supplies, as required, at the Home Division and shall be paid ten (10) minutes straight time at their applicable rate of pay for the turn-in of each day's receipts.

SECTION 2. TURNING IN AT AUXILIARY OR TERMINAL DIVISIONS

Operators working out of Divisions or Terminals where facilities are not available will make their turn-ins at indicated Divisions or Terminals while on duty and will not be paid turn-in time.

SECTION 3. TURNING IN ON PREMIUM TIME

When premium time is involved, turn-in may be absorbed in the premium time when such premium time is paid at the end of the Operator's day's work.

SECTION 4. MAKING TWO TURN-INS

Operators desiring to make more than one (1) turn-in in the course of a day's work will be allowed to make two (2) turn-ins in the course of a day's work with the understanding that they shall be paid only one (1) turn-in allowance as referred to in Section 1.

SECTION 5. RECEIPTS ON REQUEST

When receipts are requested by the Operators, they shall be presented to the Division Dispatcher who in turn will stamp the Operator's copy indicating date received.

SECTION 6. BAD ORDER FAREBOXES

When discrepancies of any kind are reported by Operators on a Miscellaneous Report regarding fareboxes, the Division Manager will have the box removed from the bus and checked.

ARTICLE 7

MANNING REVENUE EQUIPMENT

SECTION 1. NON-OPERATOR EXCEPTIONS

All revenue equipment of any type operated by the District will be manned by Operators who are qualified for such service, except that Mechanics qualified to operate said equipment may change off equipment in revenue service if no Extra Operators are available at the Division.

The provisions of this Article shall not be construed to prohibit Mechanics, or members of the supervisory forces, from operating revenue equipment in cases of emergency or on test trips, or for the purpose of instruction where such trips do not involve transferring equipment between garages, shops or Divisions. In cases of emergency, or when qualified Operators are not readily available, Mechanics may transfer equipment between shops, Divisions and Terminals.

SECTION 2. SUB-CONTRACTING AND PARA-TRANSIT

- (a) Nothing in this contract shall be deemed to preclude the District from contracting for service with common carriers of persons operating under a franchise or license for services, providing that no contracting shall take place unless there is insufficient equipment, or there are insufficient operators to perform said service, and provided further that said contracting shall not adversely affect the existing employees of the District.
- (b) Nothing in this contract shall prohibit the District from becoming an "umbrella" agency with responsibility for administering, regulating, and contracting with respect to Para-Transit Programs.
- (c) At no time during the term of this contract or any extension thereof between the District and Union will the District reduce its hiring of new employees covered by said contract as the result of the inclusion of sub-contracting of Para-Transit Programs.
- (d) The District's participation in subcontracting or Para-Transit Programs shall not adversely affect any of the District's employees covered by this Agreement.
- (e) No Para-Transit equipment shall, during the term of this contract, be stored, serviced, repaired or maintained on any District property where District revenue equipment is stored.

ARTICLE 8

QUALIFICATIONS

SECTION 1. RAIL SERVICE

It is understood and agreed that at the present time the District is not providing rail service. Accordingly, the parties have agreed to delete from the present collective bargaining agreement any applicable provisions or references to rail service as provided for in Article 1, Section 3; Article 1, Section 7; Article 8; Article 15; Section 1; Article 20; Article 21; Article 23; Article 25 and Article 37, Section 2 of the Agreement which was effective June 1, 1979.

The District and the Union agree to utilize any Articles of the 1979-82 agreement between the District and the Union referred in paragraph 1 of the Article which continue to be applicable in this process as well as establishing any new provisions which may be required.

SECTION 2. DIVISION QUALIFICATIONS

- (a) Extra Operators will be required to qualify, when eligible, for the different lines and classes of work filled at the Division to which assigned.
- (b) Newly employed Student Operators who have completed at least twelve (12) days of training may be assigned to a regular assignment that is open for bid while he completes the balance of his/her Division qualifications. This assignment will continue to be posted for weekly bid. The Operator so assigned must complete the Division qualifications within forty (40) days from the day he/she is assigned to the unbid assignment. This qualifying will be done on the Operator's off time, and will be compensated for under the provisions of Section 4 of this Article. If the Division qualifications are not completed within the forty (40) day period, the Operator will be removed from the regular assignment and will revert to the status of a Student until Division qualifications are completed. After completion of qualifications, his/her position at the Division will be determined by applicable rules of the Contract.

SECTION 3. STANDARD OF EFFICIENCY ESTABLISHED
BY THE DISTRICT

The District shall have the right to establish and require such tests and standards of efficiency as it may deem necessary to satisfy itself of the competency of the employee for the desired position in order to fully provide for the safety of operation of its equipment, subject to provisions of this Contract and the applicable Safety Regulations of the California Highway Patrol or any other safety regulations provided by California Law.

SECTION 4. PAY FOR QUALIFYING

Pay for qualifying on forced changes only and Division Shake-Ups. Two (2) Division Shake-Ups each year in the months of June and December. Bidding on system vacancies shall be held during the months of March and September.

Except that newly employed Operators shall be paid at a rate indicated in Article 1 for Trainee time worked until assigned to actual service. Operators actually assigned to service shall be compensated for time spent obtaining additional qualifications in accordance with the following rules:

- (a) Where such Operators are obtaining necessary added qualifications as a result of the following: Division Shake-Up, equalization of manpower, changes in operation, or as covered by Section 2(b) of this Article, they shall be compensated as follows:
 - (1) Operators with one (1) or more years of seniority shall be paid at their straight time hourly rate for all time spent qualifying with no overtime provisions applying.
 - (2) Operators with less than one (1) year seniority shall be paid at the Trainee rate as shown in Article 1, Section 3, of this Contract. No overtime provisions apply to this payment.
 - (3) Qualifying time may be considered as a part of the day's work in instances where the Operator may perform actual service and spend certain time qualifying within the same day's work which is otherwise compensable as premium time.
- (b) Where Operators are directed by the District to transfer to another Division for temporary special assignments, such as extra service operated on New Year's Day, compensations for time required to qualify for such service as designated by the

Assistant Division Manager or other proper officials, will be allowed at the Operator's established rate of pay provided for in Article 1, including deadhead time to and from such Operator's Home Division.

Such qualifying done on holidays or on the Operator's bid days off, will be paid for under the provisions of Articles 3 and 44, respectively.

- (c) Operators qualifying in order to exercise their seniority for semi-annual system bidding or for the purpose of displacing, under the provisions of Article 9, Sections 3 and 5, will not be compensated for time so spent.

SECTION 5. HOME DIVISIONS - STUDENTS

Home terminal of Student for Student compensation purposes shall be the Divisions to which regularly assigned insofar as Line Instruction trips are concerned, and the headquarters of the Instruction Division when assigned as a Student for the purpose of class instruction or examinations.

SECTION 6. PROVIDING QUALIFIED OPERATORS ON EXTRA OPERATORS' LIST

When additional qualified Operators are needed for any class of service covered by Section 1 of this Article, at any Division in order to meet service requirements, a notice shall be posted for the attention of Extra Operators at such Division which shall state the class of service and the number of additional Operators needed. If sufficient number of Operators do not voluntarily qualify to fill such requirements, such need shall be filled by arbitrarily requiring eligible Operators on Extra Operators' list at that Division to qualify in reverse order of their seniority. If sufficient Operators are not obtained by the method herein outlined, additional Operators may be secured by transfer of Junior Operators from other Divisions and/or by increasing the Extra List by additional Operators to meet service requirements. The District otherwise reserves the right to increase Extra Operators' lists by employment of additional Operators as in its judgment the requirements of the service necessitate.

SECTION 7. QUALIFYING AGE LIMITS

- (a) When notices are issued by the District requesting applications from Operators to qualify in types of service set forth in Section 1 of this Article, such notices will not specify any age limit of applicant to govern their eligibility, and such applications may

be made without regard to age of applicant. Consideration by the District will be given to age of applicant, along with all other factors, but age alone will not be sufficient cause for rejection of an applicant to qualify for the particular type of service involved in such applications.

- (b) Selection of applicants will be made on basis of seniority, providing they have the necessary fitness, ability and aptitude for the particular type of work involved.
- (c) Applicants whose applications are rejected will be notified in writing the cause of such rejection.
- (d) When an Operator believes that his/her application has been unjustly rejected, he/she may appeal his/her case to the Director of Transportation within ten (10) days, either in person or through his/her representative. If the decision is not sustained, it will be set aside and the Operator will be permitted to attempt to qualify for the particular service involved in the application. If the decision is sustained by the Director of Transportation and further appeal is desired, the case may be appealed to the General Manager of the District or his/her designated representative, and such decision shall be considered final.
- (e) In cases where such appeals are made, it is understood and agreed that, where Operators are permitted to undertake to qualify in particular types of service as result of such appeal, no claims will be presented or considered for alleged loss of work attributable to delays involved by reason of deferred qualifications incident to such appeals and final decision of the District as to eligibility of applicants.

ARTICLE 9

CHOICE OF WORK ASSIGNMENTS

Seniority shall determine the order in which employees in all District Divisions, Auxiliary Divisions, and Terminal Divisions may select their work assignments. There shall be one (1) Departmental Seniority List of employees in all District Divisions, Auxiliary Divisions and Terminal Divisions. At each such Divisions there shall be established a Division Seniority List taken from the Departmental Seniority List. The Departmental and Division Seniority Lists shall determine the order in which such employees make their choice of work assignments, including biddable trippers.

The District shall determine the number of qualified Operators to work in each Division, Auxiliary Division or Terminal Division. The choice of work assignments shall be accomplished as follows:

SECTION 1. DIVISION SHAKE-UPS

- (a) Division Shake-Ups shall be effective during the months of June and December.
- (b) All schedules, including work runs, involved in such Division Shake-Ups, shall be posted at the Division at least seventy-two (72) hours before the start of bidding. The Operators on leave (other than Indefinite Leave) shall be given notice at their most recent address in the files of the District. In the event an Operator is to bid at a Division Shake-Up and it is known that he/she will not return to work before the effective date of the Shake-Up, he/she shall be transferred to Indefinite Leave and not permitted to bid. Upon his/her return he/she shall exercise his/her seniority in accordance with Article 9, Section 6, of the Contract. If an Operator is not present when it is his/her turn to bid and has not left a choice with the person designated to receive such a choice, an assignment shall be chosen for him/her by his/her Division Manager. The June Shake-Up shall be spread over a ten (10) day period and other Shake-Up shall be spread over a five (5) day period.

Operators changing assignments in a Division Shake-Up and who are not qualified for their new assignment, will be required to qualify on their time off and will be paid for such qualifying under the provisions of Article 8 Section 4(a).

- (c) When Division Shake-Ups are held in accordance with this Section, Divisions and all Terminal and Auxiliary Divisions controlled by a Division will take part in the Shake-Up. For example, a Division Shake-Up at Division 16 will include Riverside.

Whenever a Division Shake-Up is required by the District other than a regular Division Shake-Up, Operators shall be paid for time lost on any such additional Shake-Up.

SECTION 2. SCHEDULE CHANGES

Whenever work runs on any line are changed for a period of over five (5) consecutive work days, all new work runs will be placed for bid for Operators within that Division in accordance with the provisions of Section 3 of this Article.

In the event the change is of a duration of five (5) consecutive work days or less, the Operator will remain on the assignment and will receive not less than he/she would have been paid under the applicable provisions of this Contract as though the assignment had not been changed. Should any Operator be displaced from a work run through the operation of this Section, he/she will be allowed displacement privileges within the Division as covered by Section 5 of this Article. Any of the following shall constitute a change of schedules:

- (a) When the pay time on any run is affected to the extent of thirty (30) minutes or more.
- (b) When the spread time of any run is affected to the extent of thirty (30) minutes or more.
- (c) When the commencing or ending time of any run varies thirty (30) minutes or more.
- (d) When the day or days off of any run is changed.
- (e) A change in the number of a regular assignment or biddable tripper that is not changed to the extent shown above will not constitute a change of schedule that requires it to be posted for bid.
- (f) When a line is transferred from one Division to another Division, a number of Operators according to the number of runs and the required Extra Board Operators shall be permitted to transfer with the line. The Operators so transferred with that line shall be entitled to exercise full seniority at the Division to which they have transferred. In addition, there shall be a Division Shake-Up at the Division from which the line transferred and at the Division to which the line transferred.
- (g) In the event sufficient Operators do not elect to transfer with the line as referred to above, Operators will be taken from the bottom of the Division Seniority List and transferred with the line to the new Division.

- (h) In the event a regular assignment is changed before it can be advertised and bid, the Operator incumbent on that assignment may remain on same until the bidding cycle is completed or may, if he/she so desires, exercise immediate displacement as covered by Section 5 of this Article.
- (i) In the event a division closes or ceases to function as an operating division and the lines are transferred to other operating divisions (f) and (g) of this article will apply.

A senior operator who does not elect to transfer with the lines Transferred may exercise a system displacement, providing the required number of junior operators remain to be transferred with those lines involved.

Such displacements are limited to those operators not covered in the aforementioned Sections (f) and (g).

SECTION 3 - SEMI-ANNUAL BIDS

- a. Commencing with the effective date of the June, 1985, Division Shake-Up, assignments open for bid shall be posted for weekly bidding by Division every Sunday at 7:00 A.M. and bids shall be closed at 7:00 A.M. on the following Wednesday. During the months of March and September, all assignments open for bid shall be posted for system-wide bidding at 7:00 A.M. on a Sunday and bids will close at 7:00 A.M. on the following Wednesday. During the aforementioned bid periods, the successful bidders shall work his/her new assignment on the ensuing Sunday at the bid Division.

When a Division Shake-Up has been announced, there will be no weekly bidding during the two weeks prior to the Division Shake-Up. Operators bidding another assignment will not be permitted to bid on the assignment they have just vacated on the following bid except when the operator has lost his/her new assignment through no fault of his/her own.

- b. Regular assignments posted for seniority choice which are not bid in will be assigned to the Junior Operator working the extra board at the Division having jurisdiction over the regular assignment except as provided in Article 8, Section 2(b) and the assignment will continue to be posted for choice until bid in. Where there is more than one unfilled regular assignment, the Junior Extra Operators necessary to fill such assignments will be given preference in seniority order.
- c. Semi-Annual bids will be posted for choice at all Divisions as well as at auxiliary and/or terminal Divisions.

- d. Whenever new positions are created on the Extra Board due to the addition of newly hired operators, the days off created will be bid weekly along with hold downs at the Divisions.
- e. Failure to post such runs and trippers or open assignments will result in a penalty in accordance with the provisions of Article 12, Section 3 on the first day such assignment is worked by the Extra Board.
- f. Bid vacation and bonus holidays are subject to the provision of Section 12(a) of this Article.

SECTION 4. EXTRA BOARD SHAKE-UPS

- (a) Whenever it becomes necessary to change days off on the Extra Board, an Extra Board Shake-Up of days off will be held among the Extra Operators of the Division affected. It is understood that Extra Board Shake-Ups will be held no more frequently than every other week, except as indicated in Subsection (b) below.
- (b) Whenever it is necessary to equalize manpower by transferring Operators from the Home Division to the Terminal Division, as provided in Article 12, Section 1(b) (2), and Extra Board Shake-Up may be held, which may be in addition to the bi-weekly limitation indicated in Subsection (a) above.
- (c) Whenever it is necessary to equalize manpower by transferring Operators from the Terminal Division to the Home Division, an additional Shake-up shall not be held because of this transfer, instead days off will be assigned by the District to the Operator transferring, until such time as a Shake-Up is held as provided in Subsection (a) above.
- (d) In order to handle an Extra Board Shake-Up of days off, the following procedure will be used:
 - (1) Extra Board Operators at each Division will be requested to submit their choices on the prescribed form the seven (7)-days off combinations in order of their preference. These choices will remain in effect until such time as the Extra Board Operator elects to have them changed, which he/she may do at any time by completing a new form. At the time a Shake-Up has been announced, an Operator will have until 12:00 Noon Thursday to revise his/her form.
 - (2) Extra Board Shake-Ups will be effective on Sunday. Not later than 12:00 Noon Wednesday, prior to the effective

date of the Extra Board Shake-up, a Division notice will be posted announcing the change. The Shake-Up will close at 12:00 Noon Thursday, and the results posted not later than 3:00 P.M. the same day.

SECTION 5. EXERCISING DISPLACEMENT PRIVILEGE WITHIN THE DIVISION

- (a) An Operator displaced by a Senior Operator through operation of the provisions of this Article, or who is, for any reason, deprived of his/her regular assignment through no fault of his/her own, may, if qualified by the effective date, displace a Junior Operator on a regular assignment or the Extra Board, or an assignment as shown in Section 9(e). If qualifications are not obtained by effective date, Subsection (c) of this Section will apply. Such displacement must be made within twenty-four (24) hours from the time the Operator affected is notified of the fact he/she has lost his/her assignment. This twenty-four (24) hours is exclusive of time absent from work due to regular day off, holiday, vacation or illness. The District will notify Operators of their loss of assignment as promptly as is practicable.

It will be the policy of the District to have, whenever possible, all new work runs become effective on a Sunday and they will be advertised for bids in the preceding bid cycle as outlined in Section 4 of this Article. An Operator whose run is changed to the extent that it is posted for bid, may, if he/she so elects, bid on the assignment posted for choice, and if he/she is unsuccessful in securing an assignment, exercise his/her displacement as shown above. In this event, he/she may not displace on an assignment which was posted for bid in this bidding cycle on which he/she did not bid, except where the Operator has lost his/her new assignment through no fault of his/her own. It will be the mutual aim of both parties to this Contract to have displacements become effective on Sunday whenever possible.

- (1) In the event the Operator chooses to displace another Operator on a regular assignment, said displacement will become effective with the day he/she loses his/her assignment or when the Extra Board is again posted, whichever is later.
- (2) In the event the Operator chooses to displace on the Extra Board, he/she will be placed at the bottom of the Extra Board and assigned the days off of his/her choice providing there are Extra Operators of lesser seniority holding the same days off. The Operator must be fully qualified for all service filled off the Extra Board at the Division. This displacement will become effective with the day he/she loses his/her assignment or when

the Extra Board is again posted, whichever is later. An Operator who has been displaced may displace on the Extra Board even if there is no Operator junior to him/her on the Board. He/she will be assigned days off until an Extra Board Shake-Up is held.

- (b) If a Regular Operator is not notified of displacement in sufficient time for him/her to make displacement prior to mark-up of crew board, he/she shall be given the closest assignment he/she lost for which he/she is qualified. It is understood that the use of such Operators will not constitute the basis of a claim for a run around by an Extra Operator on the Extra Board. In the event an Operator is placed on an assignment that signs on before the assignment he/she was displaced from and he/she is not notified of the change before reporting for work and therefore reports too late to start the different assignment, he/she will not be charged with a missout. He/she will be placed on the assignment at the first opportunity and will be guaranteed the basic day of a Regular or Extra Operator, whichever is applicable to his/her assignment.
- (c) Operators not exercising their displacement within the twenty-four (24) hour period referred to above, or who have not completed their qualifications by the effective date of the displacement, will be withheld from duty until the above and been completed.
- (d) Biddable trippers are subject to the displacement procedure outlined above except when an Operator is returning to work under the provisions of Section 9 of this Article. A Biddable tripper that is changed for fifteen (15) minutes or more for more than five (5) days will be subject to the displacement procedure.

SECTION 6. BIDDING OF BIDDABLE TRIPPERS

A Regular Operator may bid a biddable tripper to be worked either before or after his/her regular work run, providing there is no violation of hours of service or driving time regulations. It is understood that a Regular Operator may bid only one (1) biddable tripper each work day. An Operator will not be allowed to bid a tripper in a different Division from where he/she has bid and work his/her regular assignment. However, this does not prevent an Operator from bidding and working assignments in the Traffic Loader's Department in conjunction with his/her regular assignment.

Regular Operators bidding biddable trippers must work their biddable tripper every day that they are available to do so. This does not mean that a Regular Operator is required to work his/her biddable tripper on his/her regular day or days off.

Regular Operators bidding Race Track runs having non-race days off with a daily except Saturday and Sunday biddable tripper, will be awarded the biddable tripper Monday through Friday. In the following bi-weekly bid, the biddable tripper will be posted for bid indicating "MONDAY ONLY NON-RACE DAYS".

SECTION 7. RELINQUISHMENT OF REGULAR AND BIDDABLE TRIPPERS

- (a) A Regular Operator may give written notice to the Division Manager prior to 12:01 P.M. Friday to relinquish a regular assignment providing there is an Operator junior to him/her on the Extra Board, in which case, the vacancy thus created shall be included on the following week's notice setting forth vacancies subject to seniority choice as provided in Section 3 of this Article. Operator shall hold his/her regular assignment until processes of bulletin for choice have been followed and thereafter, to and including the day immediately preceding the day designated for successful bidders to be placed on the selected assignments and will thereafter take his/her position on the Extra Board. Any Regular Operator choosing to go to the Extra Board at that Division, must have been fully qualified for all service filled off the Extra Board at that Division. In the event a new line or route has been added since he/she was qualified, he/she will be permitted to go to the Extra Board, with the understanding he/she must complete these qualifications without compensation on his/her off duty time. In the event he/she fails to complete his/her qualifications before his/her assignment to the Extra Board, he/she will be withheld until he/she completes his/her qualifications. The Operator going to the Extra Board will be required to take whatever days off are assigned to him/her on the Extra Board and will be required to keep those days off until such time as he/she may exercise his/her seniority.
- (b) In the event the regular assignment vacated is not bid in, the Junior Operator on the Extra Board will be assigned to the regular assignment just vacated. The regular assignment to which Junior Operator was forced will continue to be posted for seniority choice until bid in.
- (c) In the event a Junior Operator (junior to the Operator forced to the regular assignment) is subsequently placed on the Extra Board at the Division involved, the Operator forced to the regular assignment may require said Junior Operator to replace him/her on the regular assignment and Operator on the regular assignment thereafter will revert to the Extra Board taking the days off held by said Junior Operator. The assigned Operator shall have until 11:00 A.M. the day following (exclusive of his/her off days) the assignment of a Junior Operator to the

Extra Board to require the Junior Operator to replace him/her. A notation will be made on the Extra Board the day the Junior Operator is first assigned, indicating, in red, "added - seniority date". Failure to require the Junior Operator to replace him/her on the regular assignment, the Operator forced to the regular assignment will thereafter be required to retain the assignment in the same manner as though he had submitted bid thereon, and assignment will no longer be posted for seniority choice. Where there is more than one (1) Operator holding regular assignments assigned in the manner herein outlined, the Senior Operator so assigned will be given first choice in displacing Junior Operators on the Extra Board.

- (d) Change or cancellation of biddable tripper shall not constitute change in regular assignment. Any change of fifteen (15) minutes or more on a biddable tripper will require its being put up for weekly bid.
- (e) Biddable trippers which have been bid in by Regular Operators may be relinquished by giving the Division Manager written notice in the same manner required for relinquishment of regular assignments and the Operator will hold such biddable tripper through cycle of bid as provided for in this Article.
- (f) If a Regular Operator holding a biddable tripper changes his/her regular assignment in the bi-weekly bid, he/she will be permitted to keep his/her biddable tripper on those days he/she is available, after giving notice to his/her Division Manager prior to 3:00 P.M. on the Friday before the effective date of his/her new assignment.

In the event an Operator loses his/her regular assignment through no fault of his/her own, and is exercising a displacement privilege, as outline in Section 5 of this Article, and he/she wishes to retain his/her biddable tripper, such desire must be given to his/her Division Manager at the time he/she places his/her bump on a regular assignment.

It is understood that there must not be any violation of hours of service or driving time regulations involved in the retention of the biddable tripper.

If the Regular Operator does not desire to retain his/her biddable tripper, the tripper will be posted for seniority choice.

SECTION 8. ADVERTISING ASSIGNMENTS ON ACCOUNT
OF VACANCY OVER 30 DAYS

Regular assignments and biddable trippers that are vacant over thirty (30) days, exclusive of vacation time, on account of Operators laying off such assignments will be advertised for choice on the bi-weekly bid.

SECTION 9. RETURN FROM LEAVE

Effective December 26, 1982, the following will govern return from leave.

- (a) An Operator returning from leave of absence of thirty (30) days or less will return to his/her assignment.
- (b) An Operator returning from a leave of absence of fewer than ninety (90) days will be entitled to the displacement privileges of Section 5 of this Article, within his/her Division.
- (c) An Operator returning from a leave of absence of ninety (90) days or more may exercise a displacement as covered by Section 5 of this Article at the Division of his choice.
- (d) It is understood that the displacement under the conditions set forth in (a), (b) and (c) above are available to both Regular and Extra Operators.
- (e) An Operator returning from leave of absence of over thirty (30) days may displace on an open run. If the Operator displaces prior to 7:00 A.M. on Wednesday, he/she must also place a bid on the assignment. In the event he/she is unsuccessful in obtaining the run or any other run that he/she bid on he/she must displace again for the following Sunday.

If he/she displace after 7:00 A.M., Wednesday, and the run does not go up for bid until the following Sunday, he/she must also bid on the run in the bi-weekly bids posted for choice on the following Sunday. If the run was advertised for bid and awarded, he/she may only bump on that run if the successful bidder has less seniority than he/she does, in this case, he/she owns the run from that time including the effective date of the bid and the displaced Operator is allowed an open bump or may remain on his/her present assignment. In the latter case, his/her assignment would not be advertised for bid.

SECTION 10. SPECIAL CONSIDERATION

Special consideration will be given individual cases of Operators for exemption from the provisions of Article 12 according to conditions, and such cases will be disposed of by negotiations between the District and the Local Chairman. Operators granted special consideration under this Section will retain all rights to Health and Welfare and Pensions as provided in this Contract. The decision of the General Chairman and the Director of Transportation will be final in such matters.

SECTION 11 HOLD-DOWN

- (a) Hold-Down runs and trippers will be posted weekly, posting on Sunday by 7:00 A.M. and closing the following Wednesday by 7:00 A.M. The Hold-Downs will be posted on a separate form when placed up for bid in the Divisions.
- (b) Any foreseen vacancies of regular Operators except illnesses or injuries of one (1) week or more duration will be advertised for Hold-Down choice, to be bid by the Extra Board Operators only.
- (c) The regular Bid Form 32-98 should be used to bid Hold-Downs. The Hold-Down bid should be listed in order of choice along with a tripper, if any, by the Extra Board Operator bidding the assignment. The Extra Board Operator should indicate "Hold-Down" on the 32-98 Form by adding "HD" after the work run number.
- (d) When a regular Operator's assignment is posted for Hold-Down, the entire assignment (run and tripper) must be posted and bid as one assignment.
- (e) A regular Operator going on the Extra Board shall be allowed to bid a Hold-Down commencing the effective date he/she would be placed on the Extra Board.
- (f) An Extra Board Operator who had bid a Hold-Down may bid another Hold-Down before the completion of the Hold-Down he/she is presently working.
- (g) Junior Extra Board Operators assigned to an open regular run may not bid a Hold-Down during the assignment of that run. A Junior Extra Board Operator assigned to an open run may displace a junior Operator added to the Extra Board for the duration of that assignment. It will be the responsibility of the junior Operator assigned to an open run to check the Extra Board daily for junior Operators placed on the Extra Board. Displacement must be made in accordance with Article 9, Section 7(c) of the Contract.

- (h) After posting the results of the Hold-Down bids on Wednesday by 11:00 A.M., should there be new assignments open due to the bid closing at 7:00 A.M. on Wednesday, those assignments would be posted immediately for bidding and will close by 7:00 A.M. on the following Friday.
 - (1) When an Extra Board Operator working a Hold-Down successfully bids a new assignment but who has one or more weeks remaining in the Hold-Down the remaining weeks must be posted for Hold-Down choice.
 - (2) An Extra Board Operator successfully bidding a Hold-Down but who is scheduled to go on vacation during this period will work the weeks on the Hold-Down that he/she is available and the remaining weeks must be posted for Hold-Down choice.
- (i) When a regular Operator whose assignment is being worked on Hold-Down, successfully bids another assignment while time remains on his/her vacation, the Extra Board Operator working the Hold-Down will work the assignment until a successful bidder bids the assignment and then the Extra Board Operator will revert to the Extra Board.
- (j) Operators who successfully bid a Hold-Down cannot be bumped by senior Operators. Displacement will be allowed only when an Operator whose assignment the Extra Board is working has been bumped. The Extra Board Operator will retain the days off of the Hold-Down until the end of the week and then revert to his/her regular days off effective Sunday. Should the Division be unable to notify the Operator of the bump, he/she will be placed on the Extra Board under the status of a regular Operator for that day and shown as "Bumped and not Notified".
- (k) Operators working Hold-Downs who desire to work on their day(s) off must submit a new VCB slip(s) to be effective only during the time of that Hold-Down. Operators will be called back in accordance with Article 13; Section 8 (b).
 - (1) The successful bidder of a Hold-Down shall be allowed deadhead from Division point to location of assignment to begin service and return deadhead the last day of assignment, provided, however, that if he/she fails to perform service on the selected assignment for three (3) days except for causes beyond his/her control, upon return to the Division the Operator will not be paid for deadhead allowance.

SECTION 12. HARDSHIP CASES

- (a) Should extenuating circumstances develop, a full-time Operator may submit a Miscellaneous request, to transfer to another Division giving full particulars and reasons for request, to the Director of Transportation, with a copy to the General Chairman. No transfer will be allowed except by agreement between the Director of Transportation and the General Chairman.

An Operator moving from one Division to another under this Section and who has bid a vacation period or bonus holidays will not take that vacation period or holidays with him/her. The District will, in its letter advising the Operator of his/her transfer, advise him/her of this loss of bid vacation period and holidays and to contact the Division Manager and Local Chairman for picking of a new vacation period and bonus holidays.

In addition to those requests for transfer as outlined above, employees already in the employ of the District will be given consideration for transfer prior to the hire of new employees to fill the need at a specific location.

- (b) Operators and/or employees covered by this Contract who become physically incapacitated and who have been restricted from operating motor coaches or any other revenue equipment will be placed in other employment in the following manner:
- (1) Should any restricted Operator fail to pass a physical examination to return to work as motor coach Operator, and the physical ailment involves a heart or vascular condition, he/she shall be allowed to take the physical examination by a licensed medical examiner selected by the parties.
 - (2) If the physical condition permits, he/she shall be permitted to exercise his/her seniority in the Traffic Loader's Department as shown in Article 28, Section 1(i), (1)(b) of this Contract.
 - (3) Should the restricted Operator not be recommended for motor coach or any other revenue equipment and/or any other type of employment covered by the Labor Contract between the parties, he/she shall be given consideration, subject to qualification and the seniority provisions of the other labor agreements in existence at the District, for any open positions of a sedentary nature. These restricted Operators will be considered before someone is employed from outside the District. The restricted employee must have on file in the Personnel Department a request for such work in order to receive consideration.

Qualifications for other type of employment will be determined by the District.

- (4) Selection of application will be made on the basis of seniority, providing they have the necessary fitness, ability and aptitude for the particular type of work involved.
- (5) When an Operator believes that his/her application has been unjustly rejected, he may appeal his/her case to the Director of Transportation within ten (10) days, either in person or through his/her representative. If the decision is not sustained, it will be set aside and the Operator will be permitted to attempt to qualify for the particular work involved. If the decision is sustained by the Director of Transportation and further appeal is desired, the case may be appealed to the General Manager of the District or his/her designated representative, and such decision shall be considered final.
- (6) Should there be no sedentary employment available for which the Operators are or can qualify, they shall be placed on sick leave and their seniority protected in accordance with Article 31 of this Contract. Operators and/or employees covered by this Section may, at their option, take their disability retirement, if qualified.
- (7) All forced hardships will be honored before Operators with less seniority can be considered.

SECTION 13. SCHEDULING DEPARTMENT CHOICE OF WORK GROUP POSITIONS

- (a) Roster 1 and Roster 3 seniority shall determine the order in which employees may select their work group positions.
- (b) Shake-ups for choice of work group positions shall be held twice a year. Hardship cases will be considered by management.
- (c) Open positions within a group will be posted for seniority choice.
- (d) If an employee is not present when it is his/her turn to bid and has not left a choice with the person designated to receive such a choice, a position shall be chosen for him/her by his/her department manager.

Work group positions when posted for bid will also show the working hours and days off along with the position that is bid.

- (e) The work group will consist of job classifications determined by management.

SECTION 14. SCHEDULING DEPARTMENT WORK LOCATION

The present location of the Schedule Department is 425 South Main Street.

The District will make every effort to keep the Schedule Department employees as a group in one single work location. If future changes of this status occurs, the District will give the union sixty (60) days notice of work location change.

SECTION 15. SCHEDULING DEPARTMENT SENIORITY

A. SENIORITY DATE, RANK, AND RIGHTS

Schedule Maker I's and II's will be covered by one or more of the following rosters.

Roster 1 lists Schedule Maker II's in the order of the date they made Schedule Maker II.

Roster 2 lists Schedule Maker II's in the order of the date they made Schedule Maker I (Assistant Schedule Maker).

Roster 3 lists Schedule Maker I's in the order of the date they made Schedule Maker I (Assistant Schedule Maker).

Roster 4 lists both Schedule Maker I's and II's in the order of their Department seniority.

Roster 5 lists both Schedule Maker I's and II's in the order of their District seniority.

Schedule Maker I and II rights to preference of assignments which are subject to seniority choice are governed by their Roster 1 or 3 seniority rank.

B. SENIORITY ROSTERS

The seniority rosters corrected to the date of issue will be issued one (1) time per year. The seniority rosters issued will be Roster 1 and Roster 3.

The seniority roster will be posted and will be subject to protest for a period of thirty (30) days from the date of posting. Upon presentation of proof of error by a Schedule Maker or the Union within such thirty (30) day period, such error will be corrected.

If no protest is made by a Schedule Maker within the thirty (30) days after the date his/her name first appears on the seniority roster, such date will be considered his/her correct seniority date and will not be subject to further protest, except for typographical errors. Otherwise, no change in the seniority roster will thereafter be made, except by agreement between the District and the United Transportation Union.

C. SENIORITY ON ACQUIRED PROPERTIES

Seniority rights of employees who are transferred to the District in an occupation within the wage section of the Contract from properties acquired in whole or in part by the District shall be governed by appropriate agreement between the District and the United Transportation Union.

D. CONTINUATION OF SENIORITY AFTER APPOINTMENT TO NON-CONTRACT POSITION

When a Schedule Maker II or I accepts a non-contract position he/she may maintain seniority in the UTU by continuing to pay union dues. The employee has ninety (90) days after the acceptance of a non-contract position to decide whether to remain in non-contract or return to the Schedule Maker II or I position.

After ninety (90) days the employee may make an application to return to a Schedule Maker II or I position. If an opening exists he/she will be immediately considered for the position. If there are no openings he/she will be considered for the next available opening.

If more than one (1) year has passed since the employee has held a Schedule Maker II or I position he/she will be required to pass the applicable test before being considered for the position. The test results will be effective for one (1) year.

E. SENIORITY ROSTER RANKING

If two (2) or more employees are appointed to Schedule Maker II or I on the same date the seniority order shall be determined as follows.

In the event that two (2) or more employees are appointed to Schedule Maker II on the same date they shall be placed in the order, immediately following the last person on Roster I, that they are positioned on Roster 3.

In the event that two (2) or more employees are appointed to Schedule Maker I on the same date, they shall be placed in the order that they were hired into the Schedules Department and if they were hired into the Schedules Department at the same time, then they shall be placed in the order of the date and time they passed their pre-employment physical examination.

ARTICLE 10

EXTRA OPERATORS

SECTION 1. WAITING - SHOW-UP - HELD FOR DUTY TIME

Waiting time, show-up time or time Operators are held for duty will be paid for at the motor coach rate set forth in Article 1. If released without performing additional service that day, the minimum daily guarantee of eight (8) hours' pay time, as provided in Article 2, will apply. Any additional service performed that day will be combined with waiting time, show-up time, or time Operators are held for duty, and paid for at motor coach rate of pay, with a minimum of eight (8) hours' pay time for the day's work except as provided in Article 2, Section 5.

SECTION 2. CONSECUTIVE DAYS OFF

Extra Operators will have scheduled two (2) consecutive days off each seven (7) day work week.

SECTION 3. REDUCTION IN WEEKLY GUARANTEE

In computing the Extra Operator's guarantee, as provided in Article 2, the weekly guarantee will be reduced one eight (8) hour day for each day during periods that it is impossible to perform service due to Acts of Providence or causes beyond the control of the District.

ARTICLE 11

CREW BOARDS

SECTION 1. LOCATION OF CREW BOARDS

- (a) Crew Boards designating the assignments of Regular and Extra Operators may be operated at the following Division points:

<u>DIVISION</u>			<u>LOCATION</u>
1	1130	E.	6th Street, Los Angeles (Includes Santa Ana)
2	720	E.	15th Street, Los Angeles
3	630	W.	Avenue 28, Los Angeles
5	5425	S.	Van Ness Avenue, Los Angeles
6	100		Sunset Avenue, Venice
7	8800		Santa Monica, West Hollywood
8	9201		Canoga Avenue, Chatsworth
9	3449		Santa Anita Avenue, El Monte
10	720	N.	Mission Road, Los Angeles
12	970		Chester Place, Long Beach
15	11900		Branford Street, Sun Valley
16	1551	E.	Mission Blvd., Pomona
18	450	W.	Griffith Street, Carson

- (b) Additional Division points may be designated or established and Divisions may be closed by the District with the understanding that the Union shall be notified sufficiently in advance of such action to allow the negotiating of proper deadhead or travel time allowances or any other rules which might be necessary in connection therewith.

SECTION 2. LOCATION OF EXTRA BOARDS

Extra Boards will be operated at the Division points listed in Section 1 of this Article for Extra Operators and will be handled in the manner outlined under Article 12.

SECTION 3. AUXILIARY EXTRA LISTS

Auxiliary Extra Lists may be established by agreement between the District and the Union.

ARTICLE 12

EXTRA BOARDS

SECTION 1. TRADING EXTRA BOARD ASSIGNMENTS

Extra Operators marked up on Extra Board may, with the advance permission of the Division Manager, Assistant Division Manager or Division Dispatcher on duty, exchange assignments which they have received.

It is agreed that the above provisions will permit extra Operators marked up on the Extra Board to exchange assignments received as a result of Board mark-up, either Regular or Extra by furnishing the Division Manager, Assistant Division Manager, or Division Dispatcher on duty, a written request outlining the reason for the requested change and bearing the signature of both parties involved in the exchange.

It is further understood and agreed that no trades will be permitted between Extra Operators where availability would be involved for the following day's mark-up.

It is further understood and agreed that there will be no penalty upon the District as a result of granting such change. Where Regular and Extra assignments would be involved, the conditions attached to the assignment would be exchanged as well as the assignments themselves.

It is further understood and agreed that the Division Manager will maintain on file for a period of ninety (90) days the written request for exchange of assignments and the Local Chairman or Steward may review them upon request.

SECTION 2. DISTRIBUTION OF EXTRA OPERATORS

- (a) The District will endeavor to keep a sufficient number of Extra qualified Operators on the various Extra Boards for purpose of carrying out the procedures of this Section, with a minimum of disturbance to Senior qualified Extra Operators. The term "point" or "points" as used herein shall mean Extra Board or Extra Boards.
- (b) The following procedures will govern with respect to equalizing the needs for Operators:

(1) EQUALIZING MANPOWER BETWEEN HOME DIVISIONS

Where the requirements of the service indicate a need for additional Operators at any given point or points, such need will be posted at point or points, where there is a surplus of Extra Operators.

A notice stating the needs will be posted at such points at 3:00 P.M. with the Extra Board mark-up and the bids will be closed at 11:00 A.M. on the date indicated on the notice. Bids will be accepted from both Regular and Extra Operators.

If the requirements of the notice are not filled, Operators shall be transferred from the bottom of the Division seniority list from one Division to another Division, according to their seniority. Successful bidders, if not qualified, will be paid for qualifying. Any Operators who are forced to transfer will be paid for qualifying, as outlined in Article 8, Section 4, of this Contract.

(2) EQUALIZING MANPOWER BETWEEN THE CONTROL HOME DIVISION AND ITS TERMINAL DIVISION

Where the requirements of the service indicate a need for additional qualified Operators at the Home or Terminal Division, a notice shall be posted at the location where a surplus of Extra Operators exists. The notice, stating the need, will be posted at 3:00 P.M. with the Extra Board mark-up and the bids will be closed at 11:00 A.M. on the date indicated on the notice. Bids will be accepted from qualified Regular and Extra Operators.

If the requirements of notice are not filled, Operators shall be transferred from the bottom of the Division seniority list from one Division to the other Division, according to their seniority. Operators forced to transfer will be paid for qualifying, as outlined in Article 8, Section 4, of this Contract.

The holding of an Extra Board Shake-up will be governed by the provisions of Article 9, Sections 4, of this Contract.

The holding of an Extra Board Shake-up will be governed by the provisions of Article 9, Sections 4(b) and (c) of this Contract.

(3) ADVISING EXTRA OPERATORS WHO ARE OFF DUTY

In the event an Extra Operator is "off" during the time the notice of the needs is posted, and should the Operator call the Division Manager, the Division Manager will advise the Operator of the existence of the notice to permit the Operator to request a transfer to the point where the need exists. The Operator calling in must make a selection immediately after being apprised of the needs.

SECTION 3. RUN-AROUNDS - EXTRA BOARDS

An Operator carried on Extra Board standing first out, and who is available and qualified, and as a result of error in Board mark-up is not used in his proper turn for work filled at the Division to which assigned, in accordance with the provisions of this Contract, will be paid four (4) hours at rate of class of service run-around and retain his/her position on the Extra Board. Such run-around allowance will apply only to the Operator standing first out actually run-around on the day the Operator was run-around. It is understood that the Operator actually run-around on the Extra Board will not be allowed more than one (1) run-around for the day. This run-around rule will not apply when Operators are withheld from their assignments and worked on alternate assignments, nor in instances where Operators are permitted to trade assignments.

ARTICLE 13

METHOD OF HANDLING EXTRA OPERATORS' LISTS

The following shall govern the method of handling Extra Operators' Lists at the respective Divisions:

SECTION 1. LISTING OF ASSIGNMENTS ON BOARD MARK-UP

All work foreseen at 11:00 A.M. which signs on at or after 12:01 A.M. the following day shall be filled by Extra Operators and such work shall be listed in the order of sign-on time. Vacancies in regular assignments which come to the attention of the Division Manager after 10:00 A.M. and before 11:00 A.M. of day previous to assignment will be included in 3:00 P.M. mark-up of Extra Board and listed in the order of sign-on time. Where any assignments sign on at the same time, they will be listed as follows: Straight runs, straight run and tripper and/or tripper and straight run, split regular runs, split extra assignments shine or report time.

SECTION 2. COMBINING A.M. AND P.M. ASSIGNMENTS

- (a) When listing combination of A.M. and P.M. extra assignments, the two (2) assignments will be listed side by side. Uncombined extra assignments commencing after 12:01 P.M. may be withheld from the list of work to be filled.
- (b) An Extra Operator who is marked up to a definite assignment on the Extra Board, and whose assignment is changed after the Board is posted, will have his/her earnings for that day protected to him/her. If an Extra Operator is marked up for a report or for an A.M. assignment and no definite P.M. assignment, he/she will be guaranteed the basic daily guarantee as shown in Article 2, Section 2 of this Contract. This Section in no way restricts the District from changing the assignment of an Extra Operator but indicates the method of payment.

Example: An Extra Operator marked up for an A.M. Tripper from 6:00 A.M. to 9:00 A.M. and a P.M. Tripper from 3:00 P.M. to 6:00 P.M. He works his/her A.M., Tripper but the District changes his/her P.M. assignments to one from 2:00 P.M. to 5:00 P.M. he/she will be paid his/her basic day and the additional overtime of his/her original mark-up.

SECTION 3. SIGN-ON TIME WHEN DEADHEADING INVOLVED

Where service to be performed involve deadheading or travel time to outside points, the sign-on time will be the departing time required to commence such deadheading or travel time except that when such deadheading commences prior to 12:01 A.M., in order to commence service at outside points after 12:01 A.M., for the purpose of listing vacancies, such service will be considered as starting at 12:01 A.M. Where arbitrary deadheading allowances are to be allowed in lieu of actual deadheading time, actual sign-on time at outside point will be used.

SECTION 4. VACANCIES ON BOARD MARK-UP

- (a) All vacancies in assignments which are posted in run book shall be filled by available qualified Extra Operators assigned to the Division indicated as regular sign-on and sign-off points in the current assignment sheets.
- (b) Regular Operators will not be required to work trippers unless they agree to do so as outlined in Article 4, Section 1(b). An Extra Operator marked up to a regular assignment on the Board mark-up will be required to work as directed and is not covered by this Subsection, except as provided in Article 4, Section 7(b) and will be paid as provided in Article 4, Section 7(a).
- (c) Extra Operators need not be considered available for tripper on their bid days off.
- (d) If an Extra Operator is not marked up for an assignment on the Extra Board on one of his normal work days, he/she will receive the four (4) hour run-around allowance referred to in Article 12, Section 3. It will be the duty of the Operator to notify the Division Dispatcher on duty of this error. Failure to notify the Division Dispatcher will result in the Operator being off that day and he/she will receive only the four (4) hours referred to above. If, after notification, the Division Dispatcher gives the Operator a sign-on time, the Operator will be paid the hours of the assignment with a minimum basic day applying, in addition to the four (4) hours referred to above. If, after notification, the Division Dispatcher on duty fails to instruct the Operator as to his/her sign-on time, the Operator will receive the basic eight (8) hour day in addition to the four (4) hours referred to above.

SECTION 5. FILLING OF VACANCIES

With the exception that Regular Operators who do not have the required rest to begin their assignment due to the needs of service the preceding day, as covered by Article 4, Section 11, and Operators displaced

from their assignment through provisions of Article 9, Section 5, and who are not notified of an earlier assignment and who report for work too late to start this earlier assignment, will be permitted to take over their assignment at the first opportunity, the following will govern the assignment of Extra Operators:

- (a) Subject to Section 4 above, when marking up or filling regular assignments with Extra Operators, the Extra Operator may be given the entire assignment, including the biddable tripper (if any), providing no violation in driving time and/or required rest would occur, and if he/she had filed a prescribed form as provided in Article 4, Section 7(b) of this Contract.

In the event a violation of driving time or required rest will occur, only that portion that may be worked within the provisions of these regulations will be assigned. In the application of this Section, it is understood that such relief will be made at Home Terminal or regular relief point on the last trip before such violation would occur.

- (b) If vacancy is known and assigned to Operator before 12:00 Noon he/she shall be permitted to work the entire assignment subject to the provisions of Section 4 and Section 5(a) of this Article, and the Board mark-up for the following day will be governed accordingly. The foregoing applies to the Operator on duty at the time vacancy arises, also the Operator reporting for duty after 12:00 Noon.
- (c) If vacancy is known and assigned after 12:00 Noon, Operator assigned to such vacancy may be relieved in sufficient time to enable him/her to have required rest in order to take assignment that he/she has been marked up to for the following day. It is understood that relief in order to afford required rest will be made at Home Division upon same basis described in Paragraph (a) above.
- (d) Extra Operators who have not completed their eight (8) hours' rest period, or who have not completed a ten (10) hours' rest period when such period is required by law, after completion of the previous day's work, shall not be considered as available for assignments commencing prior to the expiration of eight (8) or ten (10) hour rest period, as the case may be. When such Operators have been passed in making assignments on account of unavailability, they shall be considered as the next in turn for the first unfilled assignment for which they are qualified and which signs on after expiration of their proper rest period as provided herein.

(e) Under conditions where motor coach Operators, subject to hours of service regulations, complete assignments at outside points away from Home Division and are allowed deadhead or travel time for return to Home Divisions, the following basis should be observed in determining the required release period from duty:

- (1) Where motor coach Operators complete their assignments at outside points away from Home Divisions and are allowed actual deadhead or travel time to return to Home Division, the release period shall be computed from the end of their deadhead or travel time required to return to their Home Division.
- (2) Where such assignments end at an outside point and the arbitrary overnight deadheading allowance of four (4) or six (6) hours is applicable, the release period shall be computed from the actual sign-off time at the outside point plus the scheduled running time involved back to Home Divisions.

Example: Operator signs off at Santa Ana at 1:00 A.M. Scheduled running time is one (1) hour and fifteen (15) minutes. Therefore, the release period shall commence as of 2:15 A.M.

SECTION 6. ADDITION OF OPERATORS TO EXTRA LIST

Operators going to an Extra Board will be placed at the foot of the rotating list.

SECTION 7. ROTATING LIST

Determine the number of Extra Operators available for work to be filled:

- (a) Exclude Extra Operators scheduled to be absent on account of "requested day off" and absent for other reasons.
- (b) Extra Operators who are laying off (except those on vacation) or who are otherwise unavailable for assignments, shall remain on the list and continue to rotate for a period of thirty (30) days, at which time they shall be dropped from the list. Upon their return they will be entitled to the displacement privileges as outlined in Article 9, Section 5, of this Contract. Operators choosing to displace on the Board will be placed at the bottom of the list on the effective date of the displacement and will be listed beneath the Operators involved in the normal rotation. If there is more than one (1) Operator returning to the list on the same day, their appearance shall be in seniority order.

- (c) The number of Operators to be rotated on the Extra List at each Division shall be agreed upon between the Division Manager and the Local Chairman and such rotation will not be changed except at the June and December Shake-Ups.

SECTION 8. NEED FOR ADDITIONAL OPERATORS ON EXTRA LIST

When the Extra Board has been exhausted and there is need for additional Operators, they shall be called to work in the following order:

- (a) Extra Operators who have volunteered to work on their bid day or days off and shall be assigned to work on that day in their position on the Extra Board.
- (b) Regular Operators who have volunteered to work on their bid day or days off and shall be assigned to whatever work remains to be assigned subject to rest and qualifications, and will be paid on the basis of an Extra Operator. If a Regular Operator has volunteered to work on his/her bid day off and the remaining work to be assigned will not leave him/her available for his/her regular run, he/she shall be passed and another Regular Operator who has volunteered for work on his/her bid day off will be used if that work leaves him/her available to work his/her regular assignment.
- (c) When Operators referred to in (a) and (b) above have been exhausted, Extra Board Operators on their bid days off may be required to perform service. They shall be assigned to work on that day in their position on the Extra Board, except as provided in Section 4(c) of this Article.
- (d) When Operators referred to in (a), (b) and (c) have been exhausted, Regular Operators on their bid days off may be required to perform service and will be paid on the basis of a Regular Operator. This work will be distributed as evenly as possible.
- (e) Operators desiring to perform work referred to in this Section shall file a Request to Work form with the Division Manager at least twenty-four (24) hours prior to 12:01 A.M. of the day service is to be performed. Operators will be required to file new Request to Work forms when any of the following occur: Division Shake-Ups or change in days off of the Operators. Operators desiring to have their names removed from the list shall give notice in writing to the Division Manager at least twenty-four (24) hours prior to 12:01 A.M. of the day that the Operator wishes to cancel said request to work.

- (f) Requests by Regular Operators for work on days off will be filed in alphabetical order at the effective date of the June Shake-Up. Regular Operators filing request after the effective date of June Shake-Up will be placed at the bottom of the rotating group. Those Regular Operators used under (b) above will rotate as they are used on a daily basis so as to afford each Operator one (1) day's work on a given day of the week before any Operator receives two (2) day's work. Lack of qualifications and/or required rest, as outlined in (b) above will be considered reason for passing the Operator. The Operator passed will remain first out for work. The Union may review such records.
- (g) If Operators are not assigned in accordance with the provisions of this Section, they shall be paid in accordance with the following:

If an Operator is not marked up for work but is subsequently used on a scheduled off day, he/she will be paid time and one-half ($1\frac{1}{2}$) for work performed with a minimum of twelve (12) hours' pay time, and in addition, he/she will receive a four (4) hour run-around allowance.

If an Operator is not marked up for work and does not work on a scheduled off day, he/she will receive twelve (12) hours' pay time.

- (h) The following procedure will be used in calling VCB Operators on their second VCB day, who have signified that they would not check for assignments on their second VCB day as outlined in this Section:
- (1) That the mark-up employees do not call VCB or OCB Operators before 9:00 A.M. when marking up the Extra Board for the following day's mark-up. Exceptions to this 9:00 A.M. restriction will be that an additional twenty-four (24) hours' notice may be given prior to New Year's Day, and the opening day of the Los Angeles County Fair in Pomona. Prior notice for these three (3) exceptions will be in writing and Operators notified in advance will be guaranteed pay for the holiday.
 - (2) When calls are made and the VCB or OCB Operator is not at home, that he/she be passed and no message left at his/her home.
 - (3) After all VCB and OCB Operators have been exhausted, and additional employees are still needed, the Division Dispatcher will again call those VCB Operators whom he/she had not been able to contact previously. This procedure will also be followed after the Extra Board has been posted and the need arises for an additional Operator.

ARTICLE 14

CALLING OPERATORS

Operators on regular assignments and Extra Operators listed for service in posting of Extra Board will not be called for their assignments; and Extra Operators required for extra unassigned service may be notified for such service by telephone or otherwise, or may be required to report to Division Manager on completing of any assignment. Each Operator will maintain on record, with the officer of the District having jurisdiction, his/her correct address and telephone number.

ARTICLE 15

SPECIAL ASSIGNMENTS

SECTION 1. SPECIAL ASSIGNMENTS ON REGULAR WORK DAY

Regular Operators withheld from their regular assignments-work runs- or Extra Operators assigned from the Extra Board to perform special assignments such as making travel checks, and distributing advertising literature will be compensated at Operators' rate of pay and their earnings for that day or days will be protected.

SECTION 2. SCHEDULE CHECKING ON REGULAR WORK DAY

When a Regular Operator is used on his/her regular work day to make traffic checks, he/she will not be paid less than the earnings of his/her regular assignment or a minimum of eight (8) hours' pay at the pro rata rate of a Schedule Checker as provided for in Article 1, whichever is greater. The one (1) hour additional pay time referred to in Article 3, Section 5, will not apply. When an Extra Operator is assigned on his/her regular work day to make traffic checks, he/she will be paid not less than he/she would have been paid had he/she worked what he/she would have normally fallen to on the Extra Board or a minimum of eight (8) hours at the Schedule Checker's pro rata as set forth in Article 1, whichever is greater.

SECTION 3. SCHEDULE CHECKING ON DAY OFF

Should a Regular Operator or Extra Operator volunteer to work and be used as a Schedule Checker on their day or days off, they shall be paid time and one-half ($1\frac{1}{2}$) for all work performed with a minimum of twelve (12) hours' pay time at the Schedule Checker's pro rata rate of pay as shown in Article 1.

SECTION 4. OPERATORS MAKING CHECKS

When traffic checks required of Operators interfere with safe operation and are considered a burden and when complaints are registered by Operators, such complaints shall be handled by General and/or Local Chairman and Director of Transportation.

Before Operators are required to make extensive checks of over one (1) week on any line or lines, the matter will be subject to negotiations between General and/or Local Chairman and the Director of Transportation.

ARTICLE 16

SPECIAL RULES

SECTION 1. ASSIGNMENT OF MOTOR COACH OPERATORS TO OTHER COMPANIES

When motor coach Operators are assigned to another company to perform service as motor coach Operators, the provisions of this Contract shall not be applicable to such assigned service and Operators so assigned will receive their compensation direct from the company for whom the service is performed; provided, however, that should the District so elect, the total compensation for such service may be carried on the District's payrolls. Operators in such cases will receive their compensation direct from the District. Notwithstanding such election, however, the Operator so engaged shall be considered as the Operator of the company for whom the service is performed. An Operator so assigned will not receive for such service less than he/she would receive under the provisions of this Contract.

SECTION 2. CHARTER SERVICE

Charter service will be listed on the Extra Board mark-up and filled off the Extra Board, as shown in Article 13 of this Contract.

SECTION 3. CHARTER SERVICE INVOLVING OVERNIGHT LAYOVER

Motor coach Operators assigned special charter parties involving overnight layovers at locations away from Home Terminals, or when two (2) or more Operators are assigned to special charter parties for long distance trips involving overnight layovers at locations away from Home Terminals, such Operators will be paid on basis of an allowance of twelve (12) hours for each day's work plus overnight expense allowance of fifty dollars (\$50.00) for each overnight period in the assignment.

Whenever an Operator is required to perform other service during the same day he/she has received the twelve (12) hours' allowance as herein provided, such additional work will be considered a new day and shall be compensated for said new day on the basis of Article 2, Section 1 and 2 of this Contract.

SECTION 4. OVERNIGHT LAYOVER AWAY FROM HOME TERMINALS

When motor coach Operators are released from service at outside locations away from Home Terminals and are held overnight at such outside locations due to lack of service on which to deadhead back to Home Terminal, they will be considered as released from duty at such outside location and in lieu of deadheading back to Home Terminal will be allowed the expense allowance referred to in Section 3 of this Article, and will again report for duty at location prior assignment finished, at the expiration of nine (9) hours' rest period.

SECTION 5. LEASED MOTOR COACH SERVICE

- (a) Operators assigned under the terms of this Contract to lease motor coach service shall have their wages, hours and working conditions governed by the terms of this Contract. In no case will an Operator assigned to lease motor coach service receive for such service less than he/she would receive under the provisions of this Contract.
- (b) Leased motor coach service will be considered extra service and will be assigned from the Extra Boards as provided for in Article 13 of this Contract.
- (c) Should an Operator assigned to leased motor coach service be held away from his Home Division overnight, the overnight expense allowance, as provided for in Section 3 or 4 of this Article, will prevail.
- (d) Leased motor coach service may be combined with District service with the basic day, spread rule, penalty rules and other rules of the Contract applying with the understanding that special rules for New Year's Day work are not affected by this Section.

SECTION 6. OFFICERS' SPECIALS

Officers' specials are non-revenue vehicles used by the District at the request of officers or Board members of the District for public relations and employee relations purposes. In the manning of officers' specials, the District reserves the right to select Operators for such purposes. It is understood that the Operators used in this type of service will be protected and paid under the terms of this Contract.

SECTION 7. DISTRICT RECORDS

All District records having to do with the assignment of motor coach Operators to charter special service will be made available to the General and/or Local Chairman.

ARTICLE 17

EXCHANGE OF REGULAR ASSIGNMENTS

In bona-fide cases of illness or other good reasons, Operators holding regular assignments may exchange regular assignments with Operators at the same Division point for temporary periods not to exceed ninety (90) days, subject to the approval of the Division Manager and the Local Chairman.

The decision of the Director of Transportation shall be final in these matters.

ARTICLE 18

MAKING OF REPORTS

Operators shall be allowed thirty (30) minutes at straight time rate of pay for making out accident reports, and shall be allowed ten (10) minutes at straight time rate of pay for making a required miscellaneous report. A miscellaneous report is required in reporting an accident or incident which happens within fifty (50) feet of a District vehicle, even though the District vehicle is not involved, or the explanation of any occurrence requested by proper supervisory personnel.

If the Operator making an accident report or required miscellaneous report as referred to above, is under pay, no additional allowance will be paid.

Operators will be provided a copy of all Miscellaneous Reports, Accident Reports, and other reports submitted to the District pertaining to his/her employment upon request.

ARTICLE 19

INSTRUCTING STUDENT OPERATORS/TRAINEE SCHEDULERS

SECTION 1. PAY FOR INSTRUCTING OPERATORS

An Operator assigned a Student will receive \$1.25 per hour for time spent in instructing the Student.

It is understood that in the event more than one (1) newly employed Student Operator, who have not completed their Division's qualifications at their originally assigned Divisions, are receiving instructions from an Operator at the same time, the Operator involved will receive the above allowance for each Student. This additional allowance does not apply when instructing more than one (1) qualified Operator who is receiving additional qualifications as a result of a Division Shake-Up.

These allowances will be in addition to all other compensation received that day.

SECTION 2. PAY FOR INSTRUCTING SCHEDULERS

A Schedule Maker, upon request of management, may instruct Student Schedule Makers.

The Scheduling Manager or the Senior Schedule Maker of the work group will determine who does the training, type of training needed and time instructions will start and finish during the training session.

The Schedule Maker giving instructions will be compensated at his/her regular rate plus one dollar and twenty-five cents (\$1.25¢) per hour for every hour or major portion thereof worked actually training.

ARTICLE 20

HANDLING U.S. MAIL, BAGGAGE, FREIGHT, EXPRESS AND NEWSPAPERS

SECTION 1. HANDLING 54 PIECES OR LESS

Operators required to handle U.S. Mail, baggage handled under check, express or newspapers, or any combination thereof on passenger trains and buses, will not receive additional compensation if the aggregate handled during the day's work does not exceed ten (10) pieces. If the aggregate during a day's work exceeds ten (10) pieces an additional separate allowance of one (1) cent will be paid for each piece handled, with a maximum allowance of thirty-seven (37) cents unless the number exceeds fifty-four (54) pieces, in which event the handling of excess pieces will be paid for as provided under Section 2 of this Article. This allowance will not apply when "storage" U.S. Mail, baggage handled under check, express or newspapers is in charge of Operators provided they are not required to "handle" it. The term "handle" as used herein means loading, unloading, and/or handling en route, it being understood that even though pieces are loaded, unloaded, or handled en route that such constitutes only one handling. If only one (1) operation is performed, it constitutes "handling" and the service is compensable under this rule.

SECTION 2. HANDLING BY MORE THAN ONE OPERATOR

When a crew consists of two (2) Operators, both will handle U.S. Mail, baggage handled under check, express and newspapers and the separate allowances provided herein shall be divided equally. If there are other Operators in the crew, they shall not participate in or assist in the handling unless specially instructed to do so, in which event the allowance shall be divided equally among all Operators participating in the handling.

SECTION 3. HANDLING OF FREIGHT AND EXPRESS

The parties agree that should the District ever acquire the rights to transport and/or handle freight and/or express on other passenger trains and buses, they shall negotiate the wages, hours and working conditions for Operators of the equipment involved for this classification of work.

The parties agree that this classification of Operator's work or work similar thereto, is under the jurisdiction of the United Transportation Union.

ARTICLE 21

SCHEDULEMAKERS ARTICLES/ADDENDUMS OF CONTRACT APPLICABLE

ARTICLE

RECOGNITION AND BARGAINING UNIT
PURPOSE OF CONTRACT
UNION DISTRICT RESPONSIBILITY
CONTINUITY OF SERVICE TO THE PUBLIC

1 WAGES

Sec. 4 Schedule Makers Wage Rate
Sec 9 Cost-of-Living

2 GUARANTEED WORK DAY AND WORK WEEK

Sec. 7 Schedule Makers Work Day & Work Week

3 OVERTIME

Sec. 2 Overtime Provisions
b Schedule Makers Overtime

9 CHOICE OF WORK GROUP POSITIONS

Sec. 13 Scheduling Department Choice of Work
Group Positions
Sec. 14 Scheduling Department Work Location
Sec. 15 Schedule Department Seniority

19 INSTRUCTING TRAINEE SCHEDULERS

Sec. 2 Pay for Instructing Schedules

21 SCHEDULEMAKERS ARTICLES/ADDENDUMS OF CONTRACT APPLICABLE

29 REDUCTION IN FORCE

Sec. 6 Scheduling Department Reduction
In Forces

30 REQUESTS FOR TIME OFF

Sec. 6 Scheduling Department Requests for
Time Off

31 LEAVE OF ABSENCE

32 APPROVAL OF APPLICATION

Sec. 3 Scheduling Department Probationary Period

35 SERVICE LETTER

36 CHECKING EARNINGS

38 OPERATORS' QUARTERS - BULLETIN BOARDS

Sec. 6 Scheduling Department Bulletin Board

39 EMPLOYEE'S SAFETY

Sec. 6 Scheduling Department Assault
and Robbery Insurance

42 TRANSPORTATION PRIVILEGES

43 VACATION

Sec. 17 Scheduling Department Vacations

44 HOLIDAY

Sec. 6 Scheduling Department Holidays

45 LIFE INSURANCE

Sec. 8 Scheduling Department Life Insurance
Sec. 9 Long Term Disability Insurance

46 HEALTH PLAN

47 SICK LEAVE

Sec. 6 Scheduling Department Sick Leave

48 PENSION PLAN

49 BEREAVEMENT LEAVE

- 51 TERMS OF PROTECTION
- 52 UNION SHOP
- 53 PAYROLL DEDUCTIONS
- 55 ASSIGNABILITY CLAUSE
- 56 COLLECTIVE BARGAINING DURING TERM OF CONTRACT
- 57 EFFECTIVE DATE - DURATION - TERMINATION
- TERM OF AGREEMENT

APPENDIX A

ADDENDUMS APPLICABLE TO SCHEDULEMAKERS

- 1 DISCIPLINE
- 2 GRIEVANCE PROCEDURE
- 3 ARBITRATION
- 4 COURT APPEARANCE & JURY DUTY
- 5 TESTING, PROMOTION & SALARY
ADJUSTMENT

ROSTERS

- 1 Schedule Maker II
- 2 Schedule Maker II*
- 3 Schedule Maker I
- 4 Scheduling Department Seniority
- 5 Scheduling Department - District
Seniority

ARTICLE 22

TRAFFIC LOADER

SECTION 1. GENERAL PROVISIONS

The Traffic Loader's Department will be identified as Division No. 21.

SECTION 2. CHOICE OF TRAFFIC LOADER WORK ASSIGNMENTS

- (a) Shake-Ups: Traffic Loaders' Shake-ups will be held a minimum of two (2) times a year in June and December.

The order of bidding will be as shown in Article 28, Section 1(i). After the frozen and restricted Traffic Loaders have completed their bidding, all remaining regular Traffic Loaders' assignments, Extra Board positions at Division 21 and Traffic Loaders' biddable trippers will be placed up for bid systemwide.

- (b) Weekly Bidding: Open regular assignments that have a duration of thirty (30) days or more that will be open for bid systemwide each Sunday morning at 7:00 A.M. and bidding shall close at 7:00 A.M. on the following Wednesday, in which event, open assignments will not be posted until the Shake-Up. However, in no event will open assignments be held for more than a three (3) week period. When a Division Shake-Up has been announced, there will be no bidding during the week prior to the Division Shake-Up. This limitation will not exceed one weekly bid. The successful bidder shall work his/her new run on the following Sunday or first work day thereafter. The award will be made in accordance with the Traffic Loaders' seniority as shown in Article 28, Section 1(i) (1).

SECTION 3. PROVISIONS RELATING TO REGULAR TRAFFIC LOADERS AND EXTRA BOARD TRAFFIC LOADERS AT DIVISION NO. 21

- (a) Regular Runs: All work containing seven (7) hours or more pay time on a recurring five (5) day basis shall be established as regular runs.
- (b) Work Runs: At least fifty (50) percent of the Traffic Loaders' work runs shall be straight runs, and at least eighty (80) percent shall have consecutive days off.

- (c) Work Day and Work Week: A regular Traffic Loader shall be guaranteed a minimum of eight (8) hours' pay time per day within a spread of ten (10) hours, five (5) days per week, provided he/she has complied with the holiday provisions as set forth under Article 44 and provided he/she is qualified and available and works his/her assignment.

An Extra Board Traffic Loader at Division 21 will be guaranteed eight (8) hours' pay time within a spread of eleven (11) hours, five (5) days per week, provided he/she has complied with the holiday provisions as set forth under Article 44 and provided he/she is qualified and available and accepts all work offered.

- (d) Traffic Loaders, when working regular assignments, may have their assigned location changed without the payment of one (1) hour additional pay time because of being withheld from their regular assignment as covered by Article 3, Section 5(a).
- (e) Travel Time: All Traffic Loaders shall be paid travel time from and to Division 21 when required to report at Division 21 at the commencement or end of their day's work. The same formula will be used for computing travel time that is used for Operators in Article 5.
- (f) Turn-In Time: Traffic Loaders' who use locked type fareboxes will not be paid turn-in time. Traffic Loaders who are required to make a turn-in will be paid the allowances as set forth in Article 6 of this Contract.
- (g) Traffic Loaders who work on their day off shall be paid one and one-half ($1\frac{1}{2}$) times their straight time hours for all work performed with a minimum of twelve (12) hours' pay time. An OCB Traffic Loader will be guaranteed twelve (12) hours' pay time with an eleven (11) hour spread. A Traffic Loader laying off of his/her own accord will be paid for actual hours worked and the twelve (12) hour minimum will not apply.
- (h) A regular Traffic Loader desiring to relinquish his/her regular assignment and go on the Traffic Loaders' Extra Board may do so in the same manner as provided for Operators in Article 9, Section 7(a). In the event the resulting vacancy is not bid in, the Junior Extra Traffic Loader will be assigned the vacancy in the same manner as provided for Operators in Article 9, Section 7(b).
- (i) A Traffic Loader who is physically qualified to return to work as an Operator, may relinquish his/her assignment and return to his/her Operator's Division and exercise his/her displacement under Article 9, Section 5. He/she may exercise his/her displacement at the Division of his/her choice.

SECTION 4. PROVISIONS RELATING TO OPERATORS WORKING TRAFFIC LOADERS' TRIPPERS

Operators who work Traffic Loaders' trippers will be required to report at Division 21 before going to work and after the completion of their duties, and will be paid travel time from Division 21 to the location of their traffic work and back to Division 21. Extra Board Operators assigned to Traffic Loaders' trippers will be paid applicable travel time.

SECTION 5. EXERCISING DISPLACEMENT PRIVILEGE

- (a) Should an Operator become physically restricted from operating revenue equipment, but able to work as a Traffic Loader, he/she shall have the right of displacement (subject to qualification) of another Traffic Loader, other than a frozen employee, as shown in Article 28, Section 1(i)(1). Any such restricted Operator wishing to make a displacement in Traffic must do so no later than 7:00 A.M. on Wednesday in order for the displacement to be effective the following Sunday. If displacement is made after 7:00 A.M. on Wednesday, it will not become effective until one (1) week from the following Sunday.
- (b) If the Traffic Loader being displaced is unable to displace a Traffic Loader junior to him/her, he/she shall, if not physically restricted, be permitted to return to his/her Operators' Division and exercise his/her displacement under Article 9, Section 5. He/she may exercise his/her displacement at the Division of his/her choice.

If the Traffic Loader is physically restricted from operating revenue equipment and cannot displace a Traffic Loader junior to him/her, he/she shall be furloughed in accordance with Articles 28 and 29.

SECTION 6. BIDDING OF BIDDABLE TRAFFIC LOADERS' TRIPPERS

- (a) Regular Traffic Loaders and Regular Operators will be allowed to bid Traffic Loaders' trippers that are not incorporated in regular assignments. These trippers will be posted for seniority choice systemwide and will be awarded in accordance with the Traffic Loaders' seniority as shown in Article 28, Section 1(i)(1).
- (b) If a regular Traffic Loader holding a biddable Traffic Loaders' tripper changes his/her regular assignment in the weekly bid, he/she will be permitted to keep his/her biddable tripper on those days he/she is available, after giving notice to his/her Division Manager prior to 3:00 P.M. on the Friday before the effective date of his/her new assignment.

In the event a Traffic Loader loses his/her regular assignment through no fault of his/her own and is exercising a displacement privilege, as outlined in Article 9, Section 5, and he/she wishes to retain his/her biddable tripper, such desire must be given to his/her Division Manager at the time he/she places his/her bump on a regular Traffic Loaders' assignment. It is understood that this privilege of retaining his/her biddable tripper will not apply when a Traffic Loader loses his/her regular assignment while off work as covered by Subsection (c) below.

If the regular Traffic Loader does not desire to retain his/her biddable Traffic Loader's tripper, the tripper will be posted for seniority choice as shown in Subsection (a) above.

- (c) When a regular Traffic Loader having bid a Traffic Loader's tripper in addition to his/her regular assignment will, under foreseen circumstances, be absent for a period of one (1) week or more, the trippers owned by such regular Traffic Loader will be posted for hold-down choice of other regular Traffic Loader and Regular Operators not owning a tripper. This will be done in accordance with Subsection (a) above. If the regular Traffic Loader who is absent for a period of one (1) week or more should, for any reason, lose his/her regular assignment, the tripper, whether being worked on a hold-down basis or not, would then be posted for seniority choice as shown in Subsection (a) above.
- (d) In the event a regular Traffic Loader relinquishes his/her regular assignment, his/her biddable Traffic Loaders tripper will be posted for seniority choice.
- (e) Traffic Loaders' biddable trippers are subject to the provision of Article 9, Section 5(d).

SECTION 7. TRAFFIC LOADERS' EXTRA BOARD

- (a) There will be a Traffic Loaders' Extra Board at Division 21. The work will rotate in the same manner as the Operator's Extra Boards as shown in Article 13 of this Contract.
- (b) Known vacancies in regular Traffic Loaders' assignments, except vacation periods, having a duration of less than thirty (30) days will be filled on a hold-down basis by Extra Traffic Loaders at Division 21 in accordance with Article 9 of this Contract. Those assignments not bid will be filled on a day-to-day basis as provided by this Article.

SECTION 8. NEED FOR ADDITIONAL TRAFFIC LOADERS ON EXTRA LIST

When the Extra Board has been exhausted and there is need for additional Traffic Loaders, this work shall be filled in the following order:

- (a) Extra Traffic Loaders who have volunteered for work on their bid day or days off will be assigned to work that day in their position on the Extra Board.
- (b) Regular Traffic Loaders who have volunteered for work on their bid day or days off shall be assigned to whatever work remains to be filled that will leave them available for their regular assignments on the next day.
- (c) Traffic Loaders volunteering for work on their days off shall file Request to Work forms in accordance with Article 13, Section 8(e) of this Contract. Regular Traffic Loaders will be used in the same manner as shown in Article 13, Section 8(f) and will be called to work as provided in Article 13, Section 8(h).
- (d) If Traffic Loaders are not assigned in accordance with the provisions of this Section, they shall be paid in accordance with Article 13, Section 8(g).
- (e) Remaining work on the Extra Board will be filled by the Extra Board at Division 3201.
- (f) Traffic Loaders shown in (a) and (b) above need not be considered as available for a single tripper on their bid days off.

SECTION 9. TRAFFIC LOADERS/EXTRA SCHEDULE CHECKERS

- (a) It is agreed that thirteen (13) positions shall be maintained as restricted positions. As of June 1, 1982, these thirteen (13) positions are in the Traffic Loaders' Division. When any of these thirteen (13) positions becomes vacant, the new employee who fills the vacated position shall be required to perform duties as an extra schedule checker, if qualified to do so. The thirteen (13) incumbents, as of June 1, 1982, may serve as extra schedule checkers on a voluntary basis.
- (b) Bidding of Traffic Loader/Extra Schedule Checker assignments will be by department seniority.
- (c) Traffic Loaders shall be required to submit to a physical examination by a doctor selected by the District. This will be done bi-annually to determine his/her continued qualification for employment in the job classification.

ARTICLE 23

FAIR LABOR STANDARD APPLICATION

1. If any additional costs for compensation to employees covered by this Agreement would be imposed on the District because of the interpretation and/or application of any provision(s) of this Agreement by reason of the Fair Labor Standard Act (FLSA), such provision(s) shall become inoperative to the extent that such provision(s) impose(s) additional costs on the District.
2. Such provision(s) shall be changed to create no additional costs to the District by reason of the application of the FLSA.
3. For purposes of complying with FLSA, an employee's workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours - seven (7) consecutive twenty-four (24) hour periods. Except as otherwise agreed between the District and the Union, an employee's workweek shall begin at 12:00 A.M. on Sunday and end at 11:59 P.M. on Saturday. A change in the beginning of a workweek may be made with respect to any employee only if the change is intended to be permanent. A pay period shall consist of two (2) consecutive workweeks.
4. During the term of this Agreement the District shall notify the Union in Writing if any additional cost as provided in Paragraph 1 would be imposed on the District because of any provision(s) of this Agreement by reason of the FLSA.
5. In accordance with Paragraph 2 above the District and the Union shall meet within ten (10) working days of receipt of said written notice to change the language of the provision(s) which create additional cost to the District by reason of the application of the FLSA.

ARTICLE 24

SCHEDULE CHECKERS

SECTION 1. WORK DAY AND WORK WEEK

- (a) Regular Schedule Checkers shall be guaranteed eight (8) hours per day, five (5) days per week.

This rule guarantees Regular Schedule Checkers who are qualified and available and who work their assignments, a five (5) day week, eight (8) hours' pay time per day.

Schedule Checkers will be paid overtime after eight (8) hours of work; and will be guaranteed eight (8) hours' pay time per day within a spread of eleven (11) hours.

- (b) Schedule Checkers will have a minimum of eight (8) consecutive hours off in any twenty-four (24) hour period. This release from duty will commence after reasonable driving time from point of check to the administrative office of the Transportation Department.
- (c) Regular Schedule Checkers will have two (2) consecutive bid days off. These days off shall be Friday/Saturday, Saturday/Sunday or Sunday/Monday.

A bid for days off will be held three (3) times a year.

SECTION 2. ARTICLES OF CONTRACT APPLICABLE

Schedule Checkers will not have their present working conditions worsened during the term of this Contract.

Regular Schedule Checkers will be subject to the following Articles:

- | | | |
|-----|------------|--|
| (a) | Article 1 | Rates of Pay |
| (b) | Article 26 | Filing of Claims - Procedure - Limitations |
| (c) | Article 27 | Discipline Rule |
| (d) | Article 28 | Seniority Rules |
| (e) | Article 29 | Reduction in Forces |
| (f) | Article 30 | Laying Off |
| (g) | Article 31 | Leave of Absence |
| (h) | Article 35 | Service Letter |
| (i) | Article 36 | Checking Earnings |

- (j) Article 38 Operators' Quarters Bulletin Boards
- (k) Article 39 Operators' Safety
- (l) Article 40 Court Appearance and Jury Duty
- (m) Article 41 License Paid for
- (n) Article 42 Transportation Privileges
- (o) Article 43 Vacations, except as provided for in Section 8 of this Article
- (p) Article 44 Holidays
- (q) Article 46 Health and Welfare
- (r) Article 47 Sick Leave
- (s) Article 48 Pension Plan
- (t) Article 49 Bereavement Leave
- (u) Article 51 Terms of Protection, subject to Schedule Checkers exercising any seniority, when applicable, for positions within the District.
- (v) Article 52 Union Shop
- (w) Article 53 Union Dues - Deductions

SECTION 3. WORK ON DAYS OFF

- (a) Regular Schedule Checkers will receive time and one-half ($1\frac{1}{2}$) for all work performed on their bid days off with a minimum of twelve (12) hours' pay time.
- (b) An OCB Schedule Checker will be guaranteed twelve (12) hours pay time within an eleven (11) hour spread.
- (c) A Schedule Checker laying off of his/her own accord will be paid at one and one-half ($1\frac{1}{2}$) times the straight time rate for hours worked and the minimum of twelve (12) hours will not apply.
- (d) Extra Schedule Checkers may be used to fill vacancies on bid days off of Regular Schedule Checkers.

SECTION 4. NEED FOR ADDITIONAL SCHEDULE CHECKERS

- (a) When the need of service requires more Schedule Checkers than those Regular Schedule Checkers available on their regular day of work, additional work will be assigned in the following order:
 - (1) Extra Schedule Checkers will be used to fill remaining vacancies where possible.
 - (2) Regular Schedule Checkers who have volunteered to work on their bid days off providing they can be assigned to work that will leave them available for the next day's assignments. It is understood that other Regular Schedule Checkers working on their normal work day will be assigned first in accordance with Section 5 below.

- (3) In the event that (1) and (2) are exhausted and there is need for additional Schedule Checkers, Regular Schedule Checkers on their bid day off who do not desire work will be used.
- (b) Regular Schedule Checkers who desire additional work on their bid days off shall have on file, in the office of the Chief Schedule Checker, a Miscellaneous Report indicating this desire. Requests by Regular Schedule Checkers for work on days off will be filed in seniority order. Those Regular Schedule Checkers used under Subsection (a)(2) above will rotate as they are used on a daily basis. Lack of qualifications, required rest, or availability for the next day's assignment will be considered the only reasons for passing the Schedule Checker standing first out. The Schedule Checker passed will remain first out for work. The Union may review such records.

SECTION 5. ASSIGNMENT OF WORK

- (a) Regular Schedule Checkers will have on file, in the office of the Chief Schedule Checker, a Miscellaneous Report listing, in the order of their preference, the following types of work assignments. These reports may be resubmitted three (3) times per year.
 - (1) Straight A.M. Assignments (Sign-on Early A.M.)
 - (2) Straight Midday Assignments (Sign-on Midday)
 - (3) Straight P.M. Assignments (Sign-on in P.M.)
 - (4) Split Assignments
 - (5) Race Track Assignments
 - (6) Special Office Assignments, subject to qualifications as set forth by the District.
- (b) By Friday of each week the District will provide to each Schedule Checker a list of the Schedule Checking assignments for the second week following, that is, the second following Sunday through Saturday. Schedule Checkers will submit their bid on the proper Bid Form, to the Chief Schedule Checker for the assignments as listed.
- (c) The completed bid by the Schedule Checkers must be received in the office of the Chief Schedule Checker no later than 4:00 P.M. the ensuing Tuesday. The Chief Schedule Checker will assign the following week's work, in accordance with the seniority choice of the Schedule Division.
- (d) The Chief Schedule Checker will then send via Company Mail on Friday a copy of the following week's assignments to each Schedule Checker at the Division of his/her choice.

- (e) In the event a Schedule Checkers bid fails to reach the Schedule Division by 4:00 P.M. on Tuesday, he/she will be assigned the remaining open work for the following week. This will also be true in the event a Schedule Checker fails to submit sufficient choices to permit him/her to be awarded an assignment.
- (f) The award of assignments as covered by Items (b) - (e) above, which results in a Schedule Checker having less than eight (8) hours off-duty between shifts, will be an exception to the provisions of Article 24, Section 1(b) of the existing labor contract.
- (g) An employee who is on vacation and is scheduled to return to work the following week and who does not complete a bid as set forth above, will have his/her assignment selected for him/her by the Chief Schedule Checker in accordance with his/her seniority and with the type of work assignment that he/she has on file, as covered in (a) above.
- (h) In the event it is necessary to change a Schedule Checker's assignment after it has been posted, the Checker affected will be guaranteed the pay time of his/her original assignment.
- (i) In the event there are more assignments to be filled on a particular day than there are Regular Schedule Checkers, all assignments will be posted for bid and Extra Schedule Checkers will be assigned to the unbid assignment. In the event, however, that such an assignment would make the Extra Schedule checker unavailable for his/her Operator's work on the following day, the Extra Schedule Checker will be given the assignment which signs off closest to eight (8) hours before his/her driver's assignment signs on the following day.
- (j) Copies of the preliminary work assignments for Schedule Checkers will be mailed to the Union office.
- (k) Schedule Checkers will check with the Dispatcher's office on rainy days for reassignment after the Schedule Department closes.

SECTION 6. DELIVERY OF SCHEDULE CHECKS

Schedule Checkers may send their checks to any one of the major operating Divisions by an Operator of any District vehicle at the completion of their duties, with the understanding that it is the Checker's responsibility for the checks arriving at the Schedule Checking Section at the required time. Schedule Checkers will not be required to deliver checks to the Schedule Checking Section during their off hours on split assignments.

SECTION 7. USE OF AUTOMOBILES

Schedule Checkers will receive an automobile allowance of twenty-two (22) cents per mile for all traveling done from the Administrative Headquarters Building. Mileage will be figured to and from the District headquarters on all assignments. Mileage will be subject to change in accordance with policy established by the Board of Directors for other District employees. No automobile allowance will apply when traveling is within the Central Business District of Los Angeles or when a District vehicle is used to transport Checkers from the Administrative Headquarters Building to the checking point or points.

When District vehicles are used, Schedule Checkers will be signed on and signed off at the Administrative Headquarters Building and all traveling will be done within the hours of their assignments.

SECTION 8. VACATIONS

- (a) Vacations will be scheduled at various times during the year in accordance with service requirements. The District will designate the periods available and the number of Schedule Checkers permitted on vacation during these periods.
- (b) Schedule Checkers' vacation pay will be based upon forty-five (45) hours per week of vacation.

SECTION 9. TELEPHONE CALLS

When telephone calls are required of Schedule Checkers by the District, they will be made at the District's expense.

SECTION 10. RELEASE FOR PERSONAL NEEDS

A Schedule Checker working a straight assignment in the downtown area will be released from duty for a period of twenty (20) minutes to attend to personal needs sometime near the middle of his/her assignment. The time of release will be designated by the District.

SECTION 11. EARNINGS SHOWN ON PAYROLL CHECK

The earnings of Schedule Checkers will be itemized on the payroll check by showing the hours worked each day.

SECTION 12. TRADING OF ASSIGNMENTS

- (a) Schedule Checkers will be permitted to exchange assignment on a daily basis providing advance permission is received from the Chief Schedule Checker.

- (b) It is understood that there will be no penalty upon the District as a result of granting this exchange.
- (c) In the event a Schedule Checker does not have eight (8) hours' rest between his/her assignments as a result of this exchange, Section 1(b) of this Article will not apply.

SECTION 13. PAYMENTS OF PARKING FEES

Schedule Checkers will be reimbursed by the District for parking fees necessary in connection with their checking assignment.

SECTION 14. USE OF DISABLED OPERATORS

Operators who become physically disabled will be given priority for appointment as Schedule Checker, providing they are otherwise qualified.

All Extra Schedule Checkers shall be required to have a valid medical report on file explaining the status of his/her disability.

SECTION 15. TRAVEL TIME ALLOWANCE

Travel allowance will be paid at the straight time rate of pay for travel between alternate work locations in a split assignment. The allowance will be based on a twenty (20) miles per hour driving time. Automobile usage allowance at the rate indicated in Section 7 of this Article will be paid between the alternate work locations. This allowance does not apply within the Central Business District of Los Angeles.

ARTICLE 25

BUSINESS DEVELOPMENT OPERATING FACILITY

SECTION 1 - PURPOSE

In the event of the loss of twenty percent (20%) of current Federal operating funds as a result of which the District is required to reduce and/or eliminate services, the District shall have the right to create one or more Business Development Operating Facilities. These facilities shall be for the purposes of contracting directly with the cities or the County of Los Angeles to provide replacement transit services or new transit services as requested by the cities or the county, such services to be provided by Proposition A local sales tax funds.

SECTION 2 - USE OF PART TIME OPERATORS

Operator work performed at the Business Development Operating Facilities shall be performed exclusively by part-time operators who shall be limited to no more than ten (10) hours per week of work on transit services contracted to either the cities or the County of Los Angeles which is funded from Proposition A funds.

SECTION 3 - USE OF FACILITIES

Should the District enter into contracts with the cities or Los Angeles County to operate contracted services, the District may lease or purchase new facilities or may operate at a location which was formerly an operating division of the District, but which was closed due to the loss of Federal or local funds. All Business Development Operations must be conducted from facilities which are not part of the regular base or home operating divisions of the District.

SECTION 4 - OPERATIONS OF THE BUSINESS DEVELOPMENT OPERATING FACILITIES

The restrictions on hours on Part Time Operators set forth in Article 50, (c) shall not apply to the ten (10) hours set forth in Section 2 of this Article.

ARTICLE 26

FILING OF CLAIMS - PROCEDURE - LIMITATIONS

SECTION 1. TIME LIMITS ON FILING CLAIM

Claims or disputes with respect to the interpretation or application of the terms of this Contract which are not submitted to the Division Manager within twenty (20) days from date of the occurrence, exclusive of vacation period, will be deemed as abandoned.

SECTION 2. TIME LIMIT ON DECLINING CLAIM

Employees and Union will be notified in writing within twenty (20) days when any time claim submitted at the Division level is not allowed.

If the Division Manager or his/her representative failed to respond in writing to the Unions' written Time Claim within twenty (20) days, this claim will be deemed to be valid and will be paid by the District.

SECTION 3. APPEAL TO DIRECTOR OF TRANSPORTATION

When claims made within twenty (20) days from date of occurrence are declined at the Division level, the employee or the Union, shall have twenty (20) days from date of notice declining claim to present an appeal on the claim to the Director of Transportation.

The Time Claim shall be in writing and shall include a "Statement of Claim", "Statement of Fact", and "Position of the Employee", or "Position of the Local (or General) Committee". When Time Claims are denied by the Director of Transportation or his/her representative, such denials will be made in writing and giving reasons for the denial.

All Time Claims presented to the Director of Transportation which are not responded to in writing within twenty (20) days will be deemed as valid and will be paid by the District.

SECTION 4. APPEAL TO THE HIGHEST OFFICER OF THE DISTRICT

If formal claim is filed within the twenty (20) day limit, as provided in Section 3, and claim is declined, the employee or the Union shall have twenty (20) days from date of decision to appeal to the General

Manager or his/her designated representative. If the claim is a time claim, said appeal shall be in writing. If appeal is not made within the twenty (20) day limit, all rights to handle the case further shall cease and all rights based on the claim shall expire.

SECTION 5. TIME LIMITS FOR DISTRICT DECISION ON GRIEVANCES AND APPEALS

When claims arising from the application of this Contract are submitted originally by the Union, the District shall render its decision promptly and without unnecessary delay, but not later than twenty (20) days from the date of submission. Failing to do so, the time limits set forth for further appeal by the Union will be extended upon the request of the Union. Claims appealed to higher officers will be decided within twenty (20) days from the date of such appeal and said decision shall be in writing. All appeals to higher officers will be made by the Union within twenty (20) days from date of decision. All claims submitted to the highest officer of the District that are not responded to within the twenty (20) day limit as set forth in this Article will be deemed as valid and will be paid by the District.

SECTION 6. EXTENSION OF LIMITS - APPEAL WITHIN ORGANIZATION

- (a) In computing the time limits as outlined in Sections 3, 4, 5, and 6 of this Article, the date shown in the postmark by the United States Post Office on the envelope containing the letter of claim, appeal, or request by the Union or the letter of denial or agreement of such matter from the District will be used as the date for the computation of the respective time limit periods involved.
- (b) By agreement between the District and the Union, the limits set forth in this Article may be extended to specific time in individual cases. They shall be further extended whenever the Union shall advise the District in writing that the grievance or claim has been appealed to the International of the United Transportation Union for decision within the organization and that upon determination of said appeal the case will be renewed actively by the Union. Whenever such cases are first to be adjudicated within the Union it is understood that the District shall not be penalized for accrual of time from the date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to progress the case, at which time the extension of time shall end and the limits shall be applicable to such case.

SECTION 7. APPEAL TO ARBITRATION AND PROCEDURE

If the claim is not satisfactorily settled and the Union desires, the claim may be submitted to arbitration upon the Union's written request. The request for arbitration shall be served upon the District within twenty (20) days from date of decision of the highest officer of the District designated to handle disputes.

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

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

The two (2) representatives shall determine by lot the order of elimination and thereafter each shall, in that order, eliminate three (3) names from said list. The seventh (7th) and remaining name shall thereupon be accepted by both the District and the Union as the third member and Chairman of the Board. The Union and the District member of the Board shall immediately thereafter notify the Supervisor of the California State Conciliation Service of their joint selection.

- (c) The Board shall set the date for the hearing at a date mutually agreeable to the parties.
- (d) The parties further agree: (1) That each party shall be responsible for any expenses in connection with the presentation of its case; (2) That all other expenses of arbitration shall be borne equally by the parties and said expenses may include

making of a verbatim record of the proceedings and a transcript of that record; (3) That the Board shall render a written decision or award within a time limit to be agreed upon by the parties, and the majority decision of the Board shall be final and binding upon the parties.

- (e) Either party may call any employee of the District or person or persons, who are or have performed services for the District, as a witness in any proceeding before the Board, and if the employee is on duty the District agrees to release him from duty so he may appear as a witness.

SECTION 8. NOTIFICATION OF PAYMENT BY MEMORANDUM

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

SECTION 9. CORRECTION OF OVERPAYMENTS

When overpayments are made to employees they shall be corrected but no deduction from Operators' checks shall be made after sixty (60) days from date check has been issued to the Operator [ninety (90) days for Owl assignments]. These periods will be extended when the Operator has insufficient earnings to cover the overage.

SECTION 10. RIGHT OF UNION TO SUBMIT CLAIMS

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

SECTION 11. DEFINITION OF CLAIM

The term "Claim" as used herein means any time claim, or other claim other than discipline which may arise under the application or interpretation of this Contract.

SECTION 12. APPLICABILITY OF ARTICLE

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

SECTION 13. SINGULAR, PLURAL - MALE, FEMALE

Words used in this Article in the singular number include the plural and the plural, the singular. Words appearing in the male gender include the female gender and vice versa.

SECTION 14. 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.

SECTION 15. ONLY MEANS FOR SETTling DISPUTES

It is understood and agreed that the provisions of this Article and Article 27 shall be the sole and exclusive means of settling any dispute or controversy arising out of the application or interpretation of this Contract.

ARTICLE 27

DISCIPLINE RULE

This Labor Contract between the Southern California Rapid Transit District and the United Transportation Union is based upon a spirit of cooperation between the employees and the District to provide a fair and equitable basis for the parties to handle discipline matters which may be brought before them.

The parties do recognize the responsibility of each to provide fair treatment to both parties.

In order that this preamble may be effectuated to its fullest, the procedures for handling discipline matters in an amicable manner are generally outlined on the following pages.

SECTION 1. HEARING BEFORE DISCHARGE OR DISQUALIFICATION

- (a) Before an employee covered by this Contract is discharged or disqualified from any type of service, a hearing shall be held at which time the employee may present his/her case. The employee and the Union shall be notified in writing of the specific charge, time and place of hearing sufficiently in advance to afford the employee the opportunity to arrange representation and/or witnesses, if desired, with the understanding that the District will not compensate any such witnesses for time spent at hearing. The first level hearing will be conducted by the Division Manager, or in his/her absence from that Division by his/her representative.
- (b) If any employee fails to attend his/her hearing, he/she may be discharged or disqualified, whichever is applicable, unless satisfactory explanation is furnished for his/her failure to attend.
- (c) The hearing shall be convened as promptly as circumstances will reasonably permit, but in no event later than five (5) days from the date when the Operator is charged with the offense or held from service whichever is earlier.
- (d) It is agreed that either party may have a transcript made of the hearing at its own expense and by providing its own transcript stenographer.
- (e) If, after review of a suspension, discharge or disqualification, it is mutually agreed that an employee who was suspended,

discharged or disqualified, was completely blameless of charges regarding the offense, he/she shall be reinstated to his/her former position without loss of seniority and will be paid wages lost as though he/she had not been suspended or discharged.

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

If, however, after such a review, it is found that the employee in question was not completely blameless, then the parties may mutually agree upon a reduction of the penalty and upon what, if any, portion of the wages he/she would have earned should be restored to him/her.

- (f) At any hearing or investigation, at any level of the grievance procedure, the employee and/or Union representative will be allowed to get whatever information is desired from the employee's personal record file and then shall be forwarded to the General Chairman's office a copy of all Chief of Transit Police reports which are forwarded to the Director of Transportation, upon which charges are to be filed by the District against an Operator. The reports referred to herein are to be forwarded to the General Chairman at the same time the Director of Transportation forwards them to the Division Manager, for preparation of the charges.

SECTION 2. TYPES OF DISCIPLINE

- (a) Major infractions of the District's rules are excessive absenteeism, gross misconduct, insubordination, not properly accounting for passenger fares, the use of intoxicants or the odor of intoxicants, the use of or possession of narcotics or drugs and failure to submit to a chemical test immediately, accidents, missouts/AVCP, railroad crossing violations, and falsification of sick reports and will subject the employee to suspension or discharge.

Entries on a employee's service record, other than those on accidents or N.A.P. cases, of one (1) year's standing or more, will not be considered in disciplinary or discharge cases.

Certain absences indicated as follows will be excluded from the application of this rule: 1) jury duty; 2) military leave; 3) court appearances under subpoena; 4) medical appointments upon at least 48 hours' notice and subsequent proof of such visit; 5) bereavement leave; 6) day of admission of an immediate family

member to a hospital; 7) removal from service by the District's doctor; 8) occupational injury or illness; 9) earthquake, fire or flood if the employee is personally affected; 10) absences authorized by the Division Manager.

Progressive discipline schedule: a) a sixth absence in a floating six-month period shall result in counseling of the employee; b) a seventh absence in a floating six-month period shall subject the employee to a suspension of up to three (3) days; c) an eighth absence in a floating six-month period shall subject the employee to Section 1 of this Article. (It is understood that an Operator who misses out will be charged with a miss-out not an absence for that day.)

- (b) A merit system of discipline will apply for other infractions of District rules not covered by Subsection (a) above. This will be administered as shown in Section 6 of this Article.
- (c) Service Inspector's reports dealing with certain minor rule violations shall not result in disciplinary action.
- (d) When a Service Inspector writes up an Operator for any violation except Not Accounting for Passengers (N.A.P.), the Operator will be given written notification of the violation by the Service Inspector as soon as possible prior to exiting the bus.

Service Inspectors will be made available to testify at any hearing level, upon request of the affected employee who has been charged with a violation observed and written up by a Service Inspector.

SECTION 3. MISSOUTS

- (a) Operators must report for their assignments at the scheduled time or they will be charged with a missout unless they notify the Division Dispatcher of their inability to report, due to illness, not less than forty (40) minutes prior to their scheduled report time. When an Operator is prevented from reporting on time due to an emergency, and presents acceptable proof of said emergency, the Division Manager will waive the charge of a missout on the Operator's record.
- (b) If, after a hearing has been held, in the event one is held, and charges have been sustained subject to appeal, and discipline is assessed, it shall be assessed in the following manner:

- 1st Missout - Caution
- 2nd Missout - Warning
- 3rd Missout - Counsel with training and assessment
- 4th Missout - Two-Days' Suspension
- 5th Missout - Three-Days' Suspension
- 6th Missout - Subject to the provisions of Section 1 of this Article.

Any period of ninety (90) days between missouts will automatically start an operator back as no missouts. However, during the aforementioned period, employees will not be allowed credit for absences from work occasioned by illness or injury, reduction in force or personal leave of absence.

- (c) The aforementioned schedule is not a license to missout and in no way condones missouts.

SECTION 4. ABSENT WITHOUT PERMISSION - (AWOP)

Employees absent without permission will be subject to the following discipline:

- | | |
|----------------------------------|---|
| 1st Occasion | 1 Day Suspension |
| 2nd Occasion within
12 months | 2 Day Suspension |
| 3rd Occasion within
12 months | Subject to the provisions
of Section 1 of this Article |

SECTION 5. NOTICE BEFORE OTHER DISCIPLINE SUSPENSIONS

Unless the employee is withheld from service pending a hearing, as covered by Section 1 of this Article, on a major violation, as referred to in Section 2(a), the employee will be given at least forty-eight (48) hours' notification prior to being suspended for said infraction.

SECTION 6. MERIT SYSTEM OF DISCIPLINE

- (a) As indicated in Section 2(b), a merit system of discipline will apply for other infractions of the District's rules. Under this system discipline will be measured by cautions and demerits. The first violation of a rule not covered by Section 2(a) above will result in the employee's personnel record being assessed with a caution. Demerits will be assessed in multiples of five (5) for subsequent violations of the same type. Not more than thirty (30) demerits will be assessed for any one violation.

Any period of six (6) months without a similar type of violation will result in the employee being assessed a caution if he/she again violates that type of rule.

- (b) If the discipline is based upon an "Employee's Personnel Record Memorandum" a copy will be sent to the employee on the first violation with "caution" indicated thereon. Unless the employee contacts the Division Manager within seven (7) days, the caution will be assessed on his/her record.

If the Operator again violates a similar type of rule, before the six (6) month period has elapsed, the Operator will be sent an "Interview Notice" which will indicate the nature of the subject to be discussed and the time and place of the alleged violations, when known. If after the interview, the Division Manager finds the employee guilty of the charge, he/she will advise the employee of the number of demerits that will be assessed.

Before an employee is disciplined for matters other than those covered by the "Employee's Personnel Record Memorandum", he/she shall be first given a hearing by his/her Division Manager and shall be entitled to representation by the Union.

- (c) Demerits will be cancelled at the rate of ten (10) merits for three (3) consecutive months of a clear record free of any violations. Credit will not be allowed for a fraction of such clear period of three (3) months. Merits will be added to a clear record up to a maximum of ninety (90) merits.
- (d) The actual date of occurrence will govern in determining the number of clear months. Employees will not be allowed credit for absences from work extending beyond fifteen (15) days, occasioned by illness or injury, reduction in force or personal leave of absence.

Example: If an employee is absent from work for sixty (60) days, only fifteen (15) days of the absence will count towards the three (3) months clear record requirement.

- (e) In case of reinstatement following dismissal for cause other than excessive accumulation of demerits, the employee's record will be resumed as it stood at time of dismissal.
- (f) A person reemployed will begin with a clear record.
- (g) When an employee's record becomes charged with sixty (60) or more demerits, he/she will be counseled by his/her Division Manager with a Union representative in attendance, if desired by

the employee. His/her record will be thoroughly reviewed with him/her in an attempt to avoid his/her reaching the maximum number of demerits. A notice setting the time and date of this counseling meeting will be sent to the employee and the United Transportation Union.

- (h) A formal investigation will be held when the employee has accumulated ninety (90) demerits or more and the employee will be subject to discharge. If extenuating circumstances exist and reinstatement is approved, it will be with fifty-five (55) demerits against the employee's record. A second accumulation of demerits will subject the employee to discharge.
- (i) Merits and demerits will be posted and maintained in the individual employee's file and will be treated as part of his/her personnel record.
- (j) Discipline assessed under this Section will be subject to the hearing and appeals procedures of this Article 27.

SECTION 7. PAYMENT FOR INTERVIEWING WRONG OPERATOR

Should an employee, during his/her hours off, be summoned to the office of his/her Division Manager for alleged violation of District rules, and should it be found that the wrong employee has been so summoned, said employee shall be allowed the actual time from time he/she reports to the designated office (time of arrival and departure to be recorded by the Manager's secretary on an Interview Notice) until released by the Manager, at his/her regular straight time rate of pay, with a minimum of two (2) hours for so reporting, and no entry will be made on Operator's record.

SECTION 8. REPRESENTATION BY UNION

An Employee shall be entitled to representation at any time he/she is required to attend an interview or hearing, if he/she so desires. It is understood that it is the employee's responsibility to arrange for said representation and to attend such interview or hearing at the time designated. The term "Representative" as used in this Article shall mean any Member of the General Committee of Adjustment or his/her assigned representative of the United Transportation Union.

The only item to be discussed at the interview will be the rule violation referred to on the interview notice. It is understood that this in no way restricts the District from generally counseling its employees.

SECTION 9. APPEAL TO TRANSPORTATION/LABOR RELATIONS SUPERINTENDENT

If the Division Manager's decision is not satisfactory, the authorized Union representative may refer the grievance to the Director of Transportation's representative the Transportation/Labor Relations Superintendent in writing within five (5) days from the time the Division Manager's answer was received by the Union representative. Immediately after receiving the grievance or dispute, the Director of Transportation's representative, the Transportation/Labor Relations Superintendent, will arrange a meeting with the authorized Union representative at a mutually agreed to time and place, but in no event will said meeting be held later than five (5) days from the date the grievance or dispute was referred to the Director of Transportation's representative. The case will be discussed by said representative and the authorized Union representative and the aggrieved employee, if so desired. A disposition will be made, such disposition to be given to the authorized Union representative and the decision also made known to the Division Manager within thirty (30) days from the time of the meeting referred to above.

A copy of the Division Manager's memorandum regarding formal hearings, will be provided to the Union. In addition, copies of the Local Chairman's letter requesting appeals to the General Chairman will be provided to the District on those cases appealed to the third level.

The second level hearing process above will be managed and conducted by a Transportation/Labor Relations Superintendent. This person will be appointed by the Director of Transportation, to a full time position adjunct with the Labor Relations Department to handle all second level hearings and related issues.

Second level hearings will be conducted by the Union representative and the Division Manager or his/her representative with presentation(s) of witnesses and/or documents on cases involving major discipline.

All other grievance cases may be processed by the presentation of witnesses or documentary evidence. Division management need not be present at minor grievance hearings.

Prior to rendering a decision at second level, the Transportation/Labor Relations Superintendent shall attempt to resolve second step grievances in a manner mutually acceptable to the Union and the District.

SECTION 10. APPEAL TO GENERAL MANAGER OR
HIS/HER REPRESENTATIVE

- (a) If a grievance or dispute is not satisfactorily settled by Section 9 of this Article, the Union may refer said grievance to the General Manager of the District or his/her representative within five (5) days from delivery of the Director of Transportation's 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/her representative within five (5) days.
- (b) For the purpose of handling grievances or disputes at this step of the procedure, authorized Union representatives and the General Manager or his/her representative, shall meet at a time and place mutually agreed upon, but in no event later than five (5) days from the date of the request by the Union. A written decision of the grievance or dispute shall be prepared by the General Manager or his/her representative within thirty (30) days from the date of the meeting, and two (2) copies shall be mailed to the United Transportation Union.

Such decision shall contain:

- 1. Date
 - 2. Names of those present
 - 3. Statements 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
- (c) Any of the periods within which any of the steps required in Article 26 and 27 are to be performed, may be extended by mutual consent of the parties.

SECTION 11. ARBITRATION

If a grievance or dispute is not satisfactorily adjusted between the General Manager or his/her representative and the United Transportation Union, a request for Arbitration may be submitted to the General Manager or his/her representative by the Union and such Arbitration shall be conducted in accordance with the Arbitration procedure set forth in Article 26.

SECTION 12. TRANSCRIPT

Either party wishing to make a transcript of any of the procedures outlined above may do so at its own expense and by providing its own transcript stenographer.

SECTION 13. TIME LIMITS EXCLUSION

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

SECTION 14 - ACCIDENT REVIEW BOARD

The First Level Accident Review Board shall consist of a two (2) tier level of review. The first level shall consist of three persons: The Division Manager or his/her representative, the Senior Division Instructor or his/her representative, and one Line Instructor chosen from the list of Line Instructors at their respective Division, selected by the Division Manager or his/her representative. The Line Instructors will rotate and cannot be used again until all Line Instructors in the Division have been exhausted.

The First Level Accident Review Board must render its decision in writing to the Division Manager upon completion of their investigation. If the Operator and/or his Union Representative request to have this case appealed to the second level of the Accident Review Board, the Union Representative will have ten (10) days to submit in writing an appeal to the Chair Person of the Second Level Appeal Board. This case must be heard at the second level within ten (10) days from the date the case has been set for an appeal.

The Second Level Accident Review Board of appeal shall consist of two (2) Transportation Operations Supervisors, two (2) Line Instructors, selected from a system-wide alphabetical list consisting of all Line Instructors and the Transportation Superintendent/Labor Relations as the Chair-Person. The Union will present the grievant's position to the Board. The Division Manager or his/her representative will present the District's position to the Board. The decision regarding the accident will be decided by a majority vote of the Second Level Accident Review Board, with the Chair-Person only voting in case of a tie. The second level Accident Review Board's decision must be submitted in writing within thirty (30) days from the time the Board meets. Copies will be forwarded to the General Chairman's office of the United Transportation Union, and respective Division Managers.

If the United Transportation Union representatives are not in agreement with the decision of the Second Level Accident Review Board, they must submit in writing a letter of appeal to the Arbitration Level as set forth in Article 26, Section 7 within fifteen (15) days.

SECTION 15 - BRAKE TEST(S)

Prior to the District conducting a brake test on a bus which has been involved in an accident, the Division performing such test will notify the respective United Transportation Union (UTU) Local Chairman of the testing time and location.

ARTICLE 28

SENIORITY RULES

SECTION 1. SENIORITY DATE, RANK AND RIGHTS

- (a) There shall be one (1) operating seniority roster embracing all employees with their date of hire for the classifications as shown in the Wage Section of this Contract.
- (b) Seniority, within the meaning of this Contract, may be either District, Department or Division seniority. The Division seniority of the Operators are the same dates as the departmental seniority.
- (c) Rights to preference of assignments which are subject to seniority choice are governed by seniority rank.
- (d) There shall be an Operator's departmental seniority roster established in accordance with the date of commencing service within the department.
- (e) Seniority date of Operators shall appear opposite their name on said roster, those with the latest seniority dates appearing lowest on the roster. The term "seniority date" as used herein, is understood to mean the date Operators first start service for pay (including Student instruction), and when several such Operators have the same seniority date, they shall rank among themselves on the roster in the order (hour and date) that they passed the physical examination required of new employees of the District.
- (f) A former employee being reemployed, who has passed a physical examination by the Medical Department within the past sixty (60) days, and it is not deemed necessary for him/her to take another physical examination, shall be given seniority over new employees reporting for duty on the same date.
- (g) There shall be a Division seniority roster in which positions will be established in accordance with the date of commencing service, within the department, for the Divisions which are listed as follows:

Division 1
Division 2
Division 3
Division 5
Division 6
Division 7
Division 8

Division 9
Division 10
Division 12
Division 15
Division 16
Division 18

(h) Schedule Checker's Seniority:

- (1) Schedule Checker's seniority, for those employees of this unit as of January 28, 1960, will be the last date of employment by the District or its predecessor companies.
- (2) The seniority of all employees of this classification who are added to this Section will be the date of entering the Schedule Checker's Section. Employees entering the Schedule Checker's Section will be required to serve a ninety (90) day probationary period during which the Superintendent of Schedules will determine whether or not they can fulfill the duties of the position. Schedule Checkers' seniority for the purpose of bidding vacation periods, bidding days off and for a reduction in forces, shall be the date of his/her entering the Schedule Checkers Section.
- (3) Positions in this Section will be filled by qualified Operators when in the opinion of the Head of the Schedule Division it is felt that they can fulfill the duties of the position. Notice of position will be posted and applications for positions in this Section may be sent on a Miscellaneous Report Form to the Head of the Schedule Division by Operators and Traffic Loaders, and will be given consideration.

(i) Traffic Loaders' Seniority

- (1) There shall be a Traffic Loaders' Seniority Roster established in accordance with the following:
 - (a) Employees on Traffic Loaders' roster on January 28, 1960, will have their seniority on this roster frozen and will not be subject to displacement.
 - (b) Operators who have been restricted from operating the District's revenue equipment and who are qualified as Traffic Loaders, will be placed beneath those frozen employees shown in (a) above and will rank in the order of their Operators' seniority.

- (c) Operators who are physically able to operate the District's revenue equipment will be listed beneath those frozen and restricted employees shown in (a) and (b) above, and may not displace them. These Operators will be listed in the order of their Operators' seniority.
- (2) Extra Traffic Loaders' work will be filled in accordance with Article 22.
- (3) If a Regular Traffic Loader, now holding seniority on the Traffic Loaders' seniority roster, leaves the Division voluntarily by passing a bid for a work assignment or otherwise, except physical disability, he/she waives all rights on the Traffic Loaders' roster.
- (4) Operators working Traffic Loaders' trippers shall hold seniority rights as shown on the Operator's seniority roster and shall exercise same in the manner outlined in Article 9 of this Contract.
- (5) Traffic Loaders' seniority roster shall be posted at Division 21.

SECTION 2. SENIORITY ROSTERS

- (a) A Division seniority roster corrected to date of issue will be issued four (4) times a year. System departmental seniority roster will be issued once a year, just prior to the June Shake-Up.
- (b) The seniority roster will be posted and will be subject to protest for a period of thirty (30) days from the date of posting. Upon presentation of proof of error by an Operator or the Union within such thirty (30) day period, such error will be corrected. If no protest is made by an Operator within the thirty (30) days after date his/her name first appears on the seniority roster, such date will be considered his/her correct seniority date and will not be subject to further protest, except for typographical errors. Otherwise, no change in the seniority roster will thereafter be made, except by agreement between the District and the United Transportation Union.

SECTION 3. SENIORITY ON ACQUIRED PROPERTIES

Seniority rights of employees who are transferred to the District in an occupation within the Wage Section of the Contract from properties acquired in whole or in part by the District shall be governed by appropriate agreement between the District and the United Transportation Union.

SECTION 4. EXCHANGE SENIORITY

All employees who have exchanged seniority in the past shall retain the seniority position established as a result of such change.

SECTION 5. BLENDING OF SENIORITY

The last prepared seniority rosters of the former Los Angeles Transit Lines and the former Metropolitan Coach Lines' employees, plus additions and deletions, were used in the blending of seniority in the following manner, recognized as fair and equitable by the transportation industry.

Where more than one (1) employee carried the same seniority date, they were ranked in alphabetical order by position. This did not disturb the relative position of the employees on their respective seniority rosters.

EXAMPLE:

LATL ROSTER

- | | | |
|----|--------------|---------|
| 1. | Moe, P.D. | 8-26-58 |
| 2. | Oboe, L. S. | 8-26-58 |
| 3. | Jones, A. A. | 8-26-58 |
| 4. | Smith, A. B. | 8-26-58 |

MCL ROSTER

- | | | |
|----|----------------|---------|
| 1. | Roe, S.F. | 8-26-58 |
| 2. | Brown, R. S. | 8-26-58 |
| 3. | Johnson, A. B. | 8-26-58 |
| 4. | Walker, S. S. | 8-26-58 |
| 5. | Allen, P. F. | 8-26-58 |

EXAMPLE:

BLENDED ROSTER

- | | | |
|----|----------------|---------|
| 1. | Moe, P.D. | 8-26-58 |
| 2. | Roe, S. F. | 8-26-58 |
| 3. | Brown, R. S. | 8-26-58 |
| 4. | Oboe, L. S. | 8-26-58 |
| 5. | Johnson, A. B. | 8-26-58 |
| 6. | Jones, A. A. | 8-26-58 |
| 7. | Smith, A. B. | 8-26-58 |
| 8. | Walker, S. S. | 8-26-58 |
| 9. | Allen, P. F. | 8-26-58 |

ARTICLE 29

REDUCTION IN FORCES

SECTION 1. METHOD OF REDUCTION

When necessary to reduce forces, reduction will be made in the order of least District seniority in the classification being reduced. Employees so displaced may exercise his/her seniority to displace a Junior employee in any other classification where he/she holds seniority. Only an employee going to an Operator classification will return to his/her Division or to the Division of his/her choice under the provision of Article 9, Section 9. In either case, he/she will exercise his/her seniority in accordance with Article 9, Section 5, of this Contract.

SECTION 2. JUNIOR EMPLOYEE FURLOUGHED

Employees unable to exercise their seniority in accordance with the provisions of Section 1 of this Article and unable to secure employment under Article 9, Section 12(b)(3) will be furloughed.

SECTION 3. RECALLING FURLOUGHED EMPLOYEES

Furloughed employees will be recalled to service in the order of their seniority. To be eligible for reinstatement, furloughed employees must keep the District informed of their current address. The District's obligation to offer reinstatement shall be fulfilled by mailing notices by registered mail to the most recent address supplied by the furloughed employees. Furloughed employees must notify the District within ten (10) days after such reinstatement offer has been mailed by the District and report for work within twenty-one (21) days after the date of the District's notification.

SECTION 4. REMOVAL FROM SENIORITY ROSTER

- (a) An employee failing to respond to the notice as provided in Section 3 of this Article shall be deleted from the seniority list.
- (b) An employee with less than three (3) years' seniority laid off on account of reduction in force, shall have his/her name carried on the seniority roster for a period of twelve (12) months following lay-off or furlough.

SECTION 5. NOTIFICATION OF MAJOR REDUCTION IN FORCE

The Union will be given at least ten (10) days' notice in the event of a major reduction in forces.

SECTION 6. SCHEDULING DEPARTMENT REDUCTION IN FORCES

A. METHOD OF REDUCTION OR DISPLACEMENT

When necessary to reduce/displace forces, reduction/displacement will be made in the order of the least seniority on the current roster. An employee so displaced will exercise seniority on his/her previous UTU Roster to displace the Junior employee in the previous roster from which he/she came. If the employee is not able to bump onto a previous UTU Roster, he/she shall next be allowed to bump into another UTU Roster in the Department and then into the UTU operating ranks. An employee going to Operator's classification will return to the Division of his/her choice under the provisions of Article 9, Section 9, in the current UTU Operator's contract as if returning from leave. Seniority will be exercised in accordance with Article 9, Section 5, of the UTU Operator's Contract.

In the event that a reduction in forces will involve two (2) employees with the same roster seniority date, then departmental seniority shall control. If departmental seniority is the same, then District seniority shall control.

B. UNION EMPLOYEE FURLOUGHED

Employees unable to exercise their seniority in accordance with the provisions of Section 1 of this Article and unable to secure employment under Article 9, Section 12(b) (3) in the UTU Operator's contract will be furloughed.

C. RECALLING FURLOUGHED EMPLOYEES

Furloughed employees will be recalled to service in the order of their roster seniority. To be eligible for reinstatement, furloughed employees must keep the District informed of their current addresses. The District's obligation to offer reinstatement shall be fulfilled by mailing notices by registered mail to the most recent address supplied by the furloughed employees. Furloughed employees must notify the District within ten (10) days after such reinstatement offer has been mailed by the District and report for work within twenty-one (21) days after the date of the District's notification.

D. REMOVAL FROM SENIORITY ROSTER

1. An employee failing to respond to the notice as provided in Section 3 of this Article shall be deleted from the seniority roster.

2. An employee with less than three (3) years' seniority laid off on account of reduction in force, shall have his/her name carried on the seniority roster for a period of twelve (12) months following lay-off or furlough.

E. NOTIFICATION OF MAJOR REDUCTION IN FORCE

The Union will be given at least ten (10) days' notice in the event of a major reduction in forces.

ARTICLE 30

LAYING OFF

SECTION 1. MAKING REQUEST TO LAY OFF

Operators desiring to lay off will be required to make layoff requests to Division Manager prior to 9:00 A.M. on the day preceding desired lay off, except for bona fide illness, or other good cause.

SECTION 2. LAYING OFF

Operators working regular assignments will be allowed to lay off part of their assignment for bona fide illness and may be allowed to lay off for other reasons acceptable to the supervisory officer having jurisdiction. Operators unable to work due to bona fide illness or other good cause will notify the Division Manager immediately.

SECTION 3. GRANTING REQUEST TO LAY OFF

Operators making request to lay off will be given as much advance information as possible as to whether or not they can be relieved as requested. The District will make every effort to grant time off requested by Operators for legitimate reasons.

SECTION 4. TIME OF REPORTING FOR SERVICE

Unless time of reporting back for duty is definitely arranged with the Division Manager at time of laying off, Operators who have been laying off and have not reported before 11:00 A.M. for the next day's assignment will be held off his/her assignment or Extra Board position until the Extra Board is again posted. Extra Operators laying off through their own choice will not be required to be available prior to expiration of twelve (12) hours, and twelve (12) hour period starting at the time the Operator would normally have signed on that day, if other qualified Extra Operators, including VCB and OCB Extra Operators, are available for service.

SECTION 5. OPERATORS REPORTING SICK - REPORTING BACK FROM ILLNESS

- (a) This Section applies only to Operators reporting to the District an illness, as differentiated between Sections 1 through 4, which pertain to laying off one (1) day or more.

- (b) Operators will give the District as much notice as is possible when calling in and reporting sick.
- (c) An Operator reporting himself/herself sick will be permitted to report for work by 11:00 A.M. for the next day's assignment and will not be required to produce a release from a medical doctor unless he/she has been absent from work for four (4) or more work days.
- (d) In the event the Operator is absent from work for four (4) or more work days, he/she must secure a release from a medical doctor. This release must indicate the nature of the illness, and, if treated, an indication of what he/she was treated for. If a medical doctor should give a release for the Operator to return to work but refuses to state the nature of the illness at the time of issuing release, Operator shall not at that time be withheld from service. Said release must be presented to the Division Dispatcher before going to work.
- (e) An employee who is absent fourteen (14) or more occasions in any twelve (12) consecutive month period due to illness will be required to present a medical release to return to work as in (d) above, for each such absence
- (f) Failure of an Operator to present a release when required will result in his/her being withheld from his/her assignment without penalty to the District.
- (g) An Operator who is off on indefinite leave must present a medical release to the Personnel Department prior to returning to work. An Operator who is off four (4) working days or more on a recurrence of an industrial injury will report to the Division Manager before returning to work. If the Operator is to undergo a further examination and subsequently is found able to return to work, the Operator will incur no financial loss.

SECTION 6. SCHEDULING DEPARTMENT REQUESTS FOR TIME OFF

Employees desiring to take time off without pay will be required to make a request, in writing, to the department head prior to 9:00 A.M. on the day preceding desired day off, except for bona fide illness or other good cause.

ARTICLE 31

LEAVE OF ABSENCE

SECTION 1. PERIOD OF LEAVE ALLOWED

- (a) Employees covered by this Contract may be granted leaves of absence limited to ninety (90) days in any twelve (12) month period without loss of seniority. Special consideration will be given to employees in instances involving death in family, illness in family or major confirmed personal problems and extended leaves may be granted through agreement of the District and the Local or General Chairman of the United Transportation Union. This limitation rule shall not apply to employees absent on account of sickness or injury. Employees who are absent on account of sickness or injury shall automatically be granted leaves of absence and such leaves of absence shall remain in effect until such employees resign or have been finally determined to have been terminated in accordance with the provisions of Paragraph (b) below. Employees on leave of absence shall be considered as employees of the District.

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

The District or the Union may, within thirty (30) days prior to the expiration of the two (2) year leave, request further extension in meritorious cases where recovery appears probable and where such recommendation is made by the Medical Director of the District or by recommendation of a licensed physician obtained by the employee and where agreement is reached by the two doctors recommending the extension of the leave. If there is disagreement as to the propriety of the extension, the parties may appoint a third physician to adjudicate the disagreement with the majority decision prevailing. Such costs incidental to obtaining and arriving at a decision from the third physician will be shared equally by the District and the Union.

- (c) Any employee who accepts regular, outside, gainful employment while on leave of absence, except as herein specified, terminates his/her employment with the District except that employees who are on leave of absence on account of sickness or injury shall

not be terminated unless at the time they perform such outside employment they are physically able to perform their duties as an Operator, Traffic Loader, Schedule Checker or Schedule Maker on a regular, full-time basis, and providing such position is available to the employee. The employee will notify the District and the Union of such employment.

Employees receiving unprovoked attack pay under the provisions of Article 39, Section 2 will not be permitted to accept outside employment.

Employees who have been granted a leave of absence because of physical restrictions, or license restrictions as covered by Subsections (a) and (b) of this Section, and who are receiving benefits under any State Law which requires them to accept gainful employment to be eligible for these benefits, will not have their services terminated provided they immediately inform the District and the Union of such employment and its duration.

The following employee benefits will be affected as indicated during the period the employee is engaged in the above referred to outside employment:

- (1) Participation in the Health and Welfare Program as covered by Article 46 of this Contract will be suspended for full months of outside employment. In the event the employee is employed less than a full month, his/her participation will be suspended during the period of said employment. It is further understood that these employees will be precluded from treatment for any disability arising on or off the job that occurred during the period of outside employment.
- (2) No Group Insurance principal payment will be made to an employee's beneficiary during the period of outside employment because of the death of the employee unless the death was caused by the condition for which the employee was granted the leave of absence. It is understood the employee will continue his/her contributions, if any, as shown in Article 45.

Employees will be entitled to unrestricted Group Life Insurance coverage providing the employee pays the premium.

- (3) Employees covered by this Section will continue to be covered by the Pension Plan, as indicated in Article 48 of this Contract, by payment of their own pension contribution, if any. This coverage will be limited to the conditions as set forth in the Pension Plan.

- (d) A leave of absence up to one (1) year shall be granted upon application of a pregnant employee, without seniority being affected.
- (e) Application for leave of absence may be made by the employee or his/her Union representative.

SECTION 2. LEAVE OF COMMITTEEMEN

Committeemen of the United Transportation Union representing employees of the District shall be granted leaves of absence as requested.

SECTION 3. LEAVE FOR OFFICIAL POSITIONS, PUBLIC OFFICE AND COMMITTEE POSITIONS

- (a) Employees holding elective or appointive public office or exclusively employed in representing the employees of the District, or exclusively employed in the service of the United Transportation Union, will be granted necessary leave of absence, will retain their seniority rights and shall be allowed to return to operating and exercising their seniority under the provisions of Article 9. Employees will be granted necessary leaves of absence for positions in the District's service and may be allowed to return to operating and exercising their seniority under the provisions of Article 9. Exceptions to the provisions of this Section may be agreed upon between the District and the General Chairman.

If an Operator accepts a position with Management and is no longer covered under the provisions of the Labor Contract, he/she must relinquish their seniority rights with the UTU if they remain in a Non-Contract status in excess of ninety (90) days. In addition, any employee that transfers out of the bargaining unit into another bargaining unit will have their seniority terminated with the United Transportation Union bargaining unit after ninety (90) days. All present Non-Contract employees paying dues to the UTU will be excluded from this provision.

- (b) Certain employees within the scope of this Contract enjoy seniority rights in other classes of the District's service not covered by this Contract. In order to protect the said seniority of these employees, it is provided in certain working agreements that these employees accept work offered them. In these instances, if such work leaves them unavailable for service the next day, the earnings they would have made will be protected to them.

SECTION 4. MILITARY SERVICE-NATIONAL GUARD
U.S. ARMED FORCES RESERVE TRAINING

- (a) An employee subject to the terms of this Contract, who is called into or enlists in the armed forces of the United States or its Allies shall be given leaves of absence in accordance with applicable laws affecting military leave.
- (b) Employees covered by this Contract shall be granted necessary time off for military training as provided for under Section 395 of the Military and Veterans' Code, as applicable to this District.
- (c) Employees referred to in Section 4(b) of this Article will be compensated for time off with a maximum of thirty (30) calendar days at eight (8) hours per work day at their regular hourly rate of pay, for time involved in active duty training in accordance with Section 395.01, 395.02, and 305.05 of the Military and Veterans Code as may be applicable. Payment will not be made for inactive duty training time.
- (d) An employee, if he/she desires, upon giving five (5) days' written notice of his/her intention, shall be privileged, during vacation periods to return temporarily to the District's service while on leave of absence, and during such temporary returns to service shall be privileged to exercise his/her seniority in accordance with the provisions of this Contract.

ARTICLE 32

APPROVAL OF APPLICATION

SECTION 1. APPROVAL OF APPLICATION DURING PROBATIONARY PERIOD

Applications for employment as Operators will be approved or rejected within ninety (90) days from date of entering service. When applicant is not notified to the contrary, within the time specified herein, it will be understood that the application is approved.

SECTION 2. FALSIFICATION DISCOVERED AFTER PROBATIONARY PERIOD

The provisions of Section 1 shall not operate to prevent the removal from service of such applicant, if subsequent to expiration of ninety (90) days, it is found that information given by him/her in his/her application is false and that the falsification is of substantial current significance or, if it had been known at the time of employment, employment would not have been offered. An applicant whose application for employment had been disapproved on account of falsification subsequent to ninety (90) days from date of entering service shall have the same right of investigation, pursuant to the application of this rule, and right of appeal as provided in Articles 26 and 27 if written request is made to his/her supervising officer within five (5) days after notification of disapproval.

SECTION 3. SCHEDULING DEPARTMENT PROBATIONARY PERIOD

A. LENGTH

Employees covered by this Agreement shall have a probationary period. The probationary period for Schedule Maker II's and Schedule Maker I's shall be for six (6) months of actual service which may be extended with the concurrence of the Union and the District. The employee shall receive the opportunity to have a meeting with the Supervisor and the Shop Steward in order to discuss the deficiencies of the probationary employee.

B. FALSIFICATION OF RECORDS

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. After twelve (12) months of service the falsification must be of substantial current significance, in order to subject the employee to discipline or discharge.

ARTICLE 33

EFFICIENCY TESTS

In making efficiency tests, the officials making such tests will change indicators, uncover headlights or turn markers instead of asking Operators to do so.

ARTICLE 34

RE-EXAMINATIONS

Operators will be given an opportunity to attend re-examinations in rules and regulations and physical examinations without loss of time. Time involved will not be paid for by the District unless examinations are given at times which make it impossible for an individual to take examinations on day off or off hours. It is understood that Operators will utilize days off or off duty time for the purpose of taking re-examinations and in the event of failure to do so they may be required to take re-examinations as scheduled by the District without penalty to the District.

Operators required to take physical re-examinations on off days or off hours will be paid \$10.00 in lieu of any other compensation. In the event an Operator is detained at the place of physical re-examination in excess of one and one-half ($1\frac{1}{2}$) hours from his/her scheduled appointment time, he/she will be paid for all time held beyond the one and one-half ($1\frac{1}{2}$) hours. Said payment will be at the straight time hourly rate of his/her position with no minimum allowance applying and is in addition to the \$10.00 provided above.

It is understood that pre-employment physical examinations and physical re-examinations will be performed by acceptable professional personnel designated by the District.

ARTICLE 35

SERVICE LETTER

When an employee covered by this Contract leaves the service of the District, he/she will be given a service letter, if he/she so requests, within five (5) days of the date of the request, stating his/her term of service and capacity in which employed.

ARTICLE 36

CHECKING EARNINGS

The District will permit Local Chairmen and/or the General Chairman to check the time records and earnings of the employees covered by this Contract, during regular business hours.

All paychecks issued to employees will itemize all straight time hours worked and overtime, if any, during the pay period.

ARTICLE 37

UNIFORMS

SECTION 1. UNIFORMS FOR OPERATORS

- (a) Motor Coach Operators and Traffic Loaders will be required to provide, and properly maintain prescribed uniforms, while on duty, in conformity with the Rules and Regulations of the Transportation Department. The prescribed uniforms shall consist of a cap, shirt, tie, jacket, trousers and shoes or Wellington type boots. A sweater may be worn by employees covered by this Article. The style and color of the uniforms for Motor Coach Operators has been agreed upon by the District and the Union and specifications will not be changed without agreement between the parties.
- (b) Operators will be permitted to wear lightweight, wash and wear type trousers. The style and color has been agreed to by the District and the Union.
- (c) The District shall pay each Operator a maximum of one hundred twenty-five (125) dollars per calendar year for uniforms, after one (1) year of service. Effective January 1, 1983, the uniform allowance shall be increased to one hundred fifty (150) dollars per year. This payment will be paid on the Operator's anniversary date.

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

SECTION 2. USE OF SPORTS SHIRTS

Operators may wear regulation short or long sleeve sports shirts which have been agreed upon by the Union and the District. The wearing of neckties is optional on the part of the Operators. Operators not wearing neckties will be permitted to wear sports shirts with the first two buttons open. A blouse type sports shirt will also be permitted.

SECTION 3. WEARING OF DISTRICT BADGE

Operators will be required to wear District badge number emblems showing employee number at all times when on duty. Such emblems shall be worn centered on the right sleeve one (1) inch below the shoulder seam of jackets, sweaters and shirts in such a manner that it will be in full view of boarding passengers. Traffic Loaders will be required to wear caps while on duty, chambray helmets (letter carrier type) may be worn between May 1 and September 30, inclusive.

SECTION 4. UNIFORM REQUIREMENTS DURING PROBATIONARY PERIOD

New Operators during their ninety (90) day probationary period will be required to provide themselves a uniform shirt and tie, and will be allowed to wear dark trousers, which may or may not be regulation. Operators after passing their ninety (90) day probationary period will be required to provide themselves with regulation uniforms as set forth in Section 1 above.

SECTION 5. WEARING OF UNIFORM EMBLEMS

Operators will be allowed to wear United Transportation Union emblems not to exceed one and one-half (1½) inches in diameter on their jackets and/or shirts, with understanding that only one (1) emblem will be worn at any one time.

SECTION 6. JOINT UNIFORM COMMITTEE

There shall be a uniform committee consisting of two (2) representatives from the Union and two (2) representatives from the District to handle and resolve problems relating to Operator's uniforms. If a dispute arises that cannot be resolved, such dispute shall be directed to the General Chairman and the Director of Transportation for further handling.

ARTICLE 38

OPERATORS' QUARTERS - BULLETIN BOARDS

SECTION 1. OPERATORS' QUARTERS

- (a) The District shall provide and maintain clean and sanitary Operators' quarters for employees at each Division, Terminal Division and Auxiliary Division of the District where Operators are required to sign on and sign off.
- (b) All Operators' quarters shall be provided with a sufficient number of tables, chairs and/or benches in order that Operators using those quarters will be comfortable in the performance of their so-called sedentary duties. New benches will have backs.
- (c) The District shall, at each Division where Operators sign on and sign off, provide a sufficient number of lockers in order that each Operator may have his/her own individual locker which he/she may keep padlocked for the protection of his/her own personal belongings. Operators under this rule shall provide their own padlocks, and the District will not be responsible for personal belongings stored in the locker, other than the normal protection provided by the District at Division points. At Divisions where the small type lockers are provided, a provision will be made for the storing of coats, clothing and seat cushions.

SECTION 2. RECREATIONAL ACTIVITIES

Operators in the District's Divisions will be allowed to enjoy such recreational activities as they desire which are not in conflict with the District's policies.

SECTION 3. BULLETIN BOARDS - MATERIAL

- (a) The District will furnish bulletin boards at the various Divisions for the use of the United Transportation Union. At any location where there are two (2) Divisions, and they are under the

jurisdiction of different Locals of the Union, the District will provide separate bulletin boards for each Local. The Union may furnish their own locks when desired.

- (b) The Union will not post on bulletin boards any material derogatory to the District.

SECTION 4. REGULATION CLOCKS

The District shall place regulation clocks in each Division location that has the facility for one. The clocks at the major Divisions will be checked each A.M. to determine the correctness of the time.

SECTION 5. OUTSIDE RESTROOM FACILITIES

Restroom facilities shall be provided on all bus lines wherever practicable.

SECTION 6. SCHEDULING DEPARTMENT BULLETIN BOARDS

- A. The District shall furnish a bulletin board in the Scheduling Department for the use of the United Transportation Union. The Union may furnish their own locks when desired.
- B. The Union shall not post on bulletin boards any material derogatory to the District.

ARTICLE 39

EMPLOYEE'S SAFETY

SECTION 1. REIMBURSEMENT IN EVENT OF ROBBERY OR UNPROVOKED ATTACK

The District agrees to reimburse or replace to its Operators the following items to the extent shown where such items were lost as a result of a robbery or unprovoked attack of the Operator while he/she was on duty. It is understood that it shall be the duty of the Operator to use caution and diligence in the protection of his/her and the District's property.

- (a) Replace and/or repair broken glasses, repair or replace uniforms damaged or taken from the Operator during the course of a robbery or unprovoked attack.
- (b) Replace regulation changer.
- (c) Replace ticket punch.
- (d) Replace or reimburse Operator not to exceed one hundred fifty (150) dollars as the value of a standard watch as required by the District.
- (e) Replace tokens or change fund in the amount required to be carried by the Operator, provided Operator had the required amount in his/her possession when reporting for duty.
- (f) Reimburse up to ten dollars (\$10.00) of personal funds or miscellaneous items carried by the Operator, provided the Operator had this amount or miscellaneous items in his/her possession at the time of the robbery or unprovoked attack.
- (g) The District will write off the value of the hand fare receipts in the possession of the Operator at the time of a robbery.

SECTION 2. PAYMENT FOR TIME LOST

- (a) It is further agreed that if the Operator is physically injured as a result of such robbery, or as a result of an unprovoked attack by another person, such injury resulting in a loss of time,

he/she shall be paid 100% of the time lost during the first seven (7) days of disability and 80% of the time lost thereafter. If Workers' Compensation Benefits are provided during this period, the basis of payment will be as shown above less the Workers' Compensation Benefits.

Operators sustaining injury shall be paid for all time lost as the result of an unprovoked attack when medical verification is provided. Payment will be limited to a maximum of two (2) years for any one incident.

- (b) An Operator required to wear prescription glasses as a condition to his/her license to drive, whose prescription glasses are lost or damaged as a result of robbery or unprovoked attack, will be compensated up to a maximum of three (3) days' pay for time lost until the glasses are repaired or replaced.
- (c) In the event an Operator loses time due to the loss of his/her regulation watch in a robbery or unprovoked attack, he/she will be compensated for the remainder of his/her assignment that day.

SECTION 3. INVESTIGATION OF ROBBERY

- (a) If an Operator requests, a Union representative may attend any type of investigation of a robbery held by any District representative, except initial investigations into robberies involving said Operator, and the Operator shall be given not to exceed twenty-four (24) hours (Saturday, Sunday and Holidays excluded), to request such representation before such District investigation takes place.
- (b) If for any reason a District representative interviews an Operator concerning a robbery, the Operator will be paid for any time lost as a result of such interview.
- (c) If an Operator is requested to attend a police "show-up" or to attend an investigation at the office of the Chief of Transit Police concerning a robbery, he/she will be paid under the provisions of Article 40 of this Contract.

SECTION 4. REPORTING OF ROBBERY

The above allowance will be made if Operator reports the robbery in accordance with the outstanding instructions and provided there is sufficient evidence that the loss as herein-above outlined as occasioned by a robbery while the Operator was on duty.

SECTION 5. ASSAULT AND ROBBERY LIFE INSURANCE

The District agrees to provide a life insurance policy for each employee covered by this Contract in the amount of fifty thousand (50,000) dollars at no cost to the employee to be payable to the designated beneficiary upon the death of any employee when the death is caused during an assault and/or robbery against the employee while on duty, or death as a result of an injury or illness received during an assault and/or robbery against the employee while on duty.

SECTION 6. SCHEDULE MAKERS' SAFETY

A. ASSAULT AND ROBBERY INSURANCE

The District agrees to 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 upon the death of any employee when the death is caused during an assault and/or robbery against the employee while on duty, or death as a result of an injury or illness received during an assault and/or robbery against the employee while on duty.

ARTICLE 40

OPERATORS

COURT APPEARANCE AND JURY DUTY

SECTION 1. COMPENSATION FOR APPEARANCE

The District agrees to compensate any employee, at the rate of pay prescribed by the terms of this Contract, 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 time spent under subpoena by the District in any criminal proceedings wherein his/her presence is required, due to his/her witnessing occurrences while on duty. Pay will include travel from Home Division to point of appearance, and return. Compensation will be as follows:

(a) On Regular Work Day

Operators will not be paid less than they would have received had they worked their scheduled or assigned work time.

(b) On Off Day

Operators will receive pay at one and one-half ($1\frac{1}{2}$) times their straight time hours for time required, with a minimum of twelve (12) hours at straight time rate.

(c) Vacation

- (1) Extra Operators will be paid their straight time rate of pay with a minimum of eight (8) hours for appearance on what would be a regular work day and one and one-half ($1\frac{1}{2}$) times their straight time hours, with a minimum of twelve (12) hours for appearance on their off day.
- (2) Regular Operators shall be paid at their straight time rate of pay, with the earnings of their assignment preserved to them, for appearance on a regular work day, and one and one-half ($1\frac{1}{2}$) times their straight time hours, with a minimum of twelve (12) hours for appearance on their off day.

- (3) Payments outlined in (1) and (2) above will be made in addition to vacation payments due Operators under the provisions of the Contract.
- (d) This Section covers any matters through which an Operator is required to spend time by request or subpoena by the District or any law enforcement agency covering accidents or incidents which happen within fifty (50) feet of a District vehicle, even though a District vehicle is not involved. An Operator will notify his/her Division Manager as soon as possible upon being served a subpoena.

SECTION 2. INSTRUCTIONS TO REPORT

It is understood that the Operator will be instructed to report to court or the attorney's office only by the District personnel and not by representatives of the insurance company or attorney's office.

SECTION 3. JURY DUTY NOTICE

Any employee receiving notice to report for examination as a prospective juror or notice of a call to jury duty shall show such notice when required to appear before the Jury Commissioner. If, after showing said notice to Division Manager, personal appearance of employee is required, the employee shall be allowed reasonable time for such appearance. If loss of time from work is necessary for such appearance, he/she will receive a maximum of two (2) hours' pay time at the straight time rate of pay.

SECTION 4. PAYMENT FOR TIME LOST ON TRAFFIC CITATION

The District agrees to compensate any Operator for time lost while in court, defending himself/herself against a traffic citation received because of being involved in an unavoidable accident while on duty for the District. This payment will be made providing the Operator is found not guilty by the court.

It is understood that the Division Manager's decision as to avoidability of the accident is subject to appeal under the provisions of Article 27 of this Contract.

SECTION 5. LEGAL ASSISTANCE

- (a) In the event an employee is charged with any crime other than a traffic infraction arising directly out of an accident involving a District bus and another vehicle, property, or person during the course of his/her employment, the District agrees to provide said

employee, at District's expense, with competent legal counsel to represent the employee, unless the employee is also charged with driving under the influence of alcohol or non-prescribed drugs. The legal counsel employed by the District shall make the final determination as to whether sufficient cause exists to justify an appeal of the proceedings at District's expense from the trial court.

- (b) In the event an employee is charged with any crime allegedly perpetrated against a legitimate passenger while the employee is operating a District bus in scheduled passenger service without deviation from his/her assigned route, the District shall reimburse the employee for reasonable and customary legal fees incurred in such defense, as determined in (c) of this Section.
- (c) The District shall pay or not pay attorney fees, pursuant to this Section, in the following situations as listed below:
 - (1) Guilty verdict - either court or jury trial: District shall not pay fees.
 - (2) Not guilty verdict - either court or jury trial: District shall pay fees.
 - (3) Pleas of Nolo Contendere: District shall not pay fees.
 - (4) If misdemeanor charged and Operator pleaded guilty to a different offense that is directly related to the original charge, District shall not pay fees. If he/she plead guilty to an offense that is not directly involved with original charge, the District shall pay the fees.
 - (5) If a felony is charged and the Operator pleads guilty to a lesser included offense, and if that lesser charge is still a felony, the District shall not pay the fees. If the Operator pleads guilty to a misdemeanor that is not directly related to the original felony charge, the District shall pay the fees.
 - (6) Dismissal without prejudice: District shall pay fees; however, if the case is refiled and the Operator is later found guilty of the refiled charge, fees paid by the District shall be refunded to the District.
 - (7) Dismissal with prejudice: District shall pay fees.

- (8) Mistrial - if it results in a new trial, payment of fees by the District will depend on outcome of new trial.
- (9) Operator arrested and placed in custody, retains attorney who persuades District Attorney to drop charges and reject the filing; District shall pay fees. However, if charge is later refiled, payment will depend on outcome of new charges, per this Agreement.
- (10) City Attorney Hearing - if it results in dismissal, District shall pay fees, otherwise payment to depend on outcome - per this Agreement.
- (11) Civil Compromise pursuant to P. C. 1377-78: District shall not pay fees.

ARTICLE 41

LICENSES PAID FOR

Operators of motor coaches or other revenue equipment must have any type of license required in order to operate the District's equipment. The District will reimburse Operators for the renewal of State licenses and any other licenses required after the first year of employment. To receive reimbursement, the Operator must present a receipt denoting payment of fee and must show the Division Manager his/her permanent license when received.

ARTICLE 42

TRANSPORTATION PRIVILEGES

Full-Time and Part-Time employees will be given transportation privileges at time of employment, and spouse after completion of employee's probationary period. Employees' 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. An administrative fee of \$15.00 will be levied for replacement of lost or stolen bus passes and only one pass will be replaced per person, per year. It is understood that there will be only one replacement pass per employee or dependent. Retirees shall pay \$3.00 for replacement of lost or stolen bus pass.

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 employees in the application of this transportation privilege rule.

ARTICLE 43

VACATIONS

SECTION 1. LENGTH

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

- (a) Vacations will be allowed at straight time rate of pay as follows:

Two (2) weeks' vacation after one (1) year continuous service.

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

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

Five (5) weeks' vacation after seventeen (17) years' continuous service.

Six (6) weeks' vacation after twenty-six (26) years' continuous service

- (b) It is understood that the years of continuous service refers to full-time employment and excludes employees receiving any credit for years of service or for compensated service where such service performed constituted work performed as Collectors and as part-time employees in any department of the District. Vacations or allowances thereof under two (2) or more agreements with the District shall not be combined to create a vacation of more than the maximum number of days provided for in any such agreements.

SECTION 2. PAYMENT

- (a) Payment for vacation will be on the basis of forty-five (45) hours per week times the number of weeks for which employee has qualified for vacation.
- (b) The rate for payment of the vacation allowance referred to in (a) above, will be the hourly rate for his/her classification as shown in Article 1 of this Contract, unless the employee is receiving vacation pay in lieu of vacation while off work due to illness, injury or leave of absence. In the latter event, the rate of pay will be the hourly rate in effect for his/her classification of service at the time payment is made.

SECTION 3. VACATION PERIOD

Vacations to be taken between June 1, and May 31, except when sick leave due to illness or injury, as provided in Article 31, an employee who will not be able to return to work before the end of the vacation year, may, if he/she so desires, not draw his/her vacation pay by the end of the vacation period. In this event he/she may request payment at any time after June 1 of the following vacation year, while still on sick leave, or wait until his/her return to work at which time it will be paid. It is understood that this does not permit the employee to carry his/her vacation period into the next year, only the payment thereof.

SECTION 4. CONTINUITY OF SERVICE ON REINSTATEMENT

- (a) 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 purposes of determining their eligibility for the vacation allowances herein provided, they shall be credited for that period of continuous active service they 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 shall be credited to continuous service vacation eligibility requirements.
- (b) When an employee is discharged from service and thereafter restored to service during the same vacation year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualifications for vacation during the following year. In the application of this Paragraph, it is understood that in instances where an employee is discharged and paid his/her vacation allowance that such payment will be deducted from any subsequent vacation payment due during the vacation year.

SECTION 5. VACATIONS NOT CUMULATIVE

Vacation periods shall not be cumulative.

SECTION 6. METHODS OF SELECTION

- (a) It is understood and agreed that employees will be given preference to vacation periods in seniority order. Vacations will be bid by Divisions. Vacation will be bid at the time assignments are bid

for the June Shake-Up. Operators will select their assignments first then their vacation dates. Operators not prepared to select vacation dates at that time will be passed, and will bid from those vacation spots available at the time bid is received. It is understood that Auxiliary Divisions and/or Terminal Divisions will bid their vacations independently from the Home Divisions. Questions involved in the selection of vacation periods will be settled by agreement between the District and Local Chairman.

- (b) If an Operator is entitled to an additional week's vacation as a result of his/her anniversary date, and there are no open vacation periods to bid, he/she shall be assigned the week commencing on the Sunday following his/her anniversary date. In the event there is more than one (1) Operator involved with the same anniversary date, additional consecutive weeks will be made available on seniority basis.

SECTION 7. WORK REQUIREMENT

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

SECTION 8. PRORATING FIRST YEAR OF EMPLOYMENT

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 1 and 2 of this Article, a new employee, after one (1) year of service, will be entitled to one-twelfth (1/12) of his/her normal vacation for each month or major fraction thereof of service between the date of his/her employment and the beginning of the vacation year, which will be bid after the first anniversary date of his/her employment. A new employee who has earned less than one-half ($\frac{1}{2}$) of his/her normal vacation as of the starting date of the vacation year will be paid in cash for his/her vacation credit. Such vacation allowance 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 9. PAY AT SEVERANCE

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

SECTION 10. VACATIONS WORKED BY AGREEMENT ONLY

If the District has need of their services, Operators may work during their vacations in full week increments. Selection of Operators to work from among those available will be by seniority. Operators may work only up to fifty (50) percent to the next full week, of their vacation unless more Operators are needed to cover the service needs. Operators working during their vacation will receive vacation pay in addition to regular earnings during that period.

SECTION 11. PAID DUE TO ILLNESS

- (a) Any employee who is off duty because of sickness for a period of thirty (30) days or more and whose scheduled vacation falls during the time of his/her absence may either take his/her vacation pay as scheduled in lieu of vacation or may reschedule his/her vacation for a mutually agreeable time. However, if during the time of sickness he/she draws disability benefits, he/she will not be eligible for vacation pay in lieu of his/her vacation.
- (b) Any employee who is off duty because of sickness for a period of thirty (30) days or more and whose scheduled vacation falls within thirty (30) days after his/her return to work, will be permitted, if he/she so desires, to work his/her scheduled vacation period. An employee so working shall receive pay for time worked as well as the appropriate vacation allowances.

SECTION 12. SPLITTING VACATION

Vacation periods may be split in weekly increments at the time of initial bids. If the entire vacation is not bid initially, the employee must wait until all others have made an initial bid, and then may, in seniority order, select the remainder. He/she will then be allowed to split as many times as he/she desires provided there are sufficient vacation periods open.

SECTION 13. TIME OF PAYMENT

Vacations will be paid for on regularly scheduled pay days as if the employee had continued working. However, if an employee notifies his/her Division Manager, in writing on the prescribed form, at least two (2) weeks prior to his/her scheduled vacation that he/she desires payment prior to going on vacation, he/she shall be paid his/her vacation pay on the Friday prior to the start of his/her vacation. The employee shall be paid at that time for the number of weeks of vacation that he/she is taking during that period.

SECTION 14. HOLIDAY DURING VACATION

In the event a holiday, as indicated in Article 44 should occur, while an employee is on vacation, the employee will receive an additional eight (8) hours' pay at the straight time rate.

SECTION 15. BIDDING OF OPEN VACATION PERIODS

Vacation periods that become open during the vacation year will be advertised for weekly bid.

SECTION 16. REPORTING BACK FROM VACATION

- (a) Regular Operators returning from vacation will be required to report for duty on their first scheduled work day following their vacation or will be charged with a missout. If an Operator's assignment has been changed while he/she has been on vacation, and he/she has not been advised of the change, he/she will be assigned in accordance with the provisions of Article 9, Section 5(b).
- (b) The first scheduled work day of an Extra Operator will be the first Sunday following the end of his/her vacation, unless prior arrangements have been made with the Division Manager. It will be the responsibility of an Extra Board Operator to check with the Division after 3:00 P.M. the last Saturday of his/her vacation to ascertain if he/she is marked up to work Sunday.

SECTION 17. SCHEDULING DEPARTMENT VACATIONS

For the term of this agreement, those persons holding the position of Schedule Makers and Assistant Schedule Makers before the effective date of this Agreement shall continue to receive the benefits under the same terms and conditions as existed prior to the effective date of this Agreement. (See Non-Contract manual for details.)

All employees who first become Schedule Maker I or Schedule Maker II after February 1, 1984, shall receive vacation benefits under the terms and conditions of the UTU/District Agreement, effective February 1, 1985.

All vacations shall be subject to approval of the Scheduling Manager. In the event of a vacation schedule conflict, department roster seniority shall prevail. If such a conflict exists between two or more employees who have the same department roster seniority, District seniority shall prevail.

ARTICLE 44

HOLIDAYS

SECTION 1. HOLIDAYS LISTED

- (a) The following days shall be considered as legal holidays:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

- (b) In the event one (1) 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 the Article.
- (c) In addition to the above, the employee's birthday, the employee's anniversary date and three "bonus Holidays" (personal preference day) will be recognized as holidays as shown in Section 4 below.

SECTION 2. PAYMENT WHEN OFF ON HOLIDAY

- (a) Employees who do not work on a legal holiday, his/her birthday, or his/her anniversary date as shown in Section 1 of this Article, will be paid eight (8) hours at the straight time rate of pay for each of these holidays, provided all such employees complete his/her work assignment on his/her last scheduled or assigned work day prior to the holiday or his/her first scheduled or assigned work day after such holiday. An employee on leave of absence, absent on account of sickness or failing to complete their work assignment, on either of those days before or after such holidays, will not be considered as having worked. If a holiday falls during the employee's vacation he/she will be paid under the provisions of Article 43, Section 14.
- (b) The eight (8) hour's allowance referred to in Subsection (a) above will not be paid if the Operator was scheduled to work on the holiday and did not do so.

SECTION 3. PAYMENT FOR TIME WORKED

All employees who worked on any of the legal holidays as outlined in Section 1(a) of this Article, will be paid two and one-half ($2\frac{1}{2}$) times their straight time hours for service performed with a minimum of twenty (20) hours pay time for the day's work.

Operators working on the legal holidays shown in Section 1(a) and who are relieved before completion of the day at their own request, or who are absent from duty and unavailable for service for part of the day, shall receive pay for only the portion of the day worked, at two and one-half ($2\frac{1}{2}$) times their straight time hours for the service performed, and the minimum allowance of twenty (20) hours for the holiday work shall not apply.

SECTION 4. BIRTHDAY, ANNIVERSARY DATE AND "BONUS HOLIDAYS"

- (a) An employee who works on his/her birthday or anniversary date will receive an additional twelve (12) hours' pay at the straight time rate of pay over and above any other compensation he/she receives that day.
- (b) In the event the Operator is relieved before the completion of the day at his/her own request, or if he/she is absent from duty and unavailable for service for part of the day, he/she will receive payment for time worked plus an additional allowance at time and one-half ($1\frac{1}{2}$) for a comparable number of hours with a maximum of twelve (12) hours additional pay time.
- (c) When an employee's birthday or anniversary falls on any one of the legal holidays shown in Section 1(a), his/her work day immediately preceding or following his/her birthday or anniversary will be treated as his/her birthday or anniversary holiday under this rule. For employees' birthdays or anniversaries falling on February 29, the 28th day of February will be observed as the employee's birthday or anniversary in other than leap years.
- (d) The bonus holidays will be a guaranteed day off and the employee will not work on that holiday. The employee will bid his/her choice for the bonus holidays at the June Shake-Up. Operators not prepared to select their bonus holidays at that time will be passed and will bid from those bonus holiday positions available at the time bid is received. Employees are not permitted to select any other holiday as a bonus holiday. The District reserves the right to determine the number of employees selecting any particular date as their bonus holiday.

- (e) The provisions of Section 2 of this Article are applicable to the birthday, anniversary and bonus holidays.

SECTION 5. NO PYRAMIDING

This rule is not to be construed as requiring overtime pay on overtime pay.

SECTION 6. SCHEDULING DEPARTMENT HOLIDAYS

A. HOLIDAYS LISTED

1. The following days shall be considered as Legal Holidays:

New Years' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

2. If 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 the Article.
3. In addition to the above, the employee's shall have five (5) "Bonus Holidays" (personal preference day) which will be recognized as holidays shown in Section IV below.

B. PAYMENT WHEN OFF ON HOLIDAY

1. Employees who do not work on a legal holiday, as shown in Section I of this Article, will be paid eight (8) hours at the straight time rate of pay for each of these holidays, provided those employees complete their work assignment on their last scheduled or assigned work day prior to the holiday or their first scheduled or assigned work day after such holiday. An employee on leave of absence, absent on account of sickness or failing to complete his/her work assignment, on either of the days before or after such holidays, will not be considered as having worked. If a holiday falls during the employee's vacation he/she will be paid an additional day's pay.

2. The eight (8) hour allowance referred to in Subsection (A) above shall not be paid if the employee was scheduled to work on the holiday and did not do so.

C. PAYMENT FOR TIME WORKED

All employees who worked on any Legal Holidays will be paid two and one-half (2½) times their straight time hours for service performed with a minimum of twenty (20) hours' pay time for the day's work.

Employees working on the Legal Holidays shown in Section I(a) and who are relieved before completion of the day at their own request, or who are absent from duty and unavailable for service for part of the day, shall receive pay for only the portion of the day worked, at one and one-half (1½) times their straight time hours for the service performed, and the minimum allowance of twenty (20) hours for the holiday work shall not apply.

D. BONUS HOLIDAYS

1. The bonus holidays will be guaranteed day off and the employee will not work on that holiday. The employee will bid his/her choice for the bonus holidays once per year. Employees not prepared to select their bonus holidays at that time will be passed and will bid from those bonus holidays positions available at the time bid is received. Employees are not permitted to select any other holiday as a bonus holiday. The District reserves the right to determine the number of employees selecting any particular date as their bonus holiday.
2. The provisions of Section II of this Article are applicable to the bonus holidays.

E. NO PYRAMIDING

This rule is not to be construed as requiring overtime pay on overtime pay.

ARTICLE 45

GROUP LIFE INSURANCE

SECTION 1. CONDITION OF EMPLOYMENT - NEW EMPLOYEES

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

SECTION 2. AMOUNT OF PRINCIPAL

Group Life Insurance is to be made available in the amount of up to twenty-five thousand dollars (\$25,000) for each employee. Employees carrying a different amount of insurance under the existing group policy will be permitted to continue the same amount of coverage.

SECTION 3. AMOUNT OF PREMIUM PAYMENT

During the first two (2) years of employment, the employee will pay the entire premium for the amount of life insurance referred to above. After completion of two (2) years' continuous service, the District will pay the premium for active employees for the first ten thousand dollars (\$10,000) of their Group Life Insurance. The Premium to be paid by the employee for this insurance will be the rate charged by the insurance company. The employee will, by the prescribed form, authorize the District to deduct from his/her earnings the amount of premium necessary for his/her Group Life Insurance.

SECTION 4. PAYMENT WHILE ON LEAVE

- (a) Employees who have no earnings during the payroll period for which deductions are made, will be required to pay their portion of the premium direct to the District. Employees absent on account of bona fide sickness in excess of twenty-four (24) months shall be required to pay their 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 for any employee with two (2) or more years of continuous service. Such participation shall be restricted to the period of time specified in Article 31 of this Contract.

- (b) Employees on leave of absence in excess of twenty-four (24) 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.
- (c) Employees who are absent from work because of illness and who do not make the required Group Insurance premium payments will not be dropped from the Group Insurance Plan because of such failure. However, upon their return to work or upon the payment of any vacation wages from the District, the amount of unpaid premium will be deducted from the above referred to wages.
- (d) Union representatives referred to herein, participating in the Group Life Insurance program will have the premium for the first ten thousand dollars (\$10,000) paid for by the District.

SECTION 5. CONVERSION PRIVILEGES

The Group Life Insurance Policy shall carry a clause which will allow the employee, should he/she terminate his/her service with the District for any reason whatsoever, to convert said policy within thirty (30) days from date of termination. On retirement the employee will be allowed to continue insurance in the amount of fifty (50) percent of the amount carried prior to retirement. The premium rate for the amount of group insurance carried by the retired employee shall be at the then current premium rate.

SECTION 6. LATE ENTRY INTO PLAN

An employee hired before January 28, 1960, and who, through his/her own election, decided not to participate in the Group Insurance Plan may, at any time, request to become a participant. He/she must fulfill the requirements set forth by the insurance company. This may include a Statement of Insurability and/or a physical examination, the cost of which, if any, must be borne by the employee.

SECTION 7. ADDITIONAL GROUP LIFE INSURANCE

The District shall contribute to the Trust Fund established pursuant to Article 46 hereof the sum of \$2.00 per month per employee (limited to employees for whom the District is required to make health insurance contributions pursuant to Article 46). Said sum shall be used by the Trustees of said Trust Fund for the sole purpose of paying insurance premium for additional Group Life Insurance benefits, and not part of said sum shall be used for purchasing any

other type of benefits, recoupment of past deficits, administration, expenses of the fund, or for any other purpose. The Trustees shall not expend more than said sum for the purchase of such additional group Life Insurance benefits. Employees may purchase up to fifteen thousand dollars (\$15,000) additional Life Insurance. The Premium to be paid by the employee for this Insurance will be the rate charged by the Insurance Company.

SECTION 8. SCHEDULING DEPARTMENT LIFE INSURANCE

For the term of this agreement, those employees in the position of Schedule Makers and Assistant Schedule Makers before the effective date of this Agreement shall continue to receive the non-contract life insurance benefits that were in effect prior to the employees entering the bargaining unit. (See Non-Contract manual effective February 1, 1984.)

All employees who become Schedule Maker I or Schedule Maker II after February 1, 1984, shall receive life insurance coverage under the terms and conditions of the UTU/District Agreement, effective February 1, 1985.

SECTION 9. SCHEDULING DEPARTMENT LONG TERM DISABILITY INSURANCE

For the term of this Agreement, those employees holding the position of Schedule Makers and Assistant Schedule Makers before February 1, 1984, shall continue to receive this benefit under the same terms and conditions that existed prior to the effective that date. (See Non-Contract manual effective February 1, 1985.)

All employees who became Schedule Maker I or Schedule Maker II after February 1, 1984, shall not be covered for Long Term Disability Insurance.

ARTICLE 46

HEALTH PLAN

SECTION 1. HEALTH PLAN COVERAGE

- (a) Except as provided in Section 2 of this Article the District agrees to pay to the Trustees of the UTU-SCRTD Health and Insurance Benefits Trust Fund the amount indicated below for each employee covered by this Contract as well as the same amount for each new employee, beginning with the first day of the calendar month following sixty (60) days of continuous employment. This monthly contribution will be used to defray the cost of a Health Plan designed for the benefit of employees of the District, who are represented by the United Transportation Union, and their dependents.
- (b) The monthly amount to be paid by the District will be as follows:
- | | | |
|------------------|---|-----------------|
| February 1, 1985 | - | \$272 per month |
| February 1, 1986 | - | \$295 per month |
| February 1, 1987 | - | \$318 per month |
| February 1, 1988 | - | \$333 per month |
- (c) Effective February 1, 1985, the District shall contribute the sum of seventy-five dollars (\$75.00) per month for each Part-Time Operator, who has worked three (3) or more months, to the Health plan designated by the Union for Part-Time Operators. The District shall increase the amounts to eighty-five dollars (\$85.00) on February 1, 1986; to ninety-five dollars (\$95.00) on February 1, 1987, and to one hundred dollars (\$100.00) on February 1, 1988 for each of the five (5) months remaining in the contract through June, 1988.

SECTION 2. DISTRICT RESPONSIBILITY FOR PAYMENT

- (a) The District agrees to pay the monthly payment, referred to in Section 1 of this Article, for the following employees:
- (1) Active employees who have earnings in the current month.

- (2) Employees absent on account of bona fide sickness for a period not to exceed twenty-four (24) months. These employees may be required by the District to submit to a recheck of their physical condition by a qualified medical doctor in order to have this benefit continued to them.
- (3) Union representatives currently representing employees of the District.
- (4) Employees retiring on or after June 1, 1974, between age sixty-two (62) and age sixty-five (65). This payment will be made until the retired employee's sixty-fifth (65th) birthday.
- (5) Employees retiring after twenty-five (25) years or more of service until age sixty-five (65).
- (6) Employees retiring on disability who are eligible for and who make immediate application for Social Security disability benefits at time of retirement. (It is understood that coverage will not exceed twenty-nine [29] months.)
- (7) In the event of the death of an eligible member, payments shall be continued for a maximum of twelve (12) months to provide for continued coverage for the surviving dependents.
- (8) Payments shall be continued for a maximum period of twelve (12) months after the retired member's sixty-fifth (65th) birthday if the retired member has a spouse who is not entitled to Federal Medicare benefits.
- (b) Employees absent or on authorized leave of absence, except as provided in Subsection (a) above, must make their own monthly payment.
- (c) Employees on furlough may be covered by making their payment direct to the Board of Trustees or its authorized representative.

SECTION 3. WHEN PAYMENTS MADE

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

SECTION 4. RIGHT OF TRANSFER INTO OR OUT OF THE PLAN

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

SECTION 5. CESSATION OF BENEFITS UPON TERMINATION OF EMPLOYMENT

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

SECTION 6. ADMINISTRATION

The funds contributed by the District pursuant to Section 1 of this Article shall be administered by the Board of Trustees of the UTU-SCRTD Health and Insurance Benefits Trust Fund. The Board of Trustees of said Trust shall consist of five (5) representatives of the Union and two (2) representatives of the District. The Union Trustees shall consist of the five (5) members of the General Committee of Adjustment. Said Trust shall be a successor Trust to the UTU-SCRTD Insurance Trust Fund and shall assume all of the assets and liabilities thereof.

ARTICLE 47

SICK LEAVE

SECTION 1. COVERAGE

- (a) Employees with one (1) or more years of accumulated service under the terms of this Contract, who are off work due to any bona fide sickness or injury and have secured a verified medical doctor's report approved by the Division Manager showing nature of illness, date of treatment, hospitalization, or both, shall be allowed paid sick leave. The District will make available appropriate forms for this purpose. This form, when completed by a doctor, will also be acceptable for reporting back from illness as provided in Article 30, Section 5, of this Contract.
- (b) Employees shall accumulate sick leave in accordance with the following schedule:
 - 48 hours after one (1) year of service
 - 56 hours after two (2) years of service
 - 64 hours after three (3) years of service
 - 72 hours after four (4) years of service
 - 96 hours after five (5) or more years of service
- (c) Employees will be eligible for sick leave on their anniversary date in accordance with the above schedule.

SECTION 2. PAYMENT FOR SICK LEAVE

- (a) Payment shall be computed on the basis of eight (8) hours per day each work day absent. Any unused sick leave shall be accumulative for a maximum period of 2120 hours. Sick leave will be charged against the oldest sick leave available to the employee.
- (b) When the employee is entitled to receive Unemployment Compensation Disability Benefits or Workers' Compensation Benefits there shall be charged against the employee's sick leave account only that portion of the day's sick leave which, when added to the benefits paid for such day, shall equal the eight (8) hour payment.

SECTION 3. QUALIFICATION

- (a) Sickness allowance will begin after one (1) full work day absence and will be computed weekly, provided doctor's report as required by Section 1 of this Article is submitted at the end of each pay period.
- (b) In the event an employee is hospitalized or sick ten (10) or more consecutive work days, sick pay shall begin on the first full work day of absence.
- (c) An employee entitled to sick leave shall have twenty (20) days, as provided in Article 26, after date of return to duty to furnish the required doctor's report and it shall be considered as a claim. Sick leave pay will be at the straight time hourly rate of pay in effect on the last day of duty before sick leave.
- (d) Sick leave pay will not be allowed for any case of venereal disease, intemperance, use of illegal drugs or where sickness or injury is caused by illegal or unlawful acts.
- (e) Any employee who does not perform service in any anniversary year shall not be entitled to sick leave pay in the following anniversary year unless he/she returns to work within that year.

SECTION 4. PAYMENT UPON DEATH OR RETIREMENT

- (a) Seventy-five (75) percent of an employee's unused sick leave will be paid to the employee upon the employee's retirement. One hundred (100) percent of an employee's unused sick leave will be paid to the beneficiary in the event of death before retirement.
- (b) No payment will be made to employees who terminate from the service of the District for other reasons.

SECTION 5. PAYMENTS FOR ON-DUTY INJURY

Except as provided in Article 39, an employee who is injured while on duty resulting in loss of time, shall be paid for the balance of his/her assignment on the day of injury at his/her regular rate of pay. He/she shall also be paid for the time lost during the waiting period (first three [3] days following date of injury, for which no Workers' Compensation Benefits are provided). This payment shall be at benefit rates provided under Workers' Compensation Act.

SECTION 6. SCHEDULING DEPARTMENT SICK LEAVE

For the term of this Agreement, those persons holding the position of Schedule Maker and Assistant Schedule Maker before the effective date of this Agreement, shall continue to receive the benefits under the same terms and conditions as existed prior to the effective date of this Agreement. (See the Non-Contract manual for details.)

All employees who become members of the bargaining unit after February 1, 1984, shall receive sick leave according to the terms and the conditions of the UTU/District Agreement, effective June 1, 1982.

ARTICLE 48

PENSION PLAN

SECTION 1. INCORPORATED IN CONTRACT

The Pension Plan known as the Southern California Rapid Transit District-United Transportation Union Retirement Income Plan, as amended February 1, 1985, is incorporated herein and made a part hereof by reference. This plan covers the employees coming within the terms and provisions of this Contract.

SECTION 2. IDENTIFICATION OF PLAN AND AMENDMENTS

The Pension Plan referred to above is the Plan made effective and amended by the Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth Amendments and other Amendments as approved by the District and the United Transportation Union with the amendments listed in the Memorandum of Agreement dated September 17, 1982, which will be incorporated into the Plan.

SECTION 3. AVAILABILITY OF COPIES OF PLAN

Copies of the above referred to Plan are on file in the offices of the District and the Union.

SECTION 4. TERM OF PENSION AGREEMENT

This Pension Agreement is for a forty-one (41) month period, February 1, 1985 to June 30, 1988, inclusive.

ARTICLE 49

BEREAVEMENT LEAVE

An employee who has a death in the immediate family will be entitled to three (3) days off with pay and may elect to use floater bonus holidays in conjunction with Bereavement Leave.

The immediate family is defined as wife, husband, son, daughter, father, mother, brother, sister, grandparents or grandchildren of either spouse.

The purpose of this Article is intended to provide pay for time lost in connection with the death of an employee's relative as defined above.

An employee whose vacation is interrupted by a funeral shall not be entitled to funeral leave.

ARTICLE 50

PART-TIME EMPLOYEES

Effective with the signing of the Contract, Part-Time Operators shall be hired subject to the following conditions:

- (a) Part-Time Operators shall be subject to Articles 23, 25, 26, 27, 32, 37, 39, 40, 41, 42, 46, 52 and 53 of the Contract.
- (b) The number of Part-Time Operators shall not exceed fifteen percent (15%) of the total number of Full-Time Operators employed on a division wide basis rounded to the nearest number.
- (c) Part-Time Operators shall not work assignments that contain more than five (5) hours' work time or less than two and one-half (2½) hours' work time daily Monday through Friday and no more than thirty (30) hours per week. Part-Time Operators shall be allowed to work Saturdays, Sundays or holidays on regular runs, except when a weekday schedule is worked. See Section (s) below.
- (d) Part-Time Operators shall be paid at the same hourly wage rates as Full-Time bus Operators, subject to progression and cost-of-living allowances.
- (e) Part-Time Operators will not be eligible for paid leave or other fringe benefits applicable to Full-Time employees, except as specifically provided herein. Part-Time Operators shall be eligible for those benefits specifically required by law.
- (f) Part-Time Operators shall be provided free transportation in the same manner as provided to regular Full-Time Operators. This benefit shall apply to spouse and dependent children.
- (g) No Full-Time Operator shall be furloughed or laid off until all Part-Time Operators have been furloughed or laid off.
- (h) No Full-Time District employee shall work as a Part-Time Operator.
- (i) Part-Time Operators will not accrue seniority while so employed except as provided for in Paragraph (p) Section 1 below. A

Part-Time Operator who applied and is accepted for employment as a Full-Time Operator shall for all purposes accrue seniority or service only from the date of his/her hire as a Full-Time Operator.

- (j) Part-Time Operators will work trippers Monday through Friday each week and shall be used exclusively for the purpose of working trippers which are not bid or biddable by regular Full-Time Operators. All vacation reliefs, report Operators, protection service, and any regular runs left vacant because of the absence of regular Operators will be worked by Full-Time Operators.
- (k) Except as provided, in Subparagraph (s) below, if a Part-Time Operator is assigned to a piece of work that does not meet the specific requirements as outlined in this Article a penalty of four (4) hours shall be paid as provided in Article 12, Section 3, of this Contract.
- (l) While working trippers from Monday through Friday each week, Part-Time Operators shall be paid for all time during which they are required by the District to perform any duties. Part-Time Operators will not be eligible for time or pay guarantees or for penalty pay provisions.
- (m) A roster containing the names, badge numbers, and the assignments of all Part-Time Operators shall be posted at each Division.
- (n) Part-Time Operators working trippers Monday through Friday each week shall not be permitted to work more than one (1) assignment per day, and such assignment shall not be split, but must be a straight assignment.
- (o) It is understood that Part-Time Operators will be added only through normal attrition and expansion in service.
- (p) Part-Time Operators shall be converted to Full-Time under the following provisions:
 - (1) It is agreed that a District-Wide seniority list of all Part-Time Operators will be established and will be posted in all Divisions semi-annually. The Transportation Division list will include names, seniority dates and work assignments.

- (2) Effective December 1, 1982, Part-Time Operators will be promoted to Full-Time Operator status in order of District-Wide seniority where management determines it necessary to fill new or vacant positions on the basis of service requirements. It is agreed that seniority is the length of service since the employee's most recent date of hire.
- (3) In accordance with current established practice, it is agreed that a Part-Time Operator converted to Full-Time Operator will revert to the Trainee rate. Upon completion of training, the employee will be placed on Step 1 of the Full-Time Operator rate.
- (4) Part-Time Operators in each Division will be assigned a non-biddable tripper by the Division Manager or his/her designated representative, in accordance with the seniority choice based on Part-Time seniority roster.
- (q) Effective February 1, 1985, the District shall contribute for each Part-Time Operator who has worked three (3) or more months to the Health Plan designated by the Union for Part-Time Operators.
- (r) Effective February 1, 1985, the restrictions on hours of Part-Time Operators as set forth in Article 50(c) above shall not apply to the ten (10) hours set forth in Section 2 of Article 25, Business Development Operating Facility.
- (s) Effective July 1, 1985, or as soon thereafter as practical but not later than December 31, 1985, the District guarantees that the percentage of regular and relief assignments at each division with Saturday and Sunday off operated by Full-Time Operators as of April 15, 1985, shall be increased by twenty-five percent (25%) and such percentage shall be maintained during the life of the agreement. Part-Time Operators shall operate the regular and relief runs necessary to provide for the increase of twenty-five percent (25%) in Full-Time Operators off. When these provisions are implemented on a systemwide basis Part-Time Operators' hours shall be increased from twenty-five (25) to thirty (30) hours per week.

Part-Time Operators shall be utilized in Full-Time Operator assignments on Saturday and Sunday under the following provisions:

- (1) Part-Time Operators will be limited to pieces between 2.5 and 5 hours on week days, but will be unlimited on Saturdays or Sundays.
- (2) Part-Time Operators will continue to be paid strictly for time worked on weekdays, but will be paid the normal Full-Time Operators guarantees for weekend work.
- (3) Week day holiday work will remain with Full-Time Operators.
- (4) Part-Time Operators working holiday assignments on Saturdays or Sundays will be paid at time and one-half (1½).
- (5) Part-Time Operators will bid for designated work assignments. These designated work runs will consist of any of the following:
 - (a) Saturday or Sunday runs plus four or five week day trippers.
 - (b) Saturday and Sunday runs plus two or three week day trippers.
 - (c) Five week day trippers.
- (6) If Part-Time assignments are scheduled that contain trippers and Saturday and/or Sunday assignments, such assignments will be posted for bid by seniority choice on a Division basis.
- (7) Cancellation or modification of Part-Time Operator runs will be handled according to normal bidding procedures contained in Article 9.

ARTICLE 51

TERMS OF PROTECTION

SECTION 1. TERMS OF PROTECTION

The District shall not acquire any existing systems or part thereof, whether by purchase, lease, condemnation or otherwise, nor shall the District dispose of or lease its system or any transit system or part thereof, nor merge, consolidate or coordinate its system with any transit system or part thereof nor substitute any type of equipment of its system or part thereof for the then existing equipment or reduce or limit the lines or service of any existing system or of its system unless it shall first have made adequate provisions for any employees who are covered by this Contract between the United Transportation Union and the District, who are or may be displaced, or whose wages, hours, place or conditions of employment are or may be adversely affected. The terms and conditions of such provisions shall be a proper subject of collective bargaining with the United Transportation Union and an agreement providing adequate protection shall be negotiated and executed prior to the time any of the acts described above become effective.

SECTION 2. SALE OR TRANSFER OF FACILITIES OF THE DISTRICT

As a condition to the sale, transfer or other disposition of its facilities or assets or any part of them to any other agency, firm or corporation, the District shall require as a condition to said sale, transfer or other disposition, that the acquiring agency, firm or corporation, assume and observe all existing labor contracts, to which the United Transportation Union is a party and shall appoint all of the employees of the District covered by this Contract, to comparable positions without the loss of any rights or benefits to which they are then entitled.

ARTICLE 52

UNION SHCP

SECTION 1. CONDITION OF EMPLOYMENT - TIME LIMITS

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

SECTION 2. DISCHARGE FOR NON-MEMBERSHIP

The District agrees, upon notice from the United Transportation Union, to discharge any employee who has not become or remained a member in good standing in the United Transportation Union as herein provided, except that no person shall be discharged for failure to maintain good standing membership in the United Transportation Union unless discharge would be legal under terms of the Labor Management Relations Act of 1947, as amended.

The United Transportation Union will indemnify the District for the amounts which the District is required to pay as the result of any final judgments entered against the District (provided that all legal defenses and rights to judicial appeal or review have been asserted and exhausted) where such final judgments result from the District's entering into or complying with the terms of Section 2.

SECTION 3. NOTIFICATION OF ENTERING AND LEAVING

The District shall forward to the United Transportation Union daily, the names of all persons covered by this Contract entering or leaving its employ, together with the name of the Division and/or location to which assigned and shall designate after each name and date employed or the date the employee left the service.

SECTION 4. ENTERING OR LEAVING MILITARY SERVICE

The District shall also provide the United Transportation Union with the names of all employees covered by this Contract who are leaving or reentering the service of the District from military service and giving the dates thereof.

SECTION 5. DISTRICT TO INFORM EMPLOYEES

The District shall inform each employee now in the service of the District, as well as each new employee, of the existence of this Contract, Articles and Sections.

SECTION 6. DISTRICT TO REFER NEW EMPLOYEES TO UNION

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

All new employees will report to the United Transportation Union General Committee of Adjustment offices before entering the service of the District for the purpose of being interviewed by the United Transportation Union. It is agreed by the United Transportation Union that they will not unnecessarily detain the new employees but will interview them and advise them to return to the District offices.

ARTICLE 53

PAYROLL - DEDUCTIONS

SECTION 1. PAYROLL DEDUCTION OF DUES

The District will, each month, deduct from wages due, all sum for periodic Union dues, initiation fees, assessments and insurance (not including fines and penalties) payable to the United Transportation Union or its designated representative by employees of the District who are members of the United Transportation Union performing service within the scope of this Contract. In accordance with Government Code Section 1150 et seq., the District agrees to make payroll deductions for Union-provided Life Insurance premium.

SECTION 2. AUTHORIZATION FOR DEDUCTIONS

For each employee from whom deductions referred to in Section 1 above are to be made, the United Transportation Union will furnish to the District the employee's authorization to make such deductions, such authorization being directed to the District. Such authorization shall be furnished the District prior to the time that affected employee's name first appears on the deduction list referred to in Section 3 of this Article.

SECTION 3. DEDUCTION LIST FURNISHED BY UNION

The designated officers or representatives of the United Transportation Union shall submit to the Controller, at least ten (10) days before end of the payroll period designated by the District as the period in which deductions will be made, a deduction list showing necessary detail and in such form as approved by the District.

SECTION 4. DUE DATE FOR AUTHORIZATION OR REVOCATION

An individual deduction authorization, or revocation thereof, to be effective for a particular month must be in the actual possession of the Controller not later than the date established for the receipt by him/her of the regular monthly deduction list for that particular month. The District shall have the right to refuse to accept or act upon any authorization or revocation which is illegible or which is not

fully or properly executed, or which fails to adequately identify the employee involved. The District shall not be responsible for failure to terminate a deduction for which it does not receive a revocation of deduction authorization on or prior to the date herein established.

SECTION 5. ERRORS IN DEDUCTION LISTS

Errors in the deduction list shall be corrected by the Union by adjustment included in the subsequent list furnished by the Union to the District. Questions arising as to the correctness of the amount shown on deduction list will be handled direct with the Union by the Employees.

SECTION 6. WHEN DEDUCTIONS MADE AND PRIORITY OF DEDUCTIONS

Deductions may be made by the District on only one (1) payroll audit per month designated by the District. If employee's earnings during a particular payroll audit designated by the District are insufficient to permit full deductions, no deduction will be made and the District will not be responsible therefore. The following payroll deductions shall have priority over deductions covered by this Article:

- Social Security Act - Employee Income Tax Deductions
- Group Life Insurance Contributions - Provided under Article 45
- Advance on Salaries
- Accounts Receivable
- Uniform Deductions
- Operators' Shortage
- State Disability Insurance

SECTION 7. DISTRICT'S RESPONSIBILITY

Responsibility of the District under this Contract shall be limited to remitting to the United Transportation Union amounts actually deducted from the wages of employees pursuant to this Contract, and the District shall not be responsible for failure to make deductions or for making improper or inaccurate deductions.

SECTION 8. INDEMNIFICATION BY UNION

The United Transportation Union agrees that it will indemnify, defend and save harmless the District from any and all liability arising from entering into or complying with the terms of this Article.

SECTION 9. TERMINATION FOR GRADE OR CLASS

In the event the United Transportation Union no longer represents employees, or a grade or class of employees of the District, then this Contract becomes void for the grade or class of employee no longer represented as of the date such representation terminates.

SECTION 10. DISTRICT TO FURNISH VOUCHERS

The District will forward to the designated representatives of the United Transportation Union vouchers for the amount of deductions, together with a statement showing the changes, if any, in the lists submitted by the United Transportation Union.

SECTION 11. AUTHORIZATION ON PREDECESSOR COMPANIES

Authorization directed to the Pacific Electric Railway Company, Asbury Rapid Transit System, Metropolitan Coach Lines, the Los Angeles Metropolitan Transit Authority or the Pasadena City Lines, shall be considered as authorization directed to the Southern California Rapid Transit District.

SECTION 12. DEDUCTIONS FOR SAVINGS BONDS

The District agrees to formulate a plan of deduction from the wages of the employees when furnished with the necessary authorization from the employee to purchase U. S. Savings Bonds in the name of the employee.

ARTICLE 54

DEFINITIONS

SECTION 1. GENERAL DEFINITIONS

- (a) District - The Southern California Rapid Transit District.
- (b) Union - United Transportation Union.
- (c) Director of Transportation - Head of the Transportation Department of the District.
- (d) General Chairman - Chairman of General Committee of Adjustment - United Transportation Union
- (e) Local Chairman - Member of General Committee of Adjustment - United Transportation Union.

SECTION 2. EMPLOYEE DEFINITIONS

- (a) Operator - An Operator, for all general purposes within the meaning of this Contract, whether singular or plural, shall mean a person who operates a District vehicle in conjunction with his/her duty for providing public transportation.
- (b) Regular Operator - A Regular Operator is an Operator who works a regular run having obtained such work runs through the exercise of his seniority, or through the provisions of Article 9, Sections 3 & 5.
- (c) Extra Operator - An Extra Operator is an Operator whose work assignments are all made through the Extra Board.
- (d) Traffic Loader - An Employee working in a heavy traffic location making change and assisting in loading passengers on vehicles.
- (e) Schedule Checker - An employee whose work requires the making of schedule checks, traffic checks and special checks, and the processing of these checks.
- (f) Student - An Operator or Trainee who is receiving qualifications.
- (g) Trainee - A newly employed Operator who is in training,

SECTION 3. LOCATION DEFINITIONS

- (a) Division - A location where a Manager is located and where Operators' work runs and assignments start and finish and where an Extra Board is maintained.
- (b) Terminal Division - A home location where Operators' work runs and assignments start and finish and where an Extra Board is maintained.
- (c) Auxiliary Division - A home location where Operators' work runs and assignments start and finish.

SECTION 4. WORK DEFINITIONS

- (a) Regular Run - A regular run is a work run which is included in operating schedules, containing five (5) days' work per week and eight (8) hours or more pay time per day with two (2) days off in seven (7) consecutive days.
 - (1) Straight Run - A regular work run that has continuous pay time from the time starting to work until the work run is completed.
 - (2) Split Run - A regular work run that has two (2) parts with time between the ending of the first part and the beginning of the second part that is not included in the total pay time.
 - (3) Relief Run - Scheduled work runs that are made up of off days of regular work runs and unassigned work runs.
- (b) Tripper - Any work shown on a Schedule which is not part of a regular work run and is not included in the special event category.
- (c) Biddable Tripper - A tripper that is put up for bid and may be bid by a Regular Operator in conjunction with his regular work run or worked from the Extra Board.
- (d) Work Runs - A scheduled piece of work that is identified by a work run number.

- (e) Special Event Work - Work that is not regularly scheduled in regular service, but which is operated to and from special events, and occurs after 6:00 P.M. and generally does not exceed four (4) hours in duration.
- (f) Charter Service - Work that is operated in charter service.
- (g) Leased Motor Coach Service - Service operated by the District with District Operators and vehicles through lease agreement with other charter companies in our service area.
- (h) Extra Board - Extra Board is maintained for the purpose of filling work not being performed by Regular Operators.
- (i) Auxiliary Extra List - Auxiliary Extra List is a location where a Crew Board is maintained.
- (j) Special Assignments - Operators assigned to make schedule checks, travel checks, train checks or distributing advertising literature.
- (k) Assignment - The work of an employee.
- (l) Hold Down - Temporary vacancies bid by Operators.
- (m) Tour of Duty-Regular Operators - The tour of duty for a Regular Operator will be his complete work run or biddable trippers and special events and any legitimate delays or failure to be relieved on time due to Operators missing out or reporting sick and a delay in pull-in time for the purpose of making a relay or vehicle change.
- (n) Alternate Assignment - An alternate assignment is one assigned to a Regular Operator at his/her Home Division on a different work run number or is assigned to work on a different line number by Supervisory personnel, relaying on a line other than held by a Regular Operator will be considered an alternate assignment.

SECTION 5. SCHEDULE DEFINITIONS

- (a) Spread - The over-all time, from the time an employee commences his/her duty, until he/she completes his/her final assignment for that particular day.
- (b) Work Time - Operator's time that includes pay items that are subject to overtime provisions.

- (c) Vehicle Time - The time a vehicle is in service from pull-out time until pull-in time.
- (d) Pay Time - Operators, Traffic Loaders and Schedule Checkers straight time hours.
- (e) Waiting Time-Shine, Time-Held for Duty Time - The time an Operator is required to remain on duty, until assigned to work or released and is considered work time.
- (f) Travel Time - Scheduled time allowed for traveling between relief points and Divisions, Divisions and relief points and two (2) relief points.
- (g) Deadhead Time - Time allowed in deadheading between Divisions, Auxiliary Divisions, Terminal Divisions and/or storage lots.
- (h) Overnight Deadheading - Overnight deadheading is one way deadheading performed after departure of the last scheduled motor coach of the day and before departure of the first succeeding day's schedule.
- (i) Initial Sign - On Time - The first time an Operator is due to report for work on any given day.
- (j) Preparatory Time - The time allowed for obtaining supplies and readying equipment for service prior to placing equipment in revenue service.
- (k) Premium Time - Make-up time used to comply with guarantees and minimum allowances.
- (l) Sign-Off Time - Time allowed for storing equipment after completion of assignments or work runs at Division points or outside locations and walking to their Division points.
- (m) Turn-In Time - Time allowed under certain conditions for turning in of District receipts and securing supplies.
- (n) Report - The term used to indicate when and where an Operator is to report for duty.
- (o) Paddle Boards - Prepared outline of Operator's scheduled work that is supplied to him/her for his/her use.

SECTION 6. MISCELLANEOUS DEFINITIONS

- (a) Investigation Report - A report upon which an Operator is charged with certain rule infractions.
- (b) Miss-Out - Failure of a employee to report for his/her assignment by the scheduled time.
- (c) Miscellaneous Report - A report to the Division Manager on which Operator makes a request or reports an unusual occurrence.
- (d) Indefinite Leave - A leave of absence of a known duration over ninety (90) days.
- (e) Special Consideration - Agreed - to exceptions from certain Articles of the Contract.
- (f) Runaround - Time claimed by Operator on account of error on Board mark-up.
- (g) Displacement - The exercise of an Operator's seniority in displacing a Junior Operator whenever applicable.
- (h) Shake-Ups - A method of bidding Operator's work runs and assignments and off days on Extra Board.
- (i) Weekly Bids - Open assignments that are posted for seniority choice every Sunday morning at each Division.
- (j) Semi-Annual Bids - Open assignments that are posted systemwide for seniority choice every March and September at each Division.
- (k) Furlough - A lay-off with retention of seniority due to reduction in force.
- (l) Robbery - Robbery is the felonious taking of personal property in the possession of another, from his/her person or immediate presence, and against his/her will, accomplished by means of force or fear. (Section 211 of the Penal Code).
- (m) C.E.A. - Company equipment assigned for use in traveling or deadheading.
- (n) V.C.B. - Voluntary call back of Operators who have volunteered for work on their day off.
- (o) O.C.B. - Off, called back. The calling back to work of Operators who have not volunteered for work on their day off.

- (p) Prescribed Form - The form to be used to accomplish the desire of the Operator in complying with a provision of this Contract.

SECTION 7. SCHEDULING DEPARTMENT DEFINITIONS

A. GENERAL DEFINITIONS

Director of Scheduling; Head of Scheduling Department.

B. EMPLOYEE DEFINITIONS

Schedule Maker, an employee whose work requires the making and adjusting of schedules.

C. WORK GROUP DEFINITIONS

Work Group is composed of one (1) Senior Schedule Maker and two (2) to five (5) Schedule Maker II's and I's.

D. ROSTER

A roster is a listing of Schedule Makers by seniority.

ARTICLE 55

ASSIGNABILITY CLAUSE

This Contract shall be binding upon the successors and assignees 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, not affected, modified, altered or changed in any respect whatsoever by any change of ownership or management, by either party; or by any change, geographical or otherwise, in the location or place of business of either party.

ARTICLE 56

COLLECTIVE BARGAINING DURING TERM OF CONTRACT

SECTION 1. FINAL CONTRACT BETWEEN THE PARTIES

This Contract constitutes the final agreement of the parties hereto on the subjects covered herein; provided, however, that during the terms of this Contract there shall be duty upon both parties to engage in collective bargaining as is expressly provided for below in Section 2 and 3 of this Article.

SECTION 2. DUTY TO BARGAIN ON MATTERS NOT COVERED NO ECONOMIC ACTION

The extent that the parties hereto have a duty to engage in collective bargaining under the terms of the Southern California Rapid Transit District Law, as amended, on subjects which are not covered by this Contract, they hereby agree to bargain in good faith on all subjects during the term of this Contract; provided, however, neither party shall use any type of economic force in support of any proposals either of them may make on any such subjects.

SECTION 3. DUTY TO BARGAIN ON EMPLOYEES ADVERSELY AFFECTED

Pursuant to Section 30754 of the Southern California Rapid Transit District Law, as amended, the District shall make adequate provision for any employee whose wages, hours, place or conditions of employment, or may be, adversely affected by any action of the District covered by Section 30754. The terms and conditions of any such adequate provision shall be a proper subject of collective bargaining between the District and the United Transportation Union, and the parties hereto shall collectively bargain concerning such terms and conditions; provided that during the term of this Contract, neither party shall use any type of economic force to support any proposals either of them may make on the terms and conditions of any such adequate provision.

SECTION 4. NO REQUIREMENT TO CROSS PICKET LINES

The District will not require employees covered by this Contract to cross a legal picket line established by another Union, or to enter or leave any location picketed by another Union.

SECTION 5. LABOR MANAGEMENT COMMITTEE

The District and the Union agree to establish a Labor Management Committee consisting of four (4) members appointed by the General Manager of the District and four (4) members appointed by the General Chairman of the Union which will meet on a quarterly basis during the term of this Agreement for the purpose of resolving any problem which may arise from the implementation of this Agreement.

The Scheduling Department shall also have a Labor Management Committee as described above.

ARTICLE 57

EFFECTIVE DATE - DURATION - TERMINATION

SECTION 1. EFFECTIVE DATE - TERMINATION DATE - MODIFICATION DATE

- (a) Except as otherwise provided herein, this Contract shall be made effective February 1, 1985 and shall remain in full force and effect to and including June 30, 1988, 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 June 30, 1988. If neither party so serves such notice of termination, this Contract, after June 30, 1988, may be terminated by either party serving upon the other written notice of termination not later than sixty (60) days prior to the time it is proposed to make such termination.
- (b) Any requests to modify or change this Contract or any portion thereof, shall be made in writing and shall be served on the other party not later than ninety (90) days prior to June 30, 1988 and in the event the Contract is in effect after such date, by reason of the provisions of Subsection (a) hereof, not later than ninety (90) days prior to the time it is proposed to make such change or modification.

SECTION 2. WRITTEN INTERPRETATIONS ONLY

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

SECTION 3. SOLE AND ENTIRE AGREEMENT

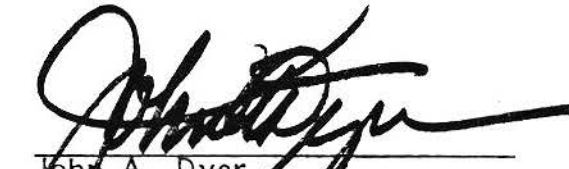
The foregoing written Agreement supersedes all verbal agreements or understandings and shall constitute the sole and entire agreement between the parties regarding the wages, hours and working conditions of the employees covered by this Agreement.

Signed at Los Angeles, California, this 25th day of April, 1985, at
425 South Main Street, Los Angeles, California.

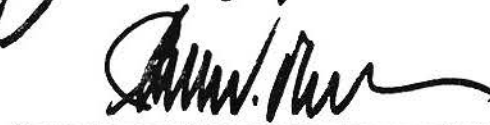
UNITED TRANSPORTATION UNION

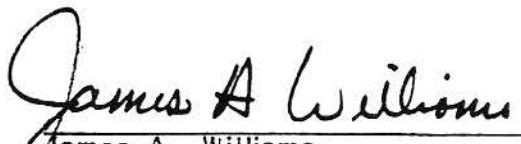
SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT


Earl Clark
General Chairman


John A. Dyer
General Manager


Archie F. Grant
Vice Chairman


John W. Richeson
Assistant General Manager
for Management


James A. Williams
Secretary


Roger L. Kunder
Director of Employee Relations


John H. Cockburn
Member


Leilia M. Bailey
Transportation Superintendent


Stephen Smith
Member


James F. Cenderelli
Division Manager


Ralph Wilson
Division Manager

A D D E N D U M S A P P L I C A B L E

T O

S C H E D U L E M A K E R S

ADDENDUM #1

SCHEDULE DEPARTMENT

DISCIPLINE

This Labor Contract between the Southern California Rapid Transit District (SCRTD) and the United Transportation Union (UTU) is based upon a spirit of cooperation between the employees and the District to provide a fair and equitable basis for the parties to handle discipline matters which may be brought before them.

The parties do recognize the responsibility of each to provide fair treatment to both parties.

In order that this preamble may be effectuated to its fullest, the procedures for handling discipline matters in an amicable manner are generally outlined in this Addendum and Addendums 2 and 3.

Disciplinary action against Unit employees shall be imposed only for just cause. The parties agree that disciplinary appeals shall be subject to the grievance procedure contained in Addendum 2.

SECTION 1. HEARING BEFORE DISCHARGE OR DISQUALIFICATION

- (a) Before an employee covered by this Contract is suspended, discharged or disqualified from schedule making, a hearing shall be held at which time the employee may present his/her case. The employee and the Union shall be notified in writing of the specific charge, time and place of hearing, sufficiently in advance to afford the employee the opportunity to arrange representation and/or witnesses, if desired, with the understanding that the District will not compensate any such witness for time spent at hearing. The first level hearing will be conducted by the Manager of Scheduling, or in his/her absence from that Department, by his/her representative.
- (b) If an employee fails to attend his/her hearing, he/she may be discharged or disqualified, whichever is applicable, unless satisfactory explanation is furnished for his/her failure to attend.

- (c) The hearing shall be convened as promptly as circumstances will reasonably permit, but in no event later than five (5) days from the date when the Schedule Maker is charged with the offense or held from service, whichever is earlier.
- (d) If, after review of a suspension, discharge or disqualification, it is mutually agreed that an employee who was suspended, discharged or disqualified, was completely blameless of charges regarding the offense, he/she shall be reinstated to his/her former position without loss of seniority and will be paid wages lost as though he/she had not been suspended or discharged.

No entry shall be made on the employee's record of such suspension, discharge or disqualification, if by mutual agreement the employee was found completely blameless.

If, however, after such a review, it is found that the employee in question was not completely blameless, then the parties may mutually agree upon a reduction of the penalty and upon what, if any, portion of the wages he/she would have earned be restored to him/her.

(e) At any hearing or investigation, at any level of the grievance procedure, the employee and/or Union representative will be allowed to get whatever information is desired from the employee's personnel record file and there shall be forwarded to the General Chairman's office a copy of all Chief of Transit Police reports which are forwarded to the Director of Scheduling, upon which charges are to be filed by the District against a Schedule Maker. The reports referred to herein are to be forwarded to the General Chairman at the same time the Director of Scheduling forwards them to the Manager of Scheduling, for preparation of the charges.

SECTION 2. ABSENTEEISM

- (a) Certain absences indicated as follows will be excluded from the application of this Addendum: (1) Jury Duty; (2) Military Leave; (3) Court Appearances under Subpoena; (4) Medical appointments upon at least 48 hours' notice and subsequent proof of such visit; (5) bereavement leave; (6) day of admission of an immediate family member to a hospital; (7) removal from service by the District's doctor; (8) Occupational Injury or Illness; (9) Earthquake, Fire or Flood if the employee is personally affected; (10) Absences authorized by the Department; (11) hospital confinement.

Progressive discipline schedule: (a) a sixth (6th) absence in a floating six (6) month period shall result in counseling of the employee; (b) a seventh (7th) absence or five (5) instances

exceeding eighty (80) hours of lost time in a floating six (6) month period may subject the employee to a suspension of up to three days; (c) an eighth (8th) absence in a floating six (6) month period may subject the employee to Section I of this Article.

An instance is considered to be an unexcused absence of one hour or more.

SECTION 3. NOTICE BEFORE OTHER DISCIPLINE OR SUSPENSION

Unless the employee is withheld from service pending a hearing, as covered by this Article, on a major violation, the employee will be given at least forty-eight (48) hours' notification prior to being suspended for said infraction.

SECTION 4. REPRESENTATIVE BY UNION

An employee shall be entitled to representation at any time he/she is required to attend an interview or hearing, if he/she so desires. It is understood that it is the employee's responsibility to arrange for said representation and to attend such interview or hearing at the time designated. The term "Representative" as used in this Article shall mean any Member of the General Committee of Adjustment or his/her assigned representative of the United Transportation Union.

ADDENDUM #2

SCHEDULE DEPARTMENT

GRIEVANCE PROCEDURE

SECTION 1. TIME LIMIT ON FILING GRIEVANCES

Claims or disputes with respect to the interpretation or application of the terms of this Contract including time claims, which are not submitted in writing on Form UTU/RTD #1 by the Schedule Maker to the Senior Schedule Maker within twenty (20) days from date of occurrence, exclusive of vacation period, will be deemed as abandoned.

SECTION 2. TIME LIMIT ON DENYING CLAIM

Employees will be notified in writing on Form UTU/RTD #2 within ten (10) days when any grievance is denied.

SECTION 3. APPEAL TO SCHEDULING MANAGER

When grievances submitted within twenty (20) days from date of occurrence are denied, the employee, or the Union, shall have ten (10) days from date of notice denying the grievance to present an appeal in writing on Form UTU/RTD #3 on the grievance to the Scheduling Manager. When grievances are denied by the Scheduling Manager or his/her representative, such denials will be made in writing on Form RTD/UTU #2.

SECTION 4. APPEAL TO THE HIGHEST OFFICER OF THE DISTRICT

If an appeal is submitted within the ten (10) day limit, as provided in Section 3, and the grievance is denied, the employee or the Union shall have ten (10) days from the date of decision to appeal to the General Manager or his/her designated representative in writing on UTU/RTD Form #3. If appeal is not made within the ten (10) day limit, all rights to handle the case further shall cease and all rights based on the claim shall expire.

SECTION 5. TIME LIMITS FOR DISTRICT DECISION
ON GRIEVANCES AND APPEALS

When grievances or appeals arising from the application or interpretation of this Contract are submitted, the District shall render its decision promptly and without unnecessary delay, but not later than ten (10) days from the date of submission. If the District fails to do so, the time limits set forth for further appeal by the Union shall be extended upon the request of the Union. Grievances appealed to higher officers shall be decided within ten (10) days from the date of such appeal and said decision shall be in writing on RTD/UTU Form #2. All appeals to higher officers shall be made by the Union within ten (10) days from date of decision.

SECTION 6. EXTENSION OF LIMITS - APPEAL WITHIN
ORGANIZATION

- (a) In computing the time limits as outlined in Sections III, IV, V and VI of this Addendum, the date shown in the postmark by the United States Post Office on the envelope containing the written grievance or appeal from the Union or the grievance response form from the District shall be used as the date for the computation of the respective time limit periods involved.
- (b) By agreement between the District and the Union, the limits set forth in this article may be extended to specific time in individual cases. They shall be further extended whenever the Union shall advise the District in writing that the grievance or claim has been appealed to the International of the United Transportation Union for decision within the organization and that upon determination of said appeal the case shall be renewed actively by the Union. Whenever such cases are first to be adjudicated within the Union the District shall not be penalized for accrual of time from the date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to process the case, at which time the extension of time shall end and the limits shall be applicable to such case.

SECTION 7. NOTIFICATION OF PAYMENT BY MEMORANDUM

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

SECTION 8. CORRECTION OF OVERPAYMENTS

When overpayments are made to employees they shall be corrected but no deduction from employees' checks shall commence after sixty (60) days from date check has been issued to the employee. These periods shall be extended when the employee has insufficient earnings to cover the overage.

SECTION 9. RIGHT OF UNION TO FILE GRIEVANCES

The Union shall have the right to file grievances for individuals or groups of individuals and such submission shall be recognized and treated as if filed by the individual or group.

SECTION 10. DEFINITION OF GRIEVANCES

The term "Grievance" as used herein means any claim, or dispute with regard to the application or interpretation of this Contract.

SECTION 11. APPLICABILITY OF ARTICLE

These rules covering grievances and procedures are applicable to all employees whose conditions of employment are within the scope of this Contract.

SECTION 12. SINGULAR, PLURAL - MALE, FEMALE

Words used in this Addendum in the singular number include the plural and the plural, the singular. Words appearing in the male gender include the female gender and vice versa.

SECTION 13. EXCLUSION OF SATURDAYS, SUNDAYS AND HOLIDAYS FROM TIME LIMITS

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

SECTION 14. ONLY MEANS FOR SETTLING DISPUTES

The provisions of this Addendum shall be the sole and exclusive means of settling a grievance or dispute arising out of the application or interpretation of this Contract.

ADDENDUM #3

SCHEDULE DEPARTMENT

ARBITRATION

SECTION 1. APPEAL TO ARBITRATION AND PROCEDURE

If a grievance is not satisfactorily settled and the Union desires, the grievance may be submitted to arbitration upon the Union's written request. The request for arbitration shall be served upon the District within fifteen (15) days from date of decision of the highest officer of the District designated to handle disputes.

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

- (a) The Arbitration Board shall consist of three (3) persons, one chosen by the Union, one chosen by the District and the third to be chosen by these two (2). The District and the Union shall submit to each other the names of their respective representatives within five (5) days of the receipt of the demand to submit a grievance to arbitration and shall meet to select an arbitrator from the following panel:

- | | |
|----------------------|-----------------------|
| (1) Julius Draznin | (4) Geraldine Randall |
| (2) Sarah Adler | (5) E. Lad Sabo |
| (3) Robert Leventhal | (6) Philip Tamoush |
| | (7) Louis Zigman |

- (b) If representatives chosen by the parties cannot agree upon a person from the panel to act as a third member and Chairman of the Board, the District and the Union representatives shall each strike three (3) names from the panel in the following manner:

The two (2) representatives shall determine by lot the order of elimination and thereafter each shall, in that order, eliminate three (3) names from said list. The seventh (7th) and remaining name shall thereupon be accepted by both the District and the Union as the third member and Chairman of the Board. The Union and the District member of the Board shall immediately thereafter notify the Arbitrator of their joint selection.

- (c) The Board shall set the date for the hearing at a date mutually agreeable to the parties.

- (d) The parties further agree: (1) That each party shall be responsible for any expenses in connection with the presentation of its case; (2) 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; (3) That the Board shall render a written decision or award within a time limit to be granted upon by the parties, and the majority decision of the Board shall be final and binding upon the parties.
- (e) Either party may call any employee of the District or person or persons, who are or have performed services for the District, as a witness in any proceeding before the Board, and if the employee is on duty the District shall release him from duty so he may appear as a witness.

ADDENDUM #4

SCHEDULE DEPARTMENT

COURT APPEARANCE AND JURY DUTY

SECTION 1. COMPENSATION FOR APPEARANCE

The District agrees to compensate any employee, at the rate of pay prescribed by the terms of this Contract, less any other compensation received as a result of such appearance, for all time spent in conjunction with any legal matters involving the District, on behalf of the District, directly or indirectly, or from time spent under subpoena by the District in any criminal proceedings wherein his/her presence is required, due to his/her witnessing occurrences while on duty. Pay will include travel from headquarters to point of appearance, and return. Compensation will be as follows:

A. REGULAR WORK DAY

Employees will not be paid less than they would have received had they worked their scheduled or assigned work time.

B. OFF DUTY

Employees will receive pay at their straight time hours for time required.

C. VACATION

Employees will be paid their straight time rate of pay with a minimum of eight (8) hours for appearance on what would be a regular work day.

D. REQUEST OR SUBPOENA BY LAW

This Section covers any matters through which an employee is required to spend time by request or subpoena by the District or any law enforcement agency covering accidents or incidents which happen within fifty (50) feet of a District vehicle, even though a District vehicle is not involved. An employee will notify his/her Supervisor as soon as possible upon being served a subpoena.

SECTION 2. INSTRUCTIONS TO REPORT

The employee will be instructed to report to court or the Attorney's office only by the District personnel and not by representatives of the Insurance Company or Attorney's office.

SECTION 3. JURY DUTY NOTICE

Any employee receiving notice to report for examination as a prospective juror or notice of a call to jury duty shall show the notice to the Senior Schedule Maker when required to appear before the Jury Commissioner. If, after showing the notice to Senior Schedule Maker personal appearance of employee is required, the employee shall be allowed reasonable time for such appearance. If loss of time from work is necessary for such appearance, he/she will receive a maximum of two (2) hours' pay time at the straight time rate of pay.

SECTION 4. PAYMENT FOR TIME LOST ON TRAFFIC CITATION

The District agrees to compensate any employee for time lost while in court, defending himself/herself against a traffic citation received because of being involved in an unavoidable accident while on duty for the District. This payment will be made providing the employee is found not guilty by the court.

The Senior Schedule Maker's decision as to avoidability of the accident is subject to appeal under the provisions of Article 27 of this Contract.

ADDENDUM #5

SCHEDULE DEPARTMENT

TESTING, PROMOTION AND SALARY ADJUSTMENT

The District will maintain the current testing and selection process for promotions into the Schedule Maker I position and from the Schedule Maker I to the Schedule Maker II position.

- (a). Testing for Schedule Maker II will be conducted annually.
- (b). Schedulers passing the Schedule Maker II examination will be moved laterally and not suffer a loss in salary.

A P P E N D I X

S C H E D U L E M A K E R S

R O S T E R S - 1 2 3 4 5

SCHEDULE MAKER II

ROSTER 1

EFFECTIVE FEBRUARY 1, 1985

<u>NAME</u>	<u>SENIORITY DATE</u>
Harold Henry	11/19/61
Glenn Nieman	06-12-66
Bill Beal	05-09-71
Bryan Jobgen	09-02-73
George Sylva	11-10-74
Shirley McKenzie	11-10-74
John Greene	05-04-82
Al Contarino	01-27-83
George Widman	01-27-83
Bill Kreski	01-27-83
Pat McCracken	01-27-83
Jim Bennett	06-12-84
Darrance Curry	06-12-84
Alvin Kelley	06-12-84
Vera Lacefield	06-12-84
Tracy McFate	06-12-84
Madeline Van Leuvan	06-12-84

SCHEDULE MAKER 11*

ROSTER 2

EFFECTIVE FEBRUARY 1, 1985

<u>NAME</u>	<u>SENIORITY DATE</u>
Harold Henry	11/19/61
Glenn Nieman	10/18/64
Bryan Jobgen	08/10/66
Bill Beal	01/03/71
George Sylva	08/05/73
Shirley McKenzie	09/16/73
Jim Bennett	05/05/75
Darrance Curry	08/17/75
George Widman	11/16/75
Al Contarino	02/16/76
Bill Kreski	01/29/78
John Greene	04/16/79
Pat McCracken	04/16/79
Alvin Kelley	04/16/79
Vera Lacefield	06/02/81
Tracy McFate	08/02/82

*Listed by the date that employees became Schedule Maker 1
(Assistant Schedule Maker)

SCHEDULE MAKER 1

ROSTER 3

EFFECTIVE FEBRUARY 1, 1985

<u>NAME</u>	<u>SENIORITY DATE</u>
Alan Weeks	05/11/69
Jim Falcon	04/16/79
Gary Okun	11/18/84
Darnell Pegues	11/26/84
Frieda Natanidjaja	03/01/85
Brenda James	04/01/85

SCHEDULING DEPARTMENT SENIORITY

ROSTER 4

EFFECTIVE FEBRUARY 1, 1985

<u>NAME</u>	<u>SENIORITY DATE</u>
Harold Henry	08/23/55
Bryan Jobgen	11/25/63
Glenn Nieman	10/18/64
Bill Beal	07/12/66
Alan Weeks	10/10/66
Shirley McKenzie	06/05/67
George Sylva	04/23/72
Jim Falcon	07/22/74
Al Contarino	02/04/75
Jim Bennett	05/05/75
Darrance Curry	05/05/75
George Widman	11/16/75
Bill Kreski	01/29/78
Tracy McFate	12/11/78
Alvin Kelley	02/01/79
Vera Lacefield	02/19/79
John Greene	04/16/79
Pat McCracken	04/16/79
Madeline Van Leuvan	06/16/80
Gary Okun	11/18/84
Darnell Pegues	11/26/84
Frieda Natanidjaja	03/01/85
Brenda James	04/01/85

SCHEDULING DEPARTMENT

DISTRICT SENIORITY

ROSTER 5

EFFECTIVE FEBRUARY 1, 1985

<u>NAME</u>	<u>SENIORITY DATE</u>
Glenn Nieman	08/21/54
Harold Henry	08/23/55
Bryan Jobgen	06/28/61
Bill Beal	07/01/61
Alan Weeks	10/10/66
Shirley McKenzie	06/05/67
George Sylva	07/19/69
Jim Bennett	10/04/69
Madeline Van Leuvan	05/30/72
Alvin Kelley	09/11/72
Al Contarino	06/29/73
John Greene	09/10/73
Jim Falcon	01/15/74
George Widman	03/28/74
Tracy McFate	07/22/74
Darnell Pegues	01/09/75
Darrance Curry	02/27/75
Pat McCracken	03/27/75
Bill Kreski	09/02/75
Vera Lacefield	01/27/76
Gary Okun	04/09/79
Frieda Natanidjaja	07/26/79
Brenda James	11/14/82

