

New Draft
12/88

A G R E E M E N T

between the

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

and the

AMALGAMATED TRANSIT UNION, LOCAL 1277

Effective June 30, 1988 to June 29, 1991

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RECOGNITION AND BARGAINING UNIT

- A. The District recognizes the Union as the exclusive representative for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment and working conditions, for all employees of the District within the bargaining unit defined in Paragraph D of this Article.
- B. The parties agree that the term "employee" wherever used herein, whether singular or plural, means and applies only to those employees of the District included within said bargaining unit, and that this Agreement covers only said employees.
- C. The District and the Union agree that no employee shall be discriminated against on account of Union membership, or for any other unlawful reason. This Section of the Agreement shall not be construed to conflict with the employees' qualification provisions appearing elsewhere in this Agreement.
- D. The bargaining unit shall comprise all of the District's Non-Operating employees included within the classifications set forth in Article 1 of this Agreement.

CONTINUITY OF SERVICE TO THE PUBLIC

- A. It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and laws of the governmental authorities; therefore, the parties contract that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with such rules, regulations or laws. To the extent that any of the terms or provisions of this Agreement shall be in conflict, inconsistent or incompatible with any such rules, regulations or laws presently in effect or to be enacted during the terms of this Agreement, they shall be void and invalid, but all other terms and conditions of this Agreement shall remain in full force and effect. Such invalid terms and provisions will be reconsidered and renegotiated by the parties within seven days of the effective date of any such rules, regulations or laws.
- B. During the term of this Agreement, neither the Union nor its members shall call or engage in any strike. The District will not require employees covered by this labor Agreement to cross

a picket line which has been legally established by a labor union, whether such picket line is on District property or elsewhere.

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

DISTRICT PREROGATIVES/MANAGEMENT RIGHTS

- A. All matters pertaining to the management of operation, including the type and kind of service to be rendered to the public, the equipment used, the maintenance of discipline and efficiency, the hire, promotion and transfer of employees, and their discharge or discipline for proper cause, are the prerogatives of the District, subject to such limitations thereon as are set forth elsewhere in this Agreement.
- B. The Union recognizes that willful infractions of the District's Rules and Regulations that are necessary for efficient operation will constitute cause for disciplinary action. No rules or regulations at any time promulgated or enforced by the District shall be valid if they violate any provisions elsewhere set forth in this Agreement.
- C. The District's exercise of any prerogatives of this Agreement may be made the subject of a grievance or dispute.

SCHEDULE OF WAGES

STARTING RATES

All employees entering the bargaining unit will receive:

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

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

BASIC RATES EFFECTIVE ON:

	<u>06/30/88</u>	<u>06/30/89</u>	<u>06/30/90</u>
Digital Systems Technician	\$19.04	\$19.34	\$19.64
Systems Electronic Comm. Technician	19.04	19.34	19.64
Warranty & Equipment Mechanic	17.36	17.66	17.96
Air Condition Tech./Prop. Maint. Dept.	16.91	17.21	17.51
Digital Technician	16.91	17.21	17.51
Electronic Communication Technician	16.91	17.21	17.51
Cabinet Maker	16.91	17.21	17.51
Electrician	16.91	17.21	17.51
Locksmith	16.91	17.21	17.51
Painter	16.23	16.53	16.83
Plumber	16.91	17.21	17.51
Sheet Metal Worker	16.91	17.21	17.51
Welder (CMF)	16.91	17.21	17.51
Mechanic "AA"	17.06	17.36	17.66
Nondestructive Technician	16.91	17.21	17.51
Camera Operator	16.91	17.21	17.51
Mechanic "A"	16.91	17.21	17.51
Mechanic "B"	16.23	16.53	16.83
Mechanic "C"	15.50	15.80	16.10
Power Yard Sweeper	15.50	15.80	16.10
Property Maintainer "A"	16.91	17.21	17.51
Property Maintainer "B"	16.23	16.53	16.83
Property Maintainer "C"	15.50	15.80	16.10
Utility "A"	15.11	15.41	15.71
Utility "B"	14.82	15.12	15.42
Laborer "A" (Stops & Zones)	15.50	15.80	16.10
Laborer "A"	15.23	15.53	15.83
Road Janitor	15.88	16.18	16.48
Roving Janitor	13.36	13.66	13.96
Service Attendant	12.34	12.64	12.94
Electrician's Helper*	15.50	15.80	16.10
Truck Operator	17.17	17.47	17.77

ARTICLE 1 - SECTION B

SCHEDULE OF WAGES

EFFECTIVE DATES AND RATES FOR EMPLOYEES HIRED AFTER SEPTEMBER, 1979

BASIC RATES EFFECTIVE ON:

	<u>06/30/88</u>	<u>06/30/89</u>	<u>06/30/90</u>
Digital Systems Technician	\$19.04	\$19.34	\$19.64
Systems Electronic Comm. Technician	19.04	19.34	19.64
Warranty & Equipment Mechanic	17.36	17.66	17.96
Air Condition Tech./Prop. Maint. Dept.	16.91	17.21	17.51
Digital Technician	16.91	17.21	17.51
Electronic Communication Technician	16.91	17.21	17.51
Cabinet Maker	16.91	17.21	17.51
Electrician	16.91	17.21	17.51
Locksmith	16.91	17.21	17.51
Painter	16.08	16.38	16.68
Plumber	16.91	17.21	17.51
Sheet Metal Worker	16.91	17.21	17.51
Welder (CMF)	16.91	17.21	17.51
Mechanic "AA"	17.06	17.30	17.66
Nondestructive Technician	16.91	17.21	17.51
Camera Operator	16.91	17.21	17.51
Mechanic "A"	16.91	17.21	17.51
Mechanic "B"	16.08	16.38	16.68
Mechanic "C"	15.40	15.70	16.00
Power Yard Sweeper	15.40	15.70	16.00
Property Maintainer "A"	16.91	17.21	17.51
Property Maintainer "B"	16.08	16.38	16.68
Property Maintainer "C"	15.40	15.70	16.00
Laborer "A" (Stops & Zones)	15.40	15.70	16.00
Laborer "A"	15.23	15.53	15.83
Road Janitor	15.88	16.18	16.48
Roving Janitor	13.36	13.66	13.96
Service Attendant	12.34	12.64	12.94
Electrician's Helper*	15.40	15.70	16.00
Lighting Maintenance Truck Operator	17.17	17.47	17.77

*LIMIT TO FOUR POSITIONS

LEADER:

Additional over highest paid employee in the leader's group forty-five (45¢) per hour, and an additional ten cents (10¢) per hour when taking the place of a regularly assigned Non-Contract Supervisor on his/her regular work days or on his/her assigned days off. Provided, however, that the assignment of a Mechanic to a Utility or a Service Attendant Leader's group shall not entitle the Utility or Service Attendant Leader to be paid more than he/she would otherwise be paid.

SECTION C - COST-OF-LIVING CLAUSE

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

1. The basic wage rates as set forth in this Article will be adjusted upward in the amount of one cent (1¢) for each 0.135 increase in the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for Los Angeles/Long Beach/Anaheim Area for all items (1982 - 1984 = 100).
2. The April 1988 index shall be considered as the fixed base for determining all adjustments with the first adjustment, due to be paid September 1, 1988, based upon changes in the CPI, if any,

between the fixed base of April 1988 and July 1988. Thereafter, adjustments shall be made each three (3) months for the duration of the Agreement based upon changes, if any, from the fixed base. Adjustments are due in September, December, March and June of each year while the Agreement is in effect.

SECTION D - SKILL DIFFERENTIAL RATES

Any employee while engaged in steam cleaning operations, shall receive 40¢ additional per hour.

Mechanic "B" shall be the minimum classification of an employee assigned to Spray Painting.

SECTION E - MECHANIC "AA", UTILITY "A" & UTILITY "B"

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

ARTICLE 2

SPECIAL WAGE PROVISIONS

SECTION A - SHIFT DIFFERENTIAL

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

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

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

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

Employees who are required to work overtime before the beginning of, or at the end of their shift at a division or location that

has regularly scheduled second and/or third shifts, will be paid the shift differential, if any, that is paid to other employees normally working those hours. There will, however, be no reduction in shift differential for an employee on the third shift who works over into the first shift.

SECTION B - CALL OUTS - EMERGENCY WORK

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

SECTION C - ON CALL PAY

(TELECOMMUNICATIONS AND FACILITY MAINTENANCE)

1. ON CALL PAY

An employee placed on call will be paid two (2) hours pay for each twenty-four (24) hour period on call.

2. CALL OUT PAY

An employee who is on call for a twenty-four (24) hour period and is called out for work shall be guaranteed an additional six (6) hours pay pursuant to Section B above excluding the eight (8) hour guarantee.

ARTICLE 3

OVERTIME

SECTION A - REGULAR OVERTIME PROVISION

All employees shall be paid one and one-half ($1\frac{1}{2}$) times their straight time hours for all work they perform in excess of eight (8) hours per day or forty (40) hours per week, at their regular straight time hourly rate of pay.

SECTION B - WORK ON DAYS OFF

All employees who complete their assignment when working on their regular or assigned days off shall be paid one and one-half ($1\frac{1}{2}$) times their straight time hours worked, with a minimum allowance of twelve (12) straight time hours, at their regular straight time hourly rate of pay provided the employee works their regularly scheduled five (5) day forty (40) hour work week.

All employees not completing their assignment when working on their regular or assigned day off shall be paid one and one-half ($1\frac{1}{2}$) times their straight time hours worked at their regular straight time hourly rate of pay provided the employee works their regularly scheduled five (5) day forty (40) hour work week.

No employee will be required to work on that employee's regular day off unless there are substantial abnormalities in service requirements; provided, however, this requirement for work will be mutually agreed to in advance between the District and the Union and the twelve (12) hour minimum allowance as referred to in the first paragraph of this section shall remain in effect, regardless of whether the employee completes his/her five (5) day, forty (40) hour work week.

SECTION C - PROVISIONS AGAINST PYRAMIDING

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

ARTICLE 4

DISTRIBUTION OF OVERTIME

SECTION A - ROTATING ROSTER

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

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

SECTION B - PROTECTION OF SCHEDULE SHIFT DUTIES

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

SECTION C - SELECTING EMPLOYEES FOR OVERTIME WORK

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

ARTICLE 5

ISSUANCE OF PAYCHECKS

SECTION A - PAY PERIODS AND PAYDAYS

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

SECTION B - VACATION ALLOWANCE

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

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

SECTION C - SHORTAGES

In the event there is a shortage in pay on a regular paycheck, such shortage shall be made up in accordance with the following procedure:

1. A shortage of less than twenty-five dollars (\$25.00) will be included in the next regular paycheck.
2. Shortages between twenty-five dollars (\$25.00) and two hundred dollars (\$200.00) will be paid by a cash advance no later than the day the shortage is discovered.
3. Shortages of two hundred dollars (\$200.00) or more will require the issuance of a special check no later than the next regularly scheduled Payroll Department work day.

SECTION D - PAYCHECK STUBS

All paycheck stubs issued will itemize all daily straight time hours worked and overtime, if any, during the pay period.

ARTICLE 6

WORK SHIFTS AND WORK WEEK

SECTION A - GUARANTEE

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

This guarantee shall not apply to Division 3500 in the event of shortage of material caused by work stoppage of suppliers. Employees of Division 3500 whose assignment may be affected by inclement weather shall be allowed to do other work for which they are qualified.

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

SECTION B - CONSECUTIVE DAYS OFF

Work shifts for all employees shall be scheduled so as to provide

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

SECTION C - LENGTH OF WORK DAY AND WORK WEEK

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

ARTICLE 7

SELECTION OF WORK ASSIGNMENTS AND SHIFTS AND CHOICE OF WORKING SCHEDULES

SECTION A - REGULAR SHIFTS

Employees shall select their work schedules and shifts at their respective locations in accordance with their departmental seniority. The District shall determine the number of employees to work in each job classification, as referred to in Article 10 of this Agreement on each shift.

SECTION B - HOLIDAY WORK

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

SECTION C - NORMAL BIDDING CYCLE

In April and October, the District shall establish weekly work schedules to be bid in Departments 9300, and 9600. Such schedules shall contain the time of start and finish of each shift, the days of the week to be worked, Leader, Relief Leader, Body Shop and specialty assignments. Prior to the posting of such schedules, the Union representatives shall have the opportunity to review and discuss these schedules with the department head or designee. Bid sheets cannot be changed at the Divisions after they have been reviewed by the Union and sent back from Maintenance General without mutual consent between the Union and the District.

For the purpose of bidding under this section:

- * Mechanics will be one unit;
- * Utility A's and Service Attendants will be one unit;
- * Utility B's will be one unit;
- * E.C.T.'s will be one unit;
- * S.E.C.T.'s will be one unit;
- * Property Maintainers will be one unit;
- * Digital Technicianswill be one unit; and
- * Digital System Technicianswill be one unit.

However, in the event that less than four (4) Mechanics ["A" or "B"] (not including Leader, Relief Leader or Body Shop) bid into each shift within each operating division, the District shall have the right to draft Mechanics ["A" or "B"] in reverse seniority order according to the following procedure:

After the close of bidding, each Division Manager or designee shall meet with the Shop Steward for his/her division. The Division Manager shall determine the number of Mechanics ["A" or "B"] necessary to meet the above-referenced minimum staffing requirements. The Shop Steward shall provide the division manager with the names of the Mechanics ["A" or "B"] to be drafted pursuant to this procedure.

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

Bids covering positions normally assigned to day inspection work will be identified as inspection assignments. An employee who bids an inspection assignment may perform other equipment maintenance

work when no inspection work is available for that employee. Inspection shifts will be confined to the first shift assignments with starting times flexible within the limitations set forth in Article 2, Section A of this Agreement.

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

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

SECTION D - BIDDING ON LOWER LEVEL ASSIGNMENTS

Employees will not be permitted to voluntarily bid to a lower classification except in meritorious cases and when mutually agreed upon by the District and the Union. It is understood that this section shall not apply to employees who have received benefits pursuant to Labor Code Section 139.5.

SECTION E - COPY OF SHAKE-UP BIDS TO UNION

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

SECTION F - RETURNING FROM INDEFINITE LEAVE

In the event an employee returns to work in the same shake-up period during which the employee was placed on indefinite leave, he/she will be placed on the same shift with the same days off as held at the time of the commencement of disability.

In the event an employee returns to work after a subsequent shake-up has been held, such employee will be allowed to bid into the same division with the shift and days off equal to that which the employee's seniority would have permitted had the employee been present to bid at such subsequent shake-up.

SECTION G - REMOVAL OF EMPLOYEES FROM SECTION

Employees will be removed from his/her section by inverse seniority if there are no volunteers.

ARTICLE 8

VACANCIES AND NEW POSITIONS

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

SECTION A - PRE-BID NOTICES

Employees desiring to change work locations may advise their department head of their desire on a prescribed pre-bid notice, in quadruplicate. One copy will be forwarded to the Department, one to the Union, one to the employee's file, and one to the employee. Such notice shall state the employee's name, badge number, Maintenance Department seniority date, classification, present location and location to which he/she desires to move. When a vacancy or new position occurs, the District will advise

the Union business representative. The District and the Union representative will confer to consider applicable pre-bid notice. If there is more than one pre-bid on file, qualification and seniority will govern the selection. If an employee is moved as a result of a pre-bid, all other pre-bids he/she may have on file will be nullified.

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

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

SECTION B - POSTING BIDS

If no qualified employees in the same classification and department where vacancy exists have filed a pre-bid, then bids shall be posted in all units of the non-operating department for four (4) working days on all bulletin boards. A copy of such notice shall be furnished to the Union. All vacancies or new positions so

posted shall be filled within six (6) calendar days from the close of the posting period, provided a qualified employee applies. In selecting the qualified applicant, consideration will first be given to employees within the department. If a qualified employee applies within such four (4) work day period in the department where the vacancy exists, he/she will be given the position. Awards for all jobs posted will be placed on bulletin boards for four (4) working days.

SECTION C - HIRING OF OUTSIDE APPLICANTS

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

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

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

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

SECTION D - CENTRAL MAINTENANCE FACILITY

When positions regularly assigned to a rate above the base rate become open for assignment at the Central Maintenance Facility, they will be posted for bid at the Central Maintenance Facility only. In the event no qualified employee applies for the vacancy, the procedure described in Section B of this Article will be followed. Position will be awarded to the qualified employee. Where qualifications are equal, seniority shall govern.

SECTION E - TEMPORARY VACANCIES

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

1. If it is determined that additional time is required on temporary vacancy, such extension will be by mutual agreement between the Union representative and the District.

2. a. If it is determined that the vacancy is to exceed ninety (90) days, the vacancy will then be open for bid, as provided above.
- b. If a surplus exists upon the return of an employee from a leave of absence in excess of ninety (90) days, the least senior employee in the classification within that division shall be the employee displaced.

SECTION F - TRAINING PROGRAMS

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

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

Classes will begin on or about March 1, or such other dates as may be mutually agreed upon. The program will be offered to afford an opportunity for all employees. The program is presently

established as twenty-two (22) weeks of classroom work and fourteen (14) weeks of on-the-job training, but the duration may be varied to insure completion of necessary training phases or material.

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

Notice of each class will be posted for bid no later than December 1 of the year preceding the class or at a time to be mutually agreed upon by the parties.

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

Commencing with class number sixteen (16), the minimum rate of pay for classroom graduates will be eighty-five percent (85%) of Mechanic "C" rate for all "on-the-job" training time, provided that this paragraph of Article 8, Section F shall not be applied so as to reduce the pay rate of any employee.

After successful completion of "on-the-job" training, employees will remain on day shift, Monday through Friday, until the next shake-up.

While driving tow trucks, Utility/Service Attendant trainees will be paid the Mechanic "C" rate of pay.

SECTION G - PROMOTION

The Union shall have the right to appeal refusals of promotions to the Director of Maintenance and to the General Manager or his/her designee, whose decision will be final.

ARTICLE 9

TEMPORARY TRANSFERS

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

An employee shall retain seniority in the former position while filling such temporary vacancy. If an employee fills a higher rated classification for ninety (90) consecutive work days, excluding absences on account of sickness, vacations, etc., such employee shall be considered as having qualified for such higher rate on a permanent basis. This shall not apply to a pre-bid move or a low-seniority forced move to another location.

ARTICLE 10

LAYOFFS

SECTION A - ORDER OF DISPLACEMENT

In the event of layoff in any of the Maintenance Departments, the employee with the least seniority within that classification being reduced shall be the first to be displaced; however, after such employee has been displaced in his/her respective classification, such employee shall have the right to exercise his/her maintenance seniority anywhere else in the maintenance unit where the employee is qualified.

SECTION B - CLASSIFICATION

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

1. Mechanics "A", "B" and "C" shall be one classification.
2. Property Maintainers "A", "B" and "C" shall be one classification.

3. Utility "A", "B" and Service Attendant shall be one classification.

4. Road Janitor, Roving Janitor and Laborer "A" shall be one classification.

SECTION C - RATES OF PAY WHEN DISPLACING
TO LOWER CLASSIFICATION

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

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

SECTION D - RIGHT OF QUALIFICATION AND RIGHT TO
DISPLACE IN DIFFERENT CLASSIFICATIONS

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



SECTION G - REINSTATEMENT

To be eligible for reinstatement under the provisions of Section E of this Article, laid-off employees must keep the District informed of their current address. The District's obligation under this Article to offer reinstatement shall be fulfilled by mailing notices to the most recent address supplied by a laid-off employee. To obtain reinstatement, a laid-off employee must notify the District within ten (10) days after such reinstatement offer has been mailed by the District and report for work within fifteen (15) days after the date of the District's offer.

SECTION H - NOTICE TO UNION

The Union will be given fifteen (15) working days notice in case of a layoff caused by a reduction in work force. If such notice is served, it shall automatically expire at the end of thirty (30) days. This notification will not apply if layoff is due to return from leave of absence of senior employees.



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

SECTION E - PROTECTION OF SENIORITY

Employees laid off or furloughed shall hold all seniority rights for a period of twenty-four (24) months following layoff or furlough.

SECTION F - DETERMINING QUALIFICATIONS

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

SECTION G - REINSTATEMENT

To be eligible for reinstatement under the provisions of Section E of this Article, laid-off employees must keep the District informed of their current address. The District's obligation under this Article to offer reinstatement shall be fulfilled by mailing notices to the most recent address supplied by a laid-off employee. To obtain reinstatement, a laid-off employee must notify the District within ten (10) days after such reinstatement offer has been mailed by the District and report for work within fifteen (15) days after the date of the District's offer.

SECTION H - NOTICE TO UNION

The Union will be given fifteen (15) working days notice in case of a layoff caused by a reduction in work force. If such notice is served, it shall automatically expire at the end of thirty (30) days. This notification will not apply if layoff is due to return from leave of absence of senior employees.

ARTICLE 11

DISTRIBUTION OF WORK

SECTION A - WORK ASSIGNMENTS BY CLASSIFICATION

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

SECTION B - SUBCONTRACTING

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

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

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

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

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

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

The parties also agree to the following eight conditions:

1. No existing employee of the District will be laid off or demoted if any subcontracting is in effect.
2. The District will not subcontract any work if the number of employees represented by the ATU falls below the number of such employees on the property on September 18, 1979. This is estimated to be 1195.
3. Any employee receiving a skill differential who is required to change jobs because of subcontracting will not lose the skill differential pay unless the employee voluntarily elects to transfer from Central Maintenance Facility (CMF) to an Operating Division.

4. No outside subcontractor will be permitted to perform any work on the District's premises.
5. There will be no subcontracting of Utility "A", Utility "B" or Service Attendant work.
6. There will be no subcontracting of running repair work at the Operating Divisions.
7. There will be no subcontracting of inspection work at the Operating Divisions.
8. Property Maintenance: Except as required by law, work presently performed shall not be subcontracted.

ARTICLE 12

WORK BY SUPERVISORS AND INSTRUCTORS

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

ARTICLE 13

LEADERS

SECTION A - DUTIES

A Leader directs an employee group assigned to his/her responsibility and need not be concerned with the work of any employee not in that Leader's group.

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

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

SECTION B - QUALIFICATIONS AND SELECTION

Seniority of equally qualified employees shall be the deciding factor in the promotion of an employee to a Leader or a regular

Relief Leader position. This shall also apply to the selection of Temporary Leaders.

SECTION C - AWARD OF POSITION

LEADER:

This job is awarded to an individual on a Job Bid according to qualifications and/or seniority. The employee so awarded will retain the title of "Leader" until he/she voluntarily surrenders the job or is removed for cause, and will receive forty-five cents (45¢) per hour additional pay for all time worked. Leaders will retain their Leader rate of pay while on holidays, vacation and sick pay.

RELIEF LEADER:

This job is awarded to an individual on a Job Bid according to qualifications and/or seniority. As in the case of the "Leader", this person will retain the title of "Relief Leader" on the same basis as stated above. He/she is paid forty-five cents (45¢) per hour additional only when acting as "Leader."

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

To keep the position of "Leader" and "Relief Leader" those employees must always bid the "Leader" and "Relief Leader" slots that are posted on the bid sheets. Failure on the part of the individual who has that title to bid that spot will indicate that the individual wishes to give up the position. An individual may also voluntarily give up the position between shake-ups at any time if the employee should so desire. In the event a "Leader" or "Relief Leader" voluntarily surrenders the position at a time other than at the end of a shake-up, the person surrendering the position will assume the days off and shift of his/her successor until the end of that shake-up period. In either of these cases, the position will be promptly posted for bid at the Division affected.

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

Leaders in Property Maintenance can bump each other by seniority if they are qualified to do the job in the section they are bumping into. Leaders at the Central Maintenance Facility (CMF) can bump another leader in the various sections by seniority if they are qualified to do the job in the section they are bumping into.

A "Leader" receives forty-five cents (45¢) per hour additional at all times because he/she holds the title of "Leader." A "Relief Leader", however, receives this forty-five (45¢) only when he/she acts as the "Leader", which is generally when the "Leader" is absent (days off, sick leave, vacations, etc.).

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

SECTION D - NUMBER OF LEADERS

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

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

ARTICLE 14

PROBATIONARY PERIOD

SECTION A - LENGTH

A new employee shall serve a probationary period of one hundred twenty (120) days. After qualifying for the new position, such employee shall then be given District seniority as of date of employment.

All rights, benefits, and privileges, described in this Agreement, including the application of grievance and arbitration procedure, shall be applicable to probationary employees. The judgment of the DISTRICT regarding a probationary employee's qualification and performance shall not be subject to the grievance and arbitration procedure. Probationary period may be extended, by mutual agreement of the parties, in unusual or exceptional cases.

SECTION B - FALSIFICATION OF RECORDS

It is understood, however, that evidence of falsification of application for employment shall subject the employee to removal from service, if such evidence is discovered within twelve (12) months of date of employment. If such falsification is discovered

after one hundred twenty (120) days, the employee shall have the right of investigation and hearing as provided in Articles 19, 20 and 21 of this Agreement.

SECTION C - ORIENTATION PROGRAM

New employees shall receive orientation training which shall include approximately one (1) hour of instruction consisting of both UNION and DISTRICT presentations on discipline, the Maintenance Guidebook and this Agreement. Employees undergoing this training shall be compensated at their appropriate straight time rate.

ARTICLE 15

SENIORITY

SECTION A - SCOPE

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

SECTION B - DISTRICT

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

SECTION C - DEPARTMENT

There shall be a Departmental Seniority List established in accordance with the date of commencing service within each of the following three (3) departments:

Equipment Maintenance

Facilities Maintenance

Stops and Zones

For purposes of bidding shifts, vacation and holidays, departmental seniority shall control.

An employee who voluntarily moves from one of the above departments to another shall forfeit department seniority accrued in the department from which the employee moved.

An employee who is bumped from one department to another may retain seniority within the department from which the employee was bumped.

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

SECTION D - POSITION FOR THOSE HIRED THE SAME DAY

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

SECTION E - BLENDING

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

SECTION F - WHEN FILLING TEMPORARY VACANCIES

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

SECTION G - PROMOTIONS

Any employee covered by the terms of this Agreement who is promoted to a position not included within the scope of this

Agreement shall, within ninety (90) days of such promotion, determine if he/she shall continue on such promotion or return to his/her previous job. In the event that the member has continued his/her membership in good standing in the Union, he/she shall be permitted to return to his/her former position without loss of seniority. An employee who elects to remain in such new position or fails to continue his/her membership in good standing shall forfeit all departmental seniority. Provided further, that any employee who is promoted a second time will immediately forfeit all departmental seniority.

ARTICLE 16

LEAVES OF ABSENCE

SECTION A - APPLYING FOR LEAVE

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

SECTION B - LEAVE FOR ELECTED OR APPOINTED

UNION OFFICERS

An employee's election as an officer or member of the Executive Board of the Union or appointment to act on Union business shall be considered good and sufficient reason for a leave of absence. Any employee elected or appointed to a fulltime position in the Union shall be given a leave of absence for the duration of his/her term of office, which period shall be considered as

continuous service, and may be extended upon official written request. Upon return from such leave of absence, the employee shall be reinstated without loss of seniority and at the current rate of pay.

SECTION C - WORKING ELSEWHERE WHILE ON LEAVE

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

SECTION D - PREGNANCY

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

SECTION E - MILITARY SERVICE

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

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

SECTION F - BEREAVEMENT

A Bereavement Leave of Absence up to three (3) working days shall be granted employees as a result of death in the immediate family without any reduction in pay. In the event the death occurs outside the state of California, an absence of up to five (5) working days, without any reduction in pay, shall be granted. Verification of death will be required by the District within one (1) week of returning to work. The immediate family is considered to be employee's parents (including step-parents or foster parents); grandparents; sisters; brothers; spouse and children; spouse's parents (including step-parents or foster parents); grandparents; sisters and brothers; grandchildren of the employee or the employee's spouse.

Employee may use floating holidays in connection with bereavement leave.

ARTICLE 17

UNION SECURITY

SECTION A - UNION SHOP

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

SECTION B - DISCHARGE FOR NON-MEMBERSHIP

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

SECTION C - NOTIFICATION OF ENTERING AND LEAVING

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

SECTION D - PAYROLL DEDUCTION OF DUES

The District agrees to make payroll deductions for Union Dues, including payments for the Committee on Political Education payments and contributions for the Jerry Fund for Multiple Sclerosis according to the terms and conditions of the "Authorization for Payroll Deduction" for each employee who executes and maintains such authorization. The District will require a new "Authorization for Payroll Deduction" form to be signed by each employee represented by the Union where such payroll deduction is to be made. Such authorization for payroll deduction to be made on form approved in advance by the District. In the event the District receives from an employee written revocation of the employee's checkoff authorization, the District will promptly notify the Union of the receipt of such revocation.

The Union agrees to hold the District harmless from any claims on account of any such deductions.

SECTION E - INFORMING OF EMPLOYEES

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

SECTION F - CONFORMANCE TO LAW

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

ARTICLE 18

REPRESENTATION

SECTION A - MEETINGS OF AUTHORIZED REPRESENTATIVES

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

SECTION B - LIST OF UNION REPRESENTATIVES

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

SECTION C - CONDUCTING UNION BUSINESS ON DISTRICT PROPERTY

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

SECTION D - WORKING STEWARDS

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

SECTION E - PERFORMING UNION DUTIES DURING WORKING HOURS

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

1. To present a grievance for adjustment to the aggrieved employee's supervisor or Division Maintenance Manager when so requested by an employee under his/her jurisdiction.
2. To investigate any such grievance so that it can be properly presented to the employee's immediate superior, or further processed.

SECTION F - PROTECTION OF EARNINGS OF WORKING STEWARDS

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

SECTION G - MINIMIZING OF TIME FOR CONDUCTING UNION BUSINESS

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

SECTION H - REQUESTS FOR ADDITIONAL MEETINGS

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

ARTICLE 19

GRIEVANCE PROCEDURE

SECTION A - APPEAL LEVELS AND TIME LIMITS

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

1. STEP ONE:

Employee or Union Representative/Supervisor or Maintenance Division Manager.

- a) Any such grievance or dispute shall be presented, in writing, on the ATU Grievance form, for adjustment immediately but in no event more than one hundred twenty (120) hours (five [5] days) after occurrence.

- b) The employee may personally present the grievance or dispute to the employee's Supervisor or Division Manager if he/she so desires.
- c) Any employee having a grievance or dispute may present it to the employee's Supervisor or Maintenance Division Manager through a Union representative. The Supervisor or Maintenance Division Manager and the employee and the Union representative will discuss and attempt to adjust the matter. The Supervisor or Maintenance Division Manager will give a written answer within one hundred twenty (120) hours (five [5] days) after receiving the ATU Grievance Form, which, if denied, shall include the reasons therefore. Every effort will be made by both parties to settle grievances or disputes in this Step One.

2. STEP TWO:

Union Representative/Employee/Department Head or Designee.

- a) If the Supervisor or Maintenance Division Manager's answer is not satisfactory, the authorized Union representative may appeal the grievance or dispute to the Department Head or his/her representative within one hundred twenty

(120) hours (five [5] days) from the date of receipt by the Union representative of the Step One decision. The Union shall state that the answer is unsatisfactory and identify the subject being grieved. Immediately thereafter, a meeting will be arranged between the Department Head or his/her representative and the authorized Union representative. The Union will be notified of the time and place of this meeting. The meeting will be held within one hundred twenty (120) hours (five [5] days) from the time the grievance or dispute was referred to the Department or Unit Head. The case will be discussed and even though an oral decision is given in the meeting, a written decision shall be made and a copy thereof shall be delivered to the authorized Union representative within three hundred sixty (360) hours (fifteen [15] days) from the time of the meeting referred to above.

- b) The grieving employee shall suffer no loss of pay for the second level hearings if he/she is in attendance during the hours of their regular shift.

3. STEP THREE:

Union Representative/Designated Representatives of the District.

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

3. Statement of each grievance or dispute discussed.
4. The Union's position with respect to each grievance or dispute.
5. The District's position with respect to each grievance or dispute.
6. The District's answer to each grievance or dispute.

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

- c) A written decision of the grievance or dispute will be prepared by the General Manager of the District or his representative within three hundred sixty (360) hours, (fifteen [15] days) from the time of meeting.

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

SECTION B - TIME LIMITS

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

SECTION C - EXCLUSION OF SATURDAYS, SUNDAYS & HOLIDAYS
FROM TIME LIMITS

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

ARTICLE 20

ARBITRATION

SECTION A - PROCEDURE FOR NOTIFICATION

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

SECTION B - ISSUES SUBJECT TO ARBITRATION

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

alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of this Agreement.

SECTION C - CHOOSING THE ARBITRATION BOARD

The Board shall consist of three (3) persons; one (1) person chosen by the Union, one (1) chosen by the District and the third chosen by those two (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, as provided in Section A of this Article.

SECTION D - DETERMINATION OF THIRD ARBITRATION BOARD MEMBER IN CASE OF DISPUTE

In the event representatives chosen by the parties cannot agree within five (5) days upon a person to act as a third member of the Board, the District and the Union representatives shall select an arbitrator from the permanent panel of five (5) arbitrators which is contained in this section.

The neutral arbitrator will be selected from the panel in rotation order on a case by case basis.

If the arbitrator selected by the rotation method is unable or unavailable to serve within a reasonable period of time after being

notified of his/her selection, the arbitrator next in order shall be selected and the rotational order shall continue following that selection.

In no event shall the arbitrator who was passed over, because of his/her inability or unavailability to serve, be selected until his/her name comes up again in the rotational order of the above list.

In the event that an arbitration case is settled, or otherwise disposed of, by the parties after an arbitrator from the panel has been selected to hear it, but before the arbitration hearing is held, the arbitrator so selected will be determined to have served and the rotational order shall continue as if the arbitrator had in fact served.

The District and the Union may remove any arbitrator from the panel by mutual consent. In addition, the District and the Union shall be allowed to strike up to one name each from the panel during the term of this Agreement. The District and the Union must mutually agree to a replacement in the event an arbitrator is removed from the panel.

(1) Alexander Cohn

(3) Robert Leventhal

(2) David Concepcion

(4) Phillip Tamoush

(5) Louis Zigman

In the event the panel is depleted or in the event no member of the panel is willing to serve on any given arbitration, then the neutral arbitrator shall be selected from a list of five (5) qualified arbitrators furnished by the California State Conciliation Service. After receipt of said list, the Union and the District representatives shall have the right to strike two (2) names from it in the following manner:

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

In the event of inability of the arbitrator as above selected to serve, the parties shall request a new list from the California State Conciliation Service and thereafter strike names therefrom as above provided.

The neutral arbitrator selected under this Section shall serve as the Chairperson of the Arbitration Board.

SECTION E - ARBITRATION BOARD PROCEDURES

The Board shall convene at a date to be determined by the three (3)

person Board. The parties further agree that in the conduct of the proceedings, the Board shall follow orderly rules of procedure; first, the issues to be presented to the Board as demonstrated by the minutes of Step Three of the Grievance Procedure, or as otherwise agreed to by the parties as the issues to be presented; second, the direct and rebuttal evidence of the parties; third, oral argument by the parties; and fourth, submission and ruling by the Board.

SECTION F - MUTUAL CONSENT TO DECISIONS AND CERTAIN EXPENSES

The parties further agree: (1) that the rulings of a majority of the Board members, with respect to procedure and all objections to the exclusion or inclusion of evidence shall be binding on the parties; (2) that each party shall pay its own arbiter; (3) that all other expenses of arbitration shall be borne equally by the parties, and said expenses may include the making of a verbatim record of the proceedings and a transcript of that record, if it is deemed necessary by the Board; (4) that a written decision or award, by a majority of the Board members, shall be rendered within a time limit which is agreeable to the three person Board.

SECTION G - GRIEVANCES OR DISPUTES NOT SUBJECT TO ARBITRATION

No grievance or dispute shall be presented for arbitration until the

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

SECTION H - CALLING OF WITNESSES

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

SECTION I - EXPEDITED ARBITRATION

Effective June 30, 1988 an expedited arbitration process shall be used to resolve all cases which involve (a) suspensions of thirty (30) days or less, (b) writeups by the District, (c) all discipline under the attendance policy, and (d) any other matter(s) which the parties stipulate may be submitted to expedited arbitration. All other cases will be handled as provided in Sections A through H of this Article.

SECTION J - PROCEDURE FOR EXPEDITED ARBITRATION

The following procedure shall apply to all expedited arbitrations:

1. Neither party may be represented by an attorney.
2. Each party shall have up to one-half hour to present its case, including whatever time it wishes to reserve for rebuttal, unless the neutral arbitrator extends the time. The presentations may be made by way of statements by the parties' representatives, presentation of witnesses, or both, but the hearing shall be informal and rules of evidence shall be liberally construed. In discharge cases a Court Reporter shall transcribe the proceedings, but a transcript shall be prepared only upon request of either party, and paid for by the requesting party.
3. Following each case, the Board (which shall consist of the presenting representatives of the District and the Union and the neutral arbitrator) shall meet in executive session. The neutral arbitrator shall moderate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree, the neutral arbitrator shall determine the award. The award shall be announced orally to the parties, including the employee, and shall be documented in writing at

the hearing, but shall not include a written opinion. The award shall be final and binding, but shall not be used as a precedent in any other case.

4. The fee and expenses of the arbitrator and reporter shall be shared equally by the parties.
5. Any wages lost by an employee called as a witness by either party shall be paid by the party calling such witness.
6. The parties will select two (2) arbitrators to serve on a month-by-month rotating basis, on all expedited cases. The arbitrators shall set aside one day a month, if needed, to hear as many expedited arbitration cases as possible. The parties and the arbitrators may also agree on other dates in any month to hear additional cases, if necessary.
7. a) Following the effective date of the implementation of this procedure, the District and the Union agree to the following panel:

ARBITRATOR #1: RUSSELL SPECTOR

ARBITRATOR #2: ROBERT STEINBERG

- b) The above expedited arbitrators shall serve on a month-by-month rotating basis and each shall conduct

hearings and decide as many cases as possible on the days they are assigned.

- c) Either party may at any time during the term of this Agreement, upon thirty (30) days written notice to the other, declare that an existing Arbitrator is no longer acceptable, in which event, that Arbitrator shall be replaced and a new Arbitrator shall be selected by the parties.
- d) If the parties cannot mutually agree upon a new expedited Arbitrator, within the said thirty (30) days written notice period, the parties shall mutually request a panel of five Arbitrators from the California State Conciliation Service. After determining by lot which shall go first, the parties shall each, in order, strike one name from the panel until only one name remains and that person shall be designated as the new expedited Arbitrator.

ARTICLE 21

DISCIPLINE

SECTION A - PROTECTION OF EARNINGS

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

SECTION B - PROTECTION OF EMPLOYEE'S RECORD

It is mutually agreed that no entry shall be made on the employee's

record of such suspension or discharge if the employee was found to be completely blameless by mutual agreement.

SECTION C - HEARING BEFORE DISCHARGE

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

SECTION D - NOTIFICATION TO EMPLOYEE OF IMPENDING DISCIPLINE

- 1) Discipline hearings shall be held within ten (10) calendar days of the incident or infraction giving rise to the discipline. Any day the employee is off work, due to sickness, injury or bereavement leave shall be excluded from the calculation of the ten (10) days. The employee must be given at least forty-eight (48) hours notice of the time, date, place and subject matter of the hearing.
- 2) Before an employee is disciplined as a result of complaints or reports from sources outside the District's supervisory force, the employee shall be first given a hearing by the employee's Supervisor or Maintenance Division Manager or department designee.

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

SECTION E - SUBMISSION TO MEDICAL EXAMINATION

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

SECTION F - CONSIDERATION OF SERVICE RECORD ITEMS OF ONE YEAR'S STANDING

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

SECTION G - REPRESENTATION AT COUNSELING SESSION

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

ARTICLE 22

COURT APPEARANCES AND INTERVIEW TIME

SECTION A - COURT APPEARANCES FOR LEGAL MATTERS INVOLVING THE DISTRICT

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

SECTION B - ATTENDING DISCIPLINARY HEARINGS

Should an employee during the employee's hours off, be summoned to the office of his/her Supervisor or Maintenance Division Manager for alleged violation of District rules, and should it be found that the wrong employee has been summoned, said employee shall be allowed the actual time from the time he/she reports to the designated office (time of arrival and departure to be recorded by the Maintenance

Division Manager or Supervisor), until released by the Maintenance Division Manager or Supervisor, at the regular straight-time rate of pay with a minimum of twenty (20) minutes for reporting.

SECTION C - JURY DUTY

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

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

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

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

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

Employees shall report for their regularly scheduled shift on days on which they are not on jury duty and will be paid their regular pay for time worked. When possible, employees on Jury Duty shall be temporarily assigned by their Supervisor to Saturday and Sunday off on their respective shifts.

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

ARTICLE 23

UNION EMBLEMS

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

ARTICLE 24

SAFETY AND SANITATION

SECTION A - COMPLIANCE WITH THE LAW

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

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

SECTION B - HAZARDOUS DUTY

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

SECTION C - SPECIAL SAFETY EQUIPMENT

All employees called upon in the course of their usual work to use

air hoses in blowing off and/or vacuuming dust or metal filings shall be furnished with nose respirators and goggles by the District.

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

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

Thermal gear, including earmuffs, will be furnished to employees in the S.E.C.T classification while engaged in mountain work.

The District will provide each employee up to two (2) pairs of regulation safety shoes/boots per contract year.

SECTION D - "ROLL-AWAY" TOOL BOXES

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

The District will provide carriers equipped with casters for employee's privately-owned "roll-away" tool boxes. Carrier and

casters are to remain the property of the District and are not to be removed from the District's premises. District will perform normal maintenance on privately-owned boxes. Painting will be restricted to any one color that the District has on hand.

SECTION E - TOOL INSURANCE

The District will provide each mechanic with tool insurance in the amount of three thousand dollars (\$3,000) per tool box with a fifty dollar (\$50) deductible, provided however, that the employee has furnished the Division Manager with an inventory of the tools in the tool box. Insurance premiums to be paid by the District. Payment to be made for a total loss or partial loss due to forcible entry providing the employee has immediately reported the incident and the tool box was bolted to the roll-away.

SECTION F - TOOL ALLOWANCE

The District will provide for a tool allowance to eligible employees as outlined below. Allowance to be paid only to those employees required to have tools.

<u>EFFECTIVE</u>		
January 1989	-	\$130.00
January 1990	-	\$150.00
January 1991	-	\$170.00

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

The District will furnish both standard and metric three-fourth inch and above drive socket sets. Employees will furnish both standard and metric half-inch and below drive socket sets.

It is understood that any employee outside of the eligible group of employees on January 1st of a given year will automatically receive a tool allowance for that year immediately upon his/her transfer (even for a limited length of time) into an eligible classification.

ARTICLE 25

NOTICES

SECTION A - SERVING PROCEDURE

Written notices permitted or required to be served under the terms of the Agreement, unless otherwise specified herein, shall be sufficiently served when mailed, postage prepaid, certified mail, to the General Manager of the Southern California Rapid Transit District, 425 S. Main Street, Los Angeles, California 90013, for service upon the District, and similarly mailed to the President of the Amalgamated Transit Union, Local 1277, 2500 Wilshire Boulevard, Suite 815, Los Angeles, California 90057.

SECTION B - EFFECTIVE DATES

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

SECTION C - EXCEPTION TO SECTION A OF THIS ARTICLE

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

ARTICLE 26

BULLETIN BOARDS

SECTION A - UNION SECURITY

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

SECTION B - PROHIBITED ITEMS

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

SECTION C - LOCATION AND QUANTITY

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

ARTICLE 27

RECORDS

SECTION A - ENTRIES IN DISCIPLINARY RECORD

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

SECTION B - ANNUAL RECORD REVIEW

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

SECTION C - REVIEW BY EMPLOYEE

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

SECTION D - REMOVAL OF ENTRIES

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

SECTION E - DOCUMENTATION

No negative entries may be entered into an employee's evaluation unless it is substantiated by prior written documentation in the employees record within the previous twelve (12) months.

ARTICLE 28

TRANSPORTATION PRIVILEGES

SECTION A - EMPLOYEE AND DEPENDENTS

Employees will be given transportation privileges at time of employment and spouse after completion of employee's probationary period. 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. Upon the death of the retiree, the spouse and dependent children will continue to be granted free transportation for life or until remarriage of the spouse.

SECTION B - EMPLOYEES TAKING CASH SEVERANCE IN LIEU OF RETIREMENT

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

SECTION C - REPORTING OF LOST PASSES

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

SECTION D - REPLACEMENT OF LOST PASSES

A fifteen dollar (\$15.00) administrative fee will be levied for replacement of lost or stolen employee or dependent passes. This administrative fee shall be three dollar (\$3.00) for retired employees or their dependents. Only one (1) lost or stolen pass will be replaced for each employee or dependent each year.

SECTION E - TERMINATION OF EMPLOYMENT

All passes must be surrendered at the time of termination of employment. Employees who fail to surrender passes will be charged twenty dollar (\$20.00) per month for the balance of the period for which each pass is issued.

SECTION F - DEATH PRIOR TO RETIREMENT

Upon the death of an employee, after the completion of ten (10) years of continuous service, the spouse and dependent children will

continue to be granted free transportation for life or until the remarriage of the spouse.

SECTION G - DEPENDENT CHILDREN DEFINED

8 DISABLED DEPENDENTS

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

Bus passes will be issued to dependents deemed totally disabled due to mental or physical handicap.

Dependent children will be considered disabled while incapable of self sustaining employment by reason of mental or physical handicap, during the lifetime of the employee or the employee's spouse, provided written evidence of such incapacity is furnished to the District prior to the attainment of age 19 or 22. Proof of continued incapacity shall be furnished from time to time at the request of the District.

ARTICLE 29

SICKNESS AND ACCIDENT

SECTION A - ON-DUTY INJURY

An employee who loses time due to an injury on-the-job shall be paid in full, at the regular rate of eight (8) hours pay for the day of injury. For those employees working overtime, they will be paid for the time they were scheduled to work. The District shall provide fifty percent (50%) of employee's hourly rate, not chargeable to sick leave, integrated with Workers' Compensation benefits, for the first fifteen (15) work days lost due to an on-duty injury, excluding the day of injury for which he/she is paid in full at the regular rate. An employee may request sick leave to be integrated with this benefit payment to afford a regular day's wage payment.

SECTION B - NOTIFICATION OF SICKNESS OR ACCIDENT

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

SECTION C - MEDICAL RELEASE

When so requested by the District, any employee returning from a sick leave in excess of three (3) working days duration shall furnish a release from a medical doctor indicating his/her physical fitness to resume duty.

SECTION D - PROTECTION OF SENIORITY

1. No employee shall lose seniority due to leave of absence because of illness or injury unless said leave is in excess of twelve (12) months. No employee shall lose seniority due to leave of absence because of a Workers' Compensation or Industrial cases unless said leave is in excess of twenty-four (24) months.
2. The District or the Union may, within thirty (30) days prior to the expiration of the leave as specified in Section D(1) of this Article, request further extension in meritorious cases, where recovery appears probable, where such recommendation is made by the District's Medical Director, or by recommendation of a licensed physician obtained by the employee, and where agreement is reached by the two doctors recommending an extension of the leave. If there is a disagreement as to the propriety of the extension, the parties may select a third physician to adjudicate the disagreement, with the majority decision prevailing. Such costs incidental to obtaining and arriving at a decision from the third physician to be shared equally by the District and the Union.

ARTICLE 30

PERMITS AND LICENSES

SECTION A - REIMBURSEMENT OF FEES PAID

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

SECTION B - PHYSICAL EXAMINATIONS

The District will perform necessary physical examination or re-examination required by the Department of Motor Vehicles, Division of Drivers' Licenses, as well as evidence of such examination, without cost to the employee, providing such physical examination or reexamination is performed at the time and location as directed by the District. The District will schedule the necessary physical examination or re-examination during the employee's regularly scheduled work day. In the event the employee is scheduled for the physical examination or re-examination before or after his/her regularly scheduled work day, the District agrees to pay the employee a guarantee of one (1) hour minimum pay at one and one-half ($1\frac{1}{2}$) times straight time pay or

overtime for the actual time the employee spends at the medical facility if beyond one (1) hour. Treatment for physical ailments or defects found during the examination or re-examination is not covered by this Article.

SECTION C - TIME ALLOWANCE

The District agrees to allow a maximum of one and one-half (1½) straight pay time hours for those employees obtaining licenses or permits where they are unable to obtain such permits or licenses without loss of time in securing same. Such time allowance will be determined by the employee's Maintenance Division Manager and is applicable only to those employees with one (1) or more years of service.

ARTICLE 31

HOLIDAYS

SECTION A - HOLIDAYS DEFINED

1. The following days shall be considered as legal holidays.

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

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

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

2. The employee shall also be entitled to six (6) floating (casual) Holidays, which includes one in lieu of Dr. Martin Luther King, Jr.'s Birthday, one in lieu of the employee's birthday, and one in lieu of the employee's anniversary date.

SECTION B - GUARANTEE

1. Employees who do not work on a legal holiday as shown in Section A(1) of this Article, will be paid eight (8) hours at their regular straight time rate of pay for the holidays provided such employees complete their work assignment on their last scheduled or assigned work day prior to the holiday, and on their first scheduled or assigned work day after the holiday. This does not apply to Floater (casual) Holidays.
 - a) Employees on leave of absence, absent on account of sickness or who fail to complete their work assignment without excusable reasons on both their last scheduled or assigned work day prior to the holiday and on their first scheduled or assigned work day after the holiday, will not be considered as having worked. In the preceding, "excusable reasons" are as follows:
 - b) Employees who are scheduled to work and are late on the day before or the day after the holiday shall be given the opportunity to make up the time lost on the same day at their regular straight time hourly rate. Employees so doing will be paid the holiday time. Shift differential for working into the next shift will not be applicable in the case of such make-up time. Those employees who are late one (1) hour for

unacceptable reasons will not be considered as having an "excusable reason."

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

SECTION C - PAYMENT FOR WORKING HOLIDAY

- 1. All hourly rated employees who work on any of the legal holidays, as shown in Section A of this Article, will be paid two and one-half (2½) times their regular straight time rate of pay for all time worked. Employees completing their assignment on such holidays will be guaranteed a minimum of twenty (20) hours pay time at their regular straight time hourly rate of pay.
- 2. The District shall determine the number of employees who shall work in each job classification on holidays. (See Article 7, Section B, of this Agreement for bidding procedures for holiday work.)

SECTION D - FLOATING HOLIDAYS

New employees will not be eligible to take floating holidays until completion of probationary period. New employees hired in March, April or May will earn the six (6) floating holidays provided they complete their probationary period. Floaters may then be taken even though the probationary period ends in the following vacation year. The District and the Union shall agree upon a reasonable number of employees who will be permitted to select any one (1) day as a floating holiday. Bidding or floating holidays may take place at the same time as vacation bidding or may be taken on a forty-eight (48) hour notice, first come - first served basis.

No more than one (1) accrued floating holiday may be used within each calendar year, for urgent personal business, provided that twenty-four (24) hours advance notice is given to the Division Manager or Supervisor in charge.

SECTION E - SPECIAL PROVISION

For Division 3314 and Central Maintenance Facility (until such time as the implementation of the seven [7] day work week), whenever a holiday falls on a Tuesday or a Thursday, employees will be permitted to work Sunday (during the same payroll period) at the regular straight time rate of pay in exchange for the Monday or the Friday prior or subsequent to such holiday, whichever the case may be.

ARTICLE 32

SICK LEAVE ALLOWANCE/PAYMENTS

SECTION A - COVERAGE

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

SERVICE REQUIREMENT ALLOWABLE SICK LEAVE

One (1) year of continuous service six (6) days (48 hours)
Two (2) years of continuous service seven (7) days (56 hours)
Three (3) years of continuous service eight (8) days (64 hours)
Four (4) years of continuous service nine (9) days (72 hours)
Five (5) years of continuous service twelve (12) days (96 hours)

Unused sick leave shall be cumulative to a maximum of 248 days; 1984 hours.

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

SECTION B - PAYMENT FOR SICK LEAVE

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

2. In the event S.D.I. benefits to which an employee is entitled are payable for the same day as contract sick leave, there shall be charged against the employee's sick leave account only that portion of a day's sick leave which, when added to the S.D.I. benefits for such day, totals eight (8) straight-time hours pay.
3. Compensable days of sick leave shall be paid at the rate of pay in effect on the day sick leave is claimed.

SECTION C - WAITING PERIOD

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

SECTION D - TERMINATION

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

ARTICLE 33

VACATIONS

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

SECTION A - SCHEDULE

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

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

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

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

Five (5) weeks vacation after fifteen (15) years of continuous service

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

SECTION B - CONVERSION OF WEEKS TO HOURS

For those employees who are on a forty (40) hour week basis, eighty (80) hours shall constitute two (2) weeks vacation; one hundred

twenty (120) hours shall constitute three (3) weeks vacation; one hundred sixty (160) hours shall constitute four (4) weeks vacation; two hundred (200) hours shall constitute five (5) weeks vacation; and two hundred forty (240) hours shall constitute six (6) weeks vacation.

SECTION C - VACATION PERIOD

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

SECTION D - RE-EMPLOYED OR REINSTATED EMPLOYEES

When employees are re-employed by the District within one (1) or two (2) years, whichever is applicable, after involuntary layoff, or are reinstated within ninety (90) days from the date of their honorable discharge after service in the military forces of the United States, for the purpose of determining their eligibility for the vacation allowances herein provided, they shall be credited for that period of continuous service had with the District and accumulated by them since their most recent hiring immediately before such involuntary layoff or immediately before entering such military service. Nothing contained herein shall be construed to mean that time spent during such layoff or such military service shall be credited to continuous service vacation eligibility requirements.

SECTION E - ACCUMULATION

Vacation periods shall not be cumulative.

SECTION F - AFFECT OF ABSENCE FROM DUTY

Any employee who, by reason of illness, injury, or leave of absence, is absent from duties for eighty-five (85) work days or less during the year's service, will be entitled to a full vacation. Employees absent from their duties for more than eighty-five (85) work days during the year will be entitled to one-twelfth (1/12) of their normal vacation for each month or major fraction thereof, which they worked. Employees absent because of injury sustained while on duty, or because of occupational disease, will not be subject to this provision.

SECTION G - EMPLOYEES WITH LESS THAN ONE YEAR'S SERVICE AT BEGINNING OF VACATION YEAR

To provide for the taking of vacations on the basis of equality of all employees during the year, and to effectuate the provisions of Sections A, B and C of this Article, a new employee, after one (1) year of service, will be entitled to one twelfth (1/12) of his/her normal vacation for each month or major fraction thereof of service between the date of employment and the beginning of the vacation

year, which shall be bid after the first anniversary date of employment. A new employee who has earned less than one half ($\frac{1}{2}$) of the normal vacation as of the starting date of the vacation year will be paid in cash for such vacation credit. Such vacation allowances will be taken or paid for after the completion of one year of service. Annual vacations will thereafter be granted as of the vacation year.

SECTION H - SEVERANCE

An employee whose employment is severed shall be paid any accumulated vacation allowance, prorated on the basis of one-twelfth ($\frac{1}{12}$) of that employee's normal vacation for each month or major fraction thereof for which the employee has vacation due.

SECTION I - WORKING ON VACATION

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

SECTION J - VACATION PAY IN LIEU OF VACATION

Any employee who has not taken vacation which has been earned under

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

SECTION K - BIDDING FOR VACATION PERIODS

1. Except as hereinafter provided, employees in Maintenance Departments entitled to vacation shall select a vacation at the beginning of the vacation year as set forth in Section C of this Article, by their Maintenance Department seniority in the unit or division in which they work, each allowing as many vacations as possible and practicable during the summer months.
2. Vacation periods may be split by weekly periods, and it is understood that an employee desiring to split his/her vacation will bid in seniority order and then must wait for all other employees in the unit or division to bid before the employee makes his/her next choice in seniority order. This rotation of bidding will continue until the employee has bid his/her entire amount of vacation. Each bid must be for one (1) or more consecutive weeks.

3. Vacation bidding will commence no later than May 15th. Vacation periods will be posted and remain in full view until bidding is completed.

SECTION L - HOLIDAY DURING VACATION

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

SECTION M - SCHEDULE/SHIFT CHANGES

If an employee is bumped from his/her shift he/she shall retain the vacation he/she originally selected.

ARTICLE 34

UNIFORMS

SECTION A - QUANTITY, COST & REPLACEMENT

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

1. Each employee shall be furnished up to eight (8) uniforms.
 - a. Uniforms must be regulation coveralls, or two-piece uniforms. Employees in some assignments may be required to wear specialized uniforms.
 - b. The existing uniforms may be worn by the employees until replaced as shown in Section A(2) below.
2. In order to obtain replacement of worn or damaged uniforms, the employee must turn in the uniforms that are to be replaced.

SECTION B - LAUNDRY SERVICE

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

SECTION C - CONDITION OF EMPLOYMENT

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

SECTION D - UNIFORM PROBLEMS

The District agrees to meet with the Union upon request to resolve any uniform problem.

ARTICLE 35

COFFEE BREAKS AND CLEAN-UP

SECTION A - COFFEE BREAKS

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

SECTION B - SMOKING RESTRICTIONS

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

SECTION C - CLEAN-UP TIME

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

ARTICLE 36

MEDICAL PLAN

SECTION A - SCHEDULE OF CONTRIBUTIONS

1. Except as provided in Section B and C of this Article, the District agrees to pay into an established trust fund according to the schedule set forth in Section A, Subsection (2), below, amounts per month, per employee, presently covered by this Agreement, as well as for new employees beginning with the first day of the calendar month following sixty (60) days of continuous employment. These amounts will be used to defray the cost of the Health and Welfare Plan designed for the benefit of the employees of the District represented by the Amalgamated Transit Union.
2. Effective as follows:
 - a) June 30, 1988, \$363.00 per month per employee.
June 30, 1989 \$393.00 per month per employee.
June 30, 1990 \$423.00 per month per employee.
 - b) For retired personnel as defined in Section B, Subsection (6) hereof:

June 30, 1988 \$74.55 per month per retiree.

June 30, 1989 \$89.55 per month per retiree.

June 30, 1990 \$109.55 per month per retiree.

SECTION B - EMPLOYEES COVERED

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

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

5. The District will provide for medical coverage for employees retiring with thirty (30) or more years of service from date of retirement to age sixty-five (65) and payment of coverage for employees retiring on disability until employee is eligible for Medicare.
6. All retired persons not otherwise eligible to participate in the Health and Welfare Plan as provided in Sections 4 and 5 hereof. This class of employee shall be eligible for the contribution as outlined in Section A, Subsection 2(b).
7. Employees absent or on authorized leave of absence, except as provided above, must make their own monthly payment.
8. Employees on furlough may be continued in the plan by making their payment direct to the Union or Trustee of the Health and Welfare Plan.

SECTION C - PAYMENT DUE DATE

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

SECTION D - EMPLOYEES CHANGING CLASSIFICATION

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

SECTION E - TERMINATION OF EMPLOYMENT

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

SECTION F - PART "B" MEDICARE CONTRIBUTION

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

SECTION G - BOARD OF TRUSTEES

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

ARTICLE 37

PENSION PLAN

SECTION A - INCORPORATE IN AGREEMENT

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

SECTION B - IDENTIFICATION OF PLAN AND AMENDMENTS

The pension plan referred to above is the plan amended as of June 30, 1988 and approved by the District and the Union. The term of this plan will be as shown in Article 44 hereof.

SECTION C - AVAILABILITY OF DISTRIBUTION OF PLAN

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

SECTION D - COVERAGE FOR EMPLOYEES SERVING
AS UNION REPRESENTATIVES

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

ARTICLE 38

GROUP LIFE INSURANCE

SECTION A - A CONDITION OF EMPLOYMENT

The District shall (effective September 1, 1982), and as a condition of employment, require all employees covered by this Agreement to participate in the Group Life Insurance Program commencing with the first day of the calendar month following ninety (90) days of employment, in the amount of twenty-four thousand dollars (\$24,000).

SECTION B - PREMIUMS PAID BY THE DISTRICT AND EMPLOYEES

The District shall pay the premium for active employees for the first eighteen thousand dollars (\$18,000) of their group insurance after completion of two (2) years of continuous service. Each employee, by the prescribed form, shall authorize the District to deduct from the employee's earnings the amount of premium other than that to be paid by the District as specified above. The premium to be paid by the employee shall be computed at the same rate from time to time paid by the District for such insurance.

SECTION C - PAYMENT OF PREMIUM DURING SICKNESS
AND PERIODS OF NO EARNINGS

Employees who have no earnings during the payroll period for which deductions are to be made will be required to pay their proportion of the premium direct to the District. Employees absent on account of illness or injury in excess of twelve (12) months except for Workers' Compensation and Industrial cases, which shall be twenty-four (24) months, shall be required to pay the entire premium for all of their coverage under the group policy. During the first twelve (12)/twenty-four (24) months of such absence, the District shall pay the premium on the first eighteen thousand dollars (\$18,000) of insurance in the case of any employee who shall have completed two (2) years of continuous service as of the date of commencement of such absence.

SECTION D - PAYMENT OF PREMIUMS WHEN ON LEAVE OF ABSENCE

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

**SECTION E - PAYMENT OF PREMIUM FOR UNION
REPRESENTATIVES**

Union representatives referred to herein participating in the Group Life Insurance Program will have the premium for the first eighteen thousand dollars (\$18,000) paid for by the District.

SECTION F - CONVERSION CLAUSE

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

SECTION G - PREMIUM RATE FOR RETIRED EMPLOYEE

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

SECTION H - FELONIOUS ASSAULT INSURANCE

The District shall provide a life insurance policy for each employee covered by this contract in the amount of fifty thousand dollars

SECTION I - ADDITIONAL COVERAGE

In addition to the above coverages, an employee may obtain an additional policy of fifty thousand dollar (\$50,000) at the applicable group rate. The entire premium for such additional coverage shall be paid by the employee.

ARTICLE 39

DISASTERS - MATTERS NOT COVERED, ETC.

SECTION A - DISASTERS

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

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

SECTION B - BARGAINING ON MATTERS NOT COVERED

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

ARTICLE 40

QUALIFICATION OF PARTIES

SECTION A - GUARANTEE OF PERFORMANCE

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

SECTION B - AUTHORITY OF SIGNATORIES

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

SECTION C - SUBSTANCE OF THIS AGREEMENT

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



ARTICLE 42

ASSIGNABILITY

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



ARTICLE 42

ASSIGNABILITY

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



The District and ATU Local 1277 agree as follows:

1. A Business Development Operating Facility (BDOF) Mechanic classification shall be established under this Agreement at a rate as follows:

	<u>06/30/88</u>	<u>06/30/89</u>	<u>06/30/90</u>
BDOF Mechanic "A" rate	\$14.00	\$14.30	\$14.60
BDOF Mechanic "B" rate	13.50	13.80	14.10
BDOF Mechanic "C" rate	13.00	13.30	13.60

Starting rate progressions shall not apply to these classifications.

All other contract provisions shall apply except as modified herein.

Service Attendants rates will be the same as agreed to in Article 1.
The above is contingent upon the following circumstances occurring:

- a. An agreement between the District and the UTU and TCU which would permit the District to competitively bid and to successfully contract with cities and/or the County of Los Angeles to provide new service.
- b. Current employees classified as Mechanic(s) and Service Attendant(s) who would be laid off shall be given first opportunity to fill the BDOF Mechanic(s) and Service Attendant(s) classifications.



EXAMPLE:

If a BDOF Mechanic "B" takes a position in any regular Division he/she will receive the regular Mechanic "B" rate in a lateral transfer.

2. The foregoing constitutes an effort by the District and ATU Local 1277 to retain and expand jobs and provide high levels of service to the public.



SECTION C - SUBSEQUENT INTERPRETATIONS

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