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840041

4000 workers

X=6/06

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into this 9th day of January, 2003, by and between the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, hereinafter referred to as the "Authority," and LOCAL 589, AMALGAMATED TRANSIT UNION, AFL-CIO, hereinafter referred to as the "Union."

WHEREAS, the Board of Directors of the Authority has the authority to bargain collectively with labor organizations representing employees of the Authority and to enter into agreements with such organizations over wages, hours, and working conditions to the extent permitted by law; and

WHEREAS, the Union is a labor organization representing employees of the Authority; and

WHEREAS, the Authority and the Union are Parties to a Collective Bargaining Agreement entered into the first day of July, 1997; and

WHEREAS, the Parties have agreed to certain changes in said Agreement;

NOW THEREFORE, the Authority and the Union, in consideration of mutual promises and covenants, agree that the Agreement entered into the first day of July 1997 shall be further amended, with all amendments effective January 1, 2003, unless specified otherwise, as follows:

1. Duration – Section 700

Amend to read as follows: "This Agreement and the individual provisions hereof shall continue in force and be binding upon the Authority and the Union until and including the 30th day of June, 2006 and from year to year thereafter unless changed by the Parties. Either of the Parties hereto desiring a change in any Section or Sections of this Agreement shall notify the other Party in writing that it desires a change at least one hundred eighty (180) days prior to the end of the year, which is the 30th day of June. Such notification shall include, in writing, all specific changes desired of either Party."

2. Wage Rates – Sections 600 and 601

The wage rates for all classifications covered by the Agreement shall be increased as follows, with all increases compounded and rounded to the nearest full cent:

- July 1, 2003 – 2.0 %
- July 1, 2004 – 3.0%
- July 1, 2005 – 4.0%

3. Uniforms – Section 106

Amend Section 106A to permit employees to voluntarily substitute short pants for lightweight trousers in the Authority-provided summer uniform.

4. Sick Leave – Section 116A

This amendment is in addition to the current Section 116A.1(c). Amend Section 116A.3 by adding the following sentence: “The physician’s certificate required under this provision shall be waived, at the employee’s option, on one occasion per calendar year provided the employee has attained five years of service or more.”

5. Bereavement Leave – Section 116B

Amend Section 116B.1 by adding the following sentence: “It is understood that employees shall be entitled to three days of paid leave in addition to the employee’s regularly scheduled unpaid days off coincident with the bereavement leave.”

6. Vacations – Section 113

Amend Section 113I by substituting “ten (10) years of service” for “fifteen (15) years’ service” in the first paragraph.

7. Filling Vacant Assignments in Equipment Maintenance – Section 519

Amend the Agreement as necessary to provide that vacancies filled within the Carhouse Repairer classification will be based upon date entering classification seniority (i.e., the minimum service requirement is eliminated for Repairers bidding within classification).

8. Work Selection in SMI – Section 518

Amend Section 518A by adding the following sentence: “In addition to selecting rating stations and shifts, System Repairers shall select their ‘work section’ in accordance with seniority.”

9. Work Selection in Transportation – Sections 220C, 318C and 425C

Clarify the phrase “the pick commences” by substituting the phrase “the first person within their classification picks at their rating station.”

10. Work Selection for Travelers Assistance Clerks – New Section

Amend the Agreement by incorporating the existing Letter of Agreement establishing picking rights for Travelers Assistance Clerks.

1. Employees will establish a rating date upon first entering the Travelers Assistance Clerks classification (i.e., employees newly entering the classification start at the bottom of the list).
2. Travelers Assistance Clerks will select their work, days off, positions on the cover list, or other assignments, in accordance with the seniority rating established in number one above.

11. Filling Vacancies Outside the Department – New Section

Amend the Agreement as necessary to provide that employees who bid and are awarded a position within a bargaining unit classification in a different department, shall have a grace period of six months from date-of-transfer to return to their former position with full seniority rights.

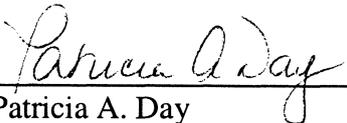
12. Unemployment Benefit Plan

The parties have agreed to a Side Letter to provide that employees laid off for any reason other than a reduction in aggregate service (vehicle hours) provided within the Authority service area shall be entitled to a benefit equal to 75% of weekly pay, including unemployment insurance benefits if any, for each week until recalled by the Authority subject to a maximum benefit of 26 weeks within a continuous 2 year period. This provision shall remain in effect for the duration of this Agreement (including any “roll-over” period).

The implementation of this MEMORANDUM OF UNDERSTANDING is subject to the approval of the membership of Local, 589, Amalgamated Transit Union, AFL-CIO, and the approval of the Board of Directors of the Massachusetts Bay Transportation Authority.

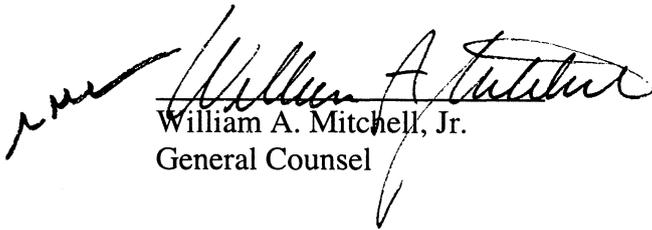
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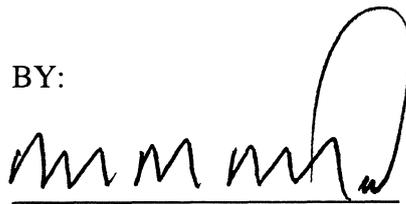
Patricia A. Day
Assistant General Manager/
Chief Labor Relations Officer

APPROVED AS TO FORM:



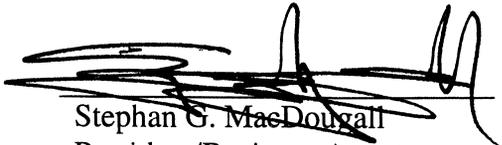
William A. Mitchell, Jr.
General Counsel

BY:

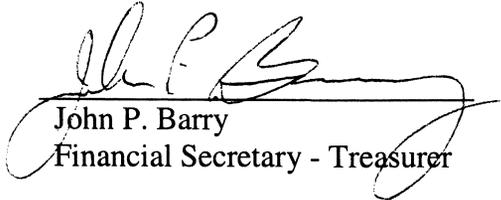


Michael H. Mulhern
General Manager

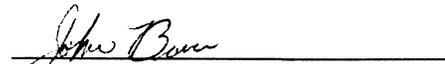
LOCAL 589, AMALGAMATED TRANSIT UNION, AFL-CIO



Stephan G. MacDougall
President/Business Agent



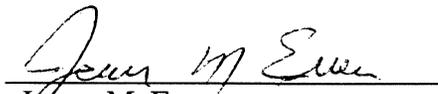
John P. Barry
Financial Secretary - Treasurer



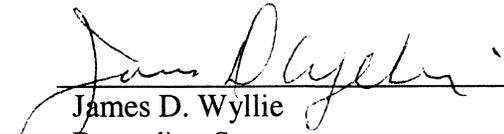
John Burr
Executive Board Member



John J. Keller
Executive Board Member



James M. Evers
Vice President



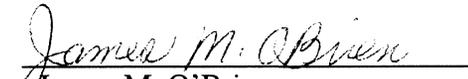
James D. Wyllie
Recording Secretary



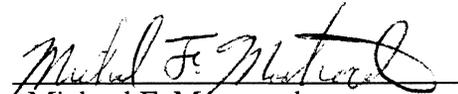
Daniel K. Burton
Assistant Secretary



Robert L. Callahan
Executive Board Member



James M. O'Brien
Executive Board Member



Michael F. Mastrocola
Executive Board Member

#840041

**ARTICLES OF
AGREEMENT**

**MASSACHUSETTS BAY
TRANSPORTATION
AUTHORITY**

AND

**LOCAL UNION 589,
AMALGAMATED TRANSIT
UNION,
AFL-CIO, CLC**

3,800 ~
Maintenance
Work

(FINAL 07/18/01)

X-6/30/02

8/27/02

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PREAMBLE

ARTICLES OF AGREEMENT, made and entered into as of July 1, 1997, by and between the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (hereinafter called the "Authority"), successor to the Metropolitan Transit Authority on August 3, 1964, by virtue of Chapter 161A of the General Laws of the Commonwealth of Massachusetts, Party of the First Part, and LOCAL UNION 589, AMALGAMATED TRANSIT UNION, AFL-CIO, CLC, formerly Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, AFL-CIO, CLC (hereinafter called the "Union"), the exclusive collective bargaining representative of all employees of the Authority enumerated in PART SIX of this Agreement, Party of the Second Part;

WITNESSETH: That the purpose and intent of this Agreement is to provide a working understanding between the employees of the Authority represented by the Union and the Authority, each through its duly accredited Officers; to provide as satisfactory service to the public as possible; to provide as good working conditions for said employees as possible; to properly protect the interests of the Authority; and to provide that in the operation of the railway of the Authority and respecting the relations to exist during the term of this Agreement between the Authority and those of its employees who, during the life of this Agreement, are in the bargaining unit represented by said Union, both Parties hereunto mutually agree:

PART ONE—GENERAL

100 Recognition Clause and Arbitration

The Authority agrees to meet and treat with the duly accredited Officers and Committees of the Union upon all questions arising between them and, should any difference arise between them which cannot be mutually adjusted, the same shall be submitted, at the request of either party, to arbitration to the extent allowed by law and in a manner hereinafter provided in Section 104. In view of the provision for arbitration, employees have no right to strike and the Authority has no right to engage in a lockout.

Questions or differences arising between the Parties involving interest arbitration shall be submitted to arbitration in a manner as provided in Section 103.

101 Membership In The Union and Agency Shop

- A. All part-time and full-time employees employed in all classifications included within the bargaining unit shall, at the end of ninety (90) days, either become members of the Union or pay an agency fee as hereafter provided.
- B. The Authority will send to the Union each month the name, payroll designation and date of appointment of each new employee in a classification included within

the bargaining unit during the previous month.

- C. The Union will notify each new employee in writing no later than forty-five (45) days following the employee's date of hire that such employee, as a condition of employment, must either join the Union or pay an agency fee by the end of ninety (90) days from the employee's date of hire.
- D. At the end of the ninety (90) days from an employee's date of hire period, employees shall either (1) join the Union and make arrangements for payment of union dues, fees and assessments by direct payment to the Union or by payroll deduction or (2) make arrangements for payment of agency fees by direct payment to the Union or payroll deduction. The Union shall forward to the Authority the original signed copy of all new employees' authorizations for payroll deduction for union dues and assessments or agency fees. In no event shall the agency fee exceed the amount of union dues and assessments.
- E. Any dispute between the Union and the employees required to pay an agency fee by the provisions of this Section concerning the amount of the agency fee and/or the responsibilities of the Union to such

employees with respect to such fee shall not be subject to the grievance and arbitration procedures set forth in Section 104.

- F. 1. Any employee who fails to pay the regular monthly membership dues and assessments in such amount as may be fixed by the Union in accordance with the procedure prescribed by the General Laws and the Constitution or Bylaws of the Union or any employee who fails to pay the agency fee described in this Section shall be subject to progressive discipline, including suspensions without pay for up to sixty (60) days, provided that the Union shall have given written notice to the Authority and to such employee of such failure and such employee shall have failed to comply with the provisions of this Section for thirty (30) days after the receipt of such notice. The Union will certify to the Authority that the employee has not complied with their dues or fee responsibilities and has no proper challenge to the fee amount pending. Such progressive discipline will be administered in accord with Authority procedures.
2. The entire progressive discipline described above, up to and including

suspensions without pay for up to sixty (60) days, may be applied to an employee once each calendar year for every calendar year that such employee fails to pay such membership dues and assessments or agency fee.

- G. Any employee who has been denied membership in the Union or whose membership has been terminated for reasons other than failure to pay union dues or assessments shall pay the agency fee described in this Section. This Section shall not apply to employees within the first ninety (90) days of their employment.
- H. The Authority will deduct, or continue to deduct, from the pay (including Vacation and Sick Leave Pay, as well as other pay) of each employee in a classification covered by this Agreement, employed by the Authority, who has filed with the Authority in writing a request to do so, such dues and assessments or the agency fee described in this Section, as the Union shall have determined shall be payable from each employee in classifications covered by this Agreement.

The Authority shall remit weekly to the Union the aggregate of all such deductions together with a list of the names of the employees in classifications covered

by this Agreement from whom deductions were not made.

102 Management Rights

The Authority will exercise the exclusive right to set its policy; to manage its business in the light of experience, good business judgment and changing conditions; to determine the amount of service to be run at any and all times; to direct the working forces; to determine the number of its employees at any time; to determine the qualifications for and to select its managerial forces and all new employees; to make reasonable rules and regulations governing the operation of its business and the conduct of its employees; to enforce discipline for violations of rules and other misconduct; and to suspend or discharge its employees for cause.

103 Selection of Arbitrator

- A. In the event the Authority and the Union fail to reach an agreement for a successor contract within ninety (90) days from the date of the expiration of this Agreement, either Party may notify the other that it desires mediation. The Parties may agree upon a person to serve as a mediator or, if unable to agree on said mediator, either Party or the Parties acting jointly may petition the Board of Conciliation and Arbitration to appoint a mediator from a list of qualified persons maintained by the Board.

After a reasonable period of mediation, not to exceed forty-five (45) days from the date of appointment, said mediator shall issue a report indicating the results of his services in resolving the impasse. If at the conclusion of mediation the impasse still exists, the mediator shall so certify. In the event, the mediator shall certify in his report the last best offer of each Party on each unresolved issue which has been submitted to mediation and shall also certify the agreement of the parties on each issue on which agreement has been reached and shall submit such certification to the arbitrator selected by the Parties. In such event, so long as the mediator shall also certify that the Parties have bargained in good faith, either Party may notify the other that it desires arbitration of the dispute. Within ten (10) days of said notice, the Parties shall meet to select a single neutral arbitrator. If, within fifteen (15) days, the Parties fail to select such single arbitrator, either Party may forthwith petition the Board of Conciliation and Arbitration to request a list of five (5) arbitrators from the American Arbitration Association and said Association shall certify to the Board that such arbitrators on the list it provides possess the qualifications as provided in M.G.L.

c. 161A, § 19E. The Parties shall thereupon meet to select such arbitrator by striking one (1) name each until one (1) name remains and that person shall serve as the neutral arbitrator. If after ten (10) days, one of the Parties declines to strike their names, the other Party shall strike two (2) names and the Board shall forthwith select the arbitrator from the remaining three names.

This section of the Agreement shall be governed by and consistent with the provisions of M.G.L. c. 161A, Section 19D, as amended from time to time.

- B. The single arbitrator, whether agreed upon by the Parties or selected by the Board of Conciliation and Arbitration, shall be a legal resident of the Commonwealth and shall be experienced in state and local finance.
- C. The arbitrator shall rely primarily on the following factors in determining the basis for an award:
 - (a) The financial ability of the Authority to meet additional costs, which shall include but not be limited to: (i) the statutory requirement that the authority produce revenues in excess of expenses; (ii) the financial ability of the individual communities and the commonwealth to meet addi-

tional costs; (iii) the average per capita tax burden, average annual income and sources of revenue within the commonwealth, and the effect of any arbitration award on the respective property tax rates of the cities and towns within the authority's district.

- (b) The overall compensation presently received by the employees, having regard not only for wages for time actually worked but also for wages for time not worked, including vacations, holidays and other excused time.
- (c) All benefits received by the employees, including insurance, pension, as well as the continuity and stability of employment.
- (d) The hazards of employment, physical, educational and mental qualifications, job training and skills involved.
- (e) A comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services within the commonwealth and with other employees generally in public and private em-

- ployment within the commonwealth.
- (f) The average consumer price for goods and services, commonly known as the cost of living.
 - (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
 - (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between parties, in the public service of the commonwealth, and which are not precluded from bargaining under section 25.
 - (i) The stipulation of the parties.
- D. Within thirty (30) calendar days of an award, the arbitrator shall issue a written opinion inclusive of an analysis of all statutory factors applicable to the proceedings. Any determination by the arbitrator, if supported by material and substantial evidence on the record, shall be binding upon the parties and upon the appropriate legislative or appropriating body and may be enforced at the insistence of either party or by the arbitrator in superior court. The scope of arbitration shall be limited

to wages, hours and conditions of employment and shall not include any provisions for any cost of living adjustments which are based on changes in the Consumer Price Index after the expiration of the contract period covered by the award. In addition, any wage or salary adjustments shall be expressed in per cent or dollar amounts, and in no case shall there be any provision for salary adjustments to occur after the expiration of the contract period covered by the award.

The cost, if any, of the mediation and of arbitration proceedings exclusive of the expenses of the individual parties provided for under sections nineteen C through nineteen G of c. 161A shall be divided equally by the parties and shall be in accordance with a schedule of payments established by the American Arbitration Association.

104 Grievance Procedure

A. General

1. This Grievance Procedure shall apply to all disputes arising between the Union and the Authority, whether any such dispute occurs as the result of a complaint by an individual member of the Union or a complaint by the Union itself.

A grievance must be filed within thirty (30) days from the date on which an incident occurred which gave rise to the grievance, by an individual member of the Union, or the date on which the grievant became aware of such incident.

In the event that the Union is filing the grievance, such grievance must be filed within thirty (30) days from the date on which the Union becomes aware of the incident or occurrence.

2. An employee will not be discharged or otherwise disciplined nor will entries be made on said employee's service record without sufficient cause. In each case where disciplinary action or where entries on an employee's service record are being contemplated, the employee will be given a written statement of the precise charges. Such written statement will be furnished to the employee prior to the commencement of any discipline or the making of any entry on the employee's service record and will simultaneously be furnished to the Union.

After full investigation, the employee shall be notified, in writing, of the decision whether to exonerate, to dis-

cipline or to make other entries on the employee's service record and, if discipline is to be imposed, such discipline shall be set forth in said notice.

3. Notice of the decision shall be sent to the employee within fifteen (15) calendar days from the date on which the Authority first obtains knowledge of the incident or act which forms the basis of the charge or charges. Upon notification to the Union, such period shall be extended to thirty (30) calendar days.

B. Processing of Grievances and Complaints

All disputes, disciplinary actions and adverse entries in the employee's service record may be the subject of a grievance progressed by authorized Union representatives in the following steps:

1. Step 1. Whenever disciplinary action has been imposed or approved in whole or in part at any level below that of Superintendent, as described in Subsection B., Paragraph 1. of this Section, or whenever any other dispute has not been so resolved, the grievance may be progressed to any higher level up to and including the Superintendent, provided, however, that the initial grievance or its ad-

vance to the higher level of supervision is filed within thirty (30) calendar days from the date on which the employee receives notice of the disciplinary action or approval thereof. Each Supervisor, including the Superintendent involved, with whom a grievance is taken up under Step 1, shall advise the Union and employee Grievant, if any, of the decision within fifteen (15) business days ("business days," as used here and hereinafter in this Section, means Monday through Friday, exclusive of holidays), from the date the matter is submitted to such Supervisor.

No grievance, however, may be processed beyond the Department in which it originated before it has been acted upon by the Superintendent.

2. Step 2. Whenever disciplinary action has been imposed or approved in whole or in part by the Superintendent of a Department or when any other dispute has not been resolved by such Superintendent, the grievance may be progressed to the Director of Labor Relations or a designee, provided, however, that such action is taken within thirty (30) calendar days from the date the Union

receives notice of the action of the Superintendent. Within ten (10) business days from the receipt by the Director of Labor Relations or such designee, of a notice, in writing, which shall set forth the name, badge number, location, date, approximate time and type of grievance, the Director of Labor Relations or such designee shall meet with the Union representatives to discuss the grievance. The Director of Labor Relations or such designee shall advise the Union and the employee Grievant, if any, in writing, of the decision within thirty (30) calendar days from the date of such meeting.

3. Step 3. Whenever disciplinary action has been imposed or approved in whole or in part by the Director of Labor Relations or a designee or when any other dispute has not been resolved by said Director of Labor Relations or a designee, the grievance may be progressed by written notice to the General Manager or mediator/fact finder, which notice must be received within thirty (30) calendar days from the date the Union received notice of the action of the Director of Labor Relations. The written notice must specify whether the grievance

will be processed to the General Manager or to a mediator/fact finder. No grievance will be processed to both. All discharge grievances will be processed to the General Manager. All one (1) day suspensions or lesser disciplines and all pay or benefits disputes will be processed to the mediator/fact finder, unless any such discipline is, by agreement between the Union and the Director of Labor Relations or a designee, discipline for an action or inaction of sufficient significance to be processed to the General Manager. To the extent not covered above, the Union designation of the appropriate consideration track at this step will be determinative. The parties reserve the right to further delineate at any time by agreement which types of matters may be processed to the General Manager or mediator/fact finder.

- a. Cases to be considered will be clustered for hearing by the General Manager or mediator/fact finder each month. After the General Manager's Hearing, eligible cases will be presented once each month to the General Manager and mediator/fact finder in rotating order. It is the intent

of the parties to present cases six (6) times each year to the mediator/fact finder and six (6) times each year to the General Manager. More presentations may be added by mutual agreement.

- b. General Manager's decisions will be sent to the Union and the employee Grievant, if any, within fifteen (15) business days following each General Manager's meeting with Union representatives on properly processed grievances.
- c. Cases designated for consideration by the mediator/fact finder will be eligible for hearing if, after denial at Step 2, the Union notifies the Director of Labor Relations of its intent to move an eligible case to the mediator/fact finder no less than fifteen (15) business days in advance of the next scheduled hearing.

The Alternate Umpire will be the mediator/fact finder absent agreement by the parties to a special designation of a substitute.

Disputes will be presented without transcription to the media-

tor/fact finder informally by the Director of Labor Relations or a designee and by the President/Business Agent of Local 589 or a designee. No more than fifteen (15) cases will be presented at any hearing, absent mutual agreement to the contrary.

Witnesses will be called before the mediator/fact finder only by agreement. Any and all relevant documents may be presented to the mediator/fact finder.

The mediator/fact finder will announce at the end of each party's presentation, his/her opinion of the appropriate disposition of the matter and the reasons therefor. No briefs will be submitted. A written confirmation of the mediator/fact finder's non-binding disposition opinion and summary reasons therefor in each case or, if requested by both parties, a statement of the facts found, will be submitted to the parties by individual letter, one per case, within fifteen (15) business days after each hearing.

Non-binding opinion letters and findings of fact may be pre-

ented, together with any documentary evidence placed before the mediator/fact finder, at the arbitration of the grievance at issue, but in no other arbitration.

4. Step 4. Whenever disciplinary action has been imposed by the General Manager in the first instance or whenever the grievance procedure herein set forth fails to resolve the issues in dispute, the grievance shall be submitted to final and binding arbitration, in accordance with the provisions of this Section, upon the written request of the Union filed within sixty (60) calendar days after the receipt of the decision of the General Manager.
5. Any time limit herein set forth may be extended by mutual consent in writing. Absent such extension, the failure by any Party to observe the time limits set forth shall constitute agreement with the last stated position of the other Party and the grievance shall be deemed finally settled in accordance with that position.
6. If an employee is allowed to remain at work or is put back to work pending investigation of the case, such

action on the part of the Authority shall not be construed as prejudicing the position of the Authority in any future proceedings or as constituting a waiver on the part of the Authority of its right to ultimately impose discipline.

7. In the event that the Office of the Director of Labor Relations notifies an employee to be present at that office for an interview, the employee shall report as directed and, if the employee so desires, may be accompanied by a Union Official designated by the Union.
8. Impartial Umpire
 - a. In the event that any of the aforementioned disputes are submitted to arbitration under Subsection B., Paragraph 4., of this Section, such arbitration proceedings shall be conducted by an Impartial Umpire, under the conditions hereinafter set forth, any other provisions of these Articles of Agreement to the contrary notwithstanding.
 - b. Said Impartial Umpire shall be selected by mutual agreement of the Parties. Failing such mutual agreement, the Parties shall

make a request of the American Arbitration Association for a list of five (5) names, from which list each side shall alternately strike a name until one (1) name remains. Such person shall then become the Impartial Umpire, subject to acceptance. After acceptance, the Impartial Umpire shall serve for a period of one (1) year thereafter, and from year to year thereafter, unless either Party, at least sixty (60) days prior to the expiration of any year, gives notice, in writing, to the other Party and the said Impartial Umpire that it desires to terminate the services of said Impartial Umpire.

- c. There shall also be an Alternate Impartial Umpire, who shall be selected within thirty (30) days after the Impartial Umpire has accepted the appointment, by mutual agreement of the Parties hereto, and, failing such agreement, the Parties shall request the American Arbitration Association to submit a list of five (5) names, from which list each side shall alternately strike a name until one (1) name remains. Such

person shall then become the Alternate Impartial Umpire, subject to acceptance. Such person shall serve for one (1) year from the date of acceptance, and from year to year thereafter, unless either Party, at least sixty (60) days prior to the expiration of any year, gives notice, in writing, to the other Party and the said Alternate Impartial Umpire that it desires to terminate the services of said Alternate Impartial Umpire.

- d. If the Impartial Umpire, for any reason, is not able to conduct a hearing for a period of thirty (30) days from the date a dispute, subject to this Section, is submitted to arbitration, either Party may, by written request, indicate to the other party and the Alternate Impartial Umpire its desire to have said Alternate Impartial Umpire conduct the hearing of the said dispute.
- e. If the Impartial Umpire, because of disability or other reasons, is unable to complete the term, or at the termination thereof, the Alternate Impartial Umpire shall

become the Impartial Umpire and serve for one (1) year from the date on which said Alternate becomes the Impartial Umpire and from year to year thereafter, under the same conditions as are described above.

- f. In the event that an Alternate Impartial Umpire should become the Impartial Umpire, as herein above provided, the Parties shall proceed to the selection of a new Alternate Impartial Umpire by mutual agreement. Failing such mutual agreement within thirty (30) days from the date that such Alternate becomes the Impartial Umpire, then the Parties shall make a request of the American Arbitration Association for a list of five (5) names, from which list each side shall alternately strike a name until one (1) name remains. Such person shall then become the Alternate Impartial Umpire, subject to acceptance, and serve under the conditions set forth in this Section.
- g. The fees and expenses of the Impartial Umpire, stenographic

expenses, and any costs of facilities which may be required to conduct arbitration proceedings, shall be borne equally by the Parties hereto.

9. If any member of the bargaining unit is suspended or discharged from service and, following investigation, it is found that there is insufficient cause to warrant such action, he shall be reinstated and paid for such lost time as may be decided upon.

105 Leave of Absence

- A. The Officers of the Union shall be granted leave of absence on organization business when so requested, provided reasonable notice shall be given of a request for such leave of absence. Employees granted a leave of absence to participate in Union business shall, upon return to work for the Authority, be entitled to return to their former position in their former classification with full seniority and service accrual for all time absent. In the event the employee's former classification has been abolished, or the employee has been passed over for a promotion or transfer into another classification, the employee may exercise his or her seniority to bump into another classification for which he or she is qualified.

- B. The Authority may grant a leave of absence without pay for any reason it may deem proper.
- C. Any employee of the Authority taking other employment without notification to and approval by the Authority during a leave of absence shall be considered to have terminated employment with the Authority.
- D. Heads of Departments shall be required to report to the General Manager all employees who return from Military, Naval or Merchant Marine forces of the United States where there is any question of seniority status due to advancements during their absence, in order that such cases may be satisfactorily adjusted with Union representatives.

106 Uniforms and Work Clothes

- A. Uniforms:

The cost of one (1) uniform per year, consisting of regulation cap, tie, coat or Eisenhower jacket, trousers and four (4) shirts, shall be borne by the Authority. Lightweight trousers and shirts will be furnished for summer uniforms; heavier weight fabric will be used in winter uniforms.

In addition to the above uniform allotment, newly hired employees shall re-

ceive an additional issue of shirts and trousers in each of their first two (2) years of employment. In reaching the determination of whether "needed," consideration will be given to length of time necessary to provide a new uniform or part of a uniform.

B. Work Clothes:

1. The Authority shall furnish three (3) chino shirts and three (3) pairs of chino trousers each week to: 1) all mechanical and miscellaneous employees in shops and garages; 2) all other regular employees in PART V of the Agreement, entitled "MISCELLANEOUS EMPLOYEES," who require work clothes; 3) all Janitors on Surface Lines; and 4) all Vault Agents.
2. The Authority shall furnish Porters and Head Porters with three (3) pairs of chino trousers and three (3) chino shirts once each year; and the cost of one (1) uniform hat per year, if needed, for Porters and Head Porters shall be borne by the Authority.
3. The Authority shall furnish Yard Motorperson and Yard Guards in the Rapid Transit Service with three (3) pairs of chino pants and three (3) chino shirts per week, two (2) pairs of canvas gloves each year, and in-

clement weather gear (rubber suit, consisting of pants, jacket, hat and boots and heavy coat).

4. The Authority shall furnish rubber boots, which shall be kept at carhouses and garages, for cleaners washing cars and buses.
5. The Authority shall furnish inclement weather gear, work gloves and flashlights to Vault Agents at locations where they are needed.
6. The Authority shall furnish one (1) winter jacket for employees in the miscellaneous departments who are required to work outside. Replacement jackets shall be furnished every other year.
7. The collection and distribution of work clothes shall be subject to reasonable rules and regulations promulgated by the Authority.

C. Prescription Safety Glasses:

Employees in classifications required by working conditions to wear safety eyeglasses shall be furnished one (1) pair of such eyeglasses at the Authority's expense every two (2) years. In order to be reimbursed for covered expenses under this provision, the employee shall be required to submit proof of purchase (an original receipt). It is understood that the

Authority's expense is limited to eyeglasses only (i.e., excluding eye examinations) which are not otherwise available to the employee under a health insurance program sponsored by the Authority. To the extent that an employee's health plan covers any portion of the cost, the Authority's expense is limited to the difference between the cost of the glasses and that portion covered by the health plan. For purposes of this provision, full-time or part-time employees in the following classifications are eligible: Laborers, Trackmen, System Repairmen, Equipment Operators, Plumbers, Rail Repairmen, Car Shifters, Car Cleaners, and General Helpers.

D. Safety Boots and Shoes:

Employees in classifications required by working conditions to wear safety boots or safety shoes shall be reimbursed by the Authority for the purchase of such footwear for up to \$50.00 every two (2) years. In order to be reimbursed for covered expenses under this provision, the employee shall be required to submit proof of purchase (an original receipt). For purposes of this provision, full-time and part-time employees in the following classifications shall be eligible for reimbursement: Laborers, Trackmen, System Re-

pairmen, Equipment Operators, Plumbers, Maintenance Clerks, Rail Repairmen, Car Shifters, Car Cleaners, General Helpers, Stockmen, Truck drivers, Yard Motorpersons, and Garage, Carhouse, Accounting and Receiving Clerks.

107 Rating List

The Authority shall post a list in each department, rating station and sub-station giving the seniority rating of each employee in that department and rating station and the wage rates. The seniority rating list shall be corrected each time an employee is hired or leaves the service.

108 Employees Called to Claim Section or Court

All employees called to the Claim Section or Court on the Authority's business shall be paid their regular hourly rate. In all cases where employees are taken from the work to which they have been assigned, to go to the Claim Section or Court, they shall not receive less pay within the time of their original assignment or run than they would have received had they not been taken from it and, where employees who run Trains, Cars, Trackless Trolleys or Buses finishing after 1:00 a.m. are requested to go to the Claim Section or Court, they shall receive a day's pay.

109 Legal Services

Whenever a Union member is named as a

defendant in either a civil or a criminal action arising out of the performance of said member's duties and, while acting within the scope of employment, the Authority shall, at the written request of the Union member, furnish counsel to represent such member to a final determination of the action, without cost to the member, provided, however, that the Union member, during the pendency of such action, shall not have been discharged or otherwise have terminated employment with the Authority. In the event of such discharge or withdrawal from the Authority's employment, the Authority shall no longer be obligated to furnish the member legal services. The selection of counsel to represent the Union members shall be determined by the Authority, provided, however, the Union member shall have the right at any time to designate personal counsel, but solely at said member's own expense.

110 Free Transportation

- A. All employees of the Authority in the bargaining unit will be given free transportation on the lines of the Authority. Such transportation shall be provided such employees when wearing official cap and badge plainly exposed to view or upon presentation of pass issued by the Authority. A deposit of one dollar (\$1.00) will be required for the badge and a deposit of one dollar (\$1.00) will also be required for the pass. Employees to whom

badges or passes are furnished simply for the privilege of transportation will not be entitled to same until after a period of thirty (30) days' employment.

- B. Passes shall be provided for Pensioners in accordance with the provisions of this Section.

111 Employees Injured

In case of injury where, in the opinion of the Foreman or Official in charge, an employee should be sent to a hospital or other place for initial treatment, or subsequent treatments, such employee shall be paid for lost time consumed in going to and from and spent at the hospital for the first visit and for subsequent visits, provided the employee remains at work, reporting back as soon as possible after treatment, not later than the employee's next work day. When any portion of the employee's own time is consumed in going to and from and spent at a hospital or other place for initial treatment, or subsequent treatments, such employee shall be given an allowance of eight dollars (\$8.00).

112 Employee Late For Work or Unable To Get To Work Due To Unusual Circumstances

- A. If an employee arrives late, due, in the judgment of the Official in charge, to no fault on the employee's part but to an unusual occurrence connected with the Authority's service which prevented the

employee supposed to report for work from reporting on time and the employee started in ample time so that said employee would not have been late had there been no mishap, the employee shall not be deprived of actual pay or rating on reporting. An employee who has substituted for another who was late shall resume regular position and rating, being paid for what has been done, and will have no right to work that may have started while substituting for the employee who was late.

- B. An employee unable to get to work due to an unusual occurrence connected with the Authority's service will not be deprived of a scheduled day's pay, provided such employee, in the opinion of the Official in charge, made an earnest effort to report for work and, provided further, the employee resides in the area served by the Authority.

113 Vacations

- A. In each calendar year, employees covered by this Agreement (including part-time employees on a pro rata basis) shall be granted vacations as follows:

	<u>Those employees with service of at least</u>	<u>who, during the preceding calendar year, worked at least</u>	<u>shall be granted vacation pay at the flat rate of their classifications for</u>
1.	1 year	180 working days	1 week
2.	2 years	180 working days	2 weeks
	2 years	85 working days	1 week
3.	5 years	180 working days	3 weeks
	5 years	135 working days	2 weeks
	5 years	85 working days	1 week
4.	10 years	180 working days	4 weeks
	10 years	135 working days	3 weeks
	10 years	85 working days	2 weeks
	10 years	75 working days	1 week
5.	20 years	180 working days	5 weeks
	20 years	160 working days	4 weeks
	20 years	135 working days	3 weeks
	20 years	85 working days	2 weeks
	20 years	75 working days	1 week
6.	31 years	180 working days	6 weeks
	31 years	160 working days	5 weeks
	31 years	135 working days	4 weeks
	31 years	105 working days	3 weeks
	31 years	85 working days	2 weeks
	31 years	75 working days	1 week

Vacation pay for part-time employees shall be at the rate the employee is paid at the time the vacation is taken and for the number of hours the employee would have been scheduled to work during the period the employee is on vacation.

When a part-time employee becomes a full-time employee, full credit shall be given for part-time service, for the purpose of determining the amount of vacation entitlement, except that, for purposes of Vacation Benefits, credited Service shall commence no earlier than January 1, 1985.

- B. If an employee qualifies for a vacation, as provided herein, and dies before the vacation is taken, vacation allowance money shall be paid, in the discretion of the Authority, either to the estate, the surviving spouse, heirs-at-law or next of kin.
- C. Vacations shall be assigned, in the discretion of the Authority, at such time during the year as can, in its judgment, be best arranged without detriment to the service.

Each November all employees eligible for three (3) or more weeks' vacation during the following calendar year shall be allowed to select their vacations in advance by seniority. Employees who choose not to select vacations in advance will select vacations in the usual manner at each vacation "pick."

Vacations selected during the annual "pick" shall not be subject to change by the employee or by the selections of more senior employees at the times of subsequent picks. Vacations selected at the annual pick shall only be granted if the employee remains at the same pick location for that calendar year, except when an employee is transferred involuntarily from one location to another, in which case that employee will be allowed to keep the vacation period originally selected. Involuntary transfers shall not include transfers resulting from disqualifications.

- D. An employee who was injured while on duty and received Workers' Compensation for time lost on account of such injury shall not have time lost on account of such injury during one (1) year from the date of such injury count against the employee in determining eligibility for a vacation, provided the employee returns to work during the year next following the year of injury.

In the event an employee does not return to work during the year next following the year of injury but does return in the next subsequent year, such time lost in the year in which he returns shall not count against such employee in deter-

mining eligibility for a vacation, provided he returns before July 1 of said year.

Employees who have already earned vacation under this subsection and who then go out injured, receiving Workers' Compensation, are entitled to receive the vacation pay already accrued at the same time they receive Workers' Compensation unless the Industrial Accident Board permits a temporary discontinuance of benefits during the paid vacation time, subject to the provisions of Section 126.

- E. If an employee who qualifies for a vacation is, due to illness, unable to work for more than two (2) consecutive weeks and the Authority is satisfied that said employee will be able to return to work during the current calendar year, the employee may be allowed to take vacation during the period of illness.
- F. If a recognized "paid holiday," referred to in Section 117, comes within an employee's vacation period, the employee shall receive an extra day's pay.
- G. When an employee is entitled to an additional week's vacation during a year which includes the anniversary date of the employee's first, second, fifth, tenth, twentieth or thirty-first years of service, such employee will not be forced to pick the additional week's vacation prior to such

anniversary date. In those instances where the employee's anniversary date occurs so late in a calendar year that the employee cannot take the additional vacation week prior to the beginning of the last payroll week of that calendar year, such employee will, if necessary, take the additional vacation week in the last payroll week of that calendar year.

- H. The vacation pay for P.C.C. train Operators shall be at a rate to include the differential for P.C.C. train operation. For purposes of this provision, a P.C.C. train Operator is one who has worked at least fifty (50) days in the preceding calendar year as a P.C.C. train Operator, parts of days being considered full days.

The vacation pay for employees who have ratings in more than one classification in the Miscellaneous Departments shall be at the pay rate for the classification in which they worked the greater or greatest number of hours during the calendar month next preceding the month in which the employees' vacations begin.

The vacation pay for Spare Starters who work as Starters for at least six (6) consecutive weeks next preceding the beginning of the employees' vacations shall be at the Starters' rate.

All bargaining unit members otherwise qualified for vacation benefits shall receive them regardless of the classification in which employed.

- I. Non-miscellaneous employees who are eligible for four (4) weeks or more vacation and who have fifteen (15) years' service shall have the opportunity to select one (1) week of their vacation allotment in single day increments, subject to the following restrictions:
1. Single vacation days may be selected at the annual vacation selection, at the quarterly "picks," or with one (1) week prior notice to and approval by the appropriate supervisor.
 2. Single vacation days must be taken in full day increments; no fractional vacation days will be allowed.
 3. Vacation pay "advances" will not be available for single day vacation selections. Employees who select single days will be paid on the next regular pay day.
 4. Employees who have unused single vacation days remaining at the time of the last pick in a calendar year must select their remaining vacation days at that time. Employees who fail to select remaining single days during the last pick will be assigned

vacation days by their supervisor. No vacation days will be allowed to be carried over into the next calendar year.

Miscellaneous employees who are eligible for three (3) weeks or more vacation shall have the opportunity to select one (1) week of their vacation allotment in single day increments, subject to the above restrictions.

Further, it is expressly understood and agreed that the Authority shall retain the right to promulgate reasonable rules and procedures regarding single day vacation selections and the methods of covering work left vacant by such selection.

- J. Personnel in the following classifications: Motorpersons, Train Attendant, Collectors, Yard Motorpersons, Spare Inspectors and Operators who are eligible for three (3) or more weeks' vacation may be allowed the opportunity to sell back one (1) week (five (5) consecutive days) of vacation for the equivalent cash value. An eligible employee must elect the cashback option at the same time he/she regularly selects vacation for a given year. Any employee choosing to sell back vacation will receive the appropriate additional pay prior to the expiration of the

calendar year for which the option was elected. Each year, the Authority will announce, prior to the vacation pick, whether the buy-back option will be available for the upcoming year.

- K. Vacation time is allocated throughout the year in a manner which, in the sole discretion of the Authority, is not a detriment to the service. Once vacation time is allocated, available vacation weeks/days shall be picked on the basis of seniority within the classification, within the rating station, within the department. This rule applies to all classifications and departments with the exception of (a) Equipment Maintenance where for purposes of vacation selection, Reservoir, Riverside, Boston College and Mattapan rating stations are combined; and (b) In RTL where, for purposes of single day vacation selection, Motorperson and Train Attendant are considered one classification. (c) In RTL, for purposes of vacation selection, Part Time Motorperson, Part Time Yard Motorperson, and Part Time Train Attendant, shall be considered one classification.
- L. To be eligible to participate in the annual (November) vacation pick, employees must be on the active duty roster and physically qualified on the day it is the

individual's turn to pick. Employees ineligible to participate in the annual or quarterly pick must choose vacation from the remaining available allotment (as determined by the Authority) during subsequent picks.

- M. The Authority reserves the right to adjust unselected vacation weeks availability and to require employees to select vacation in reverse seniority order on a quarterly basis, during the pick cycle.
- N. In the event that earned vacation days remain unselected by November 15th of the vacation year, such unselected vacation will be assigned by the Authority. No vacation will be carried over into the next calendar year except as provided under Section 113 in workers' compensation cases.

114 Pension Plan

- A. The Pension Agreement between the Parties, relative to the Massachusetts Bay Transportation Authority Retirement Fund, which is found in a separate document is hereby incorporated and made a part of these Articles of Agreement.
- B. Nothing herein shall preclude the Authority from extending membership in the Retirement Fund to the entire personnel of the Authority.

115 Health, Accident and Life Insurance Plan

There shall be an integrated Health, Accident and Life Insurance Plan with the following component parts and with the indicated distribution of premium costs:

A. Group Life Insurance:

1. A life insurance policy of nine thousand dollars (\$9,000), with permanent total disability benefit provision, subject to the conditions and provisions of said policy, shall be provided for all full-time employees of the Authority with one (1) or more years of service and covered by this Agreement, the full premium cost of which shall be paid for by the Authority. Effective January 1, 1999, the coverage under this provision shall be eliminated, provided that beneficiaries receiving disability benefits on this date shall continue to receive such benefits for the duration of the established benefit period.
2. The Authority shall pay the full premium cost for an additional six thousand dollars (\$6,000) of life insurance (\$25,000 effective January 1, 1999), excluding any permanent total disability benefit provisions, subject to the standard conditions and provisions of such policy for all active full-

time employees in the bargaining unit with one (1) or more years of service.

3. The Authority shall be relieved of the obligation to pay premiums on any policy of an employee where such employee has been off the payroll and absent from service for a period of twelve (12) months.
4. Upon retirement, an employee's life insurance policy shall be reduced to two thousand dollars (\$2,000), (\$5,000 effective January 1, 1999), the full premium cost of which shall be paid for by the Authority. The Authority may self-insure this policy at its option.
5. The Authority shall pay the full premium cost for six thousand dollars (\$6,000) of life insurance for all part-time employees scheduled to work twenty-four (24) hours per week or more and who have one (1) or more years of service.
6. In addition to the Authority-paid life insurance provided herein, the employee shall be permitted to purchase supplemental life insurance coverage at their own expense through payroll deductions. The supplemental plan shall be strictly voluntary and provided through an adminis-

trator and underwriter selected by the Union.

B. Group Sickness. Accident. Accidental Death and Dismemberment Insurance:

Group sickness, accident, accidental death and dismemberment benefits shall be provided under a standard form of insurance policy, subject to the conditions and provisions of said policy, for full-time employees of the Authority covered by this Agreement, the full premium cost of which shall be paid for by the Authority. The benefits shall be as follows:

1. Sickness and Accident Benefits:

A weekly benefit of one hundred dollars (\$100) for twenty-six (26) weeks for sickness or accident. Accident benefits are payable on the first day and sickness benefits on the eighth day. Effective January 1, 1999, this section shall be eliminated, provided that beneficiaries receiving disability benefits on January 1, 1999, shall continue to receive such benefits for the duration of the 26 week benefit period.

2. Accidental Death and Dismemberment Benefits:

a. Basic

For loss of life, both hands, both

feet, both eyes, one hand and one foot, one eye and one hand or one foot — two thousand five hundred dollars (\$2,500).

For loss of one hand, one foot, or one eye — one thousand two hundred fifty dollars (\$1,250).

The foregoing benefits are payable only for losses resulting from non-occupational accidental injury and for sickness with respect to which the insured employee is not entitled to any benefits under Workers' Compensation Law, all as provided in said policy.

b. Job-Connected Incidents

The Authority will provide and pay the full premium cost on fifty thousand dollars (\$50,000) special coverage for all Death or Dismemberment resulting from any job-connected incident for all full-time employees in classifications covered by this Agreement.

C. Health Insurance:

All active employees hired prior to January 1, 1999, and all retired employees and their dependents under age 65, shall be eligible to participate

in the Blue Cross Blue Shield Master Health Plan, for family or individual coverage up to the effective date of the Blue Elect Preferred Plan established herein.

Effective February 1, 2001, the Blue Cross Blue Shield Master Health Plus Plan shall be replaced with the Blue Elect Preferred Plan PPO. The Blue Elect Preferred Plan shall incorporate the coverages, payment structure, and other design features established under the specific Benefits Grid adopted by the Local 589, and the Authority. All active employees and their dependents (including employees hired on or after January 1, 1999) and retired employees and their dependents under age 65, shall be eligible to participate in the Blue Elect Preferred Plan. Retired employees and dependents age 65 or older shall continue to be eligible to participate in the Blue Cross Blue Shield Medex Plan, and other senior medical HMO plans.

The subscription cost of the Blue Cross and Blue Shield Master Health Plus Plan replaced by PPO after February 1, 2001 or any of the other health insurance plans offered in its stead,

shall be divided between the Authority and the covered employees as determined by the state legislature under M.G.L. c. 161A, Section 19J. As of January 15, 1994, the law required that the Authority pay 85% of the required contribution for health care coverage for active full-time and part-time employees. The required contribution for retiree individual and family coverage shall be fully borne by the Authority.

Each active and retired full-time and eligible part-time employee shall have the option, at the appropriate time each year, of becoming a member in one of the mutually agreed upon health maintenance organizations offered by the Authority.

In the event an employee covered under this program dies while he is an active employee, or after retirement, coverage under this program shall be continued for the surviving spouse of such employee, and for the surviving dependent children of such employee (so long as they would have been covered as dependents had the employee survived) for a period of three (3) years following the employee's death. In the event of the

remarriage of the spouse within the three (3) years of the death of the employee, the coverage will be terminated.

D. Dental Benefits:

Dental insurance consisting of full Type I and Type II and, effective January 1, 1999, Type III coverage as currently constituted and provided by Dental Services of Massachusetts Dental Protection Plan shall be provided. Such program shall include a \$500.00 per person yearly maximum (\$1,000 effective January 1, 1999) and shall have no deductible. Type I and II shall have no coinsurance feature, Type III shall carry 50/50 coinsurance. In addition, an orthodontic endorsement shall be provided with 80 percent reimbursement of usual and customary fees up to a \$1,000 per person lifetime maximum. The premium cost or monthly working rate costs, including the orthodontics endorsement, for single or family coverage for active full-time employees shall be paid 57% by the Authority and 43% paid by the employee.

E. Student Coverage:

The definition of "family coverage" for purposes of determining eligibil-

ity for health insurance benefits provided under Section 115 shall include dependent children through age twenty-two (22) or older if prescribed by a medical plan, who are enrolled as full-time students.

F. Nonparticipation Payment:

Employees who are covered by a health insurance program sponsored by their spouse's employer may voluntarily elect not to participate in the Authority-sponsored health insurance program and shall receive seven hundred fifty dollars (\$750) per year from the Authority for such non-participation, subject to existing controls and documentation requirements.

G. Billing Errors:

Employees participating in the Authority-sponsored health insurance program who report billing errors or overcharges to the Authority shall be entitled to receive twenty-five percent (25%) of any refund collected by the Authority.

H. Pretax Deductions:

Unless the employee makes a written request to the contrary, an employee's contributions for health and dental insurance premiums will

be deducted from his/her weekly wages prior to deduction of state, federal and FICA taxes.

116 Paid Sick Leave, Bereavement Leave, and Time Lost Due To Aggravated Assault

A. Sick Leave:

1. All full-time employees (and part-time employees scheduled to work twenty-four (24) hours per week or more) who have at least one (1) year of service shall receive twelve (12) working days of sick leave with pay, plus one (1) additional day for each month of service thereafter, cumulative from year to year without limitation, the first working day of each illness to be excluded, except as hereinafter provided:
 - a. If an employee is hospitalized on the first excluded working day, the employee shall be paid for that day. This provision with reference to hospitalization shall not apply to employees who may be hospitalized for the excessive and habitual use of alcohol or narcotics.
 - b. The provision with reference to nonpayment for the first excluded working day shall not

apply in the event of the employee suffering accidental injury, accidental injury being defined as an injury for which compensation is paid under the terms of the Health and Accident Policy in force or Workers' Compensation, or surgical procedures for which employees are admitted and released in the same day, subject to the following conditions:

- (1) The employee has a note from a treating physician that he/she was required to have surgery;
 - (2) The surgery was performed in a hospital outpatient or emergency room or comparable facility;
 - (3) The surgery is that which traditionally would have required hospitalization, as noted specifically by the physician;
 - (4) The employee is entitled to and has accumulated sick leave.
- c. The one (1) day waiting period shall be waived for up to two (2) occasions per year per employee

for all employees who have attained five (5) years of service or more. The "year" referred to in this provision begins on each July 1st and ends on the following June 30th.

2. Fractional days of sick leave are to be paid and charged to supplement any disability benefit under the Group Health and Accident Insurance or under Workers' Compensation to the extent required to make up a regular day's pay for the compensable working days involved. Such fractional day of sick leave as may be involved in one period of disability shall be taken to the nearest quarter day for the purpose of charging the "Sick Leave Bank" of the employee.
3. Any employee applying for sick leave shall furnish a certificate from the attending physician stating the nature of and the date of the beginning of the disability if a sick certificate is requested by the Authority. Upon request of the Authority, an employee claiming sick leave pay under this Section shall submit to examination by a physician designated by the Authority.
4. A full-time employee who is absent

on paid sick leave shall receive daily sick leave pay based on eight (8) hours at the straight-time rate. For part-time employees, daily sick leave pay shall be equal to the pay of the employee's regular day's assignment.

5. Employees will accrue paid sick leave only in a year in which they work at least one (1) full day.

B. Bereavement Leave:

1. For all full-time employees and part-time employees scheduled to work twenty-four (24) hours or more per week, up to three (3) days' leave, with pay, shall be allowed for a death in the immediate family. As used herein, "immediate family" is limited to mother, father, step-parents, sister, brother, husband, wife, son, daughter, step-children, mother- or father-in-law, employee's grandparents, and dependent relatives living in the employee's home.
2. A full-time employee absent on bereavement leave shall receive daily pay based on eight (8) hours at the straight-time rate. A part-time employee shall receive pay equal to the employee's regular day's assignment.

C. Aggravated Assault:

An employee absent from duty

as a result of injury on the job resulting from an "aggravated assault" shall be paid an amount to supplement the disability benefit under Workers' Compensation to the extent required to make up a regular day's pay for the compensable working days involved.

D. Paid Personal Leave:

All full-time employees (and part-time employees scheduled to work twenty-four (24) hours or more per week) with at least two (2) years of service and having at least fifty percent (50%) of their sick leave bank unused on January first of any year will be entitled to one (1) day of paid leave in that calendar year. This day of absence shall be charged to the individual's sick leave bank. At least one (1) week's notice of absence must be given, except in an emergency situation as determined by the employee's supervisor. Personal leave shall be computed on the same basis as sick leave.

117 Holidays

- A. The following holidays shall be recognized as "paid holidays" for all full-time employees, and part-time employees scheduled to work twenty-four (24) hours or more per week:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Bunker Hill Day	Christmas Day

The following holidays shall be recognized as "paid holidays" for part-time employees scheduled to work less than twenty-four (24) hours per week:

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

- B. 1. An employee who is off on a "paid holiday" shall receive holiday pay allowance of eight (8) hours at straight time rate (for part-time employees the holiday pay allowance shall be equal to the pay of the employee's regular day's assignment), provided the employee has worked at least one (1) day in the payroll week in which the holiday occurs and provided, further, that the employee shall not have been absent, without good cause or excuse, from scheduled duties the day preceding and the day following

such holiday. The initial determination whether such absence was without good cause or excuse shall be made by the employee's supervisor.

2. An employee who works on a "paid holiday" shall be paid for scheduled work at straight time rate and shall also receive the holiday pay allowance of eight (8) hours at straight time rate (for part-time employees the holiday pay allowance shall be equal to the pay of the employee's regular day's assignment), provided the employee shall not have been absent, without good cause or excuse, from scheduled duties the day preceding and the day following such holiday.
3. Overtime pay for work in excess of the hours which constitute the regular day's work on a "paid holiday" shall be time and one-half of the straight time rate.
4. An employee who reports for work but performs less than a scheduled day's work on a "paid holiday" in the employee's scheduled work week, due to sickness or other acceptable reasons, shall be paid at straight time rate for work performed and shall be given holiday pay al-

lowance for the same number of hours as worked.

5. An employee who reports for work but performs less than a scheduled day's work on a "paid holiday" which comes outside of the employee's scheduled work week shall be paid at straight time rate for work performed in addition to the holiday pay allowance of eight (8) hours at straight time rate.
 6. An employee, scheduled to work on a "paid holiday" in a scheduled work week who is absent and performs no work, shall receive no holiday pay allowance.
- C. The Authority shall determine staffing requirements on the contractual holidays. Once determined, employees shall select available days off on the basis of seniority within the classification, within the rating station, within the department. This rule applies to all classifications and departments with the exception of Equipment Maintenance where for purposes of holiday selection, Reservoir, Riverside, Boston College and Mattapan rating stations are combined.

118 Pay for Physical Examinations

An employee covered by this Agreement shall

be given an allowance of eight dollars (\$8.00) if required by the Authority to visit a doctor on any portion of the employee's own time.

Further, employees shall be compensated at the applicable rate of pay (overtime or straight-time) for all time lost in taking drug tests which produce a negative result.

119 Pay Day

Pay day will be Wednesday of each week except that, in a week when a holiday falls on Monday, the pay day will be Thursday. During the week of Thanksgiving, pay day will be on Tuesday.

120 Jury Duty

An employee covered by this Agreement who is required to perform jury duty during the employee's regular work day will be granted leave of absence with pay. Such pay shall be the same as if the employee had worked in accordance with the employee's regular schedule for such day, less the amount received for jury duty on such day. An employee who is required to perform jury duty shall be considered as having Saturday and Sunday as his assigned days off during the period while he is performing jury duty.

121 No Discrimination

There shall be no discrimination because of the race, color, religious creed, national origin, sex,

age or ancestry of any individual. The Parties further agree to abide by the Authority's Affirmative Action and Equal Opportunity Plans to the extent that such plans are not inconsistent, or in conflict, with the Agreement.

122 Masculine-Feminine

Whenever herein the masculine is used, the feminine is included.

123 Part-Time Employees

The Authority may hire part-time employees subject to the provisions set forth below:

- A. Part-time operators will be guaranteed two (2) hours' pay for each scheduled work day but shall not otherwise be eligible for time or pay guarantees or for penalty pay provisions.
- B. Part-time employees shall be paid at the same rate as full-time employees, subject to the new hire progression.
- C. Part-time employees shall be covered under those Sections of the Agreement which deal with the probationary period, Union membership, Union representation, grievance procedure and arbitration.
- D. Part-time employees shall receive the standard uniform or work clothes allowance (Section 106), free transportation (Section 110) and written accident report allowance (Section 212), under the same condi-

tions as full-time employees. In addition, part-time employees shall receive vacations, holidays, pension, sick leave, bereavement leave, personal leave, life insurance, and health insurance benefits subject to the terms and provisions set forth elsewhere in this Agreement. Except as specified herein, part-time employees will not be eligible for other paid leave or fringe benefits applicable to full-time employees.

- E. Part-time employees will not accrue full-time employee seniority while so employed. A part-time employee who applies and is accepted for employment as a full-time employee shall for all purposes accrue seniority only from the date of hire as a full-time employee.
- F. The regular work week for part-time employees in all classifications shall consist of up to a maximum of six (6) hours per day, inclusive of any report pay or clean-up time received by full-time employees in the related classification, up to a maximum of thirty (30) hours per week, provided however that part-time operators may work to eight (8) hours per day and 40 hours per week, while under the instruction and in the presence of an instructor or operator performing instructors' duties. It is understood that this pro-

vision shall not prejudice either party's position regarding the enforceability of the thirty (30) hours per week limitation or the negotiability of part-time employee hours.

124 Joint Labor Management Committee

There shall be a Joint Labor/Management Committee consisting of three (3) members appointed by the General Manager and three (3) members appointed by the President/Business Agent of the Union. Committee participants may vary depending on the issues to be discussed. The Committee shall meet on a regular basis to discuss issues of concern. In addition to the regular meetings a meeting shall be held within fourteen (14) days after the request for a meeting has been made.

125 Reclassification

In the event the Authority, pursuant to its interpretation of its statutory management rights, intends to reclassify a position covered by the Agreement or add a new classification to the bargaining unit, it shall give the Union at least two (2) weeks' notice prior to implementation of the changes contemplated and an opportunity to negotiate the appropriate wage rate(s) for the classification(s) involved. In the event that the Parties are unable to agree, the issue of the appropriate wage rate shall be submitted to arbitration before the Impartial Umpire selected in accordance with Section 104.

In the event the Union seeks arbitration of the appropriate wage rate for a reclassified position or a newly-created classification, it must submit all non c. 581 matters pending at the time of submission.

126 Workers' Compensation Supplement Cap

While on workers' compensation, an employee is prohibited from drawing additional pay from other MBTA accounts to supplement his/her workers' compensation benefits, to the extent that the addition of such pay would result in the employee earning in excess of the employee's average weekly wage.

For the purpose of this section, other MBTA accounts shall include the employee's sick bank and/or aggravated assault benefits, if applicable. If an employee is on workers' compensation during a scheduled vacation, the employee may also collect that part of the employee's vacation pay which is needed to make up the difference between his/her workers' compensation benefits and average weekly earnings. An employee will be reimbursed for any unused portion of vacation after the employee returns to work.

This supplement cap provision shall not apply to part-time employees who suffer a compensable injury within six (6) months of obtaining full-time status.

127 Seniority Application

Nothing contained in this Agreement herein shall be construed as limiting, or otherwise impairing, the Authority's rights pursuant to M.G.L. c. 161A, Section 19, as amended, to determine levels of service, to determine levels of staffing, to hire part time employees, and to establish job qualifications, standards and training requirements for all classifications.

Notwithstanding any provisions herein to the contrary, permanent vacancies in the following positions shall be advertised throughout the Authority: Vault Agent, Spare Dispatcher (Bus Operations and Green Line), Schedule Maker, Information Clerk, Travelers' Assistant Clerk, Spare Inspector, Spare Chief Inspector, Train Clerk, Rail Repairer, Car Shifter, Car House Clerk, Car Cleaner, General Helper, Account Clerk, Receiving Clerk, Truck Driver, Plumber, Equipment Operator, Clerk, System Repairperson, Revenue Technician, Revenue Collection Agent, Revenue Counting Agent, Trackperson and Towerperson. Job notice shall include description of the job, minimum qualifications, location and bid closing time.

The Authority shall retain complete discretion without regard to seniority to qualify, rank and appoint individuals to the following positions: Spare Chief Inspector, Spare Dispatcher, Schedule Maker, Spare Inspector, Dispatcher, Revenue Technician, Towerperson, Rail Repairer.

In the following positions where the minimum qualifications established by the Authority are met, seniority will govern the appointment of individuals: Car House Clerk, Shifter, Car Cleaner, General Helper, Account Clerk, Receiving Clerk, Truck Driver, Plumber, Equipment Operator, Clerk, System Repairperson, Roving Stockperson, Revenue Collection Agent, Revenue Accounting Agent, Trackperson, Vault Agent.

128 Seniority Units

The sole purpose of this Section is to define the employee groups within which seniority is to be exercised. Nothing contained in this section shall be construed as requiring the use or application of seniority in any manner. Seniority units (employee groups) for the purpose of measuring and applying seniority shall be defined as follows:

Seniority Units

Department

Rating Station Classification

Bus Operations

Cabot/Albany	Spare Inspector/Spare Chief Inspector Operator Operator - PT
Bennet/North Cambridge	Spare Inspector/Spare Chief Inspector Operator Operator - PT

Quincy	Spare Inspector/Spare Chief Inspector Operator Operator - PT
Lynn	Spare Inspector/Spare Chief Inspector Operator Operator - PT
Charlestown/ Salem	Spare Inspector/ Spare Chief Inspector Operator Operator - PT
Arborway	Spare Inspector/Spare Chief Inspector Operator Operator - PT
Surface Dept.	Vault Agent (Surface & Green Line) Vault Agent - PT (Surface & GL)
Surface Dept.	Surface Lines Dispatchers (Bus)
Light Rail	
Reservoir	Dispatcher - Green Line Spare Inspector/Spare Chief Inspector Streetcar Motorperson Streetcar Motorperson - PT Shifter - PT

Rapid Transit Lines

Red Line Spare Inspector/Spare
Chief Inspector
Yard Motorperson
Motorperson
Train Attendant
Train Clerk
Collector/Gateperson
Yard Motorperson - PT
Motorperson - PT
Train Attendant - PT
Collector/Gateperson - PT

Orange Line Spare Inspector/Spare
Chief Inspector
Yard Motorperson
Motorperson
Train Attendant
Train Clerk
Collector/Gateperson
Yard Motorperson - PT
Motorperson - PT
Train Attendant - PT
Collector/Gateperson - PT

Blue Line Spare Inspector/Spare
Chief Inspector
Yard Motorperson
Motorperson
Train Attendant
Train Clerk
Collector/Gateperson
Yard Motorperson - PT

Motorperson - PT
Train Attendant - PT
Collector/Gateperson - PT

Transportation Dept.
Department-Wide Schedule Makers

Transportation Dept.
Department-Wide Information Clerk

Transportation Dept.
Department-Wide Traffic Checkers

Transportation Dept.
Department-Wide Travelers= Assist. Clerk
Travelers= Assist. Clerk - PT

Equipment Maint.

LR - Reservoir Carhouse Repairer
Car Shifter
Carhouse Clerk
Car Cleaner

LR - Riverside Carhouse Repairer
Car Shifter
Carhouse Clerk
Car Cleaner

LR - Boston Carhouse Repairer
College Car Shifter
Carhouse Clerk
Car Cleaner

LR - Mattapan Carhouse Repairer
Car Shifter
Car Cleaner

LR - North Cambridge	Carhouse Repairer Car Shifter Clerk Car Cleaner
HR - Red	Carhouse Repairer Carhouse Clerk Car Cleaner
HR - Orange	Carhouse Repairer Carhouse Clerk Car Cleaner
HR - Blue	Carhouse Repairer Carhouse Clerk Car Cleaner
Everett Shop	General Helper Acct. Clerk Truck/Tractor Driver
Materials	General Helper Receiving Clerk Roving Stockperson
System-wide Maintenance and Improvements (SMI)	
Red Line	System Repairperson Trackperson Laborer
Orange Line	System Repairperson Trackperson Laborer
Green Line	System Repairperson Trackperson Laborer

Surface Line	System Repairperson Trackperson Laborer
Blue	System Repairperson Trackperson Laborer
Charlestown	Trackperson Laborer
Construction	Trackperson Laborer
Tamping	Trackperson Laborer
Production	Trackperson Laborer
System-wide Maintenance and Improvements (SMI)	Plumber Equipment Operator Clerk System Repairperson /Keyroom Permanent positions assigned to Subway Operations Watchperson
Revenue (Money Room)	
Revenue	Revenue Tech Revenue Collection Agent Revenue Counting Agent
Towerperson	
Towerperson	Towerperson

129 Lay off and Recall

In the event the Authority determines to reduce the work force, the layoff and recall of employees in all classifications shall be governed by the following rules and procedures:

- A. Layoff shall be in reverse seniority order, (recall in strict seniority order), within the affected classification within the department. i.e. within the classification subject to layoff, across rating stations.
- B. Employees subject to layoff shall be permitted to bump junior employees in any other classification within the department, or in any other department where they hold a rating established in accordance with Article II herein above, provided they meet the minimum qualifications for the position as established by the Authority.
- C. An employee subject to layoff or recall shall be given 7 day written notice.
- D. A laid off employee shall be entitled to recall for a 2 year period following date of layoff. An employee called back to fill a temporary or part time position, or a position in a classification other than the one last held, may pass up such work in favor of a junior employee and maintain his position on the recall list. An employee who fails to report to a position in the classification last held will forfeit all rights

to further recall.

- E. Recalled employees in order to be eligible for re employment must continue to meet the minimum job qualifications established by the Authority, and must be in possession of a paid up withdrawal card issued by the Union.
- F. After the procedures for filling vacancies established elsewhere in this Agreement are exhausted, and before employees are hired from the street, an employee on layoff shall be given the opportunity, in seniority order, to fill a permanent vacancy in any classification within the bargaining unit provided he/she meets the minimum qualifications established by the Authority for such classification.

130 Transfers

In the event the Authority determines to reallocate the work force, the transfer of employees shall be governed by the following rules:

- A. An employee shall not be transferred or removed from any position to make place for another, against the incumbent's wishes except for lack of work, failure to qualify, or unsatisfactory service, subject to the "sufficient cause" standard established elsewhere in this agreement.
- B. When employees are transferred from one rating station to another due to lack of

work they will be taken from the rating station having the excess number of employees in reverse seniority order, and transferred to the location where employees are needed as determined by the Authority. Notwithstanding any provision herein to the contrary, before any new employees are hired or employees with less seniority are involuntarily transferred, employees transferred due to lack of work will return to their original rating station.

- C. It is understood that in the Equipment Maintenance and SMI Departments, the provisions regulating the advertising and filling of vacancies shall be exhausted before transfers are forced under these provisions.

131 Work Day for Full Time Non-Miscellaneous Classifications

For all non miscellaneous classifications other than Operators, Streetcar Motorpersons, Motorpersons and Train Attendants the regularly scheduled full-time workday shall consist 7 hours and 45 minutes, plus 15 minutes for turn-in and/or wash-up time for which the employee shall be paid 8 hours.

PART TWO—BUS OPERATIONS AND REVENUE DEPARTMENT

200 Interviews of Employees

There shall be no unnecessary delay when employees are called to the Superintendent's Office and, when so called on their own time and exonerated, they shall be paid for their time.

201 Probationary Period

Operators in Bus Operations shall serve a probationary period of one hundred twenty (120) days actually worked from the date on which they complete training and are turned in.

202 Single Cover List

- A. If cover employees are held or are required to work more than seven (7) hours and fifty (50) minutes, they shall be paid at the overtime rate for time held or required to work in excess of seven (7) hours and fifty (50) minutes.
- B. Work, consisting of parts of days, extra work, miscellaneous work, etc. (less than a full day's work as shown on timetables), shall be paid for at regular hourly rates, computations of time to pay to the next five (5) minute period.

203 Six-Hour Safety Rule

- A. Operators shall be permitted to select only such schedule runs, additional runs, re-

lief positions and cover positions as will allow them at least six (6) clock hours off the property between the scheduled finishing time of one (1) day's work and the scheduled starting time of the next day's work to the extent that such runs, relief and cover positions are available for selection.

- B. The junior rated employees on the relief list at the station must complete the selection notwithstanding the six (6) hour rule. However, any Operator obliged to make a selection which does not allow six (6) hours between the scheduled finishing time of one (1) day's work and the scheduled starting time of the next day's work shall receive the full pay allowance of the run upon reporting for work immediately after the expiration of the six (6) hours and completing the run.
- C. An employee who has six (6) hours off after a regular day's work and then performs overtime prior to the start of the next day's work shall not be required to take a six (6) hour safety break.

204 Call-back Positions

Employees who have selected call-back positions on the holiday cover list shall, when called for work on holidays, receive not less than eight (8) hours' pay, provided they remain on duty the required time.

205 Disqualified Surface Line Operators

- A. An employee who, as a result of age or disability, is unfit to operate a Car, Bus or Trackless Trolley shall not be permitted to do so.
- B. An employee disqualified to operate a car shall have road rating for Conductor's work subject to the following terms:
 - 1. A Surface Lines employee, who becomes physically disqualified to operate, and has twenty (20) years or more of service in Surface Lines at the time of disqualification, and is physically qualified to do Conductors' work, may be permitted to pick Conductors' work, with rating, at the time of the next selection of runs at the location(s) where Conductors' work is available. If the physical disqualification should take place during a rating, said Surface Lines employee may be allowed to work "out of the window" until the next selection takes place, provided the employee rates the work.
 - 2. A physically-disqualified Surface Lines employee shall select Conductors' work in accordance with seniority rating at the location where said Conductors' work exists.
 - 3. A physically-disqualified Surface

Lines employee, who selects other work for which he is physically qualified, shall forfeit his right to select Conductors' work in the future.

- C. 1.1 Spares, who are either volunteers or draftees, shall receive, for janitorial work, either the rate of pay they were receiving at the time that they were temporarily assigned to janitorial work or the Janitor's rate, whichever is the higher.
- 2. Janitors who have been drafted for spare work and whose vacations occur while working in a janitorial Classification shall receive, during such vacation periods, either the rate of pay they were receiving in their former Classification prior to being assigned to janitorial work or the Janitor's rate, whichever is the higher.
- D. Operators who have been disqualified from operation in passenger service and are performing work as Car Cleaners or Car Shifters shall be required to operate Streetcars when necessary to do so in the course of the performance of their work as Car Cleaners or Car Shifters.
- E. 1. The MBTA may, at its discretion, from time to time, transfer disabled Surface Operators who do not have sufficient seniority for conductor's work

or are not otherwise qualified to operate Conductor's cars, to other MBTA classifications.

- 2. Such disqualified operators shall continue to be paid the hourly rate they were earning at the time of the transfer, as are paid to all operators. That hourly rate shall continue until the basic hourly rate of the position to which the disqualified operator is transferred is equal to the rate they were earning at the time of the transfer. Thereafter, they will receive the hourly rate and such increases as are granted to employees in the classification to which they are transferred.
- 3. For such uses as are permitted by contract, a disqualified operator's seniority as a Collector shall include all of their service as an Operator, but their seniority in any other position to which they may be transferred, shall begin as of the date of the transfer. Disqualified Operators who voluntarily take permanent positions in other classifications will acquire a rating date in such other positions as of the date of the transfer. If compelled to work in another classification, an operator who becomes qualified again as an operator and is placed

as an operator will have full operator's seniority upon their return.

206 Loaning of Employees

Loaning of employees from one division to another for a day or less shall not be considered a transfer and such employees will be allowed one (1) hour traveling time, both going to and coming from that division. In case employees are loaned from one rating station to another in the same division, they shall be allowed at least one-half (1/2) hour traveling time, both going to and coming from that station. Employees loaned from one division or rating station to another shall be paid for all time held or worked.

207 Snow Work

- A. Bus and Trackless Trolley employees desiring snow or sleet work shall so signify their desire by signing a list for such work between September 1st and October 1st.
- B. In all cases where employees are taken from work to which they have been assigned to do snow or sleet work, they shall not receive any less pay within the time of their original assignment than they would have received had they not been taken from it and, in no case, shall an employee be taken from a scheduled run to do snow or sleet work and be paid a lesser rate per hour than would have been

received had the employee not been taken from the run.

- C. Employees called upon for snow work when they are off duty shall, in no case, receive less than three (3) hours' pay at the maximum snow rate. When employees are called from their homes, they shall be paid from the time they are ordered to report, provided they report within a reasonable time.
- D. In no case shall employees doing snow work be required to work more than five (5) consecutive hours without time off for meals and, if such time is not sufficient for them to go to their regular place for meals, they will be provided with meals or reimbursed by an allowance of three dollars and fifty cents (\$3.50).
- E. All snow work performed during an employee's scheduled hours of work shall be paid for at the snow rate (base rate plus 50 cents per hour). All snow work performed outside an employee's regularly scheduled hours of work shall be paid for at the rate of time and one-half of the regular rate of his/her classification.

208 Emergencies

In all cases of storms or emergencies, any Bus or Trackless Trolley employee is subject to call for such work by the Authority.

209 Employees Under Instruction

All employees who have passed the probationary period shall, when learning different equipment or routes other than those routes on which they have been broken in, be paid at their regular rate while doing so. This also applies to employees who return to work after being laid off. Employees required to go to the Instruction School on their own time shall be paid running time to and from their rating stations at flat rate.

210 Dead Heading

- A. Present travel time allowances are in accordance with the Letter of Agreement dated November 12, 1957, and supplements thereto, which travel time allowances may be adjusted from time to time by mutual agreement between the Authority and the Union.
- B. Cover employees assigned to work from the Lobby, when such work finishes at a point other than this starting point, will be paid traveling time from where the work finishes back to the starting point, if required to report back.
- C. Cover employees assigned to work which finishes at a point other than their home carhouse or garage shall be paid traveling time from the finishing point back to their home carhouse or garage, if required to report back.

- D. Operators who operate their runs in their entirety as shown on timetables shall receive an allowance of twenty (20) minutes for swinging-on at the second portion of their runs at other than the starting point of their runs.

211 Service Car Motorpersons

Employees filling Motorpersons vacancies are to rate from the date of filling the vacancies in that department and are to retain their passenger service ratings.

212 Written Accident Reports and Statements

Full-time and Part-time Operators making out written accident reports or statements on their own time shall be paid for the time required by the Authority in making out such reports, not to exceed three dollars (\$3.00) for each report.

213 Outside Time -Schedule Runs and Additional Runs

- A. Employees having schedule or additional runs with outside time exceeding ten (10) hours shall receive additional compensation at the rate of fifty percent (50%) of their regular hourly rate for the first excess hour or fraction thereof and at the rate of one hundred percent (100%) for all outside time exceeding eleven (11) hours, computation of time to be made in exact minutes.

- B. Employees having schedule runs or additional runs on Sunday with outside time exceeding nine (9) hours shall receive additional compensation at the rate of fifty percent (50%) of their regular hourly rate for the first excess hour or fraction thereof and at the rate of one hundred percent (100%) for all outside time exceeding ten (10) hours, computation of time to be made in exact minutes.
- C. No additional compensation shall be paid for excess of actual outside time beyond that shown on the schedule or additional runs.

214 Overtime

- A. Except as otherwise provided in this Agreement, overtime pay for work performed in addition to the employee's regular or assigned day's work shall be time and one-half of the employee's straight time rate.
- B. Employees who perform eight (8) or more consecutive hours' snow work and who perform any car or miscellaneous work, preceding or following the eight (8) or more consecutive hours' snow work, on the same payroll day on which the snow work ends, shall be paid at their overtime rate for such part of the car or miscellaneous work as is performed on that payroll day, but not for car or miscellaneous

work performed prior to the start of snow work on the payroll day preceding the payroll day on which the snow work ends, the understanding being that 6 a.m. shall be the starting and finishing time for a payroll day for snow work.

- C. Any employee doing snow work or performing any overtime work who finishes the assignment or is relieved at 2:00 a.m., or later, shall be provided with transportation home or be paid the snow rate or overtime rate, as the case may be, up to the first car or train in the morning.
- D. An employee who works on the second of his two (2) days off in the same work week, having already worked on the first day off in that work week, shall be paid for such work on his second day off at not less than twice the applicable rate of pay.

215 Time Delayed

- A. In case a Bus or Trackless Trolley is late and claim is made for time delayed, the excess up to ten (10) minutes shall be paid for at straight time. Where the delayed time exceeds the regularly scheduled time by more than ten (10) minutes, remaining delayed time is to be paid for at time and one-half in exact minutes.
- B. In runs beyond the regularly scheduled day, all delayed time shall be paid for at time and one-half in exact minutes.

- C. When a delay has occurred which prevents an employee from starting the last trip of the run on time or causes the employee to lose the last trip, such employee shall either run a trip on the line or perform such other work as may be assigned in substitution for the last scheduled trip which is not operated by such employee. In either of such cases, the employee will be paid at the time and one-half rate in exact minutes for platform time in excess of the scheduled finishing time of the run.
- D. A "Claim for Time Delayed" slip must be made out, with indication thereon of cause of delay, either "Started Late" or "Lost Last Trip."
- E. This method of payment does not apply in the case of time delayed on a last trip which is started on time. Payment for time delayed, in such cases shall be in accordance with the first paragraph of this Section.

216 Revenue Collection

- A. Vault Agents—Transportation Department
 - 1. Return from Temporary Vacancy

A Vault Agent returning from a temporary vacancy will resume the rating formerly held.

2. Qualifications for the Position of Vault Agent

- a. In order to be accepted for work as a Vault Agent, the applicant must meet the qualifying physical standards of the Authority.
- b. The Supervisor of Vault Agents shall determine whether a Spare Vault Agent meets the requirements of the job within sixty (60) days from the date the Spare Vault Agent begins to break in. This determination shall be subject to appeal by the Union in accordance with the Grievance Procedure.

3. Lockers

Lockers will be provided for Vault Agents and they will be located as near as possible to the Vault Buildings.

B. Overtime for Receiving Department Agents—Revenue Collection Section

Except as otherwise provided in this Agreement, overtime pay for work performed in addition to the employee's regular or assigned day's work shall be paid for at time and one-half of the employee's straight-time rate.

217 Chartered Buses

In the operation of special chartered buses, employees shall be paid flat time at the bus rate for platform time up to eight (8) hours and for time held over when required to remain with bus. Actual platform time on bus in excess of eight (8) hours shall be paid for at time and one-half.

218 White Line in Vehicles

Each Bus and Trackless Trolley will be clearly marked by a white line to indicate the point up to which passengers may safely be accommodated in the vehicle.

219 Seniority Rating-Bus Operations

Seniority shall be measured — i.e., ratings established — in accordance with the following rules and procedures:

- A. Employees establish a rating date upon first entering a classification (i.e. employees newly entering a classification start at the bottom of the list, for example, a PT operator entering the FT operator classification starts at the bottom of the FT operator seniority list). The rating date in that classification is permanently held under the following circumstances: (a) upon transfer or promotion into a full time classification within the department, including Spare Inspector, Spare Chief Inspector, Spare Route Supervisor and

Surface Lines Dispatcher; (b) upon transfer or promotion into the Revenue seniority department, the Towerperson seniority department, and into the following classifications within the RTL seniority department: Schedule Maker, Information Clerk, Traveler's Assist. Clerk (FT & PT); and (c) upon transfer into another department due to temporary disqualification. Except as stated herein employees transferring out of the Bus Operations department shall forfeit their rating in the Bus Operations seniority department.

- B. In the event that more than one employee establishes a rating on the same date, seniority order will be determined by date of first entering a full time classification. In those cases where a list of eligible appointees is created following specialized qualification (for example, including a test or examination) the seniority date of these employees will be determined by the Authority's ranking of them.
- C. Full time employees who voluntarily revert back to part time status will not resume their part time seniority but will go to the bottom of the part time seniority list. In the event the employee subsequently accepts a full time position, his/her seniority date as a full time employee will be established as of the date of the newest assignment.

- D. Employees transferring for any reason from one rating station to another shall take their classification(s) rating with them. When employees are transferred from one rating station to another involuntarily e.g. lack of work they shall return to their original rating station at the first opportunity.
- E. Employees transferring from one department to another due to permanent disqualification (e.g. operator to collector) shall take their rating with them. Employees transferring due to temporary disqualification shall start at the bottom of the list at the new rating station.
- F. Employees who are involuntarily transferred (e.g. lack of work or physical disqualification) from one rating station to another and are subsequently returned to their former rating station, shall have their original rating date restored.
- G. All full time operators hired prior to June 1982 shall hold a paper rating in the part time bus operator classification as of their date of entry into the full time operator classification.

220 Selection of Work/Picking-Bus Operations

- A. Employees shall be permitted to select their runs, days off, hours, position on the cover list, or other assignment, within their

classification, within their rating station in accordance with their established rating. The Authority shall determine the number of such picks during any given year, provided however that there shall be a minimum of four (4) picks per year.

- B. There shall be at least 6 days allowed in which to select, unless otherwise agreed upon between the Union and the Authority. Selection shall be made promptly when the respective opportunity occurs and any employee refusing to select promptly shall be assigned to the earliest finishing run remaining unpicked at that time. The supervisor designated to conduct the pick shall choose for any employee legitimately absent at the time the runs are chosen the earliest finishing run, as well as the days off they rate, remaining unpicked at the time of such employee's turn to choose, unless said employee has previously notified the designated picker, in writing, of the delegation to some other person of the right to pick.
- C. To participate in the pick an employee must be on the active duty roster and physically qualified on the date the pick commences.
- D. Part time employees who are released from training mid rating will be assigned

to the cover list for the remainder of the rating period. Days off will be assigned by the Authority.

- E. Upon return to work following an absence for any reason, and after the start of the pick, an employee will be placed on the cover list (with his/her picked days off) in accordance with their seniority for the remainder of the rating.
- F. The foregoing provisions shall apply to all classifications within the Bus Operations seniority units with the exception of Schedule Makers, Dispatchers, and Spare Inspector/Chief Inspector.

221 Filling Vacant Runs-Bus Operations

Vacant runs which the Authority at its discretion desires to fill, shall be filled in accordance with the following rules:

- A. A newly created full time run or any full time run left vacant due to an employee's separation from employment shall be considered permanent for purposes of these provisions.
- B. Permanent vacant runs shall be advertised throughout the department for a period of 14 days giving employees within the classification a reasonable opportunity to bid on the vacant run, provided however, that if the vacancy occurs when the sheets are posted at any location, the

vacant run will be subject to pick within the rating station and shall not be advertised to the department.

- C. Vacant runs shall be filled, in the first instance, by the most senior applicant in the classification in the department (e.g. full time operator bids on full time vacancy).
- D. After a vacant run has been filled, the Authority shall send the Union a statement containing the names of the successful applicants and their rating dates.
- E. The provisions under Section 221 herein shall apply to all classifications within bus operations with the exception of Spare and Surface Line Dispatchers, Spare Inspector and Spare Chief Inspector. Permanent vacancies in these classifications shall be filled by the most qualified applicants as determined by the Authority, provided however, that when the Authority determines that qualifications are equal, seniority shall govern. For purpose of training, Spare Dispatchers may be assigned to dispatch for a period not to exceed two (2) picks without regard to seniority.

222 Assignment to Full-Time-Bus Operations

- A. Part time Bus Operators shall identify their preference(s) for a permanent rating sta-

tion as full time Operators using the Full time Assignment Selection Sheet. If an employee does not desire a full time Operator position, the Selection Sheet must indicate no preference. Selection Sheets cannot be changed once runs are posted for pick. If the employee declines the full time position, he/she will not be offered a full time position again unless he/she declares in writing within 48 hours after the posting of runs for the upcoming pick that he/she desires a full time position.

- B. When a permanent vacant full time position exists, and the Authority in its discretion decides to fill it, the senior qualified part time employee will be assigned in seniority order in accordance with the preferences indicated on the employee's selection sheet.
- C. Once assigned to full time, an employee may return, voluntarily, to a part time position only at the posting of runs for the next timetable. Employees returning to part time on a voluntary basis go to the bottom of the part time seniority list.
- D. Part time employees who become eligible for assignment to full time while they are out of work due to an on the job injury for which Workers' Compensation was paid, and who desire full time work, will remain in their part time position upon re-

turn to work for the remainder of the rating period. At the next pick they will be awarded a full time position. If the employee has returned to work within one year from leaving work, he/she will be granted a rating date in the full time classification as of the date they would have been awarded the full time position had they not been injured.

223 Filling Temporary Vacant Runs-Bus Operations

In the event the Authority determines, at its sole discretion, to cover runs or otherwise fill a vacant run on a temporary basis the following rules shall apply:

- A. For temporary vacant runs of less than 30 days, the position may be filled by the cover list or on overtime at the Authority's discretion. Vacancies of 30 days or more shall be posted for bid within the rating station where the vacant run exists. Notwithstanding the above, in cases of employees off through illness where, in the judgement of the Authority, there is no immediate prospect of their return at the end of 30 days, their runs shall be advertised in that rating station. In cases where it is known beforehand that an employee is about to be absent for a period of 30 days or more, the run shall be advertised

at that rating station as soon as possible after the employee becomes absent.

- B. When temporary vacant runs are advertised, all employees on the seniority list, within the classification, at that rating station may pick the vacant runs. The employee getting the vacant run must take the same run and under the same conditions as applied to the employee who originally made the selection. If, at the end of the 14 day period, no application is received from those eligible to apply, then the lowest rating employee on each day's cover list at that station will be rated in on the run but the cover list position thus made vacant will not be advertised.
- C. If there is more than one run vacant at a rating station and not applied for, the junior employees on the cover list at that station will have the opportunity of choice in order of seniority.
- D. Temporary vacant runs in cover positions due to illness or any other cause, when not combined with schedule runs, shall not be advertised but the employees on the cover list will be automatically moved up and upon the return of the absent employee, all affected employees will automatically move back to their former relative position.
- E. On returning to the service, employees

absent as specified above shall be given their former positions and ratings and, if their runs have been filled, affected employees shall take the runs they vacated at the time of such absence until the opportunity occurs for a general selection of runs.

- F. Any employee required to do any work for the Authority which necessitates absence from a regular position may, upon return from said work, be placed in the position and rating in the employ of the Authority to which entitled notwithstanding absence as described above, except as otherwise provided for.
- G. Such employee upon returning, shall select the position on the cover list and days off to which he/she is entitled by seniority until the next picking of runs.

224 Night Runs - Bus Operations

- A. When runs are selected, night runs will be selected as five-day runs, that is, the one who selects the night run will select it as a five-day run and there will be no separate selection for night runs for Saturdays, Sundays or Holidays. All runs starting before 4:00 am. or finishing after 2:00 a.m. shall be known as "night runs" and shall provide for platform or other work not to exceed 6 hours and 55 minutes, exclusive of time for reporting, turn-

ing-in and making up work, which when added to work; time, shall not exceed total time of 7 hours and 15 minutes for which employees shall receive 8 hours' pay at the regular rate of pay and, for such time as exceeds 7 hours and 5 minutes, shall be paid at the overtime rate of time and one-half. The outside time of a night run shall not exceed 8 hours. A fixed allowance of \$2.00 per day shall be added to the pay of a two-piece night run on the timetable

- B. Notwithstanding the above, the Authority shall be permitted to post for pick a single day schedule on days when service extends beyond 2:00 a.m. Such runs will be picked and worked for a single day and shall be comprised of 8 hours' pay and up to 7 hours and 50 minutes of platform time plus 10 minutes for report. No such runs shall have outside time exceeding 8 hours. Single day picks shall be limited to 3 occasions per year to be chosen at the Authority's discretion.

225 Full-Time Scheduled Hours Of Work - Bus Operations

- A. The regular work week for full time employees in non miscellaneous classifications shall consist of 5 days of 8 hours of work inclusive of 10 minutes report for which the employee shall be guaranteed

8 hours of pay; overtime as provided in Section 214 shall be paid for all time worked beyond 8 hours per day or 40 hours per week.

- B. When the first half requires a vehicle to be pulled out, all full-time and part-time Operators, shall be allowed 10 minutes at the beginning of the day to pull out; and to prepare the vehicle for service. When the second half requires a vehicle to be pulled out the employee will be allowed an additional 5 minutes.
- C. Full time runs for Operators shall provide for platform or other work not to exceed 8 hours and 5 minutes, exclusive of time for reporting, turning-in and making-up work, which, when added to work time, shall not exceed total time of 8 hours and 15 minutes, for which employees shall receive 8 hours at the regular rate of pay and, for such time as exceeds hours, shall be paid at the over-time rate of time and one-half.
- D. Layoffs of 30 minutes or less in schedule runs shall be paid for as platform time. Any break in a run of 31 or more minutes shall be considered meal relief.
- E. Employees who select timetable runs and cover employees who may be listed to timetable runs, who operate the runs in their entirety as shown on timetables, shall

receive not less than 8 hours' pay at regular rate.

- F. Employees who do not report on time to start their day's work, except as covered by Section 112 A and B, shall not be paid for the part of their scheduled day's work which they do not perform, but, if given a definite assignment of work in substitution for a part of their scheduled day's work, they shall be paid for such definitely assigned work and for all work performed, including all premium pay applicable to the assignment actually performed. This provision is not to be construed as a requirement that an employee who reports late is entitled to be assigned any work, or that progressive discipline may not be applied.

226 Seniority Rating-Revenue Department (Money Room)

Seniority shall be measured -- i.e., ratings established -- in accordance with the following rules:

- A. Employees establish a rating upon first entering a classification (i.e. employees newly entering a classification start at the bottom of the list); the rating date in that classification is permanently held upon transfer or promotion into another classification within the Revenue seniority department, or upon transfer into another

department due to temporary disqualification. Employees transferring out of the Revenue, seniority department with the exception noted above, shall forfeit their rating in the Revenue seniority department.

- B. In the event that more than one employee establishes a rating on the same date, seniority order will be determined by date of first entering a full time classification. In those cases where a list of eligible appointees is created following specialized qualification (for example, including a test or examination) the seniority date of these employees will be determined by the Authority's ranking of them.

227 Selection of Work/Picking-Revenue Department (Money Room)

- A. Employees shall be permitted to select their runs, days off, hours, position on the cover list, or other assignment, within their classification, within their rating station in accordance with their established rating. The Authority shall determine the number of such picks during any given year, provided however that there shall be a minimum of four (4) picks per year.
- B. There shall be at least 6 days allowed in which to select, unless otherwise agreed upon between the Union and the Authority. Selection shall be made promptly

when the respective opportunity occurs and any employee refusing to select promptly shall be assigned to the earliest finishing run remaining unpicked at that time. The supervisor designated to conduct the pick shall choose for any employee legitimately absent at the time the runs are chosen the earliest finishing run, as well as the days off they rate, remaining unpicked at the time of such employee's turn to choose, unless said employee has previously notified the designated picker, in writing, of the delegation to some other person of the right to pick.

- C. To participate in the pick an employee must be on the active duty roster and physically qualified on the date the pick commences.
- D. Part time employees who are released from training mid rating will be assigned to the cover list for the remainder of the rating period. Days of will be assigned by the Authority.
- E. Upon return to work following an absence for any reason, and after the start of the pick, an employee will be placed on the cover list (with his/her picked days off) in accordance with their seniority for the remainder of the rating.
- F. The foregoing provisions shall apply to

all classifications within the Revenue Operations seniority units.

228 Filling Vacant Assignment - Revenue Department (Money Room)

Vacant assignments, which the Authority at its discretion desires to fill, shall be filled in accordance with the following rules:

- A. Vacant Assignments or any assignment left vacant due to an employee's separation from employment shall be considered permanent for purposes of these provisions.
- B. Permanent vacancies shall be advertised throughout the department where the vacancy exists for a period of at least 14 days, giving employees a reasonable opportunity to bid on the position.
- C. The job notice shall include a description of the job, minimum qualifications, hours of work, location, bid closing date and time, and other pertinent information. The postings shall be secured against theft or destruction.
- D. Vacancies in the Revenue Collection Agent or Revenue Counting Agent classifications shall be filled, in the first instance, by the most senior applicant within the Revenue seniority department.
- E. If the vacancy in any money room classification, excluding Revenue Technician,

remains, it shall be offered next to the most senior applicant in any Local 589 bargaining unit classification within Bus Operations, Light Rail or RTL, who meets the minimum qualifications for the job, as established by the Authority. Vacancies in the Revenue Technician classification shall be filled in the first instance by the most qualified applicant, as determined by the Authority, within the Equipment Maintenance Department. However, when the Authority determines that qualifications are equal, seniority shall govern. In the event, there is insufficient number of applicants to fill the required positions the Authority may recruit from anywhere outside the bargaining unit at its discretion.

- F. After a vacancy has been filled, the Authority shall send the Union a statement containing the names of the successful applicants and their rating dates.

PART THREE LIGHT RAIL OPERATIONS

300 Interviews of Employees

There shall be no unnecessary delay when employees are called to the Superintendent's

Office and, when so called on their own time and exonerated, they shall be paid for their time.

301 Probationary Period

Streetcar Motorpersons in Light Rail Operations shall serve a probationary period of one hundred twenty (120) days actually worked from the date on which they complete training and are turned in.

302 Single Cover List

- A. If cover employees are held or are required to work more than seven (7) hours and fifty (50) minutes, they shall be paid at the overtime rate for time held or required to work in excess of seven (7) hours and fifty (50) minutes.
- B. Work, consisting of parts of days, extra work, miscellaneous work, etc. (less than a full day's work as shown on timetables), shall be paid for at regular hourly rates, computations of time to pay to the next five (5) minute period.

303 Six Hour Safety Rule

- A. Streetcar Motorpersons shall be permitted to select only such schedule runs, additional runs, relief positions and cover positions as will allow them at least six (6) clock hours off the property between the scheduled finishing time of one (1) day's work and the scheduled starting time of the next day's work to the extent that such runs, relief and cover positions are available for selection.
- B. The junior rated employees on the relief list at the station must complete the selection notwithstanding the six (6) hour rule. However, any Streetcar Motorperson obliged to make a selection which does not allow six (6) hours between the scheduled finishing time of one (1) day's work and the scheduled starting time of the next day's work shall receive the full pay allowance of the run upon reporting for work immediately after the expiration of the six (6) hours and completing the run.
- C. An employee who has six (6) hours off after a regular day's work and then performs overtime prior to the start of the next day's work shall not be required to take a six (6) hour safety break.

304 Call-Back Positions

Employees who have selected call-back posi-

tions on the holiday cover list shall, when called for work on holidays, receive not less than eight (8) hours' pay, provided they remain on duty the required time.

305 Disqualified Light Rail Streetcar Motorpersons

- A. An employee who, as a result of age or disability, is unfit to operate a Car, Bus or Trackless Trolley shall not be permitted to do so.
- B. An employee disqualified to operate a car shall have road rating for Conductor's work subject to the following terms:
 - 1. A Light Rail Lines employee, who becomes physically disqualified to operate, and has twenty (20) years or more of service in Light Rail Lines at the time of disqualification, and is physically qualified to do Conductors' work, may be permitted to pick Conductors' work, with rating, at the time of the next selection of runs at the location(s) where Conductors' work is available. If the physical disqualification should take place during a rating, said Light Rail Lines employee may be allowed to work "out of the window" until the next selection takes place, provided the employee rates the work.

2. A physically-disqualified Light Rail Lines employee shall select Conductors' work in accordance with seniority rating at the location where said Conductors' work exists.
 3. A physically-disqualified Light Rail Lines employee, who selects other work for which he is physically qualified, shall forfeit his right to select Conductors' work in the future.
- C.
1. Spares, who are either volunteers or draftees, shall receive, for janitorial work, either the rate of pay they were receiving at the time that they were temporarily assigned to janitorial work or the Janitor's rate, whichever is the higher.
 2. Janitors who have been drafted for spare work and whose vacations occur while working in a janitorial Classification shall receive, during such vacation periods, either the rate of pay they were receiving in their former Classification prior to being assigned to janitorial work or the Janitor's rate, whichever is the higher.
- D. Streetcar Motorpersons who have been disqualified from operation in passenger service and are performing work as Car Cleaners or Car Shifters shall be required to operate Streetcars when necessary to

do so in the course of the performance of their work as Car Cleaners or Car Shifters.

- E.
1. The MBTA may, at its discretion, from time to time, transfer disabled Streetcar Motorpersons who do not have sufficient seniority for conductor's work or are not otherwise qualified to operate Conductor's cars, to other MBTA classifications.
 2. Such disqualified Streetcar Motorpersons shall continue to be paid the hourly rate they were earning at the time of the transfer, as are paid to all Streetcar Motorpersons. That hourly rate shall continue until the basic hourly rate of the position to which the disqualified Streetcar Motorpersons is transferred is equal to the rate they were earning at the time of the transfer. Thereafter, they will receive the hourly rate and such increases as are granted to employees in the classification to which they are transferred.
 3. For such uses as are permitted by contract, a disqualified Streetcar Motorpersons' seniority as a Collector shall include all of their service as a Streetcar Motorperson, but their seniority in any other position to which they may be transferred, shall

begin as of the date of the transfer. Disqualified Streetcar Motorpersons who voluntarily take permanent positions in other classifications will acquire a rating date in such other positions as of the date of the transfer. If compelled to work in another classification, an Streetcar Motorperson who becomes qualified again as an Streetcar Motorperson and is placed as an Streetcar Motorperson will have full Streetcar Motorpersons' seniority upon their return.

306 Loaning of Employees

Loaning of employees from one division to another for a day or less shall not be considered a transfer and such employees will be allowed one (1) hour traveling time, both going to and coming from that division. In case employees are loaned from one rating station to another in the same division, they shall be allowed at least one-half (1/2) hour traveling time, both going to and coming from that station. Employees loaned from one division or rating station to another shall be paid for all time held or worked.

307 Snow Work

- A. Light Rail Lines employees desiring snow or sleet work shall so signify their desire by signing a list for such work between September 1st and October 1st.

- B. In all cases where employees are taken from work to which they have been assigned to do snow or sleet work, they shall not receive any less pay within the time of their original assignment than they would have received had they not been taken from it and, in no case, shall an employee be taken from a scheduled run to do snow or sleet work and be paid a lesser rate per hour than would have been received had the employee not been taken from the run.
- C. Employees called upon for snow work when they are off duty shall, in no case, receive less than three (3) hours' pay at the maximum snow rate. When employees are called from their homes, they shall be paid from the time they are ordered to report, provided they report within a reasonable time.
- D. In no case shall employees doing snow work be required to work more than five (5) consecutive hours without time off for meals and, if such time is not sufficient for them to go to their regular place for meals, they will be provided with meals or reimbursed by an allowance of three dollars and fifty cents (\$3.50).
- E. All snow work performed during an employee's scheduled hours of work shall be paid for at the snow rate (base rate plus

50 cents per hour). All snow work performed outside an employee's regularly scheduled hours of work shall be paid for at the rate of time and one-half of the regular rate of his/her classification.

308 Emergencies

In all cases of storms or emergencies, any Light Rail Lines employee is subject to call for such work by the Authority. When an emergency arises calling for the moving up to the Streetcar Motorperson's position of a "trailer-man" who picked Conductor's work for the Table during which the emergency occurs and who is qualified to operate when the request is made by the supervisory employee concerned, the "trailer-man" will be told that an emergency exists and the nature of the emergency.

309 Employees Under Instruction

All employees who have passed the probationary period shall, when learning different equipment or routes other than those routes on which they have been broken in, be paid at their regular rate while doing so. This also applies to employees who return to work after being laid off. Employees required to go to the Instruction School on their own time shall be paid running time to and from their rating stations at flat rate.

310 Dead Heading

- A. Present travel time allowances are in accordance with the Letter of Agreement

dated November 12, 1957, and supplements thereto, which travel time allowances may be adjusted from time to time by mutual agreement between the Authority and the Union.

- B. Cover employees assigned to work from the Lobby, when such work finishes at a point other than this starting point, will be paid traveling time from where the work finishes back to the starting point, if required to report back.
- C. Cover employees assigned to work which finishes at a point other than their home carhouse or garage shall be paid traveling time from the finishing point back to their home carhouse or garage, if required to report back.
- D. Streetcar Motorpersons who operate their runs in their entirety as shown on timetables shall receive an allowance of twenty (20) minutes for swinging-on at the second portion of their runs at other than the starting point of their runs.

311 Service Car Motorpersons

Employees filling Motorpersons vacancies are to rate from the date of filling the vacancies in that department and are to retain their passenger service ratings.

312 Written Accident Reports and Statements

Full-time and Part-time Streetcar Motorpersons making out written accident reports or statements on their own time shall be paid for the time required by the Authority in making out such reports, not to exceed three dollars (\$3.00) for each report.

313 Outside Time-Scheduled Runs and Additional Runs

- A. Employees having schedule or additional runs with outside time exceeding ten (10) hours shall receive additional compensation at the rate of fifty percent (50%) of their regular hourly rate for the first excess hour or fraction thereof and at the rate of one hundred percent (100%) for all outside time exceeding eleven (11) hours, computation of time to be made in exact minutes.
- B. Employees having schedule runs or additional runs on Sunday with outside time exceeding nine (9) hours shall receive additional compensation at the rate of fifty percent (50%) of their regular hourly rate for the first excess hour or fraction thereof and at the rate of one hundred percent (100%) for all outside time exceeding ten (10) hours, computation of time to be made in exact minutes.
- C. No additional compensation shall be paid

for excess of actual outside time beyond that shown on the schedule or additional runs.

314 Overtime

- A. Except as otherwise provided in this Agreement, overtime pay for work performed in addition to the employee's regular or assigned day's work shall be time and one-half of the employee's straight time rate.
- B. Employees who perform eight (8) or more consecutive hours' snow work and who perform any car or miscellaneous work, preceding or following the eight (8) or more consecutive hours' snow work, on the same payroll day on which the snow work ends, shall be paid at their overtime rate for such part of the car or miscellaneous work as is performed on that payroll day, but not for car or miscellaneous work performed prior to the start of snow work on the payroll day preceding the payroll day on which the snow work ends, the understanding being that 6:00 a.m. shall be the starting and finishing time for a payroll day for snow work.
- C. Any employee doing snow work or performing any overtime work who finishes the assignment or is relieved at 2:00 a.m., or later, shall be provided with transpor-

tation home or be paid the snow rate or overtime rate, as the case may be, up to the first car or train in the morning.

- D. An employee who works on the second of his two (2) days off in the same work week, having already worked on the first day off in that work week, shall be paid for such work on his second day off at not less than twice the applicable rate of pay.

315 Time Delayed

- A. In case a Streetcar is late and claim is made for time delayed, the excess up to ten (10) minutes shall be paid for at straight time. Where the delayed time exceeds the regularly scheduled time by more than ten (10) minutes, remaining delayed time is to be paid for at time and one-half in exact minutes.
- B. In runs beyond the regularly scheduled day, all delayed time shall be paid for at time and one-half in exact minutes.
- C. When a delay has occurred which prevents an employee from starting the last trip of the run on time or causes the employee to lose the last trip, such employee shall either run a trip on the line or perform such other work as may be assigned in substitution for the last scheduled trip which is not operated by such employee. In either of such cases, the employee will

be paid at the time and one-half rate in exact minutes for platform time in excess of the scheduled finishing time of the run.

- D. A "Claim for Time Delayed" slip must be made out, with indication thereon of cause of delay, either "Started Late" or "Lost Last Trip."
- E. This method of payment does not apply in the case of time delayed on a last trip which is started on time. Payment for time delayed, in such cases shall be in accordance with the first paragraph of this Section.

316 White Lines in Vehicles

Each Streetcar will be clearly marked by a white line to indicate the point up to which passengers may safely be accommodated in the vehicle.

317 Seniority Rating - Light Rail Operations

Seniority shall be measured -- i.e., ratings established -- in accordance with the following rules and procedures:

- A. Employees establish a rating date upon first entering a classification (i.e. a PT Streetcar Motorperson newly entering the FT Streetcar Motorperson classification starts at the bottom of the list). The rating date in that classification is permanently held under the following circumstances:
 - (a) upon transfer or promotion into a full

time classification within the Light Rail department, including Spare Inspector, Spare Chief Inspector and Green Line Dispatcher; (b) upon transfer or promotion into the Money Room seniority department, the Towerperson seniority department, and into the following classifications within the RTL and Bus Operations seniority departments: Schedule Maker, Information Clerk, Traveler's Assist. Clerk (FT & PT); and (c) upon transfer into another department due to temporary disqualification. Except as stated herein employees transferring out of the Light Rail seniority department shall forfeit their rating in the Light Rail department.

- B. In the event that more than one employee establishes a rating on the same date, seniority order will be determined by date of first entering a full time classification. In those cases where a list of eligible appointees is created following specialized qualification (for example, including a test or examination) the seniority date of these employees will be determined by the Authority's ranking of them. (e.g. Green Line Dispatcher, Spare Inspector, Spare Chief Inspector).
- C. Full time employees who voluntarily revert back to part time status will not resume their part time seniority but will go

to the bottom of the part time seniority list. In the event the employee subsequently accepts a full time position, his/her seniority date as a full time employee will be established as of the date of the newest assignment.

- D. Employees transferring from one department to another due to permanent disqualification (e.g. Streetcar Motorperson to Collector) shall take their rating with them; employees transferring due to temporary disqualification shall start at the bottom of the list at the new rating station.
- E. All full time Streetcar Motorpersons (operators) hired prior to June 1982 shall hold a paper rating in the part time Streetcar Motorperson classification as of their date of entry into the full time Streetcar Motorperson (operator) classification.

318 Selection of Work/Picking-Light Rail Operations

- A. Employees shall be permitted to select their runs, days off, hours, position on the cover list, or other assignment, within their classification, within their rating station in accordance with their established rating. The Authority shall determine the number of such picks during any given year, provided however that there shall

be a minimum of four (4) picks per year.

- B. There shall be at least 6 days allowed in which to select, unless otherwise agreed upon between the Union and the Authority. Selection shall be made promptly when the respective opportunity occurs and any employee refusing to select promptly shall be assigned to the earliest finishing run remaining unpicked at that time. The supervisor designated to conduct the pick shall choose for any employee legitimately absent at the time the runs are chosen the earliest finishing run, as well as the days off they rate, remaining unpicked at the time of such employee's turn to choose, unless said employee has previously notified the designated picker, in writing, of the delegation to some other person of the right to pick.
- C. To participate in the pick an employee must be on the active duty roster and physically qualified on the date the pick commences.
- D. Part time employees who are released from training mid rating will be assigned to the cover list for the remainder of the rating period. Days off will be assigned by the Authority.
- E. Upon return to work following an absence for any reason, and after the start of

the pick, an employee will be placed on the cover list (with his/her picked days off) in accordance with their seniority for the remainder of the rating.

- F. The foregoing provisions shall apply to all classifications within the Streetcar Motorperson seniority units with the exception of Schedule Makers, Dispatchers, and Spare Inspector/Chief Inspector. .

319 Filling Vacant Runs-Light Rail Operations

Vacant runs which the Authority at its discretion desires to fill, shall be filled in accordance with the following rules:

- A. A newly created full time run or any full time run left vacant due to an employee's separation from employment shall be considered permanent for purposes of these provisions.
- B. Permanent vacant runs shall be advertised throughout the Light Rail department for a period of 14 days giving employees within the classification a reasonable opportunity to bid on the vacant run.
- C. Vacant runs shall be filled, in the first instance, by the most senior applicant in the classification in the department (e.g. full time operator bids on full time vacancy.)
- D. After a vacant run has been filled, the Authority shall send the Union a state-

ment containing the names of the successful applicants and their rating dates.

- E. The provisions under Section 319 herein shall apply to all classifications within Light Rail with the exception of Spare Inspector/Chief Inspector, Spare and Light Rail Dispatchers, Spare Green Line Yardmaster. Permanent vacancies in these classifications shall be filled by the most qualified applicants as determined by the Authority, provided however, that when the Authority determines that qualifications are equal, seniority shall govern. For purposes of training Spare Dispatchers may be assigned to dispatch for a period not to exceed two (2) picks without regard to seniority.

320 Assignment to Full-Time-Light Rail Operations

- A. When a permanent vacant full time position exists, and the Authority in its discretion decides to fill it, the senior qualified part time employee will be assigned in seniority order. If the employee declines the full time position, he/she will not be offered a full time position again unless he/she declares in writing within 48 hours after the posting of runs for the upcoming pick that he/she desires a full time position.

- B. Once assigned to full time, an employee may return, voluntarily, to a part time position only at the posting of runs for the next timetable. Employees returning to part time on a voluntary basis go to the bottom of the part time seniority list.
- C. Part time employees who become eligible for assignment to full time while they are out of work due to an on the job injury for which Workers' Compensation was paid, and who desire full time work, will remain in their part time position upon return to work for the remainder of the rating period. At the next pick they will be awarded a full time position. If the employee has returned to work within one year from leaving work, he/she will be granted a rating date in the full time classification as of the date they would have been awarded the full time position had they not been injured.
- D. Twice each year, in January and July, the Authority shall establish following a posting, a list of Bus Operations employees who wish to take a position as entry level Streetcar Motorperson and who meet the minimum qualifications for the job as established by the Authority. If, after the foregoing provisions the entry level position in the Light Rail Department remains, it shall be offered to the most senior per-

son on the then current list. Vacant positions filled pursuant to this provision shall be limited to 51% of vacancies filled during any calendar year. 49% of the vacancies shall be filled at the Authority's discretion unless all names on both lists have been exhausted.

321 Filling Temporary Vacant Runs-Light Rail Operations

In the event the Authority determines, at its sole discretion, to cover runs or otherwise fill a vacant run on a temporary basis the following rules shall apply:

- A. For temporary vacant runs of less than 30 days, the position may be filled by the cover list or on overtime at the Authority's discretion. Vacancies of 30 days or more shall be posted for bid within the rating station where the vacant run exists. Notwithstanding the above, in cases of employees off through illness where, in the judgement of the Authority, there is no immediate prospect of their return at the end of 30 days, their runs shall be advertised in that rating station. In cases where it is known beforehand that an employee is about to be absent for a period of 30 days or more, the run shall be advertised at that rating station as soon as possible after the employee becomes absent.

- B. When temporary vacant runs are advertised, all employees on the seniority list, within the classification, at that rating station may pick the vacant runs. The employee getting the vacant run must take the same run and under the same conditions as applied to the employee who originally made the selection. If, at the end of the 14 day period, no application is received from those eligible to apply, then the lowest rating employee on each day's cover list at that station will be rated in on the run but the cover list position thus made vacant will not be advertised.
- C. If there is more than one run vacant at a rating station and not applied for, the junior employees on the cover list at that station will have the opportunity of choice in order of seniority.
- D. Temporary vacant runs in cover positions due to illness or any other cause, when not combined with schedule runs, shall not be advertised but the employees on the cover list will be automatically moved up and upon the return of the absent employee, all affected employees will automatically move back to their former relative position.
- E. On returning to the service, employees absent as specified above shall be given their former positions and ratings and, if

their runs have been filled, affected employees shall take the runs they vacated at the time of such absence until the opportunity occurs for a general selection of runs.

- F. Any employee required to do any work for the Authority which necessitates absence from a regular position may, upon return from said work, be placed in the position and rating in the employ of the Authority to which entitled notwithstanding absence as described above, except as otherwise provided for.
- G. Such employee upon returning, shall select the position on the cover list and days off to which he/she is entitled by seniority until the next picking of runs.

322 Night Runs-Light Rail Operations

- A. When runs are selected, night runs will be selected as five-day runs, that is, the one who selects the night run will select it as a five-day run and there will be no separate selection for night runs for Saturdays, Sundays or Holidays. All runs starting before 4:00 a.m. or finishing after 2:00 a.m. shall be known as "night runs" and shall provide for platform or other work not to exceed 6 hours and 55 min-

utes, exclusive of time for reporting, turning-in and making up work, which when added to work; time, shall not exceed total time of 7 hours and 15 minutes for which employees shall receive 8 hours' pay at the regular rate of pay and, for such time as exceeds 7 hours and 5 minutes, shall be paid at the overtime rate of time and one-half. The outside time of a night run shall not exceed 8 hours. A fixed allowance of \$2.00 per day shall be added to the pay of a two-piece night run on the timetable.

- B. Notwithstanding the above, the Authority shall be permitted to post for pick a single day schedule on days when service extends beyond 2:00 a.m. Such runs will be picked and worked for a single day and shall be comprised of 8 hours' pay and up to 7 hours and 50 minutes of platform time plus 10 minutes for report. No such runs shall have outside time exceeding 8 hours. Single day picks shall be limited to 3 occasions per year to be chosen at the Authority's discretion.

323 Full-Time Scheduled Hours Of Work-Light Rail Operations

- A. The regular work week for full time employees in non miscellaneous classifications shall consist of 5 days of 8 hours of

work inclusive of 10 minutes report for which the employee shall be guaranteed 8 hours of pay; overtime as provided in Section 314 shall be paid for all time worked beyond 8 hours per day or 40 hours per week.

- B. When the first half requires a vehicle to be pulled out, all full-time and part-time Operators shall be allowed 10 minutes at the beginning of the day to pull out; and to prepare the vehicle for service. When the second half requires a vehicle to be pulled out the employee will be allowed an additional 5 minutes.
- C. Full time runs for Streetcar Motorpersons shall provide for platform or other work not to exceed 8 hours and 5 minutes, exclusive of time for reporting, turning-in and making-up work, which, when added to work time, shall not exceed total time of 8 hours and 15 minutes, for which employees shall receive 8 hours at the regular rate of pay and, for such time as exceeds hours, shall be paid at the overtime rate of time and one-half.
- D. Layoffs of 30 minutes or less in schedule runs shall be paid for as platform time. Any break in a run of 31 or more minutes shall be considered meal relief.
- E. Employees who select timetable runs and cover employees who may be listed to

timetable runs, who operate the runs in their entirety as shown on timetables, shall receive not less than 8 hours' pay at regular rate.

- F. Employees who do not report on time to start their day's work, except as covered by Section 112 A and B, shall not be paid for the part of their scheduled day's work which they do not perform, but, if given a definite assignment of work in substitution for a part of their scheduled day's work, they shall be paid for such definitely assigned work and for all work performed, including all premium pay applicable to the assignment actually performed. This provision is not to be construed as a requirement that an employee who reports late is entitled to be assigned any work, or that progressive discipline may not be applied.

**PART FOUR—RAPID TRANSIT LINES
OPERATIONS AND TOWERPERSONS**

400 Interviews of Employees

There shall be no unnecessary delay when employees are called to the Superintendent's

Office and, when so called on their own time and exonerated, they shall be paid for their time.

401 Probationary Period

Employees of Rapid Transit Lines Operations shall serve a probationary period of one hundred twenty (120) days actually worked from the date on which they are turned in.

402 Cover Employees

Any work performed in addition to their assigned cover time shall be paid for at the overtime rate.

403 Six-Hour Safety Rule

- A. Motorpersons shall be permitted to select only such schedule runs, additional runs, relief positions and cover positions as will allow them at least six (6) clock hours off the property between the scheduled finishing time of one (1) day's work and the scheduled starting time of the next day's work to the extent that such runs, relief and cover positions are available for selection.

- B. The junior rated employees on the relief list at the station must complete the selection notwithstanding the six (6) hour rule. However, any Motorperson obliged to make a selection which does not allow six (6) hours between the scheduled finishing time of one (1) day's work and the scheduled starting time of the next day's work shall receive the full pay allowance of the run upon reporting for work immediately after the expiration of the six (6) hours and completing the run.
- C. An employee who has six (6) hours off after a regular day's work and then performs overtime prior to the start of the next day's work shall not be required to take a six (6) hour safety break.

404 Call-back Positions

Employees who have selected call-back positions on the holiday cover list shall, when called for work on holidays, receive not less than eight (8) hours' pay, provided they remain on duty the required time.

405 Employees Transferred at Their Own Request

- A. Any employee having requested and having been transferred from one rating district to the same position in another rating district shall forfeit seniority rating in the rating district left and start at the foot

of the list in the other rating district, it being understood that the rate of pay will continue as of the time of leaving the district.

- B. Application for an advertised run shall not be considered a transfer.

406 Loaning of Employees

Loaning of employees from one division to another for a day or less shall not be considered a transfer and such employees will be allowed one (1) hour traveling time, both going to and coming from that division. In case employees are loaned from one rating station to another in the same division, they shall be allowed at least one-half (1/2) hour traveling time, both going to and coming from that station. Employees loaned from one division or rating station to another shall be paid for all time held or worked.

407 Snow Work

- A. Rapid Transit Line Operations employees desiring snow or sleet work shall so signify their desire by signing a list for such work between September 1st and October 1st.
- B. In all cases where employees are taken from work to which they have been assigned to do snow or sleet work, they shall not receive any less pay within the time of their original assignment than they

would have received had they not been taken from it and, in no case, shall an employee be taken from a scheduled run to do snow or sleet work and be paid a lesser rate per hour than would have been received had the employee not been taken from the run.

- C. Employees called upon for snow work when they are off duty shall, in no case, receive less than three (3) hours' pay at the maximum snow rate. When employees are called from their homes, they shall be paid from the time they are ordered to report, provided they report within a reasonable time.
- D. In no case shall employees doing snow work be required to work more than five (5) consecutive hours without time off for meals and, if such time is not sufficient for them to go to their regular place for meals, they will be provided with meals or reimbursed by an allowance of three dollars and fifty cents (\$3.50).
- E. All snow work performed during an employee's scheduled hours of work shall be paid for at the snow rate (base rate plus 50 cents per hour). All snow work performed outside an employee's regularly scheduled hours of work shall be paid for at the rate of time and one-half of the regular rate of his/her classification.

408 Emergencies

In all cases of storms or emergencies, any Rapid Transit Line Operations employee is subject to call for such work by the Authority.

409 Dead Heading

- A. Present travel time allowances are in accordance with the Letter of Agreement dated November 12, 1957, and supplements thereto, which travel time allowances may be adjusted from time to time by mutual agreement between the Authority and the Union.
- B. Cover employees assigned to work from the Lobby, when such work finishes at a point other than this starting point, will be paid traveling time from where the work finishes back to the starting point, if required to report back.
- C. Cover employees assigned to work which finishes at a point other than their home carhouse or garage shall be paid traveling time from the finishing point back to their home carhouse or garage, if required to report back.
- D. Motorpersons and Train Attendants who operate their runs in their entirety as shown on timetables shall receive an allowance of twenty (20) minutes for swinging-on at the second portion of their runs at other than the starting point of their runs.

410 Written Accident Reports and Statements

Full-time and Part-time, Motorpersons and Train Attendants making out written accident reports or statements on their own time shall be paid for the time required by the Authority in making out such reports, not to exceed three dollars (\$3.00) for each report.

411 Outside Time—Schedule Runs and Additional Runs

- A. Employees having schedule or additional runs with outside time exceeding ten (10) hours shall receive additional compensation at the rate of fifty percent (50%) of their regular hourly rate for the first excess hour or fraction thereof and at the rate of one hundred percent (100%) for all outside time exceeding eleven (11) hours, computation of time to be made in exact minutes.
- B. Employees having schedule runs or additional runs on Sunday with outside time exceeding nine (9) hours shall receive additional compensation at the rate of fifty percent (50%) of their regular hourly rate for the first excess hour or fraction thereof and at the rate of one hundred percent (100%) for all outside time exceeding ten (10) hours, computation of time to be made in exact minutes.
- C. No additional compensation shall be paid

for excess of actual outside time beyond that shown on the schedule or additional runs.

412 Overtime

- A. Except as otherwise provided in this Agreement, overtime pay for work performed in addition to the employee's regular or assigned day's work shall be time and one-half of the employee's straight time rate.
- B. Employees who perform eight (8) or more consecutive hours' snow work and who perform any car or miscellaneous work, preceding or following the eight (8) or more consecutive hours' snow work, on the same payroll day on which the snow work ends, shall be paid at their overtime rate for such part of the car or miscellaneous work as is performed on that payroll day, but not for car or miscellaneous work performed prior to the start of snow work on the payroll day preceding the payroll day on which the snow work ends, the understanding being that 6 a.m. shall be the starting and finishing time for a payroll day for snow work.
- C. Any employee doing snow work or performing any overtime work who finishes the assignment or is relieved at 2:00 a.m., or later, shall be provided with transportation home or be paid the snow rate or

overtime rate, as the case may be, up to the first car or train in the morning.

- D. An employee who works on the second of his two (2) days off in the same work week, having already worked on the first day off in that work week, shall be paid for such work on his second day off at not less than twice the applicable rate of pay.

413 Time Delayed

- A. In case a Train is late and claim is made for time delayed, the excess up to ten (10) minutes shall be paid for at straight time. Where the delayed time exceeds the regularly scheduled time by more than ten (10) minutes, remaining delayed time is to be paid for at time and one-half in exact minutes.
- B. In runs beyond the regularly scheduled day, all delayed time shall be paid for at time and one-half in exact minutes.
- C. When a delay has occurred which prevents an employee from starting the last trip of the run on time or causes the employee to lose the last trip, such employee shall either run a trip on the line or perform such other work as may be assigned in substitution for the last scheduled trip which is not operated by such employee. In either of such cases, the employee will be paid at the time and one-half rate in

exact minutes for platform time in excess of the scheduled finishing time of the run.

- D. A "Claim for Time Delayed" slip must be made out, with indication thereon of cause of delay, either "Started Late" or "Lost Last Trip."
- E. This method of payment does not apply in the case of time delayed on a last trip which is started on time. Payment for time delayed, in such cases shall be in accordance with the first paragraph of this Section.

414 Pay for Work in Higher Class

- A. Train Attendant breaking in as Motorperson shall be paid during their instruction period at the Train Attendant hourly rate.
- B. Train Attendant, if called or assigned to perform station work, shall receive the pay of that position but, when employees are called to perform work in a lower position, no change in their rate of pay shall be made.

415 Rating and Selection of Yard Work

Whenever spare yard employees are required, after exhausting Section 424, they shall be advertised for on the Subway Bulletin and the applicant selected in that district, if able to qualify, shall be considered as having established a rating as a spare yard employee, as of the date of qualification.

416 Permanent Vacancies (Yard Service)

Permanent vacancies in the yard service shall be advertised first among the regular yard employees in the district where the vacancy exists. Any resulting vacancies shall be advertised in the same manner.

417 Extra Yard Work

Any employee who has been broken in as an Extra Yard Motorperson and gives up yard work at a time when not needed in passenger service shall surrender the Motorperson's rating thus acquired. Such employees, while serving as Extra Yard Motorpersons, shall be paid the rate for such work, but shall retain their Train Attendant's rating and rate of pay while not engaged in yard service as Motorperson.

418 Pulling Trains

All work pulling trains to and from the yard is to be known as road work.

419 Putting Up or Pulling Out Trains

All Motorpersons and Train Attendants who are required to put up or pullout trains shall be allowed, on the schedule, time required for so doing but, in no case, less than ten (10) minutes. When the second half requires a vehicle to be pulled out, the Motorpersons and Train Attendants shall be allowed an additional five (5) minutes.

420 Collectors

- A. Cover Collectors, when listed for a cover report and then assigned to work in another district, shall be paid running time at the flat rate from the station at which they finish work back to their home district headquarters, the traveling time allowed not to exceed thirty (30) minutes.
- B. Collectors whose outside hours exceed ten (10) shall be paid as provided in Section 411.
- C. Collectors advanced to Train Attendants shall be paid during the period of breaking-in at their Collector's rate.
- D. Employees transferred from other positions or departments to Collector shall be paid in conformity with PART SIX of this Agreement, including the instruction period. This provision in no way affects the status of employees with respect to their seniority rights, their conditions of employment or their wage rates in their respective departments or classifications.
- E. When a vacancy exists in the position of Train Attendant which the Authority desires to fill during a rating period, qualified Collectors shall be offered the vacancy, in seniority order, before it is filled from other sources. Any employee who becomes a Train Attendant during a rat-

ing period shall work on the list at the rating station where the vacancy exists.

421 Gatepersons and Train Clerks

Gatepersons and Train Clerks whose outside hours exceed ten (10) shall be paid as provided in Section 411.

422 Travel Allowance

A Collector or Gateperson who completes a scheduled shift shall receive an allowance of ten (10) minutes for swinging-on at the second portion of the shift at a station or terminal other than the starting station or terminal of the shift.

423 Physically Disqualified Motorperson, Train Attendant and Yard Motorperson

Such physically disqualified Motorpersons, Train Attendants and Yard Motorpersons shall continue to be paid the basic hourly rate they were earning as of the time of the transfer as are paid to all Motorpersons, Train Attendants and Yard Motorpersons. That hourly rate shall continue until the basic hourly rate paid in the classification to which the physically disqualified Motorperson, Train Attendant or Yard Motorperson is transferred is equal to the basic hourly Motorperson's, Train Attendant's or Yard Motorperson's rate in effect as of the time of transfer. Thereafter, they will receive such increases in the basic hourly rate as are granted to all other employees in the classifications to which they are transferred.

424 Seniority Rating RTL Lines

Seniority shall be measured -- i.e., ratings established -- in accordance with the following rules and procedures:

- A. Employees establish a rating date upon first entering a classification (i.e. employees newly entering a classification start at the bottom of the list). Additionally, employees hired into the Motorperson or Train Attendant classifications shall establish a paper rating in the Collector class at their date of hire. The rating date in that classification is permanently held under them following circumstances: (a) upon transfer or promotion into a full time classification within the RTL department, including Spare Inspector, Spare Chief Inspector and Spare RTL Dispatcher (b) upon transfer or promotion into the Money Room seniority department, the Towerperson seniority department; and (c) upon transfer into another department due to temporary disqualification. Except as stated herein employees transferring out of the RTL department forfeit their rating in the RTL seniority department.
- B. Upon entering a full time classification the employee will be given an opportunity to declare whether he/she wishes to establish a rating as a full time Yard Motorperson. Those desiring to serve as

Yard Motorpersons shall have their rating as a Yard Motorperson established as of the date first entering the Yard Motorperson classification as a spare.

- C. In the event that more than one employee establishes a rating on the same date, seniority order will be determined by date of first entering a full time classification. In those cases where a list of eligible appointees is created following specialized qualification (for example, including a test or examination) the seniority date of these employees will be determined by the Authority's ranking of them. (e.g. Towerpersons, Spare Inspector, Spare Dispatcher)
- D. Full time employees who voluntarily revert back to part time status will not resume their part time seniority but will go to the bottom of the part time seniority list. In the event the employee subsequently accepts a full time position, his/her seniority date as a full time employee will be established as of the date of the newest assignment.
- E. When employees are transferred from one rating station to another, or from one classification to another, due to lack of work they shall take their classification(s) rating with them; provided however, that such employees must return to their origi-

nal rating station and/or classification at the first opportunity.

- F. Employees transferring into the department due to permanent disqualification (e.g. operator to collector) shall bring their rating with them; employees transferring due to temporary disqualification shall start at the bottom of the list at the new rating station. Notwithstanding the above, no temporarily disqualified transferee shall rate a permanent employee in the department in the event of a layoff.
- G. Employees who are involuntarily transferred (e.g. lack of work or physical disqualification) from one rating station to another, or from one classification to another, and are subsequently returned to their former rating station and/or classification, shall have their original rating date restored.
- H. All full time employees in the department hired prior to June 1982 shall hold a paper rating in the corresponding part time classification as of their date of entry into the full time classification.

425 Selection of Work/Picking - Rapid Transit Line Operations

- A. Employees shall be permitted to select their runs, days off, hours, position on the cover list, or other assignment, within

their classification, within their rating station in accordance with their established rating. The Authority shall determine the number of such picks during any given year, provided however that there shall be a minimum of four (4) picks per year.

- B. There shall be at least 6 days allowed in which to select, unless otherwise agreed upon between the Union and the Authority. Selection shall be made promptly when the respective opportunity occurs and any employee refusing to select promptly shall be assigned to the earliest finishing run remaining unpicked at that time. The supervisor designated to conduct the pick shall choose for any employee legitimately absent at the time the runs are chosen the earliest finishing run, as well as the days off they rate, remaining unpicked at the time of such employee's turn to choose, unless said employee has previously notified the designated picker, in writing, of the delegation to some other person of the right to pick.
- C. To participate in the pick an employee must be on the active duty roster and physically qualified on the date the pick commences.
- D. In the Rapid Transit Line Operations Department part time employees, upon hire

and throughout the training period, may be assigned by the Authority to classifications and lines other than the employee's permanent classification and line. Such cross training shall end upon entering the part time Motorperson classification at which time employees will be permitted to pick their work as provided herein above.

- E. In the Rapid Transit Line Operations Department, full time employees shall be assigned their initial rating station which will be their permanent line. Prior to such permanent assignment, full time employees may be assigned to a train attendant or collector position at a different temporary rating station. Full time employees shall pick their work within their classification and line by seniority as defined above.
- F. The Authority reserves the right to assign Rapid Transit Line Operations employees, in reverse seniority order, to lines or classifications other than their permanent line or classification on a temporary basis to meet service requirements.
- G. Part time employees who are released from training mid rating will be assigned to the cover list for the remainder of the rating period. Days off will be assigned by the Authority.

H. Upon return to work following an absence for any reason, and after the start of the pick, an employee will be placed on the cover list (with his/her picked days off) in accordance with their seniority for the remainder of the rating.

- I. The foregoing provisions shall apply to all classifications within the above referenced Rapid Transit Line Operations seniority units with the exception of Schedule Makers, and Spare Inspector/Chief Inspector.

426 Filling Vacant Runs-Rapid Transit Line Operations

Vacant runs, which the Authority at its discretion desires to fill, shall be filled in accordance with the following rules:

- A. A newly created full time run or any full time run left vacant due to an employee's separation from employment shall be considered permanent for purposes of these provisions.
- B. Permanent vacant full time runs shall be advertised throughout the rating station where the vacancy exists for a period of 14 days giving employees a reasonable opportunity to bid on the vacant run.
- C. Vacant runs shall be filled, in the first instance, by the most senior qualified applicant in the classification in the depart-

ment (e.g. full time motorperson bids on full time vacancy)

- D. After a vacant run has been filled, the Authority shall send the Union a statement containing the names of the successful applicants and their rating dates.
- E. The provisions under Section 426 herein shall apply to all classifications within the above referenced seniority departments with the exception of Schedule Makers, Spare Inspector/Spare Train Starter and Spare Yardmaster / Spare and Chief Inspectors. Permanent vacancies in these classifications shall be filled by the most qualified applicants as determined by the Authority, provided however, that when the Authority determines that qualifications are equal, seniority shall govern. For purposes of training, Spare Train Starters and Spare Yardmasters may be assigned for a period not to exceed one (1) pick without regard to seniority.

427 Assignment to Full-Time Rapid Transit Line Operations

- A. Permanent vacant positions in the full time Motorperson classification shall be filled, in the first instance, by the most senior full time applicant in any classification within the rating station, who was previously trained and qualified as a

Motorperson; provided however that employees who held full time positions prior to the commencement of Authority's cross training procedures shall be exempt from this requirement. If the list of qualified employees is exhausted, the vacant position shall be offered to the most senior part time Motorperson.

- B. Permanent vacant positions in the full time Train Attendant classification shall be filled, in the first instance, by the most senior qualified full time applicant in the Collector classification within the rating station where the vacancy exists. If the vacancy in the full time Train Attendant or Collector classifications remains, it shall be offered next to the most senior part time employee.
- C. Upon hire, Rapid Transit Line Operations employees will select their permanent rating stations (Red, Orange and Blue Lines). Part time employees may be assigned temporarily to job classifications and lines other than their selected, permanent rating stations and they must return in seniority order when a vacancy occurs. Once assigned, part time employees will pick their work within their assigned classification and line by seniority as defined herein above. It is understood that nothing in this provision shall interfere with

the Authority's right to assign part time employees within the various Rapid Transit Line Operations classifications for cross training purposes. Cross training ceases once an employee is made a part-time Motorperson.

- D. Twice each year, in January and July, the Authority shall establish following a posting, a list of Bus Operations and Light Rail Operations employees who wish to take a Vacant entry level position in the Rapid Transit Line Operations Department position and who meet the minimum qualifications for the job as established by the Authority. If, after the foregoing provisions the entry level position in the Rapid Transit Line Operations Department remains, it shall be offered to the most senior person on the then current list. Vacant positions filled pursuant to this provision shall be limited to 51% of vacancies filled during any calendar year. 49% of the vacancies shall be filled at the Authority's discretion unless all names on both lists have been exhausted.
- E. Part time employees who become eligible for assignment to full time while they are out of work due to an on the job injury for which Workers' Compensation was paid, and who desire full time work, will remain in their part time position upon re-

turn to work for the remainder of the rating period. At the next pick they will be awarded a full time position. If the employee has returned to work within one year from leaving work, he/she will be granted a rating date in the full time classification as of the date they would have been awarded the full time position had they not been injured.

428 Filling Temporary Vacant Runs- Rapid Transit Line Operations

In the event the Authority determines, at its sole discretion, to cover runs or otherwise fill a vacant run on a temporary basis the following rules shall apply:

- A. For temporary vacant runs of less than 30 days, the position may be filled by the cover list or on overtime at the Authority's discretion. Vacancies of 30 days or more shall be posted for bid within the rating station where the vacant run exists. Notwithstanding the above, in cases of employees off through illness where, in the judgement of the Authority, there is no immediate prospect of their return at the end of 30 days, their runs shall be advertised in that rating station. In cases where it is known beforehand that an employee is about to be absent for a period of 30 days or more, the run shall be advertised

- at that rating station as soon as possible after the employee becomes absent.
- B. When temporary vacant runs are advertised, all employees on the seniority list, within the classification, at that rating station may pick the vacant runs. The employee getting the vacant run must take the same run and under the same conditions as applied to the employee who originally made the selection. If, at the end of the 14 day period, no application is received from those eligible to apply, then the lowest rating employee on each day's cover list at that station will be rated in on the run but the cover list position thus made vacant will not be advertised.
 - C. If there is more than one run vacant at a rating station and not applied for, the junior employees on the cover list at that station will have the opportunity of choice in order of seniority.
 - D. Temporary vacant runs in cover positions due to illness or any other cause, when not combined with schedule runs, shall not be advertised but the employees on the cover list will be automatically moved up and upon the return of the absent employee, all affected employees will automatically move back to their former relative position.
 - E. On returning to the service, employees

absent as specified above shall be given their former positions and ratings and, if their runs have been filled, affected employees shall take the runs they vacated at the time of such absence until the opportunity occurs for a general selection of runs.

- F. Any employee required to do any work for the Authority which necessitates absence from a regular position may, upon return from said work, be placed in the position and rating in the employ of the Authority to which entitled notwithstanding absence as described above, except as otherwise provided for.
- G. Such employee upon returning, shall select the position on the cover list and days off to which he/she is entitled by seniority until the next picking of runs.

429 Night Runs- Rapid Transit Line Operations

- A. When runs are selected, night runs will be selected as five-day runs, that is, the one who selects the night run will select it as a five-day run and there will be no separate selection for night runs for Saturdays, Sundays or Holidays. All runs starting before 4:00 am. or finishing after 2:00 a.m. shall be known as "night runs" and shall provide for platform or other work not to exceed 6 hours and 55 min-

utes, exclusive of time for reporting, turning-in and making up work, which when added to work; time, shall not exceed total time of 7 hours and 15 minutes for which employees shall receive 8 hours' pay at the regular rate of pay and, for such time as exceeds 7 hours and 5 minutes, shall be paid at the overtime rate of time and one-half. The outside time of a night run shall not exceed 8 hours. A fixed allowance of \$2.00 per day shall be added to the pay of a two-piece night run on the timetable.

- B. Notwithstanding the above, the Authority shall be permitted to post for pick a single day schedule on days when service extends beyond 2:00 a.m. Such runs will be picked and worked for a single day and shall be comprised of 8 hours' pay and up to 7 hours and 50 minutes of platform time plus 10 minutes for report. No such runs shall have outside time exceeding 8 hours. Single day picks shall be limited to 3 occasions per year to be chosen at the Authority's discretion.

**430 Full-Time Scheduled Hours Of Work-
Rapid Transit Line Operations**

- A. The regular work week for full time employees in non miscellaneous classifications shall consist of 5 days of 8 hours of

work inclusive of 10 minutes report for which the employee shall be guaranteed 8 hours of pay; overtime as provided in Section 412 shall be paid for all time worked beyond 8 hours per day or 40 hours per week.

- B. When the first half requires a vehicle to be pulled out, all full-time and part-time Motorpersons and Train Attendants, shall be allowed 10 minutes at the beginning of the day to pull out; and to prepare the vehicle for service. When the second half requires a vehicle to be pulled out the employee will be allowed an additional 5 minutes.
- C. Full time runs for Motorpersons and Train Attendants, shall provide for platform or other work not to exceed 8 hours and 5 minutes, exclusive of time for reporting, turning-in and making-up work, which, when added to work time, shall not exceed total time of 8 hours and 15 minutes, for which employees shall receive 8 hours at the regular rate of pay and, for such time as exceeds hours, shall be paid at the over-time rate of time and one-half.
- D. Layoffs of 30 minutes or less in schedule runs shall be paid for as platform time. Any break in a run of 31 or more minutes shall be considered meal relief.
- E. Employees who select timetable runs and

cover employees who may be listed to timetable runs, who operate the runs in their entirety as shown on timetables, shall receive not less than 8 hours' pay at regular rate.

- F. Employees who do not report on time to start their day's work, except as covered by Section 112 A and B, shall not be paid for the part of their scheduled day's work which they do not perform, but, if given a definite assignment of work in substitution for a part of their scheduled day's work, they shall be paid for such definitely assigned work and for all work performed, including all premium pay applicable to the assignment actually performed. This provision is not to be construed as a requirement that an employee who reports late is entitled to be assigned any work, or that progressive discipline may not be applied.

431 Seniority Rating Towerpersons

Seniority shall be measured -- i.e., ratings established -- in accordance with the following rules:

- A. Employees establish a rating upon first entering a classification (i.e. employees newly entering the Towerperson classification start at the bottom of the Towerperson seniority list); the rating date in that classification is permanently held

upon transfer or promotion into another classification within the department, or upon transfer into another department due to temporary disqualification. Employees transferring out of the department, with the exception noted above, shall forfeit their rating in the Towerperson seniority department.

- B. In the event that more than one employee establishes a rating on the same date, seniority order will be determined by date of first entering a full time classification. In those cases where a list of eligible appointees is created following specialized qualification (for example, including a test or examination) the seniority date of these employees will be determined by the Authority's ranking of them.

432 Filling Vacant Assignments-Towerpersons

Vacant assignments, which the Authority at its discretion desires to fill, shall be filled in accordance with the following rules:

- A. Vacant assignments or any assignment left vacant due to an employee's separation from employment shall be considered permanent for purposes of these provisions.
- B. Permanent vacancies shall be advertised throughout the department where the

vacancy exists for a period of at least 14 days, giving employees within the classification a reasonable opportunity to bid on the position.

- C. The job notice shall include a description of the job, minimum qualifications, hours of work, location, bid closing date and time, and other pertinent information. The postings shall be secured against theft or destruction.
- D. Vacancies shall be filled, in the first instance, by the most senior applicant within the classification.
- E. If the vacancy remains, it shall be offered next to the most senior applicant in any Local 589 bargaining unit classification who meets the minimum qualifications for the job, as established by the Authority.
- F. After a vacancy has been filled, the Authority shall send the Union a statement containing the names of the successful applicants and their rating dates.

433 Towerpersons Selection of Work

Twice a year the Authority will conduct a repick of Towerpersons' work assignments. The Authority reserves the right to assign days off in conjunction with work day assignments for the Towerpersons Position.

434 Towerpersons Performing Orange/Red Line Bungalow Work

The Authority agrees to hire Towerpersons for known work involving the Orange and Red Line Bungalows. In emergency conditions the Authority will assign personnel as required.

**PART FIVE—MISCELLANEOUS
DEPARTMENTS**

500 Probationary Period

When new employees are hired, they shall serve a probationary period of one hundred twenty (120) days actually worked, after which time, if retained in the service, they shall be given their seniority ratings from the date of employment, except that employees of the System Wide Maintenance and Improvements Department hired for seasonal work shall establish seniority ratings only when mutually agreed upon between the Union and the Authority.

501 Temporary Sub-Foremen

Employees assigned to positions in charge of work, with authority to direct other employees working with them, shall be paid the Sub-Foreman's rate while so engaged.

502 Temporary Changes

- A. All employees employed in any department or doing the work of any department are to be paid the regular rates prevailing in that department. An employee working in any department, if called upon in any emergency to perform work in a higher-paid class, shall receive the pay thereafter of such work in the higher class.
- B. Where an employee may be called upon

to temporarily perform work in a lower-paid class, no change in rate of pay shall be made, except that, in lines of work where certain classes of skilled work are intermittently required and the skilled employee would otherwise be laid off, such employee shall receive the pay for the class of work performed.

- C. An employee in the System Wide Maintenance and Improvements Department who works one (1) hour or more in two (2) classifications in any working day shall be paid at the higher rate of pay.
- D. An employee working for more than one (1) hour in a classification which pays a higher rate shall be paid the rate of pay of that classification for the hours and minutes worked in the higher classification. Time shall be computed to the nearest quarter hour.
- E. An employee working in a higher classification more than four (4) hours in the course of a work day shall be paid the rate of the higher classification for the full day.
- F. The provisions of this Section shall not disturb any existing practice which pays the employee the rate of pay of the higher classification for the entire day where the employee works shorter fractional periods of the day than are herein specified.

- G. In the event the Authority fills a position for more than 45 days during any 12 month period on a temporary change basis, the position shall be declared permanently vacant and subject to the posting and bidding requirements established elsewhere in this agreement or under the February 6, 1997 MBTA EEO Compliance Program Agreement.

503 Overtime

- A. The regular work week for full time employees in Miscellaneous classifications shall consist of five (5) days of eight (8) hours of work inclusive of a fifteen (15) minute clean up time for which the employee shall be guaranteed eight (8) hours of pay. Except as otherwise provided in this Agreement, overtime shall carry additional compensation at the rate of fifty (50) percent of the regular rate for all time worked beyond eight (8) hours per day and forty (40) hours per week.
- B. An employee in the System Wide Maintenance and Improvements Department, the Rapid Transit Equipment Maintenance Department, Surface Equipment Maintenance Department and Maintenance Shops Department working sixteen (16) consecutive hours because of relief work or other conditions shall be paid at the

rate of time and one-half after eight (8) hours of work.

- C. An employee who works on the second of his two (2) days off in the same work week, having already worked on the first day off in that work week, shall be paid for such work on his second day off at not less than twice the applicable rate of pay.

504 Regular Night Trackmen

All regular night Trackmen, Rapid Transit Lines, called to report for work and who report and are not assigned to work to the extent of seven (7) hours, inclusive of clean-up and turn-in time, shall receive not less than eight (8) hours' pay, provided they remain on duty as long as required but not to exceed seven (7) hours, inclusive of clean-up and turn-in time.

505 Reports

All employees of the System Wide Maintenance and Improvements Department who report for work at their regular time in stormy weather shall be provided with a full day's work or night's work, as the case may be, but the Authority shall determine the kind of work to be performed. This guarantee shall not apply to any employee who does not wish to perform the kind of work to which the employee may be assigned and such employee shall be paid only for time actually worked.

Employees assigned to overtime work, outside their regular hours, shall be paid at overtime rate only for time worked or held with a guarantee of four (4) hours' pay at flat rate of pay.

506 Loaning from One Division to Another

All employees of the System Wide Maintenance and Improvements Department who are loaned from one division to another for a day or more shall be paid one hour's pay both going to and coming from the division. This does not apply to construction gangs.

507 Meals and Meal Allowances

- A. All employees required to work three (3) hours' overtime immediately after their day's work shall be furnished meals or meal allowances and, if the work continues for a period exceeding three (3) hours, meals or meal allowances shall be furnished every five (5) hours thereafter, provided they are not allowed time to go home.
- B. A meal or meal allowance shall also be furnished each employee in the System Wide Maintenance and Improvements Department, the Rapid Transit Equipment Maintenance Department, Surface Equipment Maintenance Department, Maintenance Shops Department, and the Stockman classification in the Materials Department during the first eight (8) hours

of work when required to work on a day on which the employee was not scheduled to work.

- C. Allowances for meals shall be three dollars and fifty cents (\$3.50).

508 Car Shifting

Car Cleaners performing Car Shifter's work for one (1) or more hours shall be paid at the Car Shifter's rate.

509 Locker Rooms

Suitable rooms shall be furnished in each carhouse, shop, garage or department, with provision for lockers and wash basins.

510 Employees Called Back in Miscellaneous Departments

When employees are called back for work, they shall receive not less than four (4) hours' pay at straight time.

511 Carhouse Employees

Carhouse employees who are displaced as a result of conversion from electrically-powered vehicles to gasoline-powered vehicles shall be considered for employment, to the extent that it is feasible, in any related expansion of the group of employees who do the work on the gas-powered vehicles which corresponds to the work said employees have been performing on electrically-powered vehicles.

512 Night Work

- A. Miscellaneous employees shall receive a night shift premium for work to be performed at night. Compensation which is regularly paid for a day's work shall be paid for a night's work consisting of seven (7) hours, inclusive of clean-up time.
- B. Notwithstanding the above, the night shift in the Rail Equipment and Automotive Maintenance Department shall consist of eight (8) hours, inclusive of a twenty (20) minute paid meal break and ten (10) minutes of paid clean up time. All such time shall be paid at fifteen (15) percent above the applicable straight time hourly rate.

513 Working Conditions—Severe Cold Weather—Night Rapid Transit Lines

Employees in the night Rapid Transit Lines maintenance of way crews of the System Wide Maintenance and Improvements Department will not be required to work outside on regularly assigned work in weather below 20 degrees Fahrenheit at the start of the shift, as determined by the Authority, in except in case of emergency.

514 Licenses to Drive Trucks

Licenses for employees required to drive trucks shall be paid for by the Authority.

515 Automobile Allowance

The Authority shall provide a two dollar (\$2.00) per day car allowance to any Traffic Checker directed by the Chief Traffic Checker to use a personal vehicle in the performance of his duties.

516 Seniority Rating-Equipment Maintenance

Seniority shall be measured -- i.e., ratings established -- in accordance with the following rules and procedures:

- A. Employees establish a rating date upon first entering a classification (i.e. employees newly entering the Rail Repairer or Shifter classifications for example, start at the bottom of the respective lists); The rating date in that classification is permanently held under the following circumstances: (a) upon transfer or promotion into another classification within the department, provided however, that employees voluntarily transferring into a lower paid classification shall go to the bottom of the list; and (b) upon transfer into another department due to temporary disqualification. Except as stated above employees transferring out of the department shall forfeit their rating in the Equipment Maintenance seniority department.
- B. Employees transferring for any reason from one rating station to another shall

take their classification(s) rating with them. Notwithstanding the above, Rail Repairer who voluntarily transfer between a heavy rail rating station and a light rail rating station shall go to the bottom of the list. Voluntary transfers between rating stations occur only when a permanent vacancy is posted for bid.

- C. In the event that more than one employee establishes a rating on the same date, seniority order will be determined by seniority within the department first, and date of hire second. In those cases where a list of eligible appointees is created following specialized qualification (for example, including a test or examination) the seniority date of these employees will be determined by the Authority's ranking of them. (e.g. Revenue Technician, Rail Repairer).

517 Seniority Rating -System Wide Maintenance and Improvements (SMI)

Seniority shall be measured -- i.e., ratings established -- in accordance with the following rule:

- A. Employees establish a rating date upon first entering a classification (i.e. employees newly entering a classification start at the bottom of the list); The rating date in that classification is permanently held under the following circumstances: (a)

upon transfer or promotion into another classification within the department, provided however, that employees voluntarily transferring into a lower paid classification shall go to the bottom of the list; and (b) upon transfer into another department due to temporary disqualification. Except as stated above employees transferring out of the department shall forfeit their rating in the System Wide Maintenance and Improvements seniority department.

- B. In the event that more than one employee establishes a rating on the same date, seniority order will be determined by seniority within the department first, and date of hire second. In those cases where a list of eligible appointees is created following specialized qualification (for example, including a test or examination) the seniority date of these employees will be determined by the Authority's ranking of them.

518 Selection of Work/Picking System Wide Maintenance and Improvements

- A. At least once every two years in November employees shall be permitted to select their rating station (as established under Section 128 herein) and shifts in accordance with seniority.

- B. To participate in the pick an employee must be on the active duty roster and physically qualified on the date the pick commences.
- C. Upon return to work following an absence for any reason, and after the start of the pick, the employee who did not participate in the pick, shall be permitted to pick into his/her desired rating station and shift provided a vacancy exists. If no vacancy exists, the employee will be assigned within classification, at the discretion of the Authority until a permanent vacancy exists at the employee's desired rating station.

All work assignments within classifications will be made at the discretion of the Authority.

519 Filling Vacant Assignments-Equipment Maintenance and System Wide Maintenance and Improvements

Vacant assignments, which the Authority at its discretion desires to fill, shall be filled in accordance with the following rules:

- A. A newly created assignment or any assignment left vacant due to an employee's separation from employment shall be considered permanent for purposes of these provisions.
- B. Permanent vacant assignments shall be

advertised throughout the department where the vacancy exists for a period of at least 14 days, giving employees a reasonable opportunity to bid on the position.

- C. The job notice shall include a description of the job, minimum qualifications, hours of work, location, bid closing date and time, and other pertinent information. The postings shall be secured against theft or destruction.
- D. Vacant assignments shall be filled, in the first instance, by the most senior applicant within the department in the classification to be filled.
- E. For bidding purposes Carhouse Repairer working at heavy rail facilities and Carhouse Repairer working at light rail facilities shall be considered two separate classifications.
- F. If the vacancy remains, it shall be offered next to the most senior applicant in the department who meets the minimum qualifications for the job as established by the Authority. This provision shall not apply to vacancies in the Carhouse Repairer classification.
- G. If the vacancy remains, it shall be offered next by way of posting to the most senior applicant in any Local 589 bargaining unit classification who meets the minimum qualifications for the job as established by

FULL TIME - HIRED ON OR AFTER 4/7/95

000100	One Person Operation (Bus)					
	1st 12 months of service (65%)	13.38	13.91	14.47	15.19	15.80
	2nd 12 months of service (75%)	15.44	16.05	16.70	17.53	18.23
	3rd 12 months of service (85%)	17.49	18.19	18.92	19.86	20.66
	4th 12 months of service (90%)	18.52	19.26	20.03	21.03	21.87
	After 48 months (100%)	20.58	21.40	22.26	23.37	24.30
078800	Revenue Technician					
	1st 12 months of service (65%)	15.54	16.16	16.80	17.64	18.35
	2nd 12 months of service (75%)	17.93	18.65	19.39	20.36	21.17
	3rd 12 months of service (85%)	20.32	21.13	21.97	23.07	24.00
	4th 12 months of service (90%)	21.51	22.37	23.27	24.43	25.41
	After 48 months (100%)	23.90	24.86	25.85	27.14	28.23
067800	Revenue Collection Agent					
	1st 12 months of service (65%)	13.38	13.91	14.47	15.19	15.80
	2nd 12 months of service (75%)	15.44	16.05	16.70	17.53	18.23
	3rd 12 months of service (85%)	17.49	18.19	18.92	19.86	20.66
	4th 12 months of service (90%)	18.52	19.26	20.03	21.03	21.87
	After 48 months (100%)	20.58	21.40	22.26	23.37	24.30

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068400	Revenue Counting Agent					
	1st 12 months of service (65%)	13.38	13.91	14.47	15.19	15.80
	2nd 12 months of service (75%)	15.44	16.05	16.70	17.53	18.23
	3rd 12 months of service (85%)	17.49	18.19	18.92	19.86	20.66
	4th 12 months of service (90%)	18.52	19.26	20.03	21.03	21.87
	After 48 months (100%)	20.58	21.40	22.26	23.37	24.30
089500	Vault Agent					
	1st 12 months of service (65%)	13.38	13.91	14.47	15.19	15.80
	2nd 12 months of service (75%)	15.44	16.05	16.70	17.53	18.23
	3rd 12 months of service (85%)	17.49	18.19	18.92	19.86	20.66
	4th 12 months of service (90%)	18.52	19.26	20.03	21.03	21.87
	After 48 months (100%)	20.58	21.40	22.26	23.37	24.30

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FULL TIME

023500	Surface Lines Dispatcher	25.62	26.64	27.71	29.10	30.26
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**PART TIME HIRED ON OR
AFTER 4/7/95**

001100	One Person Operation (Bus)					
	1st 16 months of service (65%)	13.38	13.91	14.47	15.19	15.80
	2nd 16 months of service (75%)	15.44	16.05	16.70	17.53	18.23
	3rd 16 months of service (85%)	17.49	18.19	18.92	19.86	20.66
	4th 16 months of service (90%)	18.52	19.26	20.03	21.03	21.87
	After 64 months (100%)	20.58	21.40	22.26	23.37	24.30
089700	Vault Agent					
	1st 16 months of service (65%)	13.38	13.91	14.47	15.19	15.80
	2nd 16 months of service (75%)	15.44	16.05	16.70	17.53	18.23
	3rd 16 months of service (85%)	17.49	18.19	18.92	19.86	20.66
	4th 16 months of service (90%)	18.52	19.26	20.03	21.03	21.87
	After 64 months (100%)	20.58	21.40	22.26	23.37	24.30

LIGHT RAIL OPERATIONS

HIRED PRIOR TO 4/7/95

000800	Streetcar Motorperson (LRV) FT (a)	20.79	21.61	22.48	23.60	24.54
000800	Streetcar Motorperson, Pilot's Pay (LRV) FT (a)	21.01	21.85	22.72	23.86	24.81
000900	Streetcar Motorperson (LRV) PT (b)	20.79	21.61	22.48	23.60	24.54
000900	Streetcar Motorperson, Pilot's Pay (LRV) PT (b)	21.01	21.85	22.72	23.86	24.81

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**FULL TIME HIRED ON OR
AFTER 4/7/95**

000800	Streetcar Motorperson (LRV)					
	1st 12 months of service (65%)	13.51	14.05	14.61	15.34	15.95
	2nd 12 months of service (75%)	15.59	16.21	16.86	17.70	18.41
	3rd 12 months of service (85%)	17.67	18.37	19.11	20.06	20.86
	4th 12 months of service (90%)	18.71	19.45	20.23	21.24	22.09
	After 48 months (100%)	20.79	21.61	22.48	23.60	24.54

000800	Streetcar Motorperson, Pilot's Pay (LRV)					
	1st 12 months of service (65%)	13.66	14.20	14.77	15.51	16.13
	2nd 12 months of service (75%)	15.76	16.39	17.04	17.90	18.61
	3rd 12 months of service (85%)	17.86	18.57	19.31	20.28	21.09
	4th 12 months of service (90%)	18.91	19.67	20.45	21.47	22.33
	After 48 months (100%)	21.01	21.85	22.72	23.86	24.81

PART TIME HIRED ON OR AFTER 4/7/95

176	000900	Streetcar Motorperson (LRV)					
		1st 16 months of service (65%)	13.51	14.05	14.61	15.34	15.95
		2nd 16 months of service (75%)	15.59	16.21	16.86	17.70	18.41
		3rd 16 months of service (85%)	17.67	18.37	19.11	20.06	20.86
		4th 16 months of service (90%)	18.71	19.45	20.23	21.24	22.09
		After 64 months (100%)	20.79	21.61	22.48	23.60	24.54
	000900	Streetcar Motorperson, Pilot's Pay (LRV)					
		1st 16 months of service (65%)	13.66	14.20	14.77	15.51	16.13
		2nd 16 months of service (75%)	15.76	16.39	17.04	17.90	18.61
		3rd 16 months of service (85%)	17.86	18.57	19.31	20.28	21.09
		4th 16 months of service (90%)	18.91	19.67	20.45	21.47	22.33
		After 64 months (100%)	21.01	21.85	22.72	23.86	24.81

RAPID TRANSIT OPERATIONS

			<u>FULL TIME HIRED PRIOR TO 4/7/95</u>					
177	000300	Motorperson	FT (a)	20.58	21.40	22.26	23.37	24.30
	000300	Motorperson (Blue Line)	FT (a)	21.40	22.26	23.15	24.30	25.27
		(paid at 104% of Motorperson rate)						
	000600	Yard Motorperson	FT (a)	20.58	21.40	22.26	23.37	24.30
	000400	Train Attendant	FT (a)	20.30	21.11	21.95	23.05	23.97
	015200	Collector	FT (a)	20.05	20.85	21.68	22.76	23.67
038000	Gateperson	FT (a)	20.12	20.92	21.76	22.85	23.76	
013500	Train Clerk	FT (a)	20.17	20.98	21.82	22.91	23.83	

PART TIME HIRED PRIOR TO 4/7/95

	000200	Motorperson	PT (b)	20.58	21.40	22.26	23.37	24.30
	000200	Motorperson (Blue Line)	PT (b)	21.40	22.26	23.15	24.30	25.27
		(paid at 104% of Motorperson rate)						
	000700	Yard Motorperson	PT (b)	20.58	21.40	22.26	23.37	24.30
	000500	Train Attendant	PT (b)	20.30	21.11	21.95	23.05	23.97
	038500	Collector/Gateperson	PT (b)	20.05	20.85	21.68	22.76	23.67

FULL TIME HIRED ON/ AFTER 4/7/95

178	000300	Motorperson							
		1st 12 months of service (65%)	13.38	13.91	14.47	15.19	15.80		
		2nd 12 months of service (75%)	15.44	16.05	16.70	17.53	18.23		
		3rd 12 months of service (85%)	17.49	18.19	18.92	19.86	20.66		
		4th 12 months of service (90%)	18.52	19.26	20.03	21.03	21.87		
		After 48 months (100%)	20.58	21.40	22.26	23.37	24.30		
		000300	Motorperson (Blue Line)						
		1st 12 months of service (65%)	13.91	14.47	15.05	15.80	16.43		
		2nd 12 months of service (75%)	16.05	16.70	17.36	18.23	18.95		
		3rd 12 months of service (85%)	18.19	18.92	19.68	20.66	21.48		
		4th 12 months of service (90%)	19.26	20.03	20.84	21.87	22.74		
		After 48 months (100%)	21.40	22.26	23.15	24.30	25.27		
		000600	Yard Motorperson						
		1st 12 months of service (65%)	13.38	13.91	14.47	15.19	15.80		
		2nd 12 months of service (75%)	15.44	16.05	16.70	17.53	18.23		
	3rd 12 months of service (85%)	17.49	18.19	18.92	19.86	20.66			
	4th 12 months of service (90%)	18.52	19.26	20.03	21.03	21.87			
	After 48 months (100%)	20.58	21.40	22.26	23.37	24.30			

179	000400	Train Attendant							
		1st 12 months of service (65%)	13.20	13.72	14.27	14.98	15.58		
		2nd 12 months of service (75%)	15.23	15.83	16.46	17.29	17.98		
		3rd 12 months of service (85%)	17.26	17.94	18.66	19.59	20.37		
		4th 12 months of service (90%)	18.27	19.00	19.76	20.75	21.57		
		After 48 months (100%)	20.30	21.11	21.95	23.05	23.97		
		015200	Collector						
		1st 12 months of service (65%)	13.03	13.55	14.09	14.79	15.39		
		2nd 12 months of service (75%)	15.04	15.64	16.26	17.07	17.75		
		3rd 12 months of service (85%)	17.04	17.72	18.43	19.35	20.12		
		4th 12 months of service (90%)	18.05	18.77	19.51	20.48	21.30		
		After 48 months (100%)	20.05	20.85	21.68	22.76	23.67		
		038000	Gateperson						
		1st 12 months of service (65%)	13.08	13.60	14.14	14.85	15.44		
		2nd 12 months of service (75%)	15.09	15.69	16.32	17.14	17.82		
	3rd 12 months of service (85%)	17.10	17.78	18.50	19.42	20.20			
	4th 12 months of service (90%)	18.11	18.83	19.58	20.57	21.38			
	After 48 months (100%)	20.12	20.92	21.76	22.85	23.76			

180	013500 Train Clerk					
	1st 12 months of service (65%)	13.11	13.64	14.18	14.89	15.49
	2nd 12 months of service (75%)	15.13	15.74	16.37	17.18	17.87
	3rd 12 months of service (85%)	17.14	17.83	18.55	19.47	20.26
	4th 12 months of service (90%)	18.15	18.88	19.64	20.62	21.45
	After 48 months (100%)	20.17	20.98	21.82	22.91	23.83
		FULL TIME				
180	085200 Towerperson					
	0 - 3 months (80% of top rate)	17.48	18.18	18.90	19.85	20.64
	4 - 6 months (84% of top rate)	18.35	19.08	19.85	20.84	21.67
	7 - 9 months (88% of top rate)	19.23	19.99	20.79	21.83	22.70
	10 - 12 months (91% of top rate)	19.88	20.68	21.50	22.58	23.48
	After 12 months (top rate)	21.85	22.72	23.63	24.81	25.80
180	085200 Towerperson (Tower W)					
	0 - 3 months (80% of top rate)	17.85	18.56	19.30	20.27	21.08
	4 - 6 months (84% of top rate)	18.74	19.49	20.27	21.29	22.13
	7 - 9 months (88% of top rate)	19.63	20.42	21.23	22.30	23.19
	10 - 12 months (91% of top rate)	20.30	21.11	21.96	23.06	23.98
	After 12 months (top rate)	22.31	23.20	24.13	25.34	26.35

181	085300 Spare Towerperson						
	0 - 3 months	corresponds		18.90	19.85	20.64	
	4 - 6 months	with progression		19.85	20.84	21.67	
	7 - 9 months	of Towerperson		20.79	21.83	22.70	
	10 - 12 months	class & rates		21.50	22.58	23.48	
	After 12 months (top rate)		21.85	22.72	23.63	24.81	25.80
		PART TIME HIRED ON/ AFTER 4/7/95					
181	000200 Motorperson						
	1st 16 months of service (65%)	13.38	13.91	14.47	15.19	15.80	
	2nd 16 months of service (75%)	15.44	16.05	16.70	17.53	18.23	
	3rd 16 months of service (85%)	17.49	18.19	18.92	19.86	20.66	
	4th 16 months of service (90%)	18.52	19.26	20.03	21.03	21.87	
	After 64 months (100%)	20.58	21.40	22.26	23.37	24.30	
181	000200 Motorperson (Blue Line)						
	(paid at 104% of Motorperson rate)						
	1st 16 months of service (65%)	13.91	14.47	15.05	15.80	16.43	
	2nd 16 months of service (75%)	16.05	16.70	17.36	18.23	18.95	
	3rd 16 months of service (85%)	18.19	18.92	19.68	20.66	21.48	
	4th 16 months of service (90%)	19.26	20.03	20.84	21.87	22.74	
	After 64 months (100%)	21.40	22.26	23.15	24.30	25.27	

000700	Yard Motorperson					
	1st 16 months of service (65%)	13.38	13.91	14.47	15.19	15.80
	2nd 16 months of service (75%)	15.44	16.05	16.70	17.53	18.23
	3rd 16 months of service (85%)	17.49	18.19	18.92	19.86	20.66
	4th 16 months of service (90%)	18.52	19.26	20.03	21.03	21.87
	After 64 months (100%)	20.58	21.40	22.26	23.37	24.30
000500	Train Attendant					
	1st 16 months of service (65%)	13.20	13.72	14.27	14.98	15.58
	2nd 16 months of service (75%)	15.23	15.83	16.46	17.29	17.98
	3rd 16 months of service (85%)	17.26	17.94	18.66	19.59	20.37
	4th 16 months of service (90%)	18.27	19.00	19.76	20.75	21.57
	After 64 months (100%)	20.30	21.11	21.95	23.05	23.97
038500	Collector/Gateperson					
	1st 16 months of service (65%)	13.03	13.55	14.09	14.79	15.39
	2nd 16 months of service (75%)	15.04	15.64	16.26	17.07	17.75
	3rd 16 months of service (85%)	17.04	17.72	18.43	19.35	20.12
	4th 16 months of service (90%)	18.05	18.77	19.51	20.48	21.30
	After 64 months (100%)	20.05	20.85	21.68	22.76	23.67

BUS, LIGHT RAIL & RAPID TRANSIT OPERATIONS

	<u>SPARE INSPECTORS</u>	<u>FULL TIME</u>				
077000	Spare Inspector (c)	22.42	23.32	24.25	25.46	26.48
046500	Rapid Transit Chief Inspector, Spare (c)	23.45	24.39	25.37	26.64	27.71
047800	Spare Chief Inspector Bus & Light Rail (c)	23.45	24.39	25.37	26.64	27.71

Notes: Pro rata progression credit shall be awarded for all applicable time served as a part time employee.

Credit shall be awarded at the rate of 16 part time months being equal to 12 full time months.

- (a) Full time employees hired prior to 4/7/95 are subject to the following progression:
- | | | | |
|--------------------------|-----------------|--------------------------|------------------|
| 1st 12 months of service | 75% of top rate | 2nd 12 months of service | 85% of top rate |
| 3rd 12 months of service | 95% of top rate | After 36 months | 100% of top rate |
- (b) Part time employees hired prior to 4/7/95 are subject to the following progression:
- | | | | |
|--------------------------|-----------------|--------------------------|------------------|
| 1st 16 months of service | 75% of top rate | 2nd 16 months of service | 85% of top rate |
| 3rd 16 months of service | 95% of top rate | After 48 months | 100% of top rate |
- (c) Wage Rates are determined by Contract with Local 600, MBTA Inspectors Union

600A Instructing Learners

Conductors, Motorpersons, Operators, Train Attendants, Gatepersons, Collectors, and Train Clerks when instructing learners -- \$1.00 per hour in addition to their regular rate.

601 Wage Rates --- Miscellaneous Employees

FULL TIME

SYSTEM WIDE MAINTENANCE & IMPROVEMENTS

184

054000	Laborer					
	1st 6 months of service (set rate)	12.30	12.79	13.30	13.97	14.53
	Next 6 months (75%)	14.06	14.62	15.20	15.96	16.60
	Next 12 months (80%)	14.99	15.59	16.22	17.02	17.70
	Next 12 months (85%)	15.93	16.57	17.23	18.09	18.81
	After 36 months (100%)	18.74	19.49	20.27	21.28	22.13
052600	Trackperson					
	1st 12 months of service (95%)	19.75	20.54	21.36	22.42	23.31
	After 12 months of service (max. of 36 months in E & M progression)	20.79	21.62	22.48	23.60	24.54

052500	Trackperson "A" (Welder) *	20.97	21.81	22.68	23.81	24.76
0051900	System Repairer	21.07	21.91	22.79	23.93	24.89
052800	Maintenance Clerk	21.07	21.91	22.79	23.93	24.89
052900	Equipment Operator	21.96	22.84	23.75	24.94	25.94
066200	Plumber	25.76	26.79	27.86	29.25	30.42

* Incumbents were grandfathered per 8/15/90 E&M Agreement.

FULL TIME AND PART TIME

NON SYSTEM WIDE MAINTENANCE & IMPROVEMENTS

185

	Car Cleaner					
010100	Car Cleaner (entered after 1/14/83)	17.45	18.15	18.88	19.82	20.61
037900	Car Cleaner (entered 8/8/79 1/14/83)	18.21	18.94	19.70	20.69	21.52
038900	Car Cleaner (entered 5/19/76 8/7/79)	18.50	19.24	20.01	21.01	21.85
009500	Car Shifter (FT)	20.34	21.15	22.00	23.10	24.02
006700	Car Shifter (PT)	20.34	21.15	22.00	23.10	24.02

186

	Clerk					
012400	Clerk, Accounting	21.06	21.90	22.78	23.92	24.88
012800	Clerk, Carhouse and Garage	20.30	21.11	21.95	23.05	23.97
013900	Clerk, Information	20.70	21.53	22.39	23.51	24.45
013700	Clerk, Receiving	21.06	21.90	22.78	23.92	24.88
083500	Clerk, Travelers' Assistance (FT)	19.57	20.35	21.16	22.22	23.11
084100	Clerk, Travelers' Assistance (PT)	19.57	20.35	21.16	22.22	23.11
	General Helper					
044100	General Helper (entered after 1/14/83)	17.45	18.15	18.88	19.82	20.61
044000	General Helper (entered prior to 5/23/74)	19.99	20.79	21.62	22.70	23.61
045100	General Helper, Temporary	17.45	18.15	18.88	19.82	20.61

187

069200	Carhouse Repairer					
	1st 12 months of service	17.92	18.64	19.39	20.36	21.17
	2nd 12 months of service	20.29	21.10	21.94	23.04	23.96
	After 24 month	23.90	24.86	25.85	27.14	28.23
070900	Schedule Maker					
	Entry Rate	21.32	22.17	23.06	24.21	25.18
	Rate upon satisfactory evaluation after no less than 12 months	22.34	23.23	24.16	25.37	26.38
	Top rate upon satisfactory evaluation after no less than 24 months	22.97	23.89	24.85	26.09	27.13
076600	Stockperson, Roving	21.03	21.87	22.74	23.88	24.84
087200	Traffic Checker	20.09	20.89	21.73	22.82	23.73
018900	Truck Driver (RTL)	20.50	21.32	22.17	23.28	24.21
018600	Truck and Tractor Driver (RTL)	21.66	22.53	23.43	24.60	25.58

602 Wage Rate Differentials

Differentials in wage rates shall be paid as follows:

- A. All employees, when plowing snow or sanding with Walter or F.W.D Snow Fighters, or other powered snow fighting equipment shall receive one dollar (\$1.00) per hour more than their regular rates of pay, but not less than one (\$1.00) per hour more than the Truck Driver's regular rate of pay; overtime rate for this class of work shall be at time and one-half of the applicable regular rate.
- B. Truck Drivers, when instructing learners, shall receive fifty cents (\$0.50) per hour more than the Truck Driver's regular rate.
- C. The rate of Truck Drivers operating tractor trailers in the SYSTEM WIDE MAINTENANCE AND IMPROVEMENTS DEPARTMENT and the Maintenance Shops Department shall be increased by one dollar (\$1.00) per hour for such time as they devote to such operation.
- D. Trackmen, when doing raker's work on bituminous concrete paving, shall receive ten cents (\$0.10) per hour more than the Trackperson's regular rate.
- E. Qualified licensed Crane Operators, when instructing learners, shall receive fifty cents (\$0.50) per hour above their regular rate.
- F. A differential of seventy five cents (\$0.75) per hour shall be added to the basic hourly rate for Equipment Operators operating a Jet Snow Blower or Production Tamper.
- G. Towerpersons will work a straight eight (8) hour day with no relief and will in turn receive a six dollar (\$6.00) per day premium. The Towerpersons working a the third shift will work a straight eight (8) hour day with no relief and will be covered by the provision in 502 H herein in lieu of the six dollar (\$6.00) per day premium.
- H. Towerpersons working the third shift (all night work) will receive a fifteen (15) percent (of the hourly wage) differential.
- I. Towerpersons will receive Two Dollars (\$2.00) a day as sheet pay only when sheets are filled out. This payment shall not be computed as part of the base rate of pay.

PART SEVEN—FINAL SECTIONS

This Agreement and the provisions hereof shall continue in force and be binding upon the respective parties until and including the thirtieth day of June 2002, and from year to year thereafter unless changed by the Parties. Either of the Parties hereto desiring a change in any Section or Sections of this Agreement shall notify the other Party, in writing, that it desires a change at least one hundred eighty (180) days prior to the thirtieth of June 2002, and, thereafter, at least one hundred eighty (180) days prior to the end of each year, which is the thirtieth day of June. Such notification shall include, in writing, all specific changes desired of either Party.

701 Changes In Agreement

Within ten (10) days of the receipt of notification of desired changes, representatives of the parties shall commence negotiations in an effort to reach mutual agreement upon the changes desired by the Parties.

Upon failure to reach agreement on all the changes desired by the Parties ninety (90) days prior to the expiration of the Agreement, the parties shall submit the disputed issues to final and binding arbitration as provided for in this Agreement, and they shall forthwith take such steps as will assure that the arbitrator will be selected within sixty prior to the expiration of the Agreement. Nothing herein shall preclude the Parties from

continuing to negotiate in an effort to resolve their differences during the period while the procedures for the establishment of arbitration are in process.

This Agreement is subject to the provisions of Chapter 161A of the General Laws of the Commonwealth of Massachusetts.

702 Severability

Each of the provisions of this Agreement is severable. In the event that one or more terms of the Agreement are found to be unenforceable by any court or other tribunal of competent jurisdiction, the remaining provisions shall continue in full force and effect. Either party or both may propose a provision to replace that which has been found unenforceable and should the parties fail to reach agreement on a replacement provision, the impasse shall be resolved through arbitration in accordance with Section 103 of the Agreement.

ATTACHMENT

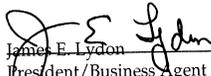
**LOCAL 589, AMALGAMATED
TRANSIT UNION**

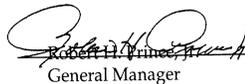
AND

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

SIDE LETTER OF CLARIFICATION

The parties hereby agree and acknowledge that in the event the Massachusetts Bay Transportation Authority installs automatic fare collection machines, employees in the Collectors classification at the time of automation will have their pay and positions protected.


James E. Lydon
President/Business Agent
Local 589, Amalgamated
Transit Union


Robert H. Prince, Jr.
General Manager
Massachusetts Bay
Transportation Authority