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# 840086

Summary of Labor Agreement Changes  
 ~  
 Metropolitan Atlanta Rapid Transit Authority  
 And  
 Amalgamated Transit Union - Local 732

MOU

1. **Effective date/Retro:** The contract is ~~not retroactive~~. Wage increases are not retroactive. Effective date will be the date contract is signed by both parties **OR** July 1, 2002, whichever occurs sooner. Three year agreement.

2. **Wage increases:**

- 1<sup>st</sup> year of agreement - 2%
- 2<sup>nd</sup> year of agreement - 2%
- 3<sup>rd</sup> year of agreement - 3%

2,200

X-7/1/05

Cost of living adjustments proposed by the union were rejected by judicial determination. {wages}

3. **Wage progression:** Extending wage progression from three to four years was affirmed and will apply to all new bargaining unit members. {wage schedule}

4. **LTA:** Abolishment of LTA (lost time accident) was affirmed by judicial determination. {80}

5. **Health Insurance:** Group Insurance Option I recommended by the fact finder was affirmed by judicial determination. Option I includes PPO, HMO and POS managed care plans. Health insurance premiums for employee contribution are increased by 15% for all participants, each calendar year of the contract. Additionally, employees selecting the indemnity plan (non-managed care plan) will pay 50% of the difference between total cost of premiums for the indemnity portion and the average cost of premiums of the Managed Care Plans. {79}

6. **Shift Differential:** Fact Finder's recommendation to reject shift differential for evening and late night shift maintenance employees was affirmed by judicial determination.

7. **PDO:** Fact finder's recommendation to continue negotiation on this issue was affirmed by judicial determination. Current contract language on attendance, occurrences & PPT remain in effect until a new agreement is negotiated on these issues.

5/31/02

7 pages

8. **Revenue:** When full time employment of revenue agents reaches 30 full time employees, MARTA will be allowed to hire a pool of part-time revenue agents equal to 67% of full time revenue agent force. Half of those hired under the 67% rule may be used at anytime. Remainder may be used only during special events –sports, concerts, etc. {289}
  
9. **Expedited Arbitration:** Discharge and suspension grievances may be filed directly to Step 3 of procedures within five (5) working days of the occurrence of the event. {11}
  
10. **Uniforms:** Uniform allowance for operators increased to \$208. through voucher system if zero tax consequences to employees. Otherwise monetary dispensation. {167}
  
11. **Vacancies:** 50% rule unchanged for Bus Maintenance, but extend same rule to Brownsmill {207}
  
12. **Unpaid Lunch break:** Bus Operators with regular routes receive an unpaid lunch break for 20-35 minute period. Less than 20 minutes, lunch break is paid. No lunch breaks for less than 15 minutes. Applies only to Bus Operators. {between 166 & 168}
  
13. **Training Pay:** Journeymen, Technicians and Mechanics assigned to train apprentices will be paid one dollar (\$1.00) per hour additional for the training. {between 228 & 230}
  
14. **Life Insurance:** Increased life insurance to retirees age more than 65 years from \$5000. to \$10,000. Increase life insurance for full time employees and retirees prior to reaching age 65 years to \$40,000. {79-A}
  
15. **Time Tickets:** Time tickets for employees passed over for O.T. assignments in violation of the CBA shall be paid at overtime rates for hours over forty (40). {117}
  
16. **Short Term Disability:** STD increased to \$200. /week {79-B}
  
17. **Clericals:**
  - Increased weekly number of hours work from 37.5 to 40 (straight time). {342}
  - Employees who pass a skill test once, will have satisfied the same qualification requirements when bidding on jobs requiring such skill. No re-testing for same skill test in same grade. Copy of test results retained in employee's file. {Section XLV}

*See supplemental Customer Service Clerical handout/attachment for additional language changes.*

18. Meal tickets: Increase meal tickets to \$5.50. {contract-wide}
  
19. Joint Safety Committee: Est. Joint Safety Committee to meet monthly. Union appts. (2) members. MARTA provides safety training. Committee acts as advisory group to GM/CEO Safety Police Comm.. MARTA pays up to three hours lost time to (2) union reps. who attend monthly safety meetings. {undetermined}
  
20. Funeral leave: Add step-mother and step-father. {63}
  
21. Seniority: New definition. *See Seniority handout/ attachment for summary.* {34}
  
22. Facilities: Change the name, Facilities to Infrastructure throughout CBA. {contract-wide}
  
23. Orientation: ATU will be allotted forty-five minutes during initial hiring of represented employees to conduct orientation. Must be conducted in professional manner no derogatory remarks concerning MARTA. Attendance is voluntary. All expenses borne by ATU. {3}
  
24. LOA for Union Business: For LOA absences expected to exceed (11) work days, ATU officer must provide written notice to employee's supervisor. {24}
  
25. Vacation:
  - Vacation accruals increased to six (6) weeks for employees after completing 30 years of service {39}
  - Provide payment of accrued vacation time to all employees who voluntary resign or retire from MARTA. {43}
  - Do not pay accrued vacation time to employees who are discharged for cause. {43}
  - PT employees with at least (10) months as PT, who accept a full time job prior to serving (12) months, will be paid one (1) week vacation (5 days) payable at (5) hours per day. Time served as a PT employee shall not be used for the purpose of calculating vacation when the employee moves to a FT position. {42}
  - All vacation not taken that exceeds the maximum carry over will be paid to the employee on the last pay period of the year. {47}

26. **Transfer:** Employees remaining in a represented job in a new dept. more than 90 days lose seniority in their former department except: add to parenthesis listing , **redeployment of disabled bargaining unit employees. Ninety day period for employees transferring into apprenticeship program shall commence upon their successful completion of first (6) months of training.** {26}
27. **Holidays:** Whenever holidays fall on a Saturday, the preceding day shall be observed as a holiday. {74}
28. **Payroll Year:** For 2002: 12/15/01 -12/13/02. For 2003: 12/14/02 – 12/26/03 {87}.
29. **Checks:** Employees current rate of pay will be included on check stub. {88}
30. **Mark-Up:** One (1) general mark – up, three (3) divisional mark-ups ordinarily to go into effect in March, June and September each year. Tripper mark-ups are performed in same manner as general and divisional mark-ups. Operators shall be allowed to select trippers during mark-up. {98,99}
31. **Extra brd. tripper mark-ups:** Operators who work extra brd. will not be required to work any attached tripper unless they choose to do so. Operators passed over will be paid for the run and attached tripper. Time tickets must be submitted for pay. {124}
32. **Part time operators:** PT Operators will be passed on to FT provided they have less than six (6) Occurrences or two (2) Preventable Accidents or seven (7) Lose Outs within a twelve (12) month rolling year. {152}
33. **Rolling rights:**
- Employees holding jobs within heavy maintenance or Automotive Technicians, may not roll outside their craft unless no other jobs exist within their respective craft, then the employee may exercise rolling rights within their former Inspector craft. {176}
  - If an employees' original job no longer exists or seniority precludes return to their original job, then they must exercise rolling rts. within original dept. and original craft. {255, Service dept. only}
34. **"AA" Classification:** Air Conditioning Inspectors, Dynameter Operators, Garage Maintenance, Brake Pit Inspectors, **Transmission Specialists and Radio Truck Inspectors and Wheel Chair Lift Inspectors,** will carry "AA" classification. {178}

**35. Stores:**

- **GENERAL:** Stores Dept. provides services for all MARTA maintenance depts, including Bus, Rail & Infrastructure. {312}
- Relief employees (Materials Controllers) may be assigned to either Bus or Rail Stores locations as necessary. {318}

*See supplemental Stores handout/attachment for additional language changes.*

**36. Lead Material Controllers (LMC):** Post job vacancies for (7) days. LMCs who can not perform work due to lack of competency will be disqualified within 90 days and allowed to return to former position, with seniority. If former job is filled by more senior LMC, employee may roll less senior material controller. Man. must provide employee with a review during 1<sup>st</sup> thirty (30) days. {315}

**37. MC Training:** New employees in Stores are in training for 1<sup>st</sup> 90-days. During this time, they will be assigned to various Stores locations and shifts. During 90-days employees not allowed to bid or hold a regular Stores job. After 90-days employees may bid on & rec. jobs according to their seniority. {316}

**38. Stores vacation brd.:** Vacation brds. will be posted & completed before 1<sup>st</sup> pay period of vacation year. {332}

SECTION XLV  
CLERICAL DEPARTMENT

B. All extra work within Customer Information will be rotated within the same class and language (Spanish) within the same shift. Customer Information's extra work shall be rotated within the unit. An extra work board showing the rotation based on seniority, will be posted for review at all times. It will show the number of hours employees are charged with even though they may not work them. Employees will be charged on the extra work board with the extra work whenever it is offered to them and they turn it down. If employees do not have a telephone number listed with MARTA, whenever their time comes to be called for extra work, they will be charged with the extra time if they cannot be contacted. If employees turn down extra work because of illness, the extra time will be charged against them unless they are already on the sick list or any leave. If employees are contacted for extra work, and they decline they will be charged with the time even though the extra work is not performed by someone else. In the event no one is selected for the extra work under the preceding conditions, employees will be drafted by reverse seniority. If Customer Information fails to receive 2 1/2 hours or more notice of an absence before the start of a shift, the absence will be filled in any manner deemed necessary.

C. Employees off sick will report to their supervisor their intention to return to work by 5:00 P.M. the day before they return to work.

Seniority

- A. Definition. Seniority shall be defined as employee length of continuous service and may apply in the following manner as set forth in other provisions of the contract.
- (1) Continuous service with MARTA (Company seniority)
  - (2) Continuous service within a department (Departmental seniority)
  - (3) Continuous service in a job classification (Classification seniority)
- B. Application. Seniority shall apply to the accrual of benefits, job opportunity and job security as set forth in the provisions of this collective bargaining agreement.
- C. Termination. Seniority shall terminate and sever the employment relationship as follows:
- (1) Resignation or retirement
  - (2) Discharge for just cause.
  - (3) Failure to return from layoff or leave of absence
  - (4) Absence due to layoff or inability to perform assigned job for a period of three (3) years or Company seniority, whichever is the lesser.

Stores -

[para 314] Material Controllers in Lead positions have additional responsibilities including coordinating and directing shift activities, revising and adjusting work priorities, and ensuring that all assigned work is completed during the shift. Material Controllers working in Lead positions will receive \$0.55 cents per hour above their applicable rate. When an employee who normally works in a Lead position is off of work for one day or more, the employee(s) working his/her job shall receive Lead position.

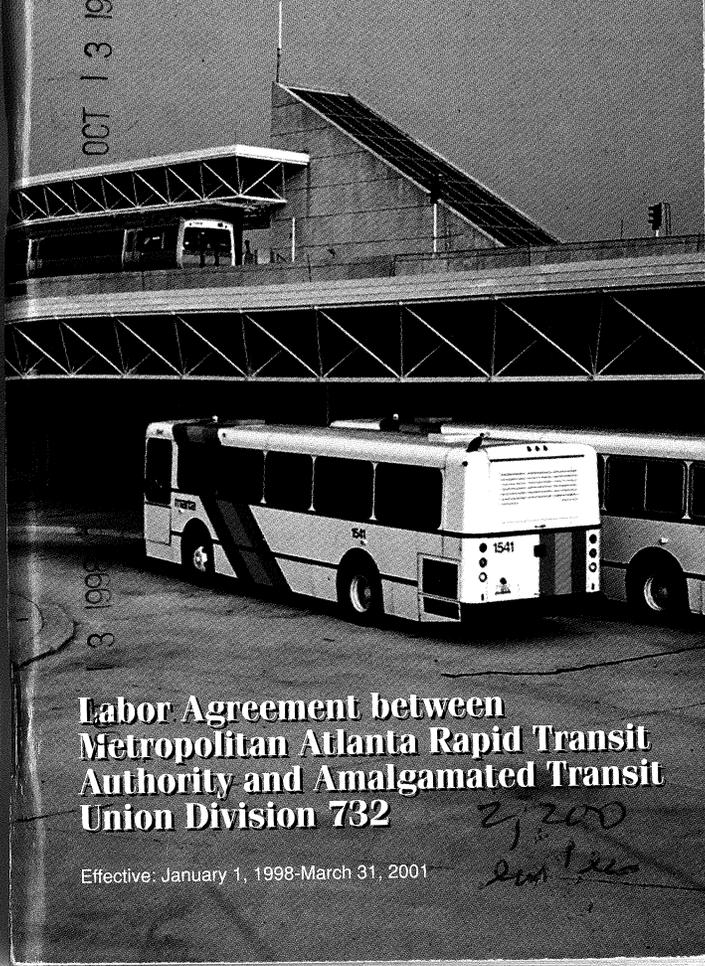
[para 318] Relief jobs will be established on each shift, if staffing permits. Material Controllers who are in relief jobs will provide relief at any Stores location, only on shifts that they normally work. Material Controllers who are in relief jobs will report directly to the job that they are relieving when they have been advised to do so at least four hours before the beginning of their shift. Unless there is an emergency, Material Controllers in relief jobs will not be directed to relieve another job after they have worked one hour in their regular job. When a Material Controller in a relief job is directed to relieve another job, the Material Controller will work the entire shift in the job he/she is relieving.

[para 319] Extra work will be rotated within each Stores location where material Controllers normally work. With the exception of the Brady Sub-Stores and the Avondale S&I Sub-Store , separate extra work boards will be maintained at each Stores location and shall operate without regard to shift. Material Controllers assigned to the Brady Sub-Store will be included with the Perry Sub-Store extra work board and Material Controllers assigned to the Avondale S&I Sub Store will be included with the Avondale Store extra board. A Material Controller who normally works at more than one Stores location will be included on only one extra work board. All extra work will be totaled on the extra work board even if the work was performed at a different Stores location. Extra work boards shall be zeroed out on January 1 of each year.

[para 332] ADD NEW SENTENCE: Vacation boards will be posted and completed before the first pay period of the vacation year.

OCT 13 1998

# 840086



**Labor Agreement between  
Metropolitan Atlanta Rapid Transit  
Authority and Amalgamated Transit  
Union Division 732**

Effective: January 1, 1998-March 31, 2001

2/200  
2/1/98

LABOR AGREEMENT

between

METROPOLITAN ATLANTA  
RAPID TRANSIT AUTHORITY

and

AMALGAMATED TRANSIT UNION  
DIVISION 732

Effective  
January 1, 1998 - March 31, 2001

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## LABOR AGREEMENT

THIS AGREEMENT made and entered into by and between the Metropolitan Atlanta Rapid Transit Authority, its successors, lessees, and assignees, hereinafter for the sake of convenience called "MARTA," party of the first part, and the Amalgamated Transit Union, Division 732, of Atlanta, Georgia, hereinafter for the sake of convenience called the "Union," party of the second part.

Nothing in this agreement shall be construed by the Union, by the employees covered by this agreement, or by MARTA to forego any rights or benefits they may have under the 13-C Agreement and Pension Plan.

WITNESSETH: That for the purpose of facilitating the peaceful adjustment of disputes which may arise from time to time in the operation of the buses and other transportation equipment of MARTA, and the promotion of harmony and efficiency in the departments of MARTA where the members of the Union are employed, the parties hereto contract and agree as follows:

### PART ONE - GENERAL SECTIONS

#### SECTION I RECOGNITION

1. MARTA recognizes the rights of its employees to bargain collectively through representatives of their own choosing, and recognizes the Union as the exclusive representative of the employees in the departments covered by this agreement, for the purpose of collective bargaining with respect to rates of pay, hours of employment, working conditions, and other conditions herein provided.

SECTION II  
BARGAINING UNIT

2. This agreement shall apply only to regular full and part-time represented bus and rail employees of MARTA working in the Transportation Department (Operators), Bus Maintenance Department, Rail Systems Maintenance Department, Facilities Maintenance Department, Service Department, Blockout Department, Revenue Collection Department, Stores Department, Security Department, Clerical Department, Traffic Checkers, and Print Shop (hereinafter sometimes called the "Bargaining Unit"). The wage rates for these employees are shown in exhibits attached to this Agreement.

SECTION III  
MEMBERSHIP

3. All members of the bargaining unit as specified in Paragraph 2, who are on the regular payroll of MARTA, shall be eligible for membership in said Union and have the right to join or not to join the Union as they individually prefer. It is agreed that there shall be no discrimination for or against such employees of said departments on account of membership in the Union or for the exercise of legitimate union activities in connection therewith, and likewise that no such employee of MARTA shall be discriminated against for nonmembership in the Union, and that neither the Union nor employees of MARTA who are members of the Union shall attempt to coerce such employees of MARTA into joining the Union against their will or interfere with them in any way because of failure or refusal on their part to join the Union.

4. All new employees hired to fill any of the jobs covered by this agreement will be considered on trial for the first 60 days of their employment. During this 60-day trial/probationary period, MARTA may, at its option,

extend the trial/probationary period an additional 30 days. During this trial/probationary period such employees must be able to furnish satisfactory bond, show an aptitude for the work in which they are engaged, and the ability and desire to advance. During this 60/90-day trial/probationary period, MARTA may, at its option, dismiss, lay off, or transfer such employees, at its discretion with or without cause. At the end of the trial/probationary period, lose outs (late for work) accrued during the trial/probationary period, will be cleared from the employee's record. The probationary period for operators hired from outside the Authority will start the day they are "passed on." If an employee's probation is to be extended 30 days, the Union will be notified. Employees shall not be eligible to receive the following benefits during their first sixty (60) days of employment: Holidays, Jury Duty, Funeral Leave, Lost Time Accident Pay (LTA), Personal Paid Time (PPT), Life Insurance, Health Insurance, Uniform Allowance, Tool Allowance, or Military Leave. Part-time employees shall not be eligible for applicable health care benefits until after one year of employment. At the end of the first sixty (60) days of employment, the beginning date for accrual for Personal Paid Time (PPT) shall revert to the date of employment.

5. All members of the bargaining unit, as specified in Paragraph 2, shall be represented by the Union when they have completed their 60/90 day trial period, and they shall have the right to join or not to join the Union as they see fit. MARTA seniority of both full-time and part-time employees retained after their trial period shall begin with the date of their first respective full-time or part-time continuous employment.

6. MARTA agrees that it will, during the life of this agreement, honor written voluntary individual membership dues check-off and COPE check-off requests of employees in the jobs covered by this agreement, until such check-off

request is revoked in writing by the employee in accordance with the procedure outlined in this paragraph. Upon receipt by MARTA of a signed authorization, MARTA will deduct the Union initiation, assessment or reinstatement fees, and monthly dues from the pay of each of its employees who have or may hereafter authorize such deductions. The sum so deducted shall be paid monthly to the appropriate financial officer of the Union, together with an itemized statement showing the source of each deduction. All authorized deductions shall be effective and irrevocable for a period of one year or to the termination of this Labor Agreement, whichever occurs sooner. This authorization shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable, unless revoked within 15 days after an irrevocable period hereof. Such revocations shall be effected by written notice sent by Certified or Registered Mail to both MARTA and Union within such 15-day period. However, an employee who transfers to a non-represented status with MARTA may resign from the Union at any time after a three-month waiting period.

7. It is further agreed between MARTA and the Union that if the Statute of the State of Georgia signed by the Governor of Georgia on March 27, 1947, Georgia Laws 1947, Page 616, prohibiting a Union Shop is repealed, held to be invalid, or held to be inapplicable, that the Union may request, and MARTA will then agree, subject to the provisions of Section 8(a)(3) and Section 302 of the Labor Management Relations Act of 1947, that Section III, Paragraphs 5 and 6 as amended June 26, 1946, and 7 of the Agreement between them which expired on April 30, 1947, shall become a part of this Agreement in lieu of applicable paragraphs above.

#### SECTION IV GRIEVANCES

8. MARTA agrees to meet and treat with duly accredited officers and committees that are elected or selected by the Union upon all questions and grievances that may arise between the parties hereto during the life of this contract.

9. Employees of MARTA, members of the Union, who have been reprimanded, suspended or discharged, shall have the right to have their cases taken up by the officers or committee of said Union with the duly accredited officers of MARTA, and in such cases where, upon investigation, it is found and mutually agreed to by the representatives of the Union and representatives of MARTA, that such employees were not reprimanded, suspended or discharged for just cause, they shall be reinstated to their former positions, and MARTA and the Union shall negotiate a proper remedy. MARTA agrees that when employees are to be disciplined for violation of MARTA rules, with the exception of mishandling of fares or accidents, such discipline shall start or the employees otherwise notified within three (3) working days. Where reports of violation of rules other than routine reports of supervision are brought to the notice of MARTA too late to comply with this rule, necessary time shall be taken for investigation.

10. When employees are suspended who report for work, such suspension shall not start until the following day. Nothing herein shall abridge the right of MARTA to lay off employees because of lack of work.

11. A grievance is defined under this agreement as a dispute raised by the Union or an employee in the bargaining unit arising over the interpretation, application, or conditions of the agreement. Should any grievance arise between MARTA and any of MARTA's Union employees, it is agreed that the employees involved shall continue to

perform the work in question unless the employees are in a state of suspension or discharge or it would endanger their life, limb, or the safety of others. The grievance shall be presented in the following manner:

Step 1. The aggrieved employees shall first take the grievance up with their Union official within three (3) working days of the occurrence of the event giving rise to the grievance. If the grievance is not raised during such three (3) working days, it shall be deemed abandoned and not entitled to consideration thereafter.

Step 2. The Union will notify the proper MARTA officials within two (2) working days after being notified by the aggrieved employees. Within five (5) working days after notification to MARTA, the grievance shall be reduced to writing on forms to be made available for such purpose. The grievance shall specify the incident involved and all the facts or alleged facts relied upon to support the contention of the employees. Such grievance shall be physically filed with the Superintendent, Manager or General Foreman and/or such representative of management as they may designate within three (3) working days of the grievance being reduced to writing. The management representative shall reply thereto in writing within five (5) working days of a meeting with the Union's representative. At Management's request, the Union will furnish the contract section relied upon for the grievance.

Step 3. If a settlement is not obtained in Step 2, the grievance shall be referred to the Division Director or designated representative within five (5) working days from the date of the MARTA reply under Step 2. A meeting between the department Director or designated representative and a representative of the Union shall be scheduled within three (3) working days and

a written answer to the grievance shall be given within five (5) working days after such meeting.

Step 4. If a settlement is not obtained in Step 3, the grievance shall be referred to the Director of Labor Relations or designated representative within five (5) working days from the date of the department Director's reply under Step 3. A meeting between the Director of Labor Relations or designated representative and a representative of the Union shall be scheduled within three (3) working days and a written answer to the grievance shall be given within five (5) working days after such meeting. Time limits may be extended by written mutual agreement.

Grievances initiated by the ATU on behalf of some or all of its members (ATU collective grievances) may be presented, in writing, directly to the Director of Labor Relations or designee. The Director of Labor Relations or designee shall answer the grievance, in writing, within thirty working days (30) days after receipt of the grievance.

If the grievance is not settled in Steps 2, 3, or 4 of the grievance procedure and if all of the applicable time limits have been met, then the Union may request in writing that the grievance be submitted to arbitration. The request for arbitration must be made not later than three (3) working days after the next regular Union meeting at which the aggrieved employee could be notified to attend. If the Union does not so request arbitration within the allotted time, the grievance will be considered as having been abandoned.

12. Discipline of an Employee: While MARTA is entrusted with the sole responsibility of investigating disciplinary problems and determining discipline to be utilized, it is agreed that once the amount of discipline has been determined and employees are brought into the office for

the purpose of being disciplined, the employees may, if they specifically request it, have a Union representative present. MARTA will notify the Union of the suspension or discharge as soon as possible after the fact. Such notification shall be in writing and shall include a general description of the reason such action was taken.

#### SECTION V ARBITRATION

13. If, during the period covered by this contract, any disputes arise between MARTA and the Union, or its members, as to the interpretation, meaning or application of any provision of this agreement over which they cannot agree, the same may be submitted to a Board of Arbitration (in accordance with the procedures set forth in Paragraph 11), composed of three (3) persons, one Arbitrator to be chosen by MARTA, one by the Union, and the two Arbitrators thus selected shall choose a third Arbitrator. The Board of Arbitrators so constituted shall hear all evidence and arguments on the points in dispute and the written decision of a majority of the members of the Board of Arbitration shall be binding on the parties hereto. The parties hereto shall each pay the Arbitrator of its own selection, and they shall jointly pay the third Arbitrator and the other legitimate joint expenses of such arbitration, each party paying its own expenses incurred in preparing and presenting its case. In the event of failure of the two Arbitrators to agree upon a third or neutral Arbitrator within ten (10) days after their appointment, then the third Arbitrator shall be selected from a list of seven (7) Arbitrators supplied by the Federal Mediation and Conciliation Service upon request. Lists for discharge cases shall be supplied by the American Arbitration Association (AAA). The AAA streamlined arbitration rules will be used in any arbitration if both sides agree. If the two previously chosen Arbitrators do not mutually agree upon the third from the list of seven within ten (10) days from the time that the 1st

of seven has been submitted by the Federal Mediation and Conciliation Service or the AAA, then the neutral Arbitrator shall be selected by the Union striking one from the list of seven, MARTA striking one, and so on, until one Arbitrator is left on the list, who shall be the neutral Arbitrator. The Arbitration Board shall render its decision within thirty (30) days after the completion of the hearings. Tripartite arbitration boards may be waived with the consent of both parties and the neutral arbitrator may decide the case.

#### SECTION VI LAY-OFFS, RE-EMPLOYMENT AND RETIREMENT

14. When employees are laid off to reduce the service in any department, the last employee hired in the affected department will be the first one laid off, and so on up the list. Any represented employee who transfers from one department to another department, and whose job is subsequently eliminated through a reduction in work force, shall be allowed to return to the last position formerly held with the seniority accrued in the department the employee transferred from. When an increase in employees is necessary, employees who have previously been laid off in the department due to lack of work shall be given preference in accordance with their previous service in that department, provided they are available for work and qualified to fill the job that is open. If there is a doubt on the part of the supervisor as to the employees' immediate qualifications for the job they will be given thirty (30) days in which to demonstrate their qualifications for that job.

15. It is agreed that employees will not lose part of their regular straight time to keep employees with less departmental seniority at work.

16. It is understood that all Federal regulations relating to returning war veterans will be complied with.

**SECTION VII  
MANAGEMENT**

17. The right to hire and discharge employees and the management of MARTA's vehicles, shops, garages, offices, and all other departments, and all of MARTA's properties is reserved by MARTA and shall be vested exclusively in MARTA, and MARTA shall have the right to determine how many employees it will employ or retain in said shops, garages, offices, maintenance work, or in the transportation or other departments, together with the right to exercise full control and discipline in the interest of proper service and the conduct of its business except as expressly restricted in this contract.

**SECTION VIII  
LOYALTY AND EFFICIENCY**

18. Employees of MARTA, members of said Union agree, and this Union agrees, that said members will perform loyal and efficient service in their several departments of work; that they will be attentive to their duties; that they will observe and conform to the rules and regulations of MARTA; that they will comply with the instructions and directions of the officers of MARTA over them; that Operators will operate their vehicles carefully and with the utmost regard at all times for the safety of the passengers and the public; that they will give the riding public courteous and respectful consideration and treatment at all times; that employees will use their influence and best endeavors to protect the property of MARTA and its interests; and, that they will cooperate with MARTA in promoting and advancing the welfare and prosperity of the same at all times.

19. Employees, Board of Arbitration, and Officials of MARTA and the Union shall in all matters pertaining to this agreement take into consideration that MARTA is a public service organization and that the safety and good will of the general public, including the patrons of MARTA, are of primary importance.

**SECTION IX  
NO STRIKES OR LOCKOUTS**

20. The Union and its members agree that during the continuance of this agreement there shall be no strikes, sit-downs, slow-downs or walk-outs, or other concerted cessation or curtailment of work by the Union or its members, it being the mutual desire of both parties hereto to provide uninterrupted and continuous service. Nothing herein, however, is intended to prevent the resignation or discharge of individuals, discharges being subject to review under the conditions and in the manner hereinbefore provided for. MARTA agrees that during the continuance of this agreement there shall be no lock-out.

21. This agreement has been entered into between the contracting parties in recognition of the fact that certain MARTA employees are subject to the overtime provisions of the Fair Labor Standards Act.

**SECTION X  
POSTING RULES**

22. The rules regarding the working conditions of the several departments shall be, from time to time, posted by MARTA in a conspicuous place at the shops, garages, offices or other appropriate places. The rules so posted shall be observed until changed by mutual agreement between the Union and MARTA, or, in the event of a dispute, unless and until changed by arbitration in a manner hereinbefore provided for. A copy of the rules posted by

MARTA shall be sent to the Union at least five (5) days before they take effect, except in cases of emergency.

23. There shall be placed at each reporting place a bulletin board on which this agreement and any change in or supplement thereto shall be posted, and on this bulletin board the Union shall have the right to post notices through which the Union may desire to reach and notify its members.

#### SECTION XI LEAVE OF ABSENCE FOR UNION BUSINESS

24. MARTA agrees that the officers and committees of the Union shall be granted leave of absence on organization business when so requested, except in the case of shortage of employees, and then arrangements will be made to relieve the officers and committee members as soon as possible.

#### SECTION XII MEMBERS OF UNION REINSTATED

25. Members of the Union who are employees of MARTA in one of several departments herein mentioned and who are elected or appointed to an office in Division 732 or to an office in the International Union shall, upon their retirement or demotion from said office, be reinstated to their former positions with full seniority rights in the employment of MARTA in the service of which they were employed, provided they present themselves for reinstatement within 30 days from the date of their retirement from such office.

#### SECTION XIII TRANSFERS

26. Represented employees transferring to represented jobs in other departments who cannot perform the work, due to

lack of sufficient competency, will be disqualified within 90 days and allowed to return to their former positions retaining all seniority rights. Represented employees transferring to represented jobs in other departments who decide to return to their former position, must do so within ninety (90) days in order to retain all of their seniority rights. If they remain on a represented job in a new department for more than 90 days, they lose their seniority in their former department, except as outlined in Section VI (Lay-Offs, Re-employment and Retirement).

27. Represented employees transferring to non-represented positions within their department will have up to ninety (90) days to be accepted by MARTA or decide themselves to return to their former bargaining unit position. If after 90 days they remain in a non-represented position in their department and later return to the bargaining unit, they will be returned to their former position with only the seniority accumulated before leaving the bargaining unit. They will not accumulate seniority for time spent as a non-represented employee.

28. Represented employees transferring to non-represented positions in a different department will have up to ninety (90) days to be accepted by MARTA or decide themselves to return to their former bargaining unit position. If they remain in a non-represented position in a new department more than ninety (90) days, but less than six months, and return to the bargaining unit, they will be returned to their former position with only the seniority accumulated before leaving the bargaining unit. They will not accumulate seniority for time spent as a non-represented employee. If after six (6) months they remain in a non-represented position in a new department, they lose all seniority in the department they left.

29. Part-time employees transferring to full-time jobs who cannot perform the work due to lack of sufficient compe-

tency will be disqualified within ninety (90) days and allowed to return to their former positions retaining all their part-time seniority rights.

30. Qualified bargaining unit employees shall have preference, based on their continuous bargaining unit seniority, for vacant bargaining unit jobs in other departments.

SECTION XIV  
PASSES, ASSAULT INSURANCE AND  
UNION BUTTONS

31. All members of the bargaining unit shall be furnished with passes which entitle them to ride without charge on MARTA's transit services except for certain special services such as sightseeing and charter. These passes shall be used in accordance with the conditions printed thereon.

32. All members of the bargaining unit shall be covered under a "felonious assault" insurance policy for an amount of \$100,000 for each employee. The cost shall be paid by MARTA.

33. Members of the Union shall be allowed to wear their Union buttons at all times while on duty.

SECTION XV  
SENIORITY LISTS

34. There shall be posted on January 1 and July 1 each year a revised seniority list, showing the continued seniority of all employees within each department, at all work locations. Job boards showing work hours, off days, job descriptions, job numbers (where applicable) and the name of employee holding the job shall be posted at all maintenance, service, print shop, and clerical locations where a foreman or supervisor is stationed.

SECTION XVI  
WAGES

35. The wage rates of employees in the bargaining unit are as agreed upon by the parties hereto. Such rates of wages are appended to this agreement and become a part thereof.

36. When a new job is established during the term of this contract, MARTA shall determine if the job is a bargaining unit job and shall immediately establish a rate for the job and notify the Union promptly in writing. If the Union disagrees with the determination and/or the rate established, it may file a written protest with MARTA during the ten (10) working day period immediately following the notice. If no such protest is filed, the rate classification shall become a part of the Wage Schedule. If a written protest is filed as outlined above, the Union and MARTA shall jointly study the job in question and evaluate it with factors and procedures usually used in job evaluation programs and determine if the job is a bargaining unit job and the appropriate rate. If they cannot agree within five working days the Union and MARTA will select an impartial arbitrator in accordance with Section V entitled: "Arbitration," Paragraph 13, of the Labor Agreement and submit the matter to arbitration. Any change in rate so established shall be retroactive to the time the rate was first established by MARTA, provided the job had been filled.

37. If a part-time job is created that duplicates a full-time represented job, the job will be represented and the relevant beginning hourly bargaining unit wage rate paid for the full-time job will be paid for the part-time job.

38. Overtime will be paid for hours actually worked over 40 (37½ for Clerical) in the work week. "Hours actually worked" includes platform time, travel time, report time, and paid intervening time, as defined herein, and other time according to FLSA regulations. Where an employee is paid

for holidays, vacation, jury duty, military leave, or funeral leave, the time not worked but paid will be counted as "hours actually worked."

Give peace a chance.

### SECTION XVII VACATIONS

39. All full-time employees covered by this agreement will receive a paid vacation under the following conditions:

If an employee begins service with MARTA before November 30th, the employee will pick a one week vacation in January of the following calendar year to be taken in the same calendar year and a two week vacation for each subsequent year. If an employee begins service on or after November 30th, the employee will receive a one week vacation during the first calendar year after completion of one year's service and a two week vacation after completion of service for each subsequent year. Furthermore, an employee who has completed accumulated service as stated below with MARTA or its predecessors will receive a vacation in the calendar year of such completion as follows:

<u>Duration of Vacation</u>	<u>Year of Service</u>
3 weeks	5 years
4 weeks	12 years
5 weeks	20 years
6 weeks	33 years

Provided in all cases:

First: In the case of Operators, they have worked as much as 1,352 hours during the calendar year preceding their vacation.

Second: In the case of other employees, that they have worked as much as 65% of the time during the calendar year preceding their vacation.

40. Employees who work 55%-64% of the time during the calendar year preceding their vacation lose one week of their vacation. Employees who work 45%-54% of the time during the calendar year preceding their vacation lose two weeks of their vacation. Employees who work 35%-44% of the time during the calendar year preceding their vacation lose three weeks of their vacation. Employees must work at least 35% of the time during the calendar year preceding their vacation to receive any vacation.

41. Sixty per cent (60%) of time lost (under the requirements of Section XXIV herein) due to lost time accidents shall count as time worked in applying the above work requirements.

42. Part-time employees who have completed one year of service as a part-time employee will be eligible for one week (5 days) of vacation, payable at five (5) hours per day.

43. A vacation may be waived by employees and extra pay received for work during the vacation with the mutual consent of the employees and MARTA. No vacation or vacation pay will be allowed after resignation or discharge for cause. Employees, who have been continuously employed by MARTA for one year, and who are laid off due to scarcity of work before their scheduled vacation begins, will be entitled to vacation pay. In the event such

an employee is recalled to work, they will not be entitled to a vacation for another full year after the date of their return to work.

44. Whenever employees terminate due to regular retirement, early retirement, disability retirement or death, they (or their beneficiaries) shall be paid for the vacation they are entitled to take in the calendar year of termination, less vacation already taken in that year.

45. The vacation pay to be received shall be eight (8) hours (7½ for Clerical) pay per day.

46. While every effort will be made to accommodate employees, vacations will be scheduled by the department heads so as to not interfere with MARTA operation. All vacations will be picked by seniority around the first of the year, except as provided in this paragraph. Employees will be allowed to take one (1) week (five days) of their annual vacation leave one day at a time. The employee shall give MARTA at least three days notice in advance to minimize scheduling complications, or shall comply with the agreed-to administration of scheduling of the vacation one day at a time for his or her division. MARTA, in its discretion, may allow employees to change the date of their vacation, respecting seniority or other agreed-to scheduling provisions for the division.

47. Employees shall be allowed to carry over up to one week of unused vacation into the next year. Carry-over vacation of one through four days may be taken one day at a time. Carry-over vacation of one week (five days) must be taken together. When one week (five days) of vacation is carried over, that week shall be selected after the regular vacation allocation of all other departmental employees has been selected. Carry-over vacation will not accrue. The minimum carry-over is one day and the maximum carry-over is one week.

## SECTION XVIII ATTENDANCE

48. All employees are to report to work as scheduled and are expected to complete their scheduled workday and required overtime. An employee will be charged with an Occurrence when he or she fails to work at least five (5) hours of a scheduled workday for any reason, except those listed below as "Excused Absences." A continuous absence shall be one Occurrence. Absences (Occurrences) separated by five (5) or more hours worked will be considered two Occurrences. Part-time employees must work at least 62.5% (.625 x Hours) of their scheduled workday in order not to be charged with an Occurrence.

49. An employee who accumulates excessive charged Occurrences within a rolling twelve (12) month period will be disciplined as follows:

<u>Occurrences</u>	<u>Discipline</u>
1 - 3	None
4	Verbal Warning
5	Written Warning
6	Final Written Warning*
7	Discharge

\*EAP counseling will be mandatory for the first time an employee incurs 6 Occurrences. This counseling may not be required for subsequent discipline at this level.

50. Recognized "Excused" Absences:

1. Earned Vacation
2. Paid MARTA Holidays
3. Paid Funeral Leave
4. Jury Duty
5. Layoff
6. Job Injury

7. Military Leave
8. Union Business
9. Disciplinary
10. Approved Medical Leave of Absence
11. Approved Emergency Family Member Leave of Absence
12. Required Court Appearances\*

\*Court appearances resulting from an employee's own violations for felony charges will not be excused, unless the employee is found not guilty.

51. An employee who is absent over 20% (52 scheduled working days for full-time employees) of his or her scheduled work time, for any reason(s), will have their absences reviewed by a joint Union-Management Committee. The committee may place the employee on final warning or take other appropriate action based on the individual circumstances.

52. Employees off work for an extended period of time, who are not eligible for an approved Medical Leave of Absence, will be referred to MARTA's Redeployment Program, if appropriate.

53. An employee who is not charged with an Occurrence in any six (6) month period will have the last, most recent, charged Occurrence eliminated. This does not apply to an employee with no charged accumulated Occurrences.

54. An employee with perfect attendance, zero "Occurrences" in any 12 month period, will be eligible for a Bonus Day of pay based on his or her current straight time base rate for eight (8) hours. (7½ hours for at straight time for Full-time Clericals; 5 hours at straight time for part-timers). For the purposes of this calculation, the payment of a Bonus Day starts a new 12 month period. Perfect

attendance means no charged Occurrences and no approved Medical or Emergency Family Member Leaves of Absence.

#### SECTION XIX PERSONAL PAID TIME

55. Personal Paid Time (PPT) shall accumulate for full-time employees at the rate of one day per month with a maximum accumulation of 240 days.

56. PPT may be paid for time not worked when an employee is absent due to illness, personal injury, personal time off, or family emergencies. PPT will not be paid for occupational injury where the employee is receiving LTA pay under provisions Section XXIV.

57. Employees with accumulated PPT, who are absent for one hour or more, up to two consecutive scheduled work-days, are eligible to receive pay for time not worked and will not have to provide a Doctor's excuse. Absences of one through three hours will be paid up to a maximum of twelve hours in a payroll year. Additional absences of one to three hours will be unpaid.

58. Employees who are absent for three (3) or more consecutive workdays due to sickness will be required to have a Doctor's excuse, covering the day(s) of absence beyond the first two (2) days, to return to work and to receive pay for the sick days beyond the first two (2). Such an absence shall be an occurrence under the Attendance Program.

59. An excused Leave of Absence shall be provided under the following conditions:

1. Excused Medical Leave of Absence- When an employee is absent, due to personal sickness or non-work related injury, for six (6) or more consecutive

scheduled workdays and such absence is verified by the employee's physician on MARTA's Leave of Absence form. Accumulated PPT may be used to receive pay for this time not worked. A maximum of three (3) excused Medical Leaves of Absence may be granted in any twelve (12) month period.

2. Excused Emergency Family Member Leave of Absence- When an employee is absent for three (3) or more consecutive scheduled workdays, due to a Family Member's illness or injury that requires the presence of the employee, and such absence is verified by the family member's physician on MARTA's Leave of Absence form. A maximum of three (3) excused Emergency Family Member Leaves of Absence may be granted to an employee in any twelve (12) month period. Each excused Emergency Family Member Leave of Absence may not exceed ten (10) consecutive workdays. "Family Member" is defined as the employee's spouse, parent or unmarried child. In the event that the employee's parents are deceased, or in the event that a grandparent resides with the employee, "Family Member" shall include grandparent in lieu of parent.

60. Employees who are absent for more than two days for valid reasons other than personal or family illness or injury may be allowed to take an unpaid leave of absence, past the two days PPT, providing that Management approval is obtained in advance. The absence will count as an occurrence under the Attendance Program.

61. An employee who has accumulated more than 528 hours PPT, may transfer up to 40 hours of their PPT to another represented employee who has a present need. The employee in need must have exhausted his or her own PPT due to significant illness or long term incapacitation or must be off from work due to significant illness or long term

incapacitation. The number of hours being transferred shall be multiplied by the hourly rate of the employee giving up the hours at the time of the transfer, then divided by the hourly rate of the employee receiving the hours at the time of the transfer, to determine the number of hours to actually be transferred to the employee in need.

62. An employee with ten (10) years or more of continuous MARTA employment, who applies for and is eligible to retire under the terms of the MARTA Union Employees Retirement Plan, may add accumulated PPT to the total credited service calculation for their retirement benefit. However, accumulated PPT cannot be used as a substitute for required time worked to gain an earlier retirement date.

## SECTION XX FUNERAL LEAVE

63. In the event of the death of the spouse, child, step-child, parent, or grandchild of an employee or of the spouse; brother or sister of an employee or of the spouse; grandfather or grandmother of employee or the spouse; the employee will be given up to three (3) days leave of absence for the purpose of attending the funeral.

64. Such three-day period is to be consecutive and shall include the day of the funeral. There shall be no funeral leave pay for regular off-days or days off because of sickness or vacation.

65. Up to two additional days off without pay may be taken consecutively with paid funeral leave in the event of the death of an employee's spouse, parent, or child. Such absence shall not count as occurrence.

66. The compensable time off for funeral leave shall be eight (8) hours pay per day (7½ for Clerical). The com-

pensable time off for funeral leave for part-time employees shall be five (5) hours per day.

#### SECTION XXI HOLIDAYS

67. The following holidays will be allowed: New Year's Day, M. L. King, Jr. Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Employee's Birthday, Anniversary Date for Full-time Employment, and a Picked Holiday. Employees will be allowed to select the Picked Holiday according to their seniority at the annual vacation pick. MARTA will determine and control the number of employees allowed to select the Picked Holiday each day of the year. MARTA, in its discretion, may allow employees to change the date of their Picked Holiday, respecting seniority. Part-time employees shall receive the following holidays, payable at five (5) hours each: First year of employment- their Birthday; Second and subsequent years-their Birthday and Anniversary Date of employment.

68. Employees working on a recognized holiday will be paid an extra day's pay. In the case of an operator working a regular run, this day's pay shall be the same as in that holiday run. Extra operators scheduled for report and/or work on extra runs or trippers will be guaranteed a minimum of 8 hours pay plus time on time for all time worked over 8 hours in addition to the 8 hours holiday pay. Employees other than operators who work on a holiday will be paid as time on time. Employees will not be allowed to pick a regular job on a holiday if it is their scheduled off-day.

69. When a holiday on which employees are entitled to time off with pay falls on their scheduled workday, they shall be paid their regular pay for such time off. When operators lose a day's work on these holidays because of

the holiday boards having fewer runs, they shall be paid 8 hours pay.

70. When a holiday on which an employee is otherwise qualified to receive time off with pay falls on an employee's scheduled off-day, they shall be paid their regular pay for the holiday. In the case of operators, they will receive 8 hours pay.

71. All employees who are scheduled to be off and are called in to work will receive time on time for all time worked plus the 8 hours they would have received had they not worked.

72. Employees off because of sickness or leave of absence do not receive holiday pay for time not worked. An employee must have worked sometime during the week in which a holiday falls in order to be eligible for holiday pay. This restriction only applies to time off for sickness and extended leave of absence.

73. In the Transportation Department, if one of the above named holidays falls on Sunday and the following Monday is observed by Legislative Act as the legal holiday, the holiday conditions above shall prevail on the Monday observed by Legislative Act as the legal holiday but not on the Sunday on which the holiday fell. But if Sunday is observed as a legal holiday by Legislative Act or State Executive Order, then the holiday conditions above shall prevail for that Sunday and not on the following Monday.

74. In departments other than the Transportation Department, whenever any of these holidays shall fall on Sunday, the following day shall be observed as a holiday.

75. In departments other than the Transportation Department, employees on the late night shift will observe

holidays on the shift beginning on the night before the holiday and ending on the morning of the holiday.

76. In all departments, the M. L. King, Jr. Birthday holiday will be observed on the same day as the Federal observance.

77. If a holiday as specified in this contract occurs on a scheduled work day during the vacation of employees, they shall be granted an additional day off with pay, or an additional day's pay, in lieu of such holiday.

#### SECTION XXII JURY DUTY

78. Full-time employees who lose time from their regular assigned work due to jury service will be paid for the time so lost. Regular operators will be paid whatever their regular run calls for. Extra operators will be paid whatever they would have received had they worked with a minimum of an 8:00 hours per day. Employees who have finished their jury duty or are temporarily excused (early) will report back to MARTA each day they are dismissed or excused. No employee who actually serves on a jury will be required to report to work that day. Jury Duty pay, at 5 hrs. per day, shall be paid to part-time employees who lose time from their regular work due to jury service.

#### SECTION XXIII GROUP INSURANCE

79. MARTA will pay the cost of group insurance as follows:

##### A. Life Insurance;

- (1) Full-time Employees; Retirees prior to attaining

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age 65: \$35,000

##### (2) Dependents of Full-Time Employees:

Spouse \$ 2,000

Children \$ 1,000

##### (3) Part-time Employees \$10,000

(4) Retirees after attaining age 65: \$ 5,000

##### B. Accident Insurance;

Short term disability, to be used after sick leave (PPT) is exhausted, will be \$175 per week, after a two (2) week waiting period, for all full-time employees for a maximum of 26 weeks.

##### C. Medical Insurance for Active and Retired Employees;

(1) Active Employees: Full-time employees shall contribute to the cost of their health care, MARTA or HMO, as follows: Employee only- \$35 per month; Employee and one dependent- \$50 per month; and, Employee and two or more dependents-\$65 per month. Part-time employees shall contribute to the cost of their health care, MARTA or HMO, as follows: Employee only-\$31.50; Employee and one dependent-\$45 per month; and, Employee and two or more dependents-\$58.50 per month.

(2) New employees hired and promoted to full-time status, will be required to wait 60 days to be eligible for health insurance; except, part-time

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employees promoted to full-time, who have worked part-time continuously for at least one year, will be eligible for full-time health insurance benefits as of the first day worked in a full-time job.

(3) Employees retiring with a regular, disability, or early (unreduced) retirement pension, and their dependents, shall continue to receive MARTA health benefits, at no cost to the employee, until the employee reaches age 65. Employees retiring with a reduced pension shall receive health care coverage, at no cost to the employee, for the first ten (10) years of retirement. After ten (10) years, if the retiree is not yet age 65 and desires to continue MARTA coverage, the retiree shall pay 50% of the premium cost to continue to be covered. The maximum number of years for a retired employee to receive MARTA health care benefits shall be fifteen (15) or to age 65, whichever comes first.

(4) A Health Maintenance Organization (HMO) shall be offered to employees and their dependents as an alternative to the MARTA health care plan. Any changes in the HMO plan shall be identified prior to an enrollment period and the employee shall have the opportunity to choose between the MARTA plan and the HMO.

(5) MARTA will pay 85% of all covered usual, customary, and reasonable (UCR) medical expenses incurred by active employees and their dependents, other than dependent medical expenses for drug, alcohol and psychiatric care. Lifetime maximum cost to the Authority for medical expenses for employees or their dependents is \$500,000.

(6) MARTA will pay 50% of all covered UCR medical expenses for drug, alcohol and psychiatric care incurred by dependents. The lifetime limit for employees and dependents for drug, and alcohol care shall be \$35,000.

(7) MARTA will pay 70% of all covered, UCR dental expenses for full-time employees. The dental benefits to be provided shall be the same as covered services, with the same exclusions, under MARTA's HMO (Prucare) plan in effect January 1, 1989.

(8) MARTA will pay 73% of all covered, UCR optical expenses for full-time employees. The optical benefits to be provided shall be the same as covered services, with the same exclusions, under MARTA's HMO (Prucare) plan in effect January 1, 1989, except that MARTA shall pay for only one (1) pair of glasses or contact lenses, per year, and for one pair of frames every two (2) years.

(9) MARTA shall pay a maximum of \$720.00 per year for chiropractic care for the employee and each covered dependent.

(10) MARTA shall pay a maximum of \$720.00 per year for podiatry care, including any charges for care of corns, bunions, callouses, nails of the feet, flat feet, fallen arches, weak feet, chronic foot strain, or symptomatic complaints related to the feet, for the employee and each covered dependent.

(11) The stop loss limit per calendar year for medical expenses is \$1,000 per family. Employees or dependents being treated for conditions within the last three months of a year will be allowed to

carry over costs to the following year for stop loss purposes.

(12) The health care plan shall include provisions for managed care.

(13) MARTA shall pay only up to 85% of UCR medical expenses of employees with two (2) group policies, i.e., coordination of benefits.

(14) Dependent children shall be covered up to age 21, and up to age 25, if a full-time student at an accredited school or college/university. Disabled dependents shall continue to be covered if such incapacity commenced prior to their 21st or 25th birthdays, whichever is applicable.

(15) The "birthday rule" shall be used to determine the primary health care provider. MARTA shall be the primary provider if the other carrier is not the primary provider.

(16) MARTA shall institute a prescription drug plan that shall not be a mail-order plan.

(17) Employees receiving Workers' Compensation benefits shall not receive any other health care benefits for the same injury.

(18) Active employees who have attained the age of 65 will continue to be covered by the MARTA group medical insurance plan. However, any benefits received by such active employees under the MARTA plan shall be reduced by any Medicare benefits that they are entitled to receive.

(19) MARTA will offer at no cost to the Authority a Medicare supplement plan for retirees and their

spouses who have attained the age of 65 and over, and medical insurance for spouses and dependents under 65 of retirees at a competitive group rate. This insurance coverage will not in any way be affected by any pre-existing medical conditions.

#### SECTION XXIV INJURY ON JOB

80. When employees accidentally sustain bodily injuries in the performance of their duties under this agreement, MARTA will pay such employees 85% of wages less Worker's Compensation payments for all regular work days (or any portion thereof) lost by employees due solely to such injury. Payment will start after a 2½ day waiting period, except the waiting period will not apply in cases of:

- A. broken bones, cuts, burns or eye injuries
- B. overnight hospitalization
- C. felonious assault
- D. vehicle accidents where injuries can be objectively verified by MARTA's physician.

This payment shall be on an 8 hour day basis (7½ hours for Clerical workers) for a maximum term of 12 months. Part-time employees payment shall be on a five (5) hour per day basis for up to three (3) months during the first year of employment and up to six months thereafter.

81. When employees accidentally sustain bodily injuries in the performance of their duties under this agreement, MARTA will provide employees with reasonable and necessary medical and hospital care.

82. No benefits shall be allowed under this section when such injuries are caused by or due to the willful misconduct of employees.

83. It is agreed that MARTA will pay for lost time from work due to on-duty injury only in such cases where the injured employees notify foreman, supervisor, or dispatcher of their injury before reporting off at the end of the shift on which the injury occurred. Shop employees whose eyes have been exposed to welding rays are excepted from this rule, but they are required to report such injury to their foreman on the day following that on which the injury occurred. Furthermore, in order to receive pay for lost time, injured employees must make a written report of their accident at the first opportunity.

84. Employees off work due to an on-duty injury shall report on a biweekly basis to the appropriate management.

85. All payments under this section shall cease upon the occurrence of any one of the following events:

A. The expiration of twelve (12) months from the date of the accident causing such injuries (does not apply to MARTA's obligation to provide the employee with reasonable and necessary medical care), for full-time employees, or

B. The expiration of three (3) months from the date of the accident causing such injuries (does not apply to MARTA's obligation to provide the employee with reasonable and necessary medical care) during the first year of employment, and the expiration of six (6) months thereafter, for part-time employees, or

C. The death of the employee from any cause, or

D. The recovery of employees to the extent that they, in the opinion of MARTA's physician, are able to resume their regular duties, or

E. Injured employees must accept any work which is offered to them by the division director which is reasonably job-related and which in the judgment of MARTA's physician they are capable of performing. Failure to accept such work shall result in discontinuance of all payments under this section.

#### SECTION XXV MILITARY LEAVE

86. When full-time employees are off on temporary military leave, MARTA will pay the difference between the gross military pay and the pay they would have received for their regular work week. Payment during temporary military leave will be limited to required active duty associated with military reservists' duty and shall not exceed three weeks per year and does not include weekend drills. Regular operators' regular work weeks shall be what they would have received if they had run their regular run. An extra operator's work week shall be 8 hours per day and 40 hours per week. Employees whose military duty is on weekends and who are scheduled to work on weekends will be allowed to work on their off days in the work week in which the military leave occurs, or in another week as mutually agreed between the employee and their supervisor.

#### SECTION XXVI MISCELLANEOUS

87. The payroll year for 1998 is 12/20/97-12/18/98; for 1999, 12/19/98-12/17/99; for 2000, 12/18/99-12/15/2000; and, for 2001, 12/16/2000-12/14/2001. References to "year" in this agreement mean payroll year, unless otherwise noted.

88. Checks will be distributed on alternate Thursdays regardless of whether a holiday falls within the week. The

only exception to this practice will be in cases where a holiday falls on a Thursday payday, in which case checks will be distributed the preceding Wednesday.

89. MARTA will pay the cost of driver's licenses and permits whenever such license or permit is required for the operation of MARTA-owned vehicles. Where an employee received a free or reduced cost license or permit, MARTA will not pay an equivalent cost of a regular license or permit.

90. It is agreed that employees will not be required to perform work of a substantially different character from that reasonably included within their department, unless in the particular case, it is satisfactory to the individual to perform such different work.

91. It is agreed that when employees attend Court on MARTA business, they will be paid one hour, or longer if it takes longer than one hour, at the regular hourly rate until they can return to their regular work. Employees who do not report back to their work, if released from Court during the time of their work, lose the time from the time they were released from Court until the end of their work. When employees are required by MARTA to attend a Court outside of Atlanta and contiguous cities on MARTA business, they shall be paid for one hour and a half at their regular rate, plus the time required for attendance at Court. In Police Court cases, where the employee is obviously not at fault, MARTA will assist the employee with legal help and will subpoena witnesses, if necessary. An employee attending court on their off-day will be paid for all hours in attendance, but not less than five (5) hours (three hours and fifteen minutes for part-time employees), with all such paid hours counting as time worked.

92. Complaints or statements from the public assigned to an employee's personnel file must be signed or otherwise

identified by the complainant, or, in the case of a telephone complaint, be accompanied by the complainant's name, and, bona fide telephone number or address. Exceptions will be occurrences to which the employee admits or occurrences that are investigated and authorized to be placed in the employee's personnel file by the department Director or Assistant Director.

A. Notification: Affected employees will be notified that a complaint has been lodged against them within 24 hours after the complaint is received by MARTA, unless: (1) The 24 hours is not within the employee's regular work day, in which case the 24 hours will start when the employee returns to work; or, (2) If the complaint is received by MARTA after 5:00 P.M. on Thursday, the 24 hour period will begin at 7:00 A.M. on the following Monday.

B. Investigation: An investigation of the complaint will be undertaken as soon as possible.

C. Determination: Upon completion of the investigation by MARTA, the employee will be notified as to whether or not the complaint will be made a part of the employee's record and, if so, the disciplinary action to be taken by MARTA. MARTA will make every reasonable effort to advise the employee of its determination within three (3) working days. At such time, the employee shall sign said report as an indication of the employee's knowledge of such report. Such signing does not necessarily indicate agreement with the report.

93. The number of part-time employees shall not exceed 33.333% of the number of full-time employees in any respective classification; except that the maximum number of part-time Bus Operators shall not exceed 29.165% of the number of full-time Bus Operators.

PART TWO - TRANSPORTATION  
DEPARTMENT

SECTION XXVII  
TIME AND PAY ALLOWANCES

94. Operators training employees will be paid \$1.00 per hour in addition to their regular rate of pay for such training service.

95. Operators will be paid ten (10) minutes time at the beginning of the day for each day worked for the purpose of preparation (report time). In cases where more than one (1) vehicle is taken from a garage in any one day, an additional five (5) minutes time will be paid for each additional scheduled vehicle, except for taking a vehicle to Browns Mill Heavy Maintenance Garage or other garages.

96. Operators who work two or three piece runs where the elapsed time between any two pieces is one hour and 15 minutes or less will be paid for the elapsed time.

97. All operators making out accident reports shall receive one hour's pay. If it takes longer than one hour to make out such reports, they will be paid for such time in excess of one hour. Operators required to complete an Incident Report shall receive thirty (30) minutes pay or the actual time needed to complete the report if it takes over thirty (30) minutes.

SECTION XXVIII  
MARK-UPS

98. MARTA shall adhere, as far as practicable, to two (2) general markups each year, ordinarily to go into effect in January and July, but where important schedule changes are pending, a 30-day extension of time will be allowed. If there are more than six (6) week-day line mark-ups between

two general mark-ups where the total pay time in each line mark-up has been reduced, a general mark-up will be held at the request of the Union. MARTA reserves the right to order a general mark-up at any time. In the general mark-up the principle of general seniority shall be extended to all operators. They shall be given preference in the selection of weekday, Saturday and Sunday runs in accordance with their seniority and without regard to the revision of MARTA's routes as may now, or later, be established. It is understood that the kind of runs to be selected at any mark-up for the weekday schedules by operators shall control the kind of runs selected on Saturday and Sunday. Operators must be present at a mark-up or appoint a representative to select their run. If this is not done, the person in charge of the mark-up shall select the run for them. Operators shall be given the right to select regular runs or the extra board as far as seniority will permit.

99. In the interim between mark-ups, regular operators who must kick in will be allowed to kick in on the extra board provided they have seniority over someone on the extra board. They will then assume the same off days, Saturday and Sunday runs (if any) of the operator they kick. A tripper mark-up shall be executed in the same manner as a general mark-up. Operators selected and trained by the Authority to serve in the capacity of an extra supervisor (including dispatcher, safety instructor, or training instructor) will be relieved of their operator assignment on days they are assigned to supervisor work. On such days, the extra supervisor will not be required or allowed to work as an operator, except in cases where a sufficient number of operators are not available to cover the work. In such cases, the extra supervisor will be assigned work after all other Operators have received their assignment.

100. In the interim between mark-ups, all vacant and additional runs will be posted on the 15th of each month. Bids for these runs must be in by 12:00 Noon on the 18th.

Operators bidding for these runs will be marked on them according to their seniority.

101. The runs left vacant by this bid will be posted on the 19th of each month as 30-day runs, and the extra operators in their division will have until 10:00 A.M. on the 22nd of the month to bid for these runs.

102. Regular operators heading the extra board must kick in for runs by 12:00 Noon on the 12th of the month.

103. Kicking will be performed in the following stages:

Stage 1 - First operators to kick shall inform the dispatcher of the operators and the runs that they are kicking, from 12:00 Noon on the 10th to 12:00 Noon on the 12th. The dispatcher shall have from 12:00 Noon on the 12th until 12:00 Noon on the 15th to inform the operators being kicked in writing.

Stage 2 - Operators kicked in Stage One shall have from 12:00 Noon on the 15th to 12:00 Noon on the 17th to inform the dispatcher of the operators and the runs that they are kicking. The dispatcher shall have from 12:00 Noon on the 17th until 12:00 Noon on the 20th to inform operators being kicked.

Stage 3 - Operators kicked in Stage Two shall work top of the extra board for one month.

104. Dispatchers will make every effort to notify operators being kicked. If contact cannot be made due to the operators being off work for any reason during the notification period, operators will work top of the extra board and the kicking process will stop at this point.

105. If operators are released by MARTA's doctor to return to work by 12:00 Noon on the 10th of the month

they will kick in accordance with Stage One; if released by 12:00 Noon on the 15th of the month, they will kick in accordance with Stage Two; if released after 12:00 Noon on the 15th of the month, they will work the top of the extra board.

106. If there is a line mark-up that goes into effect by 12:00 Noon on the 10th of the month, operators picking under protest will kick according to Stage One; and, if the line mark-up is put into effect by 12:00 Noon on the 15th of the month, operators picking under protest will kick according to Stage Two.

107. All kicks are to take effect on the first day of the first pay period in each month.

108. Operators may select another run at the next monthly mark-up if their run is changed as much as thirty (30) minutes under any of the four following conditions: If the spread is increased as much as 30 minutes, if they are required to go out 30 minutes earlier, if they are required to come in as much as 30 minutes later, or if their pay time is reduced as much as 15 minutes.

109. No pay time will be lost due to line mark-ups for operators picking under protest until they can secure another run.

110. General seniority will be extended to all operators at all mark-ups. All vacant and additional runs in the interim between mark-ups will be posted at the monthly mark-up and bid on according to seniority. Full-time operators with less than six months seniority will not be allowed to pick in any Division except the one they have trained in.

111. It is further agreed that when any route is changed or refigured the operators on said route shall be permitted to bid for runs on that line according to seniority before

changes take effect (except in cases of emergency, but not longer than one day), and if any operator fails to get a run in the same class, the operator so affected shall be permitted to bid for another run in any division according to seniority at the regular monthly mark-up and, in the meantime, such operator shall be allowed to work at the top of the extra board in their Division, or be permitted to choose a run on said line out of class, and run it until the next monthly mark-up if they so desire. If regular operators are figured out of a run and put back on the extra board, at the next monthly mark-up they will be allowed to choose the division in which they shall work. If runs are changed as much as thirty (30) minutes in a line mark-up the operators whose runs are so changed will be allowed to pick another run under protest and run it until the first day of the first pay period of the following month; then they will kick in. If operators are figured out of a of straight run, they will be allowed to work at the top of the extra board if they so desire. Operators picking under protest may withdraw their protest if they notify their dispatcher before the monthly mark-up begins. A notice of the fact that there will be a line mark-up will be posted on the division bulletin board 24 hours or more before the mark-up begins. The Union shall be notified whenever there is to be a line mark-up involving a time change. There shall be no line mark-ups to become effective between the 15th and last day of each month, inclusive.

112. Any operator running a run under protest after a line mark-up will not be allowed to kick in on that line unless no other run is available.

113. In case operators bid for runs at the general mark-up or during the interim, who, in the opinion of the Directors of Transportation or their representative, are incompetent to fill such a run, then the Directors of Transportation or their representative, may decline the applications. Opera-

tors whose applications are so denied shall have the right to have same investigated as hereinbefore provided for.

114. Operators reporting for line mark-ups on their own time shall receive one hour's pay for the time required to select a run. Operators who are agreeable to pick at a line mark-up ahead of the posted time will be paid one hour's pay.

#### SECTION XXIX RUN CLASSIFICATIONS

115. All regularly scheduled weekday, Saturday and Sunday runs for operators shall be classed as follows:

Class 1 - One-piece runs shall pay a minimum of 8 hours.

Class 2 - Two-piece runs shall pay a minimum of 8 hours, and must be completed in a spread of 11 hours.

Class 3 - Three-piece runs shall pay a minimum of 8 hours, and must be completed in a spread of 11 hours, and must contain only one unpaid break.

#### SECTION XXX OVERTIME-PREMIUM AND BONUS TIME

116. Time and one-half will be paid for time worked over 40 hours in a work week. An additional half-time premium will be paid for time worked beyond the prescribed spread of 11 hours. Any intervening time in any run that is paid for will be considered as time worked for determining premium pay.

117. Operators working regular runs out of class will be paid an additional half-time premium for the pay time in the runs.

118. In the computation of time to be paid to Operators assigned to regularly scheduled runs, the make-eight time shall be added to the platform time, travel time, preparation time, and paid intervening time to make up the prescribed minimum eight hour run, before adding the half-time spread premium.

119. In making up schedules there shall not be less than 60% one-piece runs and not more than 5% three-piece runs on weekdays and not less than 90% one-piece runs on Saturdays and not less than 95% one-piece runs on Sundays. Efforts will be made to make as many additional straight runs as possible over and above the guarantee of 60% on weekdays and 90% on Saturdays and 95% on Sundays. If the Union can show MARTA that more runs can be created by reducing the weekday one-piece run requirement below 60%, it may make such a request. Any regular scheduled run with as much as 7 hours and 30 minutes, and less than 8 hours, will be considered a regular run and paid the minimum of 8 hours. Efforts will be made to make the hours of labor as satisfactory as possible. In so doing, if it is necessary to have a few runs with less than 7 hours and 30 minutes, the runs with less than 7 hours and 30 minutes will be considered extra runs and the dispatcher will be required to assign extra operators to such runs each day in a rotating manner. If, however, extra operators desire to bid for these runs, the operators will be permitted to bid these runs, according to their seniority and operators who bid for these runs will not be required to run them more than 30 days.

120. All runs beginning after 12:00 Midnight and before 5:31 A.M. and all runs ending after 8:30 P.M. on weekdays, Saturdays, and Sundays shall be straight runs.

Except, MARTA may establish pieces of work to be worked by part-time operators only that start between 5:00 A.M. and 5:31 A.M. Part-time operators starting between 5:00 A.M. and 5:31 A.M. can work only this piece of work that day. Also, MARTA may establish pieces of work to be worked by part-time operators only that end between 8:30 P.M. and 9:00 P.M. Part-time operators ending between 8:30 P.M. and 9:00 P.M. can work only this piece of work that day. Runs ending at or before 8:30 P.M. shall be classed as day runs, and runs starting after 10:59 A.M. and ending after 8:30 P.M. shall be classed as night runs.

121. When it can be shown by the Union that runs can be improved, these suggestions will be given due consideration and every effort made to improve working conditions from time to time.

122. Operators will work on the basis of five (5) days per week.

123. Operators wishing to be off shall request permission of the Dispatcher before 11:00 A.M. of the day before they wish to be off, and operators returning to duty shall notify the Dispatcher before 11:00 A.M. on the day before they wish to return to duty. The daily assignments sheets will be posted by 11:30 A.M. each day.

124. Regular or extra operators running a tripper in addition to their regular run will be paid two and one-half hours pay (minimum). Regular or extra operators running a tripper on their day off will be paid two and one half hours pay (minimum). Extra operators when running a tripper and working out of class will be paid two and one-half hours pay time (minimum).

125. Regular operators while running trippers will be paid one and one-half hours pay (minimum).

126. On occasions when on-line reliefs are not made as scheduled, due to a lose-out by the relief operator or any other irregularity, it is agreed that MARTA, upon notification of the relief failure, will relieve the operator as soon as it is possible to do so, provided such operator wishes to be relieved. An operator may complete the work provided no operators holding seniority over them are available. (Dispatcher will determine this when operator calls in.) In situations when it is impossible to relieve such operators immediately and the unrelieved operators conscientiously believes they must be off, it is agreed that these unrelieved operators are obligated to perform the following:

Round trip of 1:30 hours or more, one additional round trip.

Round trip of 1:29 hours or less, two additional round trips.

127. Special efforts will be made in each case to relieve the operators at their convenience. After the specified obligations have been met, the operators have the right to take their bus to their designated garage.

#### SECTION XXXI TRAVEL TIME

128. Travel time will be added to work that originates at one location and terminates at a different location.

129. Travel time shall be considered as work time in computing overtime pay.

130. Travel time shall be as follows:

A. Operators required to travel between Perry Boulevard Garage and Bankhead Rail Station, or vice versa, will be paid ten (10) minutes travel time.

B. Operators required to travel between Laredo Drive Garage and Avondale Rail Station, or vice versa, will be paid five (5) minutes travel time.

C. Operators required to travel between Hamilton Boulevard Garage and Lakewood Rail Station, or vice versa, will be paid twenty (20) minutes travel time.

D. Operators required to travel between College Park Rail Station and South Yard, or vice versa, will be paid five (5) minutes travel time.

131. Operators required to travel by train will be paid travel time equal to actual rail train time rounded up to the nearest five (5) minutes. If two (2) trains are used, each actual rail train time will be added together and the sum rounded up to the nearest five (5) minutes.

132. When operators are required to travel on both train and bus, the travel time shall be computed by adding the time called for in paragraphs 130 and 131 together.

133. When an operator is required to travel more than once, and is not paid straight through, then travel time will be paid as provided above in each instance.

134. Operators on report at a garage who are assigned work that originates or terminates away from the garage and the work has no travel time, will be paid one (1) travel time allowance as provided above.

135. Operators whose work originates or terminates at points more than 1,500 feet from a garage or rail station, shall be paid an additional travel time equal to the actual bus travel time to the nearest rail station or garage.

136. Should MARTA construct a new operating facility, the parties agree to commence negotiations relative to travel time for such new facility. These negotiations shall start at least ninety (90) days prior to the operation of revenue service out of the new facility.

#### SECTION XXXII EXTRA BOARD

137. The extra board at each division shall be worked in rotation according to seniority and no operators shall be excused from taking runs that fall to their lot, operators with highest seniority being put out first and each following in seniority rotation. If the entire board does not get out in any one day, the operator next failing to get a run will head the extra board the following day. The operators getting runs will be marked under the operators who did not get runs, each day following, et cetera. Extra operators will be allowed to choose Saturday and Sunday runs according to their seniority. An extra operator who works a complete regular run will be considered a regular operator for that day.

138. When an operator who holds trippers is off for any reason, the dispatcher will post these trippers on the daily assignment sheet in the same manner as a regular run. Extra operators assigned these trippers will be counted out for that day, the same as if they were assigned a regular run.

139. Extra operators shall receive an additional half-time premium for time worked beyond the prescribed spread of 11 hours.

140. The first extra operator reporting at each garage in the A.M. will be guaranteed 8 hours and will complete their work by 1:00 P.M. The second operator reporting at each garage in the A.M. will be guaranteed 8 hours and will complete their work by 3:00 P.M.

141. An extra operator is defined as an operator with insufficient seniority to select a regular weekday run, or an operator who has sufficient seniority to pick a regular weekday run but chooses to work the extra board at the General Mark-up.

142. Extra operators making the required number of daily reports will be guaranteed a minimum of 7 hours pay. This 7 hours is to include pay for reporting, preparation and straight through time for P.M. extra operators or any other pay which they may earn that day. The guarantee time to make up the minimum of 7 hours pay is to be considered as bonus time. Extra operators making all reports in a biweekly (pay) period will be guaranteed 80 hours pay.

143. P.M. extra operators will be paid from the time of their second report until the completion of their day's work. It is not the intention of this paragraph to mean that pay will be granted both for any guaranteed time and other compensated time. It is agreed that such pay will only be granted on whichever of the two bases is greater, not for both.

144. On the holidays in which a holiday schedule board is used the dispatcher will determine the number of extra operators required to report and those not required to report will not be eligible to receive guarantee pay. Operators forced out of a run on holidays will be required to notify the dispatcher at the time of marking up if they intend to work "top of the board" on the holiday.

145. No regular operators will be given work other than their regular runs except when there are no extra operators available who have not received a day's work.

146. Operators requested to work on their off-days or out of class will be given work according to division seniority.

147. All extra operators will choose the division at which they wish to work at each general mark-up.

148. It is agreed that MARTA will not require any operator employed by it to perform work of a substantially different character from that included within the department of transportation in which they are employed. Operators are required to perform duties that would normally be considered within the parameters of the job. Such duties shall include passenger checks, passing out questionnaires, checking vehicles at the end of the line, and collecting lost articles. Operators must also have a basic knowledge of the vehicle they operate.

149. Extra operators required to report and remain on call at the Dispatcher's office will be paid for the time they are held. This time will be considered as time worked and will be used in computing spread time. These operators are not to be paid for both standby report time and guarantee time but only on one basis or the other, whichever is the greater.

150. Any time extra operators are required to make such a report, the operators shall be guaranteed a minimum of one and one-half (1½) hours pay. Any work assigned as a result of this report that is directly connected to this report will be included in the one and one-half (1½) hour guarantee.

### SECTION XXXIII PART-TIME BUS OPERATORS

151. Part-time bus operators will be employed in accordance with the MARTA Act.

152. Part-time bus operators will accrue seniority only within the part-time unit. They will be selected for full-time bus operator positions, provided that in Management's discretion they are qualified, in accordance with their seniority within the part-time operator unit, and before other bargaining unit employees. Part-time operators will be trained on the same basis, have the same probationary period, and have the same beginning rate of pay as full-time bus operators.

153. MARTA reserves the right to set aside work assignments for part-time bus operators. Full-time Operators shall select at mark-ups ahead of part-time Operators.

154. Part-time Operators may be used up to 25 hours per week, but may not be used for special events and the Braves shuttle.

155. Part-time Operators, upon being promoted to full-time shall receive the next step increase effective with their promotion and shall continue to receive time in grade increases of a full-time operator.

### SECTION XXXIV RAIL OPERATORS

156. Management shall train and qualify an appropriate number of Rail Operators over and above the number required to operate the Rail Division. Vacancies in the Rail Division training program will be posted on all Bus Division bulletin boards six weeks before needed by the Rail Division. When posted, Bus Operators who wish to enter

the Rail Operators' training program will sign the list and selection shall be in accordance with system seniority, providing applicant meets all prerequisite qualifications. An operator entering the Rail Operators' training program will receive training as deemed necessary by the Authority.

157. After successfully completing the training program, the operator will be added to the list of qualified rail operators and will be required to remain in the Rail Division for at least eighteen (18) months. Any time an Operator working in rail goes back to bus in less than eighteen (18) months, they will not be allowed to go back to rail for at least thirty-six (36) months.

158. During the training period, regular operators will receive the same hourly rate of pay for the same period of work they would have received had they remained in the Bus Division the day they started training. The training pay to be received by extra operators will be the same they would have received had they worked for those days they have a regular run or trippers as a result of the regular monthly mark-up. Training pay for the days that extra operators have no regular assignments will be paid at 8:00 hours per day at their prevailing rate.

159. The Rail Division will have its mark-ups coordinated with the general mark-ups in the Bus Division. All transfers to and from the Rail Division will be during these mark-ups.

160. Rail qualified operators working in the Bus Division must give a six (6) weeks notice prior to the mark-up if they intend to return to the Rail Division at the mark-up. Once this notice is given the operator must select work in the Rail Transportation Division at the mark-up.

161. Vacancies in the Rail Division at other times will be filled by posting such vacancies on all operating division

bulletin boards for selection by qualified operators according to their seniority.

162. Operators who elect to leave the Rail Division must notify the Authority at least six (6) weeks before the general mark-up. They must leave the Rail Division at the mark-up once they have given notification to leave.

163. The MARTA Rail Transit System has been designed to accommodate one (1) person train operation; therefore, one (1) operator per train will be the normal assignment. Assistance will be provided to the operator with any problems that arise in the course of train operation.

164. Rail Operators will perform in accordance with all established safety rules and regulations, standard operating procedures and special train orders communicated through Central Control or authorized MARTA officials. The operators will be required to carry on their person while on duty certain equipment and supplies, as prescribed by the Authority, necessary for daily operations. The operators will be required to report any and all problems that might arise which could endanger passengers, employees or equipment. Rail Operators must observe the condition of the train by walking through their trains at the end of the lines, noting and recording any vandalism that occurred during that trip. Operators will also collect lost articles, large trash, and newspaper.

165. The operator will be in radio communication with Central Control and will have two way communication between all cars and the train cab. Operators will make or receive necessary P.A. announcements/messages to and from passengers. The normal mode of operation of the train will be automatic. In this mode, the operator will open and close all passenger doors and press the proceed button and monitor all lights and equipment in vehicle cab.

As directed by management, the operator shall be required to manually operate all control functions of the train.

SECTION XXXV  
OPERATOR - MISCELLANEOUS

166. The Union will contract for caps, uniforms, and uniform shirts for all operators, subject to specifications approved by MARTA. Operators may wear lighter caps and uniforms during the summer if they so desire, but such uniforms, caps and shirts must comply with specifications. It is agreed that a black bow or a black four-in-hand tie may be worn. MARTA will enforce the wearing of the specified uniform.

167. MARTA will pay to each operator \$190 annually for a uniform allowance. This payment shall be subject to normal payroll deductions. New operators who have completed the required initial training and have been "passed on," shall receive the full allowance during their first year of employment, but shall receive a pro-rated amount in January of their second year of employment based on the amount of time worked in their first year.

168. MARTA agrees to furnish suitable restroom facilities on each line for the convenience of its employees, and to provide a suitable place for employees to get ice water. MARTA will furnish a current list of such places. MARTA shall also supply a break area at each rail station, wherever feasible.

PART THREE - MAINTENANCE  
DEPARTMENTS

SECTION XXXVI  
BUS MAINTENANCE DEPARTMENT

169. The Bus Maintenance Department shall be a separate department.

170. The regular work week of all Bus Maintenance Department employees shall be 40 hours consisting of 5 consecutive work days. Time worked over 40 hours in a work week will be paid at time and one half rate.

171. Seniority shall be based on the length of continuous service in the Bus Maintenance Department.

172. Crafts shall be Overhauler, Body Repairer, Welder, Machinist, Painter, Automotive Technician, and Inspector. Employees may not roll outside their crafts. However, in the case of vacancy, employees will have the right to bid the job provided they are qualified. Employees may follow their crafts when they are moved regardless of the location. Employees may exercise the right to roll in the various locations within their respective crafts and carry their full seniority in the Bus Maintenance Department with them provided the individuals are competent to fill the job.

173. The entry level job for the Bus Maintenance Department shall be Junior Apprentice, except that when an applicant meets the criteria for entry into the Apprenticeship Program they shall enter as an Apprentice. The Junior Apprentice Program shall be preparatory to the Bus Maintenance Apprentice Program and a part of the Bus Maintenance Department. Junior Apprentices shall enter the Apprentice Program as vacancies occur.

174. The apprenticeship for all Bus Maintenance Department crafts is a maximum of two (2) years.
175. If employees complete a 2 year apprenticeship in a craft, they will be promoted to Journeyman/Inspector in that craft, provided they are qualified.
176. Apprenticeship for Inspectors shall be the same as Apprenticeship for Overhaulers at the Browns Mill Road Plant. In the event of a vacancy in the Overhauler craft, the job will be open for bid to Inspectors, former Inspectors, and qualified employees in other crafts who formerly worked in the garages. The General Foreman will be the judge of whether or not the employee is qualified subject to the grievance procedure. There will be no rolling "into" the Overhauler craft.
177. If employees serve as much as one year in a craft as a Journeyman or Inspector, they will then receive "A" Journeyman or "A" Inspector pay.
178. Air Conditioning Inspectors, Dynamometer Operators, Garage Maintenance Inspectors and Brake Pit Inspectors will carry an "AA" classification.
179. Vacancies within the Bus Maintenance Department will be filled from the Bus Maintenance Department employees.
180. Painting of MARTA buses and other equipment, including buses, automobiles, trucks, and other support equipment shall be performed by the Painter craft. Inspector craft employees may paint wheels only, and may use spray equipment, including a compressor. Small miscellaneous painting, such as painting curbs, safety stripes, arrows, or other roadway markings may be performed by Servicepersons I. (Other painting work involving painting buildings and other facilities shall be performed by Service-

person V employees.) Whenever a painting project is begun, whichever craft of employees starts the project, shall finish that project, including overtime work on that project.

181. Paint Shop employees will be entitled to a pair of suitable shoes, as needed.

182. Employees at Browns Mill Road Plant must report sick within sixty (60) minutes after their regular starting time if they are unable to report to work.

SECTION XXXVII  
RAIL SYSTEMS MAINTENANCE  
DEPARTMENT

183. The Rail Systems Maintenance Department shall be a separate department.

184. The regular work week of all Rail Systems Maintenance Department employees shall be 40 hours consisting of 5 consecutive work days. Time worked over 40 hours in a work week will be paid at time and one half rate.

185. Seniority shall be based on the length of continuous service in the Rail Systems Maintenance Department.

186. Crafts shall be Rail Car Mechanic, ET-Car Maintenance, ET-Train Control, ET-Laboratory, ETComputers, ET-Faregates, ET-Radio, and ET-Telephone. Employees may not roll outside their crafts. However, in the case of vacancy, employees will have the right to bid the job provided they are qualified. Employees may follow their crafts when they are moved regardless of the location. Employees may exercise the right to roll in the various locations within their respective crafts and carry their full seniority in the Rail Systems Maintenance Department with them provided the individuals are competent to fill the job.

187. The entry level job for the Rail Systems Maintenance Department shall be Apprentice.

188. The apprenticeship for the Rail Car Mechanic craft is a maximum of two (2) years. The apprenticeship for Rail Car Mechanic in the Rail Systems Maintenance shall be a maximum of twelve (12) months, providing the employee bidding has previously been an Inspector in the Bus Maintenance Division or Support Equipment Mechanic in the Facilities Maintenance Division. If they have not held either of these jobs, they shall serve a maximum two (2) year apprenticeship. If they have less than six (6) months remaining to complete any apprenticeship, their apprenticeship shall be up to twelve (12) months.

189. If employees complete a 2 year apprenticeship in a craft, they will be promoted to Journeyman in that craft, provided they are qualified. Apprenticeship for Electronic Technicians shall be 2½ years.

190. The apprenticeship for all electronic technician crafts shall be a maximum of eighteen (18) months for employees who have previously held any other electronic technician journeyman job. If they have not held any other electronic technician journeyman job, the apprenticeship shall be a maximum of two and one-half (2½) years including the formal classroom training. Vacancies in the electronic technician crafts will be posted first in the other electronic technician crafts before they are posted Rail System Maintenance Department wide.

191. If employees serve as much as one year in a craft as a Journeyman, they will then receive "A" Journeyman pay.

192. Rail Car Maintenance will be performed by the bargaining unit employees after the cars have been accepted by MARTA. This work includes the removal and the application of warranted parts, but does not include the

repairs to those parts which are the responsibility of the manufacturer.

193. Vacancies within the Rail Systems Maintenance Department will be filled from the Rail Systems Maintenance Department employees.

#### SECTION XXXVIII FACILITIES MAINTENANCE DEPARTMENT

194. The Facilities Maintenance Department shall be a separate department.

195. The regular work week of all Facilities Maintenance Department employees shall be 40 hours consisting of 5 consecutive work days. Time worked over 40 hours in a work week will be paid at time and one-half rate.

196. Seniority shall be based on the length of continuous service in the Facilities Maintenance Department.

197. Crafts in the Facilities Maintenance Department shall be Electrical Power Technician, Electrical Power Electrician, Buildings and Support Equipment Mechanic, Electronic Technician-HVAC, Structural Inspector, Track Maintainer, Track Walker, Tamper Operator, Track Mechanic, and Welder.

198. The entry level job for the Facilities Maintenance Department shall be Apprentice in the respective craft, except for Structural Inspector, Track Walker, and Tamper Operator. The Structural Inspector, Track Walker, Tamper Operator, and Welder positions shall be filled from the Track Maintainer position.

199. The apprenticeship for all Facilities Maintenance Department crafts, except ET crafts, is a maximum of two (2) years.

200. If employees complete a 2 year apprenticeship in a craft, they will be promoted to Journeyman in that craft, provided they are qualified. Apprenticeship for Electronic Technicians shall be 2½ years.

201. The apprenticeship for Buildings and Support Equipment Mechanic shall be a maximum of twelve (12) months, provided the employee bidding has previously been an Inspector in the Bus Maintenance Division or Rail Car Mechanic in the Rail Maintenance Division. If they have not held either of these jobs, they shall serve a maximum two (2) year apprenticeship. If they have less than six (6) months remaining to complete any apprenticeship, their apprenticeship shall be up to twelve (12) months.

202. The apprenticeship for all electronic technician crafts shall be a maximum of eighteen (18) months for employees who have previously held any other electronic technician journeyman job. If they have not held any other electronic technician journeyman job, the apprenticeship shall be a maximum of two and one-half (2½) years including the formal classroom training.

203. If employees serve as much as one year in a craft as a Journeyman they will then receive "A" Journeyman pay.

204. Service Department employees may bid on Apprentice openings in the Track and Structures area. The basic requirement for the Track Apprentice position shall be the same as for Service I, except a high school diploma or equivalent education, is required. The Track Maintainer position shall be filled by employees from the Track Apprentice program, with a minimum of one (1) year as a Track Apprentice, or if necessary, from other applicants with a minimum of two (2) years of previous work experience in the craft.

205. If former Service employees are removed from the Track and Structures area as a result of a cut-back, they may pick existing jobs which they formerly and regularly held in the Service Department with all their seniority, or other jobs in the Service Department according to seniority and given minimum training in the Service Department to qualify for the position. However, former Service employees who choose to return to the Service Department, will return to the Service Department with only the seniority that they had when they left the Service Department.

206. A regular full-time employee performing track work will be provided and will be required to wear high-top safety shoes while on duty. These shoes will be replenished as needed.

SECTION XXXIX  
ALL MAINTENANCE DEPARTMENTS  
GENERAL

207. When employees are needed in the Rail Maintenance Department, Facilities Maintenance Department, or in the Inspector and Welder crafts in the Bus Maintenance Department, MARTA shall offer at least 50% of the number of vacancies, over any rolling two year period, to be filled internally through the apprentice programs. MARTA may hire externally at the Journeyman level up to 50% of the number of vacancies, over any rolling two year period. Vacancies to be filled internally through the apprentice program shall first be posted in the department where the vacancy occurs.

208. When employees are needed in the Overhauler, Body Repairer, Machinist, Painter, and Automotive Technician crafts in the Bus Maintenance Department, journeyman vacancies will be posted within the Bus Maintenance Department.

209. When vacancies are filled internally, if the senior employee bidding the job has not previously been a journeyman or inspector in the craft being bid into, the employee will enter the craft as an apprentice. If the employee has previously been a journeyman or inspector in the craft, they shall enter as a journeyman or inspector. If employees have completed any apprenticeship in either the Bus or Rail Maintenance Departments, they will receive top apprentice pay for the total apprenticeship in the craft they are bidding into. If employees have not completed any apprenticeship in the Rail or Bus Maintenance Departments, they will enter the apprenticeship at the apprentice pay step they are presently in and will continue to get the time-in-grade step increases up to top apprentice pay.

210. The director of each maintenance department or designee shall determine the qualifications of employees for promotion. The promotion to a higher classification in the respective location shall be based on seniority and competency; competency being sufficient, seniority within the respective crafts in the respective section shall prevail. Competency being sufficient, departmental seniority shall prevail in promotions, job pickings, curtailments, layoffs and re-employment, pursuant to Paragraph 14.

211. When promotions are made under the seniority rule and demotions are later made due to incompetency, the employees shall not be permitted to bid the particular job from which they were demoted for at least 12 months but shall retain all other seniority rights.

212. When employees apply for a change of jobs on their seniority rights, they shall make written application to their Supervisor for such change. Such written application must be in their Maintenance Department office by 9:00 A.M. Thursday to be considered for the following week. If applicants are qualified, they will be given the change of jobs requested, same to become effective at the beginning

of the next payroll period or within 15 days from the date of such application. All vacant jobs will be posted at all locations within the respective maintenance departments.

213. Employees bidding jobs shall be required to hold same for a period of 6 months before bidding on any other jobs, except in the case of vacancies, or if the jobs are changed as much as 30 minutes in any way, the jobs will be opened for bid. If the jobs bid are reduced in number of work hours, or working conditions are substantially changed so as to make their jobs less desirable, they may roll again before the 6 months have expired. If jobs are made more desirable by substantially changing the working conditions they will be opened for bids.

214. If vacant jobs are listed as "Vacant for the Week" on a weekly assignment sheet, they will not be subject for bid. Any time these jobs are filled during that week, they will be filled as extra work. This does not, however, prohibit employees returning to work previously off sick, vacation, on jury duty, or other leave of absence to fill their vacant job.

215. "Vacant for the Week" day jobs are to be filled by day shift personnel and "Vacant for the Week" night shift jobs are to be filled by night shift personnel.

216. When employees are transferred from one job to another temporarily, their job shall be open for bid after 12 days if the job is going to be continued. Employees so transferred shall return to their original job when the temporary work is completed.

217. When employees are excused by MARTA for personal business or are off on account of sickness for less than 10 days, their job will not be posted. After 10 days, if jobs are going to be continued, they will be posted. If the jobs are to be filled within 10 days, they will be filled

by shifting employees who are in the same classification, same shift, and same location; or by setting up the senior qualified employees in the next lower classification who are in the same shift, same location; or by calling in employees.

218. Employees off sick, upon their return to duty shall return to their original job, and roll if the job is not in existence. Employees holding a job vacated temporarily or a job vacated because of sickness shall return to their original job when the employee temporarily transferred or off sick returns to their job.

219. Employees who will be absent from work will give notice to their Supervisor at least two and one-half (2½) hours in advance of their regular starting times. Failing to receive such notice, MARTA may, if the vacancy is to be filled, fill the vacancy in the manner deemed necessary. Employees off sick will report to their Supervisor their intention to return to work as follows: day employees shall report by 5:00 P.M. the day before they intend to return to work; early night employees shall report by 1:00 P.M. before returning that evening; and late night employees shall report by 5:00 P.M. before returning that night. Early night employees whose jobs start before 3:00 P.M. will report two and one-half (2½) hours before their regular starting times.

220. If employees are off at any location on any shift and give their Foreman 2½ hours or more notice, and the job is to be filled, the low extra work board employee who is off but who normally works on that shift will be offered the work and so on down the list. If these employees refuse to work or none of them are available, then the low extra work board employees on the other shifts will be offered the work and so on down the list (regardless of whether this is their off-day or they are scheduled to work). If no one

wants the work, the least senior employee who is off will be called in. No double moving of jobs will be allowed.

221. All extra work will be rotated within the same class and within the same shift. A board will be posted at each garage or shop showing rotation of employees for extra work. It will show the number of hours they are charged with even though they may not work them. Employees will be charged on the extra work board with the extra work whenever the extra work is offered to them and they turn it down. If employees do not have a telephone listed with MARTA, whenever their time comes to be called for extra work, they will be charged with the extra time if they cannot be contacted. If employees turn down extra work because of illness, the extra time will be charged against them if they are not already on the sick list. If employees are contacted for extra work, and they decline the extra work, they will be charged with the time even though the extra work is not performed by someone else. The extra work board will begin anew the first of each year.

222. When it is necessary to work an employee extra to complete a job, if it is reasonable to assume that the job can be completed in not more than 2 hours, the employee who is already working that job will be used.

223. Employees not desiring extra work will be excused if it is possible to do so. When employees are required to work on their off day, they will be given at least 4 hours work.

224. Employees held over for three (3) hours or more after their regular quitting time or employees notified less than two (2) hours before they are to report to fill a vacant job will be given a \$4.50 meal ticket.

225. Employees who have completed their regular day's work and are called out again for emergency work within

8 hours of their quitting time will be guaranteed not less than 2½ hours of work, plus one hour pay for travel, plus a \$4.50 meal ticket.

226. Employees required to report ahead of their regular starting time will be paid one hour pay as travel time, plus a \$4.50 meal ticket. Employees called in for emergency work on their off-day will be paid one hour travel time.

227. Employees filling a "vacant job" (regular scheduled jobs shown on the job board), or scheduled to work on their off-day will not be eligible for travel time as they are guaranteed at least four (4) hours work.

228. Employees working in the Apprentice classification will be considered in training for a higher classification and must prepare themselves for higher jobs by special training. When employees have completed the apprenticeship training and applied for a higher classification, they must prove their qualifications by examination and test in the jobs for which they are applying.

229. When employees complete an apprenticeship, they will receive journeyman or inspector pay at the time-in-grade step that gives credit for any journeyman or inspector time in any craft.

230. Apprentices who are disqualified due to lack of competency shall return to their former position.

231. If employees are reduced from Journeyman to Apprentice or are rolled out of their crafts as a result of a cut-back, they then may pick existing jobs which they formerly and regularly held in the Maintenance Department where they work, according to their seniority, provided they are qualified.

232. While employees are temporarily substituting for Foremen they will not be eligible for bargaining unit work.

233. Employees who temporarily substitute for other employees in a higher classification shall be paid at the minimum rate of such higher classification for all time worked in the higher classification. If the time worked is over 40 hours worked in their work week time and one half will be paid. Time worked over their regular day will be posted on the extra work board for extra work rotation purposes.

234. When employees temporarily relieve or substitute for employees in a lower classification, they shall continue to receive the pay of their own classification.

235. Qualified employees shall not be excused from taking jobs which fall to their lot according to seniority.

236. Each mechanic shall be required to furnish certain hand tools required in their craft and MARTA shall provide an \$90.00 tool allowance for this purpose, payable in January of each year, upon completion of trial/probationary period. Hand tools are defined as U.S. standard and metric wrenches, sockets up to 1½ inches, 24 mm, ½ and ¾ inch drive ratchets, screwdrivers, and small hammers. MARTA shall provide air impacts, air drills, sanders, rivet guns, and torque wrenches.

237. Four (4) sets of work clothes will be furnished the first year of employment and a maximum of four (4) sets of work clothes each year thereafter, as needed, will be furnished, to all employees by MARTA. Laundering of five (5) sets of work clothes, if needed, each week, for each employee, will be paid for by MARTA.

238. If employees are required by MARTA to take advanced and/or specialized training (on or off MARTA

premises), employees shall be reimbursed as if they were working for all training time, as well as reimbursed for expenses incurred by the employees.

239. In case of abnormal maintenance emergencies, Maintenance employees may be utilized between divisions to retain continuity of service to the public.

#### PART FOUR - OTHER DEPARTMENTS

##### SECTION XL SERVICE DEPARTMENT

240. This section of the agreement shall apply to regular employees of MARTA in the Service Department. Sections in the Service Department shall be: Service I - Service Employees and Cleaners, Service II - Janitors and Mailmen, Service III - Rail Car Cleaners, Service IV - Hostlers, Service V - Facilities Painters, Service VI - Rail Station Cleaners, and Service VII - Grounds Keepers. The normal work week for full-time employees shall be 40 hours consisting of 5 consecutive work days.

241. All regular employees in the Service Department shall be paid on an hourly basis. Time worked over 40 hours in a work week will be paid at time and one half rate.

242. Regular full-time Hostlers will be entitled to a pair of suitable shoes after two months of hostling; they will be entitled to an additional pair every four months while hostling thereafter, if needed, by approval of Supervisor.

243. Service IV Hostlers who desire to enter the Junior Apprentices Program must pass the Bennett Mechanical Comprehension Test. Service IV Hostlers who do not meet the requirements or who do not desire to enter the Junior

Apprentice Program shall remain part of the Service Department as Service IV Hostlers.

244. Service employees who perform the following work shall be paid Serviceperson I-A rate while performing such work: (a) steam cleaning, (b) operating sand blast equipment, (c) changing tires, and (d) working in the Automotive Shop. Service employees who work in General Maintenance crew performing other than cleaning will be paid the same rate as Service V.

245. Painting work involving painting buildings and other facilities shall be performed by Serviceperson V employees. Small miscellaneous painting, such as painting curbs, safety stripes, arrows, or other roadway markings may be performed by Serviceperson I employees.

246. All extra work will be rotated within the same class and within the same shift. A board will be posted at the Browns Mill Road Plant, Garages, Rail Systems and Facilities Maintenance locations showing rotation of employees for extra work. It will show the number of hours they are charged with even though they may not work them. Employees will be charged on the extra work board with the extra work whenever the extra work is offered to them and they turn it down. If an employee does not have a telephone listed with MARTA, whenever their time comes to be called for extra work, they will be charged with the extra time if they cannot be contacted. If employees turn down extra work because of illness, the extra time will be charged against them if they are not already on the sick list. If employees are contacted for extra work, and they decline the extra work, they will be charged with the time even though the extra work is not performed by someone else. The extra work board will begin anew the first of each year.

247. When it is necessary to work an employee extra to complete a job, if it is reasonable to assume that the job can be completed in not more than 2 hours, the employee who is already working that job will be used.

248. Employees not desiring extra work will be excused if it is possible to do so. When employees are required to work on their off-day, they will be given at least 4 hours work.

249. If employees are off at any location on any shift and give their Foreman 2½ hours or more notice, and the job is to be filled, the low extra board employee who is off but who normally works on that shift will be offered the work and so on down the list. If these employees refuse to work or none of them are available, then the low extra work board employee on the other shifts will be offered the work and so on down the list (regardless of whether this is their off-day or they are scheduled to work). If no one wants the work, the least senior employee who is off will be called in. No double moving of jobs will be allowed.

250. While employees are temporarily substituting for Foremen, they will not be eligible for bargaining unit work.

251. Employees who have completed their regular day's work and are called out again for emergency work within 8 hours of their quitting time will be guaranteed not less than 2½ hours of work plus one hour pay for travel, plus a \$4.50 meal ticket.

252. Employees required to report ahead of their regular starting time will be paid one hour pay as travel time, plus a \$4.50 meal ticket. Employees called in for emergency work on their off-day will be paid one hour travel time.

253. Employees filling a "vacant job" (regular scheduled jobs shown on the job board), or scheduled to work on their

off-days will not be eligible for travel time as they are guaranteed at least four (4) hours work.

254. Employees held over for three (3) hours or more after their regular quitting time or an employee notified less than two (2) hours before they are to report to fill a vacant job will be given a \$4.50 meal ticket.

255. When employees are transferred from one job to another temporarily, their jobs shall be open for bid after 12 days if the job is going to be continued. Employees so transferred shall return to their original jobs when the temporary work is completed.

256. Employees off sick, upon their return to duty shall return to their original jobs, and roll if the jobs are not in existence. Employees holding jobs vacated temporarily or jobs vacated because of sickness shall return to their original jobs when the employees temporarily transferred or off sick return to their jobs.

257. When employees are excused by MARTA for personal business or are off on account of sickness for less than 10 days, their job will not be posted. After 10 days, if the job is going to be continued, it will be posted. If the job is to be filled within 10 days, it will be filled by shifting an employee who is in the same classification, same shift, and same location; or by setting up the senior qualified employee in the next lower classification who is in the same shift, same location; or by calling in an employee.

258. Seniority shall be based on the length of continuous service in the Service Department. Employees may bid a vacant job at any time a vacancy occurs, provided they are qualified. Employees may roll to another job if the working conditions of their job are made less desirable, provided they are qualified. If jobs are made more desirable by substantially changing the working conditions, or the hours

are changed by as much as 30 minutes, the jobs shall be open for bid.

259. Employees who hold a job in the Service Department for a period of 6 months may roll to another job according to their seniority within their section and within their Division. Employees may follow their sections when they are moved regardless of the location.

260. When employees apply for a change of jobs on their seniority rights, they shall make written application to their Foreman for such change. Such written application must be in the Foreman's office by 9:00 A.M. Thursday to be considered for the following week. If applicants are qualified, they will be given the change in jobs requested, same to become effective at the beginning of the next payroll period or within 15 days from the date of such application. All vacant jobs will be posted at all locations.

261. If vacant jobs are listed as "Vacant for the Week" on a weekly assignment sheet, they will not be subject for bid. Any time these jobs are filled during that week, they will be filled as extra work. This does not, however, prohibit employees returning to work previously off sick, vacation, on jury duty, or other leave of absence to fill their vacant job. "Vacant for the Week" day jobs are to be filled by day shift personnel and "Vacant for the Week" night shift jobs are to be filled by night shift personnel.

262. The Director of the Department or their designee shall determine the qualifications of employees for jobs in the respective sections. The promotion to a higher classification in the respective sections shall be based on seniority and competency; competency being sufficient, seniority within the respective sections of the Service Department shall prevail. Competency being sufficient, departmental seniority shall prevail in promotions, job pickings, curtail-

ments, layoffs and re-employment, pursuant to paragraph 14.

263. Employees who temporarily substitute for other employees in a higher classification shall be paid at the minimum rate of such higher classification for all time worked in the higher classification. If the time worked is over 40 hours worked in their work week time and one half will be paid. Time worked over their regular day will be posted on the regular extra work board for extra work rotation purposes.

264. When employees temporarily relieve or substitute for an employee in a lower classification, they shall continue to receive the pay of their own classification.

265. Qualified employees shall not be excused from taking a job which fall to their lot according to seniority.

266. Four (4) sets of work clothes will be furnished the first year of employment and a maximum of four (4) sets of work clothes each year thereafter, as needed, will be furnished to all employees in the Service Department by MARTA. Laundering of five (5) sets of work clothes, if needed, each week, for each employee, will be paid for by MARTA.

267. Employees who will be absent from work will give notice to their Foreman at least two and one-half (2½) hours in advance of their regular starting time. Failing to receive such notice, MARTA may, if the vacancy is to be filled, fill the vacancy in the manner deemed necessary. Employees off sick will report to their Foreman their intention to return to work as follows: day employees shall report by 5:00 P.M. the day before they intend to return to work; early night employees shall report by 1:00 P.M. before returning that evening; and late night employees shall report by 5:00 P.M. before returning that night.

Early night employees whose jobs starts before 3:00 P.M. will report two and one-half (2½) hours before their regular starting time. Employees at Browns Mill Road Plant must report sick within sixty (60) minutes after their regular starting time if they are unable to report to work.

268. When a promotion is made under the seniority rule and a demotion is later made due to incompetency, the employee shall not be permitted to bid the particular job from which the employee was demoted for at least 12 months but shall retain all other seniority rights.

#### SECTION XLI BLOCKOUT DEPARTMENT

269. The Blockout Department shall be a separate department. The regular work week for Blockout Department employees shall be 40 hours, consisting of 5 consecutive workdays. Time worked over 40 hours in a work week will be paid at time and one half rate.

270. An extra work board will be maintained by the General Foreman in each of the operating garages to distribute the extra work on a rotating basis. When no one in the Blockout Department is available, MARTA may fill the vacancy from the "qualified" list within each garage in the Bus Maintenance Department.

271. Vacancies in the Blockout Department will be posted Authority-wide for represented employees to select.

272. Employees who have completed their regular day's work and are called out again for emergency work within 8 hours of their quitting time will be guaranteed not less than 2½ hours of work plus one hour pay for travel, plus a \$4.50 meal ticket.

273. Employees required to report ahead of their regular starting time will be paid one hour pay as travel time, plus a \$4.50 meal ticket. Employees called in for emergency work on their off-day will be paid one hour travel time.

274. Employees filling a "vacant job" (regular scheduled jobs shown on the job board), or scheduled to work on their off-day will not be eligible for travel time as they are guaranteed at least four (4) hours work.

275. Employees held over for three (3) hours or more after their regular quitting time or employees notified less than two (2) hours before they are to report to fill a vacant job will be given a \$4.50 meal ticket.

276. When employees are transferred from one job to another temporarily, their job shall be open for bid after 12 days if the job is going to be continued. An employee so transferred shall return to their original job when the temporary work is completed.

277. Employees off sick, upon their return to duty shall return to their original job, and roll if the job is not in existence. Employees holding a job vacated temporarily or a job vacated because of sickness shall return to their original job when the employees temporarily transferred or off sick return to their job.

278. When employees are excused by MARTA for personal business or are off on account of sickness for less than 10 days, their job will not be posted. After 10 days, if the job is going to be continued, it will be posted. If the job is to be filled within 10 days, it will be filled in accordance with the extra work procedures.

279. Seniority shall be based on the length of continuous service in the Blockout Department.

280. In the case of vacancies, employees will have the right to bid the jobs provided they are qualified. Employees may follow their jobs when they are moved regardless of the location. Employees may exercise the right to roll in the various locations and carry their full seniority in the Blockout Department with them provided the individuals are competent to fill the job.

281. Employees bidding any jobs in the Blockout Department shall be required to hold same for a period of 6 months before bidding on any other jobs, except in case of vacancies, or if the jobs are changed as much as 30 minutes in any way, the jobs will be opened for bid. If the jobs bid are reduced in number of work hours, or working conditions are substantially changed so as to make their jobs less desirable, they may roll again before the 6 months have expired. If jobs are made more desirable by substantially changing the working conditions, they will be opened for bids.

282. When employees apply for a change of jobs on their seniority rights, they shall make written application to their Supervisor for such change. Such written application must be in the Blockout Department office by 9:00 A.M. Thursday to be considered for the following week. If applicants are qualified, they will be given the change in jobs requested, same to become effective at the beginning of the next payroll period or within 15 days from the date of such application. All vacant jobs will be posted at all locations.

283. If employees are off at a location on any shift and give their Foreman 2½ hours or more notice, if the job is to be filled, the low extra work board employee who is off but who normally works on that shift will be offered the work and so on down the list. If these employees refuse to work or none of them are available, then the low extra work board employee on the other shifts will be offered the

work and so on down the list (regardless of whether this is their off-day or they are scheduled to work). No double moving of jobs will be allowed.

284. While employees are temporarily substituting for foremen they will not be eligible for bargaining unit work.

285. Qualified employees shall not be excused from taking jobs which fall to their lot according to seniority.

286. Four (4) sets of work clothes will be furnished the first year of employment and a maximum of four (4) sets of work clothes each year thereafter, as needed, will be furnished all employees in the Blockout Department by MARTA. Laundering of five (5) sets of work clothes, if needed, each week, for each employee, will be paid for by MARTA.

287. Employees who will be absent from work will give notice to their Foreman at least two and one-half (2½) hours in advance of their regular starting time. Failing to receive such notice, MARTA may, if the vacancy is to be filled, fill the vacancy in the manner deemed necessary. Employees off sick will report to their Foreman their intention to return to work as follows: day employees shall report by 5:00 P.M. the day before they intend to return to work; early night employees shall report by 1:00 P.M. before returning that evening; and late night employees shall report by 5:00 P.M. before returning that night. Early night employees whose job starts before 3:00 P.M. will report two and one-half (2½) hours before their regular starting time.

288. Employees who have formerly worked in the Maintenance Department and bid Blockout jobs prior to October 20, 1984, and are forced out due to a layoff or cutback in the Blockout Department may select a job in the Bus Maintenance Department according to their seniority (as if

they had not left the Bus Maintenance Department) and qualifications.

SECTION XLII  
REVENUE COLLECTION DEPARTMENT

289. Revenue Agents shall be considered as one seniority unit.
290. The normal work week shall be 40 hours consisting of 5 consecutive work days. Time worked over 40 hours in a work week will be paid and time and one half rate.
291. All extra work will be rotated within the same class and within the same shift. A board will be posted within the Revenue Department showing rotation of employees for extra work. It will show the number of hours they are charged with even though they may not work them. Employees will be charged on the extra work board with the extra work whenever the extra work is offered to them and they turn it down. If employees do not have a telephone listed with MARTA, whenever their time comes to be called for extra work, they will be charged with the extra time if they cannot be contacted. If employees turn down extra work because of illness, the extra time will be charged against them if they are not already on the sick list. If employees are contacted for extra work, and they decline the extra work, they will be charged with the time even though the extra work is not performed by someone else. The extra work board will begin anew the first of each year.
292. When it is necessary to work an employee extra to complete a job, if it is reasonable to assume that the job can be completed in not more than 2 hours, the employee who is already working that job will be used.

293. Any employee not desiring extra work will be excused if it is possible to do so. When employees are required to work on their off-days, they will be given at least 4 hours work.

294. If employees are off at any location on any shift and give their Supervisor 2½ hours or more notice, if the job is to be filled, the low extra work board employee who is off but who normally works on that shift will be offered the work and so on down the line. If these employees refuse to work or none of them are available, then the low extra work board employee on the other shifts will be offered the work and so on down the line (regardless of whether this is their off-day or they are scheduled to work). If no one wants the work, the least senior employee will be called in. No double moving of jobs will be allowed.

295. Employees who have completed their regular day's work and are called out again for emergency work within 8 hours of their quitting time will be guaranteed not less than 2½ hours of work plus one hour pay time for travel, plus a \$4.50 meal ticket.

296. Employees required to report ahead of their regular starting time will be paid one hour pay as travel time, plus a \$4.50 meal ticket. Employees called in for emergency work on their off-days will be paid one hour travel time.

297. Employees filling a "vacant job" (regular scheduled jobs shown on the job board), or scheduled to work on their off-days will not be eligible for travel time as they are guaranteed at least four (4) hours work.

298. Employees held over for three (3) hours or more after their regular quitting time or employees notified less than two (2) hours before they are to report to fill vacant jobs will be given a \$4.50 meal ticket.

299. When employees are transferred from one job to another temporarily, their jobs shall be open for bid after 12 days if the jobs are going to be continued. Employees so transferred shall return to their original jobs when the temporary work is completed.

300. Employees off sick, upon their return to duty shall return to their original jobs, and roll if the jobs are not in existence. Employees holding jobs vacated temporarily or jobs vacated because of sickness shall return to their original jobs when the employees temporarily transferred or off sick return to their jobs.

301. When employees are excused by MARTA for personal business or are off on account of sickness for less than 10 days, their job will not be posted. After 10 days, if the job is going to be continued, it will be posted. If the job is to be filled within 10 days, it will be filled in accordance with the extra work procedures.

302. Seniority shall be based on the length of continuous service in the Revenue Collection Department.

303. In the case of vacancy, employees will have the right to bid the job provided they are qualified. Employees may follow their sections when they are moved regardless of the location. Employees may exercise the right to roll in the various locations and carry their full seniority in the Revenue Collection Department with them provided the individual is competent to fill the job.

304. Employees bidding jobs in the Revenue Collection Department shall be required to hold same for a period of 6 months before bidding on any other jobs, except in the case of vacancies, or if the jobs are changed as much as 30 minutes in any way, the jobs will be opened for bids. If the jobs bid are reduced in number of work hours, or working conditions are substantially changed so as to make their jobs

less desirable, the employees may roll again before the 6 months have expired. If jobs are made more desirable by substantially changing the working conditions they will be opened for bids.

305. When employees apply for a change of jobs on their seniority rights, they shall make written application to their supervisor for such change, such written application must be in the Revenue Collection Department office by 9:00 A.M. Thursday to be considered for the following week. If applicants are qualified, they will be given the change in jobs requested, same to become effective at the beginning of the next payroll period or within 15 days from the date of such application. All vacant jobs will be posted at all locations.

306. The Director of the Department or designee shall determine the qualifications of employees for promotions. The promotion to a higher classification in the respective location shall be based on seniority and competency; competency being sufficient, seniority within the respective section shall prevail. Competency being sufficient, departmental seniority shall prevail in promotions, job pickings, curtailments, layoffs and re-employment, pursuant to paragraph 14.

307. Employees who temporarily substitute for other employees in higher classifications shall be paid at the minimum rate of such higher classifications for all time worked in the higher classifications. If the time worked is over 40 hours worked in their work week time and one half will be paid. Time worked over their regular day will be posted on the regular extra work board.

308. While employees are temporarily substituting for supervisors, they will not be eligible for bargaining unit work.

309. Qualified employees shall not be excused from taking a job which fall to their lot according to seniority.

310. In the first year of employment, each Revenue Agent shall be furnished four (4) pairs of trousers, four (4) short sleeve shirts, four (4) long sleeve shirts, three (3) jump suits, two (2) ties, one (1) belt, one (1) set of insignia, one (1) coat and one (1) cap. In the second year of employment and each year thereafter, each Revenue Agent shall be furnished a maximum of two (2) pairs of trousers, two (2) short sleeve shirts and two (2) long sleeve shirts. In the third year of employment and in each third year thereafter, each Revenue Agent shall be furnished a maximum of one (1) belt and two (2) jump suits. In the fifth year of employment and each fifth year thereafter, each Revenue Agent shall be furnished one (1) coat. Laundering of five (5) sets of work clothes, if needed, each week, for each employee, will be paid for by MARTA.

311. Employees who will be absent from work will give notice to their Supervisor at least two and one-half (2½) hours in advance of their regular starting time. Failing to receive such notice, MARTA may, if the vacancy is to be filled, fill the vacancy in the manner deemed necessary. Employees off sick will report to their Supervisor their intention to return to work as follows: day employees shall report by 5:00 P.M. the day before they intend to return to work; early night employees shall report by 1:00 P.M. before returning that evening; and late night employees shall report by 5:00 P.M. before returning that night. Early night employees whose job starts before 3:00 P.M. will report two and one-half (2½) hours before their regular starting time.

#### SECTION XLIII STORES DEPARTMENT

312. The regular work week for all Stores Department employees shall be 40 hours consisting of 5 consecutive

work days. Time worked over 40 hours in a work week will be paid at time and one half rate.

313. Seniority shall be based on the length of continuous service in the Stores Department (Bus and Rail Sections).

314. Employees working in a leader job will receive 55 cents per hour above their applicable rate. When an employee who normally works in a leader job is off of work for one day or more, the employees working his/her job shall receive leader pay.

315. Posting for permanent positions will be posted on the bulletin boards in the Stores Department for a period of 3 working days. Employees may bid for the positions within the 3-day period by signing the posting notice. The highest seniority person that bids for the position will be given the job. If the job is not bid on, the low senior employee will be forced on the job.

316. New employees in the Stores Department shall be considered in training for the first six (6) months. During this time they will be assigned to various tasks, shifts, and location by supervision for the purpose of being trained. During this time they will not be allowed to bid or hold regular Storeroom jobs. At the completion of this six (6) months period they will be expected to take the regular job that falls their lot according to seniority.

317. An employee may roll a less senior employee within their section (Bus or Rail) after they have worked their particular job for at least 6 months. Employees may roll within their section or between sections if the employee has been forced on a position after they have worked the job for at least 6 months, if their job is eliminated or substantially changed, or if they are rolled.

318. One job in the main storeroom, in addition to its' regular responsibilities, will be designated for substores relief. The senior controller bidding for this job will be trained in the substores operation and may be the designated employee each time a relief in a substore is needed. The relief process will be conducted separately in Bus Main Storeroom and Rail Main Storeroom.

319. Extra work will be rotated within each storeroom. Separate extra work boards will be maintained at each main and each substore and shall operate without regards to shifts. All extra work will be totaled on the extra work board even if the extra work was performed at a different location. The Avondale Main and Avondale Service and Inspection Substore shall share the same extra work board. These boards shall begin anew on January 1st of each year.

320. Any Stores Department employee who transfers from one location to another or any new Stores Department employee will be charged with a number of hours equal to the average amount of extra work hours on the extra work board at the new location.

321. In Bus Stores, when an employee is needed for extra work in a substore, the work shall be filled as follows: 1. Calling in the employee who has the fewest hours accumulated on the extra work board at that substore and is off on a regular off day. 2. If no one who is off at that substore wants the work, it shall be offered to the low extra work board employee scheduled to work on a different shift at that substore. 3. If no one at that substore wants the work, it shall be offered to the low extra work board employee at the other substores who is available to work. If no one at any of the substores wants the work, then it shall be offered to the low extra work board employee available at the main storeroom. 4. If no one wants the work, then the employee with the least seniority at the substore where the extra work occurs, who is available, will be forced on the job.

Vacancies of four (4) hours or less shall be filled by employees at the substore where the vacancy occurs.

322. Employees will be charged on the extra work board with the extra work whenever the extra work is offered to them and they turn it down. If employees do not have a telephone listed with MARTA whenever their time comes to be called for extra work, they will be charged with the extra time if they cannot be contacted. If employees turn down extra work because of illness, the extra time will be charged against them if they are not already on the sick list. If employees are contacted for extra work, and they decline the extra work, they will be charged with the time even though the extra work is not performed by someone else.

323. When it is necessary to work an employee extra to complete a job, if it is reasonable to assume that the job can be completed in not more than 2 hours, the employee who is already working that job will be used.

324. An employee not desiring extra work will be excused if it is possible to do so. When employees are required to work on their off day, they will be given at least 4 hours work.

325. Employees who will be absent from work will give notice to their supervisor at least two and one-half (2½) hours in advance of their regular starting time. Failing to receive such notice, MARTA may, if the vacancy is to be filled, fill the vacancy in the manner deemed necessary. Employees off sick will report to their supervisor their intention to return to work as follows: day employees shall report by 3:00 P.M. the day before they intend to return to work; early night employees shall report by 1:00 P.M. before returning that evening; and late night employees shall report by 3:00 P.M. before returning that night. Early night employees whose job starts before 3:00 P.M. will report 2½ hours before their regular starting time.

326. Employees who have completed their regular day's work and are called out again for emergency work within 8 hours of their quitting time will be guaranteed not less than 2½ hours of work plus 1 hour pay for travel, plus a \$4.50 meal ticket.

327. Employees required to report ahead of their regular starting time will be paid 1 hour pay as travel time, plus a \$4.50 meal ticket. Employees called in for emergency work on their off-days will be paid 1 hour travel time.

328. Employees held over for 3 hours or more after their regular quitting time or employees notified less than 2 hours before they are to report to fill vacant jobs will be given a \$4.50 meal ticket.

329. Employees filling "vacant jobs" (regular scheduled jobs shown on the job board), or scheduled to work on their off-days will not be eligible for travel time as they are guaranteed at least 4 hours work.

330. If in the future new shifts or weekend coverage are added, and the extra work or relief procedures are no longer working, the parties will renegotiate these procedures.

331. When Rail Section employees are called in for an emergency, they will be paid a minimum of 4 hours, if called in on their off-days and 3½ hours on their work days. If the employees are called in again for a second time while they are being paid for the first call-in, their time will end on the first call-in and begin again for the second call-in. All such pay will be considered as time worked for overtime purposes.

332. Scheduling of vacations will be done on a seniority basis. Separate vacation boards will be maintained at the Browns Mill Main Storeroom, at the Bus Sub-storerooms,

at the Avondale Main and Avondale Service And Inspection Substorerooms, and at the South Yard Substoreroom.

333. Four (4) sets of work clothes will be furnished the first year of employment and a maximum of 4 sets of work clothes each year thereafter, as needed, will be furnished all employees in the Stores Department by MARTA. Laundering of 5 sets of work clothes, if needed, each week, for each employee, will be paid for by MARTA.

#### SECTION XLIV SECURITY DEPARTMENT

334. Security Department employees shall have a regular work week of forty (40) hours with consecutive off days. Time worked over forty (40) hours in a work week will be paid at time and one half rate.

335. Within the Security Department, there will be two sections, Security Guards and Zone Center Monitors. Each section will have a separate seniority system.

336. Security Guards will have two general mark-ups per year in January and July.

337. Zone Center Monitors will have two general mark-ups per year in January and July. Jobs which become vacant between general mark-ups will be posted and the senior Zone Center Monitor picking that job will be selected. When filling vacancies in the Zone Center Monitor classification which are not selected in accordance with the foregoing, disabled bargaining unit employees who in the judgment of MARTA are qualified to function as Zone Center Monitors will be offered the positions prior to hiring new employees.

338. Procedure for filling extra work:

A. First choice for extra work will be given to the senior employee off duty on a regular off day.

B. If no off day employee volunteers for the extra work then the top seniority employee available for work (working different shift) may choose the extra work.

C. If the work is not filled in procedure A and B above, then the extra work will be assigned in a reverse seniority method using (1) those on their regular off day and (2) anyone available for work by being off duty during the shift to be filled.

339. Vacant jobs that are to be continued will be posted within 12 days.

340. Employees reporting to fill a vacant job shall be paid a minimum of four (4) hours.

341. When an employee is off for more than 30 days, their job will be posted for bid by seniority. Employees returning from extended sick leave shall be allowed to roll.

#### SECTION XLV CLERICAL DEPARTMENT

342. The regular work week for clerical employees shall be 37½ hours, consisting of 5 consecutive work days of 7½ hours each. Time worked in excess of 37½ hours in a work week shall be paid at time and one-half.

343. A differential shall be paid any employee who temporarily performs the duties in a higher classified position for one day or more due to short-term absence of an employee in the higher classification. The differential

paid will be the rate of the higher classification with the corresponding time in grade.

344. New employees will be added to the Clerical Department seniority list according to the date they started working in the Clerical bargaining unit.

345. Clerical Department bargaining unit seniority will be used as the basis for bidding for new bargaining unit positions or permanent vacancies (providing bidder meets all minimum qualifications) and in the event of a reduction in work force.

346. In the event that new positions are established, or permanent vacancies are created, bidding employees, who meet the minimum qualifications for each position, may exercise their seniority and bid for such position in accordance with the following conditions:

A. The determination of qualification for all positions shall be vested exclusively in MARTA.

B. The most senior qualified bidding employee shall fill the new position for a trial period of sixty (60) calendar days. Employees who, in the judgment of management, cannot satisfactorily fulfill all of the duties in the new position shall be returned to their vacated position without loss of seniority. Any employees affected by the return of other employees to their former positions under this section shall be returned to their former positions without loss of seniority.

347. Should the Union elect to grieve any decision of Management with respect to the retention or rejection of any employee during the trial period, such grievance shall be filed in accordance with the grievance procedure in the labor agreement.

348. In the event of a reduction in work force, affected employees may exercise their seniority and displace an employee with less seniority providing the senior employee can fulfill the minimum qualifications of such position.

349. Clerical employees shall be included in the Career Objective Program and the Cross Training Program. Clerical bargaining unit employees will be considered as one seniority unit. Any new or vacant positions will be filled according to the present practice within the Clerical Unit.

350. A clerical employee bidding a job in a higher grade will start the new grade at the first step that pays higher than their old wage rate.

351. Customer Information Operators will have shift mark-ups two (2) times a year on the same schedule utilized by the Transportation Department.

#### SECTION XLVI TRAFFIC CHECKERS

352. The regular work week for all Traffic Checkers shall be forty (40) hours consisting of five (5) consecutive eight (8) hour work days. Time worked over forty 40 hours in a work week shall be paid at time and one half rate. Off days shall be selected by seniority.

353. The Traffic Checker position shall be divided into two levels- Traffic Checker and Senior Traffic Checker. The entry level shall be Traffic Checker. An employee must work as a Traffic Checker for at least thirty (30) months and demonstrate by ability and performance to the Director of Service Monitoring and Scheduling or designee that he or she is qualified to be promoted to Senior Traffic Checker. The "Criteria for Eligibility for Progression,"

dated January 30, 1991, shall be used to evaluate a Traffic Checker for promotion.

354. Extra work shall be rotated within the Traffic Checker work unit. An extra work board will be maintained without regard to shifts. When an extra work employee is needed, then the employee who has the low number of extra work board hours, who is not already scheduled to work, shall be the employee offered the extra work; provided the employee is qualified and otherwise eligible to do the work. Employees will be charged on the extra work board with the extra work whenever the extra work is offered to them and they turn it down. If employees do not have a telephone number listed with MARTA, whenever their time comes to be called for extra work, they will be charged with the extra time if they cannot be contacted. If employees turn down extra work because of illness, the extra time will be charged against them unless they are already on the sick list. If employees are contacted for extra work, and they decline the extra work they will be charged with the time even though the extra work is not performed by someone else. In the event no one is selected for the extra work under the preceding conditions, MARTA will draft an employee by reverse seniority to do the extra work. If MARTA fails to receive 2½ hours or more notice of a vacancy, MARTA may fill the vacancy in any manner deemed necessary.

355. When it is necessary to work an employee extra to complete a job, and it is reasonable to believe that the job can be completed in not more than two (2) hours, then the employee who is already working that job will be used.

356. When employees are required to work on their off day, they will be guaranteed at least four (4) hours work.

357. Employees off sick will report to their supervisor their intention to return to work by 4:30 P.M. the day before they return to work.
358. When making checks on the street, where supervisor deems necessary/appropriate, Traffic Checkers will be provided means of communication.
359. MARTA agrees to provide rain gear of quality and style to be specified by the Authority, consisting of one (1) pair of gloves, one (1) hat and one (1) coat, to be replaced on an as needed basis.
360. Traffic Checkers' schedules shall be assigned by seniority when practical. All schedules ending after 9:15 P.M. shall be straight shifts.
361. Any Traffic Checker who goes to work on a ride check before 5:30 A.M. will be assigned straight-through schedules. Traffic Checkers will have eight (8) hours off before the next Shift assignments.
362. Traffic Checkers training employees will be paid 50 cents per hour in addition to their regular rate of pay for such training service.
363. Traffic Checkers shall be paid an additional half-time premium all time worked beyond a spread of eleven (11) hours.
364. Traffic Checkers held over for three (3) hours or more after their regular quitting time or an employee notified less than two (2) hours before they are to report to fill a vacant job will be given a \$4.50 meal ticket.
365. Mileage will not be paid to Traffic Checkers from their home to their first assignment and from the location of the end of their assignment back to their home, providing

the assignment starts and ends at the same location and is not affected by the following conditions for payment.

366. Mileage in the amount paid throughout the Authority will be paid under the following circumstances:

- A. When the ending work location is different from the starting location, the employee will be paid mileage from the ending location to their home,
- B. If the employee works two or more assignments, they will receive mileage between the ending location of one assignment to the starting location of the next, and from the ending location of the last assignment to the employee's home if the ending location is not the same as the starting location of the first assignment. Except, mileage will not be paid between assignments if there is time to ride the transit system from one location to the next and the service is available to the next starting location,
- C. When the intervening time between assignments is two (2) hours or more, mileage will be paid from the ending location of the previous assignment to the employee's home, and from their home to the starting location of the next assignment, and, if the ending location of the last assignment is different from the starting location of the first assignment, from the ending location back to the employee's home, and,
- D. When an employee is working extra work, all mileage between home, starting, and ending locations will be paid.
367. Traffic Checkers will receive reimbursement for taxi service used in event of road failure of personal automobiles en route to scheduled assignment locations, and for

parking fees, as specified in the posted procedures for Traffic Checker mileage reimbursement. This allowance is predicated on conditions when the Traffic Checker using this taxi service arrives at the assigned location on time or within the supervisor approved time limit.

368. When performing work in the General Office, Traffic Checkers will be given the same breaks allowed other represented personnel who hold clerical/secretarial positions.

#### SECTION XLVII PRINT SHOP

369. The regular work week for Print Shop employees shall be forty (40) hours consisting of five (5) consecutive eight (8) hour work days. Time worked over forty (40) hours in a work week shall be paid at time and one-half rate.

370. When it is necessary to work an employee extra to complete a job, if it is reasonable to assume that the job can be completed in not more than three (3) hours, then the employee who is already working that job will be used.

371. An employee not desiring extra work shall be excused if it is possible to do so.

372. An extra work board will be maintained in the Print Shop to distribute the extra work on a rotating basis within the crafts.

373. When an employee has completed his or her regular day's work and is called back in for additional work, they will be given no less than two and one-half (2½) hours work, plus one (1) hour for travel, and a \$4.50 meal ticket. When employees are required to work on their off day, they will be given at least four (4) hours work.

374. Employees required to report ahead of their usual starting time shall be given a \$4.50 meal ticket and employees held over for three (3) hours or more after their usual quitting time shall be given a \$4.50 meal ticket.

375. There shall be one craft, Reprographics Specialist, consisting of three (3) levels and designated Reprographics Specialist I, Reprographics Specialist II, and Reprographics Specialist III. The entry level shall be Reprographics Specialist I. Promotion from Reprographics Specialist I to Reprographics Specialist II and from Reprographics Specialist II to Reprographics Specialist III shall be based on seniority and competency as a vacancy in the higher level occurs.

376. Providing the applicant is qualified, departmental seniority shall prevail in job selection, work curtailments, lay-offs, and re-employment.

377. Employees who temporarily relieve or substitute for employees in a lower classification will continue to receive pay for their own classification.

378. When a Supervisor is absent from the Print Shop, management shall appoint an Acting Supervisor who shall receive the Supervisor starting rate of pay while serving in that capacity.

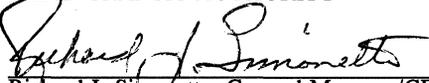
379. Four (4) sets of work clothes shall be furnished to Print Shop employees upon successful completion of the probation period; with a maximum of four (4) sets furnished each year thereafter, as needed. Laundering of five (5) sets of work clothes for each employee, each week, shall be provided by MARTA.

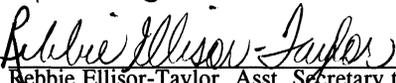
PART FIVE - CONTRACT TERM  
SECTION XLVIII  
PERIOD COVERED BY CONTRACT

380. This agreement shall continue in force from January 1, 1998 through March 31, 2001 and from year to year thereafter until either party notifies the other party not less than sixty (60) days prior to the expiration of this agreement, or each extension thereof, of the desire to terminate this agreement or to negotiate changes, modifications or additions thereto.

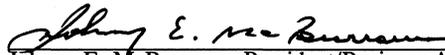
381. If either party serves notice to negotiate changes, modifications, or additions, this Agreement shall remain in effect until a new Agreement is reached.

METROPOLITAN ATLANTA  
RAPID TRANSIT AUTHORITY

  
Richard J. Simonetta, General Manager/CEO

  
Rebbie Ellisor-Taylor, Asst. Secretary to Board

AMALGAMATED TRANSIT UNION,  
DIVISION 732

  
Johnny E. McBurrows, President/Business Agent

  
Leon A. James, Financial Secretary/Treasurer

REPRESENTED EMPLOYEES WAGE  
SCHEDULE

Hourly Rates Effective  
12/20/97 12/19/98 12/18/99

TRANSPORTATION

Bus and Rail Operators

1st 12 Months	\$11.40	\$11.74	\$12.09
2nd 12 Months	\$13.03	\$13.42	\$13.82
3rd 12 Months	\$14.66	\$15.10	\$15.55
Thereafter	\$16.28	\$16.77	\$17.27

Part-Time Operators \$11.40 \$11.74 \$12.09

MAINTENANCE

Junior Apprentice

1st 6 Months	\$12.28	\$12.65	\$13.03
2nd 6 Months	\$12.92	\$13.31	\$13.71
Thereafter	\$13.62	\$14.03	\$14.45

Apprentices

1st 6 Months	\$14.38	\$14.81	\$15.25
2nd 6 Months	\$14.79	\$15.23	\$15.69
3rd 6 Months	\$15.71	\$16.18	\$16.67
4th 6 Months	\$15.85	\$16.33	\$16.82

Inspectors

1st 6 Months	\$16.10	\$16.58	\$17.08
2nd 6 Months	\$16.28	\$16.77	\$17.27

Hourly Rates Effective  
12/20/97 12/19/98 12/18/99

<b>A Inspectors (Less than 3 years experience)</b>			
1st 6 Months	\$16.52	\$17.02	\$17.53
2nd 6 Months	\$16.58	\$17.08	\$17.59
Thereafter	\$16.69	\$17.19	\$17.71
<b>A Inspectors (3 years experience)</b>			
	\$17.27	\$17.79	\$18.32
<b>AA Inspectors (Less than 3 years experience)</b>			
1st 6 Months	\$16.85	\$17.36	\$17.88
2nd 6 Months	\$16.91	\$17.42	\$17.94
Thereafter	\$16.98	\$17.49	\$18.01
<b>AA Inspectors (3 years experience)</b>			
	\$17.54	\$18.07	\$18.61
<b>Journeyman</b>			
1st 6 Months	\$16.45	\$16.94	\$17.45
2nd 6 Months	\$16.58	\$17.08	\$17.59
<b>A Journeyman (Less than 3 years experience)</b>			
	\$16.98	\$17.49	\$18.01
<b>A Journeyman (3 years experience)</b>			
	\$17.54	\$18.07	\$18.61

Hourly Rates Effective  
12/20/97 12/19/98 12/18/99

<b>Structural Inspector, Track Walker, Track Maintainer, Tamper Operator</b>			
1st 6 Months	\$16.10	\$16.58	\$17.08
2nd 6 Months	\$16.28	\$16.77	\$17.27
3rd 6 Months	\$16.52	\$17.02	\$17.53
4th 6 Months	\$16.58	\$17.08	\$17.59
5th 6 Months	\$16.69	\$17.19	\$17.71
Thereafter	\$17.27	\$17.79	\$18.32

SERVICE

<b>Serviceperson I and II</b>			
1st 6 Months	\$11.54	\$11.89	\$12.25
2nd 6 Months	\$12.20	\$12.57	\$12.95
Thereafter	\$12.75	\$13.13	\$13.52
<b>Serviceperson I-A and VII</b>			
1st 6 Months	\$11.69	\$12.04	\$12.40
2nd 6 Months	\$12.35	\$12.72	\$13.10
Thereafter	\$12.92	\$13.31	\$13.71
<b>Serviceperson III and VI</b>			
1st 6 Months	\$9.62	\$9.91	\$10.21
2nd 6 Months	\$10.20	\$10.51	\$10.83
3rd 6 Months	\$10.77	\$11.09	\$11.42
Thereafter	\$11.38	\$11.72	\$12.07

Hourly Rates Effective  
12/20/97 12/19/98 12/18/99

**Serviceperson IV**

1st 6 Months	\$12.28	\$12.65	\$13.03
2nd 6 Months	\$12.92	\$13.31	\$13.71
Thereafter	\$13.62	\$14.03	\$14.45

**Serviceperson V**

1st 6 Months	\$16.10	\$16.58	\$17.08
2nd 6 Months	\$16.28	\$16.77	\$17.27
3rd 6 Months	\$16.52	\$17.02	\$17.53
4th 6 Months	\$16.58	\$17.08	\$17.59
5th 6 Months	\$16.69	\$17.19	\$17.71
Thereafter	\$17.27	\$17.79	\$18.32

**BLOCKOUT**

1st 6 Months	\$16.10	\$16.58	\$17.08
2nd 6 Months	\$16.28	\$16.77	\$17.27
3rd 6 Months	\$16.52	\$17.02	\$17.53
4th 6 Months	\$16.59	\$17.09	\$17.60
Thereafter	\$16.69	\$17.19	\$17.71

**REVENUE COLLECTION**

**Revenue Agents**

1st 6 Months	\$14.90	\$15.35	\$15.81
2nd 6 Months	\$15.37	\$15.83	\$16.30
3rd 6 Months	\$15.60	\$16.07	\$16.55
4th 6 Months	\$15.91	\$16.39	\$16.88
5th 6 Months	\$16.24	\$16.73	\$17.23
Thereafter	\$16.54	\$17.04	\$17.55

Hourly Rates Effective  
12/20/97 12/19/98 12/18/99

Part-Time Revenue Agents	\$14.90	\$15.35	\$15.81
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**STORES**

**Material Controller "D"**

1st 6 Months	\$14.90	\$15.35	\$15.81
2nd 6 Months	\$15.02	\$15.47	\$15.93

**Material Controller "C"**

1st 6 Months	\$15.78	\$16.25	\$16.74
2nd 6 Months	\$15.85	\$16.33	\$16.82
3rd 6 Months	\$15.97	\$16.45	\$16.94
4th 6 Months	\$16.01	\$16.49	\$16.98

**Material Controller "B"**

1st 6 Months	\$16.18	\$16.67	\$17.17
2nd 6 Months	\$16.25	\$16.74	\$17.24
3rd 6 Months	\$16.37	\$16.86	\$17.37
4th 6 Months	\$16.45	\$16.94	\$17.45

**Material Controller "A"**

1st 6 Months	\$16.54	\$17.04	\$17.55
2nd 6 Months	\$16.70	\$17.20	\$17.72
3rd 6 Months	\$16.86	\$17.37	\$17.89
Thereafter	\$16.97	\$17.48	\$18.00

Hourly Rates Effective  
12/20/97 12/19/98 12/18/99

SECURITY

Security Guards and  
Zone Center Monitors

1st 6 Months	\$12.27	\$12.64	\$13.02
2nd 6 Months	\$12.35	\$12.72	\$13.10
Thereafter	\$12.54	\$12.92	\$13.31

CLERICAL

Grade N-7

1st 6 Months	\$9.65	\$9.94	\$10.24
2nd 6 Months	\$10.10	\$10.40	\$10.71
3rd 6 Months	\$10.70	\$11.02	\$11.35
4th 6 Months	\$11.26	\$11.60	\$11.95
Thereafter	\$11.77	\$12.12	\$12.48

Grade N-8

1st 6 Months	\$10.34	\$10.65	\$10.97
2nd 6 Months	\$10.96	\$11.29	\$11.63
3rd 6 Months	\$11.57	\$11.92	\$12.28
4th 6 Month	\$12.17	\$12.54	\$12.92
Thereafter	\$12.70	\$13.08	\$13.47

Part-Time Customer Information

Operator	\$10.34	\$10.65	\$10.97
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Hourly Rates Effective  
12/20/97 12/19/98 12/18/99

Grade N-9

1st 6 Months	\$11.43	\$11.77	\$12.12
2nd 6 Months	\$12.10	\$12.46	\$12.83
3rd 6 Months	\$12.67	\$13.05	\$13.44
4th 6 Months	\$13.31	\$13.71	\$14.12
Thereafter	\$13.94	\$14.36	\$14.79

TRAFFIC CHECKERS

Traffic Checker

1st 6 Months	\$9.47	\$9.75	\$10.04
7-18 Months	\$10.02	\$10.32	\$10.63
Thereafter	\$10.60	\$10.92	\$11.25

Senior Traffic Checker

1st Year	\$11.86	\$12.22	\$12.59
2nd Year	\$12.40	\$12.77	\$13.15
Thereafter	\$12.98	\$13.37	\$13.77

PRINT SHOP

Reprographics Specialist I

1st 6 Months	\$9.59	\$9.88	\$10.18
2nd 6 Months	\$9.97	\$10.27	\$10.58
3rd 6 Months	\$10.37	\$10.68	\$11.00
Thereafter	\$10.79	\$11.11	\$11.44

Hourly Rates Effective  
12/20/97 12/19/98 12/18/99

Reprographics Specialist II

1st 6 Months	\$11.67	\$12.02	\$12.38
2nd 6 Months	\$12.13	\$12.49	\$12.86
3rd 6 Months	\$12.63	\$13.01	\$13.40
Thereafter	\$13.13	\$13.52	\$13.93

Reprographics Specialist III

1st Year	\$14.00	\$14.42	\$14.85
2nd Year	\$14.56	\$15.00	\$15.45
3rd Year	\$15.15	\$15.60	\$16.07
4th Year	\$15.76	\$16.23	\$16.72
5th Year	\$16.38	\$16.87	\$17.38
Thereafter	\$17.04	\$17.55	\$18.08

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