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820608

AGREEMENT

Between

NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.

and

LOCAL UNION 1342 OF THE AMALGAMATED TRANSIT UNION

1,000 workers
1. Ops. + Maintenance
2. Clerical + office

EFFECTIVE AUGUST 1, 2000 - JULY 31, 2003

u/166107



AGREEMENT

**EFFECTIVE
AUGUST 1, 2000 through JULY 31, 2003**

BY AND BETWEEN

NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.:
a corporation of the State of New York, with its principal office at 181 Ellicott Street, in the City of Buffalo, New York, hereinafter referred to as "Company", party of the first part,

AND

LOCAL UNION 1342 OF THE AMALGAMATED TRANSIT UNION: an unincorporated association, with the principal office of said Local Union at 196 Orchard Park Road, West Seneca, New York 14224, hereinafter referred to as "Union", party of the second part:

SECTION 1 - OBJECTIVE

1-1 The purpose of this Agreement is to promote and insure harmonious relations, cooperation and understanding between the Company and the Union, to insure true collective bargaining, and to establish standards of hours and labor, rates of pay and working conditions, and to that end the Company pledges itself to give to its employees, considerate and courteous treatment, and the employees, in turn, pledge themselves to render to the Company loyal and efficient service, and to promote and advance to a successful end the welfare and prosperity of the Company and the Union.

SECTION 2 - COVERAGE

2-1 The Union is recognized as the exclusive collective bargaining representative for all employees of the Company in the Units hereinafter referred to, to wit:

SECTION 3 - UNION SECURITY

3-1 Union Dues. All part-time and full-time employees shall pay agency fees in the amount equivalent to regular Union dues thirty (30) calendar days after their date of employment. This provision shall only be applicable after the Union has established and for so long as the Union maintains a procedure providing for the refund to any employee demanding the return of any part of the above described deduction which represents the employee's pro-rata share of expenditures by the Union in the aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment. The Union, in order to be entitled to have the Company make the above described deductions must certify to the Company in writing the establishment and continued maintenance of the procedure described in the above sentence. The Company may request a periodic re-certification of the maintenance of this procedure as a condition for the continuation of the above described deduction.

3-2 Probationary Period for New Employees. The probationary period for employees other than bus and train operators shall be ninety (90) days from the date of employment. The probationary period for bus and train operators shall run until the operator has completed ninety (90) days of work for the Company after they have qualified as operators, i.e., ninety (90) days' work after they have satisfactorily completed their training period. The probationary period for part-time operators shall run until the longer of (i) six (6) months after their qualification as operators, i.e., after completion of their training period, or (ii) after forty-eight (48) days of work for the Company after their qualification as operators, i.e., after completion of their training period. During the respective period described above, such employees shall be deemed to be on probation and may be released by the Company, and during such period no provision of the Agreement as to "discipline, grievances and arbitration", "seniority", "deduction of dues, fees or assessments", "leave of absence", or similar or related matters shall apply to such employees. The cost of accidents experienced by operators during their probationary period shall be excluded from the safety campaign.

3-3 Temporary Employees. When the Company employs any persons temporarily for a particular work or operation which will not exceed ninety (90) days, the Union, after the first thirty (30) days of such temporary employment, in lieu of dues, shall collect from each of such temporary employees a sum not in excess of five dollars and fifty cents (\$5.50) per month.

3-4 Union Membership - Eligibility. The Union agrees to admit to membership and continue therein without discrimination, all present employees of the Company who are now in said Units, or who may hereafter be in said Units, and also all persons who hereafter may be employed by the Company provided that such employees are qualified under, and comply with and abide by the constitution and by-laws of the Union.

3-5 Union Officers and Representatives. The Union has delivered to the Company a list of its officers and representatives and agrees to promptly notify it by writing, signed by the President of the Union, of any changes therein during the life of this Agreement, and agrees that

3-6.6 Deductions after Statutory and Company Deductions. The aforesaid deductions shall be made from the net wages due employees after all other deductions required by law, and after deductions of any monies owing by the respective employees to the Company.

3-6.7 Financial Secretary Authorized to Certify. The Financial Secretary of the Union shall be the only representative of the Union authorized to certify the amounts of the deductions hereinabove provided to be made by the Company on behalf of its members, and changes therein from time to time.

3-6.8 It is understood and agreed that in the event that Federal or State laws applicable to the Company are changed to provide for a security clause, such law shall become part of the Agreement.

SECTION 4 - BULLETIN BOARDS

4-1 The Company at each of its properties where employees are regularly assigned shall provide a suitable space for a bulletin board, which board shall be furnished by, and be for the exclusive use of, the Union and shall be maintained and used by it solely for the posting of notices and announcements of meetings, elections, appointments to offices and results of elections, social, educational or recreational affairs of the Union.

SECTION 5 - UNION BUSINESS

5-1 Union representatives called away from their regular work by the Company for the purpose of transacting Union business shall be paid by the Company at their regular hourly rates for their time necessarily lost from work in the transaction of such business.

6-5 Workers' Compensation Board Hearings. An employee when requested to attend a hearing before the Workers' Compensation Board involving his or her own claim shall be paid for time actually lost from work at his or her regular hourly rate for the time when actually in attendance at such hearing and while actually traveling on the most expeditious route from his or her regularly assigned location to such place of attendance and return up to a maximum of four (4) hours' pay at his or her regular hourly rate of pay.

SECTION 7 - PASSES FOR EMPLOYEES AND UNION REPRESENTATIVES

7-1 Passes on Company Routes. The Company shall furnish passes to the following for use over the routes of the Company. Such passes shall be subject to the rules and regulations applicable thereto:

7-1.1 Each full-time employee.

7-1.2 The full-time President and Financial Secretary Treasurer of Local Union 1342 of the Amalgamated Transit Union.

7-1.3 The full-time officer of the N.F.T.A. Employees' Federal Credit Union #7937 referred to in paragraph 8-1 herein, providing such officer was a full time regular employee of the Company and is on leave of absence from the Company.

7-1.4 Each employee whose employment with the Company may be terminated on and after 8/1/58 for total disability after fifteen (15) years of service and until such time as he may become employed. Service for this purpose is defined to mean the period from the beginning date of employment, after the completion of training period if any (Company seniority) to the last date on which the employee performed work for the Company, after deducting the total of time lost for sick leave in periods of one week or more of duration during the fifteen (15) consecutive years immediately prior to the employee's last day worked, excluding time lost for compensable injury during that period, except that a maximum of one (1) year of such lost time shall be credited as time worked.

7-1.5 Each employee who is retired on a pension from the Company and the legal spouse of such pensioned employee, providing said spouse is not gainfully employed, and the spouses of deceased pensioned employees.

SECTION 8 - LEAVES OF ABSENCE

8-1 Leave of Absence for Union Business. Any employee elected or appointed to an office in the Union which requires a continuous and extended absence from his or her regular

8-3 Disability. For the purposes of this Section 8 the term "disability" shall include but not be limited to the following, heart condition, back condition, injury to limbs or conditions affecting use of limbs, pregnancy, vision impairment or any other illness, condition, or injury of any type which might in any way affect the employee's ability to perform all the duties required of his or her job classification. Each employee is required to immediately report to the Company any and all disabilities and may be required by the Company to obtain a physician's report as to the employee's continued ability to perform work and, if applicable, the last date on which the employee will be physically able to perform all of the duties of his or her job classification. Such employee may, if the condition or doctor's report so warrants, be required by the Company to obtain periodic physician reports to be delivered to the Company with respect to such disability. The employee shall have the option to obtain such examination by the Company's physician, at Company expense, or the employee's physician, at the employee's expense, provided that if the employee elects to go to his or her own physician such physician shall submit to the Company on a form provided by the Company a report of the employee's disability. Should at any time the opinion of the applicable physician of the employee be that the employee is physically unfit to continue his or her duties, such employee shall be granted a leave of absence as provided in Section 8-3.1 or Section 8-3.2, whichever are applicable, under all of the terms and conditions provided in this Section 8.

8-3.1 Sick Leave of Absence - Compensable Injury or Illness. Any full-time employee who is unable to work because of a compensable injury or illness and who furnishes evidence satisfactory to the Company, will be entitled to a leave of absence during the period that such injury or illness prevents him from reasonably performing the duties of his employment. Seniority during such period shall be accumulative. The Company will pay the cost of the Group Life, Accidental Death, Hospital and Surgical Insurance for the first three months of such sick leave of absence for an employee with less than one (1) full year of service; and for the first twelve (12) months of such sick leave of absence for an employee with one (1) year or more of service.

8-3.2 Sick Leave of Absence - Non-Compensable Injury or Illness. Any full-time employee who is unable to work because of a non-compensable injury or illness and who furnishes evidence satisfactory to the Company, will be entitled to a leave of absence during the period that such injury or illness prevents him or her from reasonably performing the duties of his or her employment. The maximum length of such leave shall be based upon the length of the employee's continuous service with the Company and shall not exceed the following periods.

<u>Length of Continuous Service</u>	<u>Maximum Leave</u>
Less than one (1) full year of service:	3 months
One (1) full year and more but less than five (5)	

community in which he or she resides for a period longer than ten (10) days. Prior to returning to work an employee on such leave of absence, in addition to any physical examination that the Company may require to be performed by its physician, must submit to the Company his or her physician's report that he or she is physically able in all respects to perform all of the duties and responsibilities of his or her job classification.

8-4 Seniority During Leave of Absence. In all cases of leave of absence in this Section, seniority shall accumulate during the actual period that such leave is granted, except as otherwise provided in this Agreement.

8-5 Conditions of Above Leaves of Absence. All of the above leaves of absence, including sick leaves, are granted subject to the following conditions:

8-5.1 Absence for More Than Five (5) Days. Any employee absent for more than five (5) scheduled work-days due to sickness or injury must present a physician's certificate that he or she was actually sick during the time he or she was off and must have a certificate from the Company physician before he or she will be permitted to return to duty.

8-5.2 Return to Duty before Expiration of Leave. Any employee on leave may return to duty with the Company in accordance with his or her seniority before the expiration of his or her leave, provided he or she so notifies his or her Station Supervisor, Station Clerk or Department Head on or before 12:30 P.M. of the day preceding his or her return, but such return prior to the expiration of the date for which such leave was granted shall be subject to the approval of his or her District Manager or Department Head. Each employee on or before 12:30 P.M. on the day preceding the expiration of his or her leave shall also give notice to his or her Station Supervisor, Station Clerk or Department Head of his or her intention to so return. Any employee, who fails to return to work in accordance with the notice which he or she has so given, shall be considered as having voluntarily quit the employment of the Company.

8-5.3 Engaging in Other Employment While on Leave. An employee who during the period of any leave of absence shall engage in any occupation or employment, except with the mutual consent of the Company and the Union, shall be considered as having voluntarily quit the employment of the Company.

8-5.4 An employee who on or after January 1, 1976 is terminated or deemed to have voluntarily quit the employment of the Company by failure to return to the employment of the Company before the expiration of his or her sick leave as defined in Section 8-3.2, may upon recovery apply for hire as a new employee to the employ of the Company, and the Company shall consider such employment application before any other prospective new hire's application is considered, provided there is an opening which he or she is capable of performing. It is understood that the Company's decision with respect to hiring is not subject to the grievance or arbitration provisions of this Agreement.

year. For the purpose of determining whether an employee has qualified for sick pay, the following days not actually worked by the employee shall be considered as having been worked: Vacation days (whether paid or unpaid); days lost by reason of temporary leave of absence for Union business, the number of which shall be limited as provided in Section 8-1.2 of this Agreement; and days lost as a result of a compensable injury for which the employee was in no way at fault, in which case such days shall be so considered with respect only to the first calendar year in which such injury occurs, except that in the event that the injury results in a subsequent recurrence of lost time, days lost but not in excess of forty (40) in any calendar year shall be considered for this purpose as having been worked.

Benefit days herein referred to for Regular Operators shall be at the rate of their regular bid run pay.

Benefit days herein referred to for extra operators, porters, helpers, fare inspectors, maintenance employees and employees in the Office and Clerical Unit who were hired on or after September 11, 1978, shall be eight (8) hours' pay at the straight time rate.

Any employee who has five (5) sick days remaining from the current seven (7) sick days for the year may irrevocably elect by October 1st to use such five (5) sick days for an additional week of vacation in the following calendar year which shall be picked as vacation during the normal vacation picking for the year, or any employee whose combined current remaining sick days and unused Section 8-8.2 Personal Days as of October 1st equals at least five (5) days may add such unused Personal Days to the extent necessary to the current remaining sick days to bring the total to five (5) days for the purpose of making an irrevocable election by October 1st to use such five (5) days for an additional week of vacation in the following calendar year which shall be picked as vacation during the normal vacation picking for the year.

8-8.1(c) Sick Leave Benefits will be paid starting the first scheduled work day on which the employee is ill, subject to the requirement of Section 8-5.1. Sick leave payments will be included in the employee's regular pay following the period of absence. In order to be entitled to sick leave benefits an employee must have reported an illness at least one-half hour before the start of his or her scheduled work day. In the case of operators and fare inspectors, such report must be made to the Station Supervisor or Station Clerk or District Manager, and in the case of maintenance employees and helpers in the shop to the Cold Spring Garage Supervisor, and in the case of garage, rail shop, maintenance employees, porters and helpers, to their supervisor, and in the case of employees in the Office and Clerical Unit to their supervisor.

8-8.1(d) Exclusions. No employee shall receive benefits under this plan whose sickness is caused by venereal disease, drug addiction, intoxication or any injury which may be the result of any intoxication by alcohol or drug addiction or any condition occurring or resulting while violating criminal laws.

No employee shall receive benefits under this plan while on vacation; nor while covered by the Workers' Compensation Act.

that in the event that the injury results in a subsequent recurrence of lost time, days lost but not in excess of forty (40) in any calendar year shall be considered for this purpose as having been worked.

Personal Days herein referred to for Regular Operators shall be at the rate of their regular bid run pay.

Personal Days herein referred to for extra operators, porters, fare inspectors, maintenance employees, helpers and employees in the Office and Clerical Unit who were hired on or after September 11, 1978 shall be eight (8) hours' pay at the straight time rate.

8-8.2(b) Personal Days shall be taken as follows. In each location or subdivision of each department there shall be a sign off book which employees may sign no earlier than seven (7) calendar days before the employee wishes to use a personal day and no later than one (1) full working day before the day the employee wishes to use a personal day. The Company shall have the right to establish a quota of the maximum number of employees that may be off in any classification in any location or subdivision on any single day. If more employees request by the above procedure a personal day than the quota for that day permits, the employees who signed for the personal day first shall be given a personal day off, up to the maximum quota established by the Company for that day. The Company, in its discretion, may permit, in a bona fide emergency situation, an employee to use a personal day where the employee has no know ledge of the need for such personal day within the time limits provided above for signing the sign off book provided the employee notifies the Company's supervisory official at his or her place of work at least one-half hour before his or her report time or starting time on the day of the absence. Personal days may be taken immediately before or after a holiday and/or vacation period, provided that the employee requests to use the personal day at least two weeks in advance and the established quota will apply. The Company will advise the employee within forty-eight (48) hours as to whether or not the request will be granted.

8-8.2(c) If in any year an employee uses all of his or her current seven (7) sick days and all of his or her accumulated sick days (bank) he or she may elect to use any remaining Personal Days as sick days under all of the terms and conditions of Section 8-8.1 through Section 8-8.1(f) if the employee notifies the appropriate supervisory official of such election at the time required for reporting the illness under Section 8-8.1(c).

8-8.2(d) If an employee does not fully utilize his or her personal days during the calendar year, any personal days not utilized shall be treated as accumulated sick days (bank) under Section 8-8.1(b) up to the maximum permitted under Section 8-8.1(b).

8-8.3 **Attendance Bonus:** **Effective January 1, 2001** there shall be a quarterly attendance award as follows for all employees eligible for sick leave.

- A. **Eligible employees who are not absent from work any day during the first calendar quarter shall receive a bonus of \$200.00.**

2. The maximum sick leave accumulation under Section 8-8.1(b) shall be forty-five (45) days instead of **two hundred (200) days.**
3. The Progressive Discipline Code for Missing dated June 13, 1993 shall be modified to be the same as it was in Order Number 62 dated January 15, 1980.
4. The Lateness Program for all employees other than operators shall be modified to be the same as it was prior to June 13, 1993.

This cancellation shall be accomplished by either party sending to the other party, in writing, notice of its election to so terminate the provisions of this Section provided the canceling party has given two (2) months' notice prior to the notice of cancellation to the other party of the consideration of such cancellation. Upon such notice, the Company and the Union will meet to discuss any and all problems associated with this Section and to make every attempt to resolve such problems.

8-8.4 Pay For Unused Sick Days And Personal Days. With respect to unused current sick days and personal days, employees eligible for such days under Section 8-8.1(a) and Section 8-8.2(a), respectively, may receive pay for some or all such unused days if they so elect, in writing, by December 1st of the year in question. Such election shall not be revocable and the employee will be paid for such days subject to the election by December 18th of the year in question. **This buy-back will include any applicable shift differential.**

SECTION 9 - NO LOCKOUTS, STRIKES, CESSATION OR SLOWDOWNS OF WORK

9-1 It is specifically agreed between the parties hereto, that there shall be no lockout of any kind, or for any cause, on the part of the Company, and there shall be no strike or other cessation or slowdown of work of any kind by any of the employees on account of any controversy whatsoever, during the existence of this Agreement or any extension thereof.

SECTION 10 - SENIORITY

10-1 Determination of Seniority. Seniority shall be determined and seniority lists maintained in the manner set forth in this Section.

10-2 Seniority Lists of Employees in the Operating and Maintenance Unit. Separate and distinct seniority lists of full time employees in the Operating and Maintenance Unit shall be established and maintained as follows:

- 10-3.11 Babcock Garage
- 10-3.12 Frontier Garage
- 10-3.13 South Park Rail Shop
- 10-3.14 Cold Spring Stockroom
- 10-3.15 Additional subdivisions, garages or shops shall be added to Section 10-3 when formed or created.

10-4 Revision of Location Seniority Lists. These lists shall be revised every thirty (30) days in accordance with this Section, and shall be posted so as to be at all times accessible to the employees at each of the above departments.

10-4.1 Company-Wide Seniority Lists. Quarterly the Company shall prepare and post for each Department or Unit a seniority list with employees listed in order of departmental seniority. A copy of such lists shall be sent to the Union.

10-5 Types of Seniority. Seniority shall be of the kinds and determined and maintained as hereinafter set forth.

10-5.1 Company Seniority. Company seniority shall be determined by the initial date of the employee's current full time employment with the Company (after the completion of his or her training period if any) provided that employment with the Company thereafter has continued without termination. An employee who has been terminated for layoff and reinstated with seniority under the terms of Paragraph 10-19, or an employee who has been terminated for military service and reinstated with seniority under the terms of the Selective Training and Service Act, or an employee who has been terminated for discipline and reinstated with seniority under the grievance procedure, shall be considered for the purpose of the paragraph to have been continuously employed without termination. Any period of full-time employment with the Company that an employee may have had prior to the beginning date of his or her current full-time employment shall have no relation to Company Seniority.

10-5.2 Departmental Seniority shall apply separately and distinctly to each department as set forth above, and shall be determined by the initial date of the employee's current employment in the department in which the employee is currently working, except --

10-5.2(a) An employee transferred from one department to another department as the result of consolidations of departments, the transfer of routes from one station to another, or similar changes, will carry his or her Departmental Seniority from the old department to the new.

of the two or more having the same classification and performing virtually the same type of work and who are each employed at a different location of Company property, it may be any one of those so employed. If the employee so replaced is one of two or more having the same classification who are performing virtually the same type of work and who are employed at the same location of Company property, it shall be the one who has the least Company Seniority of all those so employed. The term "location of Company property" is defined to mean all of the buildings at any one location, such as Cold Spring, Babcock, Frontier, Niagara Falls, South Park, etc. A transferring employee shall carry his or her Departmental Seniority to the new location.

10-7.1 Notice of Layoff. Except for an emergency cancellation or curtailment of service or work or when an employee is not present at work to receive notice, employees shall be notified of their demotion, layoff or the discontinuance of their job not later than on the seventh (7th) day preceding the day on which such demotion or layoff shall take effect. Such notice shall not be required, however, in cases where employees are displaced by employees who exercise their right to "bump" in accordance with the procedure set forth in Subsection 10-7.2, 10-7.3, 10-7.4 and 10-7.5 herein. Where there is more than one (1) employee in the affected job classification in the department, employees shall be demoted or laid off in the inverse order of their Company Seniority except as otherwise provided in this Agreement. For the purposes of this Agreement the term "emergency temporary cancellation or curtailment of work" shall refer to any temporary cancellation or curtailment of work caused by a shortage of buses or cars, breakdowns, snow storms, floods or other extraordinary weather conditions or by reason of a fire or other catastrophe damaging to such an extent as to cause the closing of any facility or a substantial portion thereof or by reason of lack of fuel, lack of spare parts or materials necessary to repair equipment, or by reason of power failure that prevents necessary maintenance of equipment, or caused by acts of God or other causes beyond the control of the Company. In the event of such emergency temporary cancellation or curtailment of work such notice of layoff as provided for in Section 10-7.1 shall not be required where such emergency temporary cancellation or curtailment of work results in the temporary layoff of employees. In the event of such emergency temporary cancellation or curtailment of work, employees may be laid off in inverse order of their respective departmental seniority.

10-7.2 Bumping Procedure for Maintenance Employees.

10-7.2(a) Department Layoff. Any Maintenance Department employee whose job has been discontinued may replace an employee in his or her department holding a position for which the maximum rate is equal to or lower than the maximum rate for the discontinued position, or for which the maximum rate is higher, provided that the employee whose job has been discontinued has previously qualified for that position.

10-7.2(b) Qualifying for Positions in Maintenance Department. Provided a Maintenance employee whose job has been discontinued has previously passed an examination for the job he or she selects and in the judgment of the Company he or she has the ability, special qualifications and aptitude to fully perform the duties of such job, he or she will be assigned thereto and shall be paid the rate thereof. If in the opinion of the Company such an employee does not possess the

A displaced bus or rail Station Clerk, who is currently employed, shall have the right of recall (without time limits as specified in Section 10-17.1) to the next open Station Clerk position. If the displaced Station Clerk declines the next open Station Clerk position, then he or she will forfeit any recall rights they have under this section.

A bus or train operator who is also a qualified extra station clerk and who is laid off from any station and transferred to another station under the circumstances set forth in Paragraph 10-7.3(a) may, in the event of a vacancy occurring for a regular station clerk, return to his or her former station and fill such vacancy, provided (i) his or her Departmental seniority is greater than Departmental seniority of any other qualified extra station clerk then employed at such station, (ii) he or she has continued on the extra station clerk list at the station to which he or she was transferred and (iii) he or she has not forfeited his or her opportunity to return to fill a vacancy for bus or train operator at his or her former station.

10-7.3(c) Traffic-Checker Clerks. In the case of a reduction in the force of traffic-checker clerks, they shall be laid off in the inverse order of their Company Seniority. Provided they previously held a job in another department, and are then qualified to perform the duties of such job, they may return to such job and the Departmental seniority they previously held at the time of their transfer shall be restored to them. They shall be recalled to fill vacancies on the basis of such seniority, provided that they are thereafter continuously employed by the Company in another capacity.

10-7.4 Bumping Procedure for Employees in Office and Clerical Unit.

10-7.4(a) Departmental Move-Backs. In any subdivision an employee whose position has been discontinued may replace an employee in his or her subdivision holding a position for which the maximum rate is equal to or lower than the maximum rate for the discontinued position, provided: (1) that he or she has greater Company Seniority than the employee being replaced; and (2) that he or she is qualified for the position as set forth in Paragraph 10-12 herein. If the employee replaced is one of two or more having the same classification who are performing virtually the same type of work, it shall be the one who has the least Company Seniority of all those so employed.

10-7.4(b) Transfers to Other Subdivisions. Provided the employee whose position has been discontinued has been employed by the Company continuously for three (3) or more years and there is a position in the Office and Clerical Unit in another subdivision for which the maximum rate is greater than, equal to, or lower than the maximum rate for any position then available to his or her in his or her subdivision, he or she may transfer to such other subdivision and replace therein the employee holding such position, provided: (1) that he or she has greater Company Seniority than the employee being replaced; and (2) that he or she is qualified for the position as set forth in Par. 10-12 herein. If the employee so replaced is one of two or more having the same classification and performing virtually the same type of work and who are each employed at a

Tools classification. An employee seeking to fill a temporary vacancy must be qualified in the same manner as if it were a permanent vacancy under Section 10-8.2, i.e., the employee must possess the minimum skills or education necessary to commence the training period.

10-8.2 Vacancies in Permanent Jobs. When any permanent, non-supervisory job is open in any location and there is an employee having a classification that is lower than or equal to that of the open job, a notice as provided in Section 10-14 shall be posted and any employee in such locations, having a classification that is equal to or lower than that of the open job and desiring such open job, may make application as specified in such notice, except a specialist in one job category may bid for an "A" Position in a different job category. It is agreed that for Rail vacancies in Catenary Sub Station Leader or Specialist, Train Control Leader or Specialist, Electronic Rail Car Specialist, Electrical Rail Car Specialist and Communication Leader or Specialist, first preference shall be given to qualified employees holding a lower-rated position in the same line of work; for example: For an opening as a Train Control Specialist, a qualified Train Control "A" Mechanic shall be given first preference for trial before other Maintenance Department employees are considered.

As used in this section, the word "qualified" shall mean possession of the minimum skills or education necessary to commence the training period. The Company shall consult with the president of the Local Union or his or her designated representative with respect to the qualifications of the various job categories. Applicants shall first be considered from among all qualified employees who bid for the position in the department. The applicant shall submit to a personal interview by a managerial employee in the presence of a Union Representative within the Department similar to the interview for new hires and the managerial employee's decision as to the applicant's qualifications and background for the job shall be final.

Qualifications for the rate of the new job and, subject to the above, the procedures involved in bidding for such open job shall be in accordance with the standard promotion procedure for mechanical department employees as is then in effect. In the event of an applicant's failure to qualify under such procedure, he or she shall be returned to the location from which he or she was transferred or to his or her previous job, whichever is applicable, and his or her department seniority therein shall be restored to him or her.

It is understood that if an employee successfully transfers from one location to another location pursuant to the above bidding procedure, such employee shall not be permitted to transfer to another location while on trial for the job to which he or she transferred.

It is further understood that if an employee fails his or her trial period or examination or elects to terminate his or her trial period after initially being awarded a bid, such employee shall not be permitted to reapply for the same job category for six (6) months from the date he or she is returned to his or her previous job category unless he or she is recommended for the job by his or her supervisor or submits acceptable proof of having taken positive off-the-job action to further his or her job knowledge.

Notwithstanding the above, should the person who vacated such position remain on sick leave of absence for one year or more, such position shall be posted and filled by the Company as a permanent vacancy in accordance with the procedure for filling permanent vacancies as set forth in this Section. In the event of the return of the employee who vacated the position to go on sick leave of absence, such employee shall be entitled to utilize the bumping procedures set forth in this Section 10.

It is agreed that, notwithstanding any other provisions of this contract to the contrary, there may be a Roving Relief Rail and Bus Shop and Garage Clerk who may be assigned by the Company to (1) relieve a rail or bus shop or garage clerk who is on leave of absence for such things as short-term or long-term illness, (2) relieve a rail or bus shop or garage clerk during vacation periods, (3) relieve a rail or bus shop or garage clerk who may be absent from work for any reason. It is agreed that the Roving Relief Rail and Bus Shop and Garage Clerk shall not be assigned to work at a location other than his or her principal location of work except for periods of one week or more unless such assignment for a shorter duration of time is for an emergency condition such as filling in for an unexpected absence. When the Roving Relief Rail and Bus Shop and Garage Clerk is not performing relief work he or she may be assigned by the Company to such other work that he or she is capable of performing such as record keeping.

10-9.2 Vacancies in Permanent Positions. When a permanent non-supervisory position is open in any subdivision, a notice as provided in Section 10-14 shall be posted and any employee within the Unit, the subdivision wherein the position is open, desiring such position, whose maximum rate is lower than the maximum rate for the open position, may make written application therefor as specified in such notice. A combined list of the following, in the order of their Subdivision Seniority in such subdivision, shall be considered for filling such position:

(1) Applicants from within the subdivision in which the vacancy exists, whose maximum rate is lower than the maximum rate for the open position.

(2) Employees who within a period of not more than three (3) years previous thereto were permanently employed full time in such a position within the Unit in such subdivision and who were required to vacate such position under the provisions of Paragraph 10-7.4(b) herein, provided that at the time the position is open they are then holding a position paying a maximum rate which is lower than the maximum rate for the open position. In the event that such an employee is notified that he or she may have the opportunity to fill the open position, he or she shall within three days after the Company notifies him or her that such position is open, notify the Company of his or her intentions with respect to filling such position.

(3) Employees who within a period of not more than three (3) years previous thereto were permanently employed full-time in such a position within the Unit in such subdivision and who were laid off therefrom, severed from the Company's employ and who are eligible for recall under the terms of Paragraph 10-17.1 herein.

10-9.4 Wage Rate. Any employee, who is promoted to a position in which the established wage rate of a beginner is less than his or her then present rate, will not be required to suffer any decrease in his or her rate of pay, provided the rate he or she is then presently receiving is not more than the established maximum rate for the position to which he or she is promoted.

10-10 Procedure for Promotions and Filling of Vacancies in the Bus and Rail Transportation Departments.

10-10.1 Vacancies in Permanent Bus Operator Positions. When there are permanent openings for a Bus Driver position at any station a notice shall be posted in all bus and rail stations of that fact. Any non-probationary Bus or Train Operator desiring to switch locations (or in the case of a Train Operator desiring to return to Bus Operator status) may complete a transfer form that will be available at each station providing, (i) he or she has worked at his or her existing bus station for at least the previous three (3) years after having exercised his or her option under the procedures set forth herein; or (ii) in the case of a Train Operator he or she has worked as a Train Operator for a minimum of three (3) years. On the transfer form the Bus or Train Operator must indicate what bus station he or she desires to be transferred to, provided, however, that the Train or Bus Operator may only select a single location. Any transfer form on which more than one choice of a station is indicated by the Operator will be deemed null and void as if no transfer form has been completed. In order to be considered, such transfer form must be turned into his or her station Supervisor or District Manager within five (5) business days (Monday through Friday) of the date of the posting. Any transfer forms turned in later than five (5) business days shall be deemed null and void as if no transfer form has been completed. Using departmental seniority, to the extent that there are available openings, the Company shall grant the transfer request and shall inform the Bus or Train Operators who are to be transferred of the date on which they are to report to the new location. Bus and Train Operators who are granted such transfer must transfer to the new station on the date indicated by the Company and once the Bus or Train Operator turns in his or her transfer form, his or her choice and request for transfer shall be irrevocable. If a Bus or Train Operator is transferred to a different location at a time when a picking of runs is not occurring he or she shall be placed on the extra board at such station. If such Bus or Train Operator is transferred at a time during which there is a picking of runs as provided in Section 12-25 he or she shall pick at his or her new station. It is agreed that if such transferred operators are required to learn the bus routes at the new location by means of riding on buses operating on those routes, the Operator of such bus or buses shall not be entitled to the allowance provided for in Section 12-14. It is agreed that Bus or Train Operators transferring to a new location shall not carry with them any extra bus or extra rail clerk status. With respect to vacation time, Bus or Train Operators transferring to a different station may only use their departmental seniority to pick vacation weeks that are open as of that time, but they will be eligible to use departmental seniority to pick vacations at the time of the next vacation picking. Bus Operators and Train Operators transferring to a different location shall carry to their new station their departmental seniority. It is understood that a Bus Operator who voluntarily transfer

Those operators who, as of April 1, 1991, hold the status of Temporary Train Operator or Extra Station Clerk who turn down a full-time position may reapply for a subsequent full-time position at a later date when such openings occur.

Any employee who was removed from a list of Temporary Train Operator or Extra Station Clerk due to his or her declining of a full-time position may rebid on a subsequent vacancy for such a temporary, relief or extra position if he or she desires. Recertification to such a temporary, relief or extra position may be required if the Company deems necessary.

The appointment to all temporary, relief, or extra positions shall be based upon current practice.

Operators who hold a "temporary" or "extra" position as a Train Operator or Station Clerk will be permitted to refuse a "temporary" assignment two times during a 12 month period or extra assignment two times during a twelve (12) month period. Those who refuse an "extra" or "temporary" assignment for the third time within a 12-month period will be permanently removed from the list pertaining to same and barred from bidding into such "temporary" or "extra" position at any future date.

An Operator may only hold one "temporary", "extra", or "relief" position within the Company at any one time. However, an Operator will be allowed to exchange one extra or temporary or relief position for another.

If a regular full-time Train Operator or Extra Station Clerk position is to be filled, it shall be posted and filled in accordance with the normal procedures applicable to that position except that anyone who becomes a temporary Train Operator or Extra Station Clerk after April 1, 1991, shall not be given first or special-preference for such regular opening by reason of his or her "extra" status.

The Company agrees to attempt to maintain a system total of seven (7) Temporary Train Operators and per station three (3) Extra Station Clerks.

10-10.5 Transfer of Bus/Rail Station Clerks. All bus/rail Station Clerks transferring to a different location shall carry their departmental seniority to their new location.

10-10.6 **Conditional Jobs in the Bus and Rail Transportation Dept.** A position open as a result of a termination or a job that is the subject of a dispute will be deemed a conditional job status until the grievance procedure has been finalized. In the event that a grievance for either of these situations is sustained, the person occupying the job will be returned to his /her original position and will resume his/her original seniority. An employee in such a conditional job may bid on another job in the same department to move out of the conditional job, using his/her original seniority.

of the position to which the employee transfers. Upon the satisfactory completion of such sixty (60) working days probation period, such transferee shall be considered a permanent employee of the department and subdivision in which the vacancy existed and shall have seniority in that department from the date of transfer forward and shall not retain the seniority he or she had in his or her previous department. After satisfactorily completing his or her probationary period, the employee shall receive all increments applicable to such position at the time such increments would be paid as if such employee were a new hire.

It is agreed, notwithstanding the above, no employee shall be permitted to transfer from one department more than twice.

Notwithstanding anything in this Agreement to the contrary, it is understood that no employee shall be entitled to bid for a position outside his or her department until the completion of his or her probationary period.

At the vacation picking immediately following an employee's transfer from one department to another department, the employee shall use his or her new departmental seniority as provided above for the purpose of vacation picking at that time and thereafter.

A full-time employee transferring from one department to another department shall be entitled to order clothing in his or her department providing the employee meets the applicable requirements for such clothing crediting his or her work in his or her prior department. However, it is agreed that if such employee has already ordered clothing or received clothing allowance in his or her old department for the calendar year during which he or she transfers to a new department, such employee will receive the ordered clothing and will not be entitled to any clothing or clothing allowance in his or her new department until the next calendar year.

10-14 **Posting and filling Positions:** **Open positions will be posted for four business days. Thereafter a maximum of five business days will be allowed to develop the list of applicants beginning not later than the sixth business day after the posting is taken down Metro will begin contacting applicants to offer the position. Each applicant will have 24 hours after notification or attempted notification to accept the position. Failure to respond within the 24-hour period will be considered a decline. Metro will place the successful applicant in the new position not later than 30 calendar days after acceptance by the applicant. If applicant cannot be reached by company, applicants Union Steward or Executive Board Member will be notified and the 24 hour clock will start.**

10-15 **Disabled Employees.** Any employee who presents to the Company a doctor's certificate to be completed on a form to be provided by the Company that such employee is physically unable now and in the future to perform the duties of his or her job classification, the Company shall use its best efforts to place such an employee in a job, the duties of which such employee is fully qualified to perform, when an opening occurs in such a job. Any employee who is placed in a different job because of disability or like cause and who is not required to take

result in restoration of full departmental seniority. Refusal of the position will result in loss of any and all rights to recall.

SECTION 11 - DISCIPLINE, GRIEVANCES
AND ARBITRATION

11-1 Power of promotions, and of demotions, discharge, suspension and other discipline, shall be vested in the Company, but the justification therefor may constitute a grievance to be adjusted as hereinafter provided. Any dispute arising out of the interpretation or application of this Agreement shall be subject to the grievance and arbitration procedures.

11-2 Discipline. In matters pertaining to an employee's performance, the employee shall be informed of any offense within six (6) days (excluding Saturdays and Sundays) after the Company has obtained all data necessary for proper consideration and treatment thereof, provided the employee is then working and presents himself or herself to his or her District Manager or Department Head as directed. If the employee is to receive a final warning before discipline or a suspension or a final warning before termination, the Union shall be informed of the hearing. If the Company gives such employee a final warning before discipline or a suspension or a final warning before termination, the Union and the employee involved shall receive copies of same. Nothing in the above shall prevent an employee from requesting a Union representative to be present when the employee is asked to appear before a supervisory official in connection with a violation of Company rules. Except for disciplinary matters warranting immediate suspension or discharge, no discipline or discharge shall be carried out until two (2) business days following the first disciplinary meeting.

11-2.1 Employee Having 20 or More Years of Service. When a full-time employee has been continuously in the service of the Company for at least twenty (20) years, he or she shall not be discharged, if he or she is physically and mentally able and capable of performing his or her duties, except for willful or flagrant or deliberate or frequent violation of rules or regulations of the Company, but may be otherwise disciplined as circumstances may in the opinion of the Company justify. If any dispute arises as to the physical or mental condition of such employee, and in the event that it cannot be adjusted by the parties, it may then be presented to an impartial physician to be selected by the Company's physician and a physician designated by the Union, under the procedure, terms and conditions set forth herein in Paragraphs 8-7.1 and 8-7.2. The decision of such impartial physician shall be conclusive and binding, and the expenses of such impartial physician shall be borne equally by the Company and the Union.

11-2.2 Incapacitated Employee. Where a full-time employee has become incapacitated from properly performing his or her usual duties, the Company will transfer him or her to such duties, in the same or other department or subdivision, which he or she is capable of performing, provided there is such a position available, and thereafter he or she shall be governed by the wages and working conditions prevailing in such department or subdivision to which he or she is so assigned.

answer. The Superintendent, Bus Garage or his or her designated representative shall have six (6) business days in which to make his or her decision.

11-3.3 Maintenance Department - Shops. In the Maintenance Department at the bus shops, the grievance shall first be presented in writing to the Superintendent, Bus Shops. The Superintendent, Bus Shops or his or her designated representative shall have six (6) business days in which to make his or her decision.

In the Maintenance Department at the rail shops, under the supervision of the Superintendent, Rail Car Maintenance, the grievance shall first be presented in writing to the Superintendent, Rail Car Maintenance. The Superintendent, Rail Car Maintenance or his or her designated representative shall have six (6) business days in which to make his or her decision.

In the Maintenance Department at the rail shops, under the supervision of the Superintendent, Rail Systems/Facilities Maintenance, the grievance shall first be presented in writing to the Superintendent, Rail Systems/Facilities Maintenance. The Superintendent, Rail Systems/Facilities Maintenance or his or her designated representative shall have six (6) business days in which to make his or her decision.

11-3.4 Maintenance Department - Porters. For Rail Station Porters the grievance shall be presented first to the porter's Supervisor in writing. The Supervisor or his or her designated representative shall have six (6) business days in which to make his or her decision. If the Union is not satisfied with his or her answer, it may be presented to the Manager of Maintenance. Such grievance will be considered only if presented in writing to the Manager of Maintenance within ten (10) business days of the Supervisor's decision. The Manager of Maintenance or his or her designated representative shall have ten (10) business days in which to make his or her decision in writing. The decision of the Manager of Maintenance or his or her designated representative shall be final.

11-3.5 Presentation to Manager of Maintenance. If the Union is not satisfied with the answer of the Superintendent, Bus Garage or Superintendent, Bus Shops or the Superintendent, Rail Car Maintenance or the Superintendent Rail Systems/Facilities Maintenance, whichever be applicable, it may present it to the Manager of Maintenance. Such grievance will only be considered if presented to the Manager of Maintenance in writing within ten (10) business days of the decision of the Superintendent, Bus Garage or Superintendent, Bus Shops or the Superintendent, Rail Car Maintenance or the Superintendent Rail Systems/Facilities Maintenance, whichever be applicable. The Manager of Maintenance or his or her designated representative shall have ten (10) business days in which to make his or her decision, in writing. The decision of the Manager of Maintenance or his or her designated representative shall be final.

11-3.6 Office and Clerical Departments. In subdivisions to which Office and Clerical employees are assigned, the grievance shall be presented first to the Chief Clerk or head of the group or division of the employee involved. Such supervisory official or his or her designated

representatives shall be within seven (7) days after the employee involved has been notified of his offense.

11-3.11 Company Grievances. The Company also shall present to an officer or representative of the Union designated by it any grievance of the Company pertaining to any matter concerning any employee, or any act or omission of the Union, and if such grievance is not satisfactorily adjusted between them, it shall at the request of either party be reduced to writing by the Company and served on the Union and the answer of the Union shall then be reduced to writing by the Union and served on the Company.

11-4 Arbitration. In the event that any aforesaid grievance has not been satisfactorily settled by any of the foregoing procedures, it may be referred to a board of arbitrators provided notice of its intention to do so is given by either party to the other within forty (40) business days following the decision which results in disagreement. The Board shall be composed of one representative selected by the Company, one selected by the Union, and a third impartial member selected by the first two members, who shall serve as Chairman of the Board of Arbitration. If the parties have not timely concluded a new agreement, it is agreed that the grievance and arbitration procedures of this Section 11 shall continue in effect after the expiration date of this Agreement provided that this procedure shall not apply to grievances arising during a strike of employees who participate in a strike in violation of New York State Law.

11-4.1 Failure to Appoint Arbitrator. In the event that either party fails to appoint its arbitrator after written notice from the other to do so, within the time specified by such notice, which shall not be less than six (6) business days there after, then the party so failing to appoint such arbitrator shall automatically be deemed to have abandoned its contentions in reference to such grievance.

11-4.2 Failure to Select Third Member of Arbitration Board. In the event that the parties are unable to select a third impartial member within six (6) business days after the first meeting for the purpose of selecting such impartial member, then the party presenting such grievance may request the department or bureau of the United States which is then authorized by statute of the United States to do so, to appoint such impartial arbitrator, and if such party fails to make such request to such department or bureau within such six (6) business days, it shall automatically be deemed to have abandoned its contention in reference to such grievance.

11-4.3 Final and Binding Decision. A decision reached by any two of the members of the Board shall be final and binding on both parties to this Agreement. The Company shall pay any expenses involved for the member selected by the Company, and the Union shall pay any expenses involved for the member selected by the Union, and the cost of the third member shall be paid equally by the Company and the Union.

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Until forty-eight (48) months of service following the employee's qualification as a bus or train operator, extra and regular bus and train operators hired as new employees on and after November 1, 1987 shall be paid the following percentages of the full operator's rate of pay during the following periods of time after qualification:

After Qualification:

0 to 12 months following qualification	75% of full rate
12 to 24 months following qualification	80% of full rate
24 to 36 months following qualification	85% of full rate
36 to 48 months following qualification	90% of full rate
48 months and over following qualification	100% of full rate

Until sixty (60) months of service following the employee's first day of employment as a bus or train operator, extra and regular bus and train operators hired as new employees on and after December 5, 1996 shall be paid the following percentages of the full operator's rate of pay during the following periods of time after qualification:

After Qualification:

0 to 12 months following qualification	60% of full rate
12 to 24 months following qualification	65% of full rate
24 to 36 months following qualification	70% of full rate
36 to 48 months following qualification	75% of full rate

pay for such week. In such case, premium time shall not be used in calculating the forty (40) hours' pay for such week. If Saturday schedules are operated on a holiday, employees regularly scheduled to work Saturday shall work the holiday in place of employees who are scheduled to work on the day the holiday falls. In addition to the Company's rights on other holidays, the Company shall have the right to operate Saturday schedules on Martin Luther King Day and Good Friday. If Saturday schedules are to be operated, the Company shall notify the Union at the time of the schedule picking for the period within which the holiday falls.

12-7(2) Maximum Pay Hours of Sunday Runs. It is agreed Sunday bus runs on routes: 6, 11, 14, 15, 16, 17, 18, 20, 23 (Frontier Station), 24, 25, 32 and 35 will pull-out and pull-in instead of making street reliefs. The pay hours for such runs will be governed by a maximum of eight (8) hours and twenty-two (22) minutes of actual platform time, exclusive of pull-out and/or pull-in time, (in lieu of making street reliefs), report time and applicable overtime.

It is further agreed that the Sunday bus runs on routes: 1, 2, 5, 7, 27, 31, 36 and 37 will continue to pull-out and pull-in and will be governed by a maximum of 8.8 pay hours. For the schedule of runs each Winter that become effective at the end of December until the next new schedule of runs in March, Sunday runs on routes 22 and 23 (Cold Spring Station) shall be included in the sentence above.

Sunday bus runs on routes: 3, 4, 8, 9, 10, 12, 13, 19, 21, 22, 23 (Cold Spring Station), 25 (beyond Orchard Loop), 26 and 30 will continue to make street reliefs and will be governed by a maximum of 8.8 pay hours.

12-7(3) Saturday Runs. It is agreed that Saturday bus runs on the following routes will pull-out and pull-in instead of making street relief, effective with the March 1979 schedule revisions: 1, 2, 6, 11, 14, 15, 16, 20, 22, 23, 24 and 25.

12-7.1 To Be Scheduled for Not Less Than 5 Days Per Week. In scheduling the work-week, the Company shall be privileged to schedule regular runs for not less than five (5) days.

12-7.2 Lunch Periods. **Any piece of work over six (6) hours will be given a paid lunch break not less than fifteen (15) minutes in such runs within sixty (60) minutes of the middle of said work.**

12-7.3 Breaks of One Hour or Less. Breaks (i.e., periods during which no work is scheduled to be performed) of one hour or less in regular scheduled runs shall be paid for at straight time, except that when the total of platform time, report time, travel time, and paid break in any scheduled run exceeds eight (8) hours, the time in excess of eight (8) hours shall be paid at time and one-half. Since the Company is paying the bus or train operator for such "break", the bus or train operator during such "break" shall perform such work as the Company may assign to him or her and which he or she is reasonably capable of performing. Any run with such "paid breaks" shall be considered a straight run.

12-9.1(c) Until February 1, 1994, swing runs in excess of ten (10) consecutive hours shall pay time and one-half for the time in excess of ten (10) consecutive hours, such premium pay to be in addition to any other contractual payments necessary to meet the daily or weekly minimum pay. Effective February 1, 1994, swing runs in excess of ten and one-quarter (10-1/4) consecutive hours shall pay time and one-half for the time in excess of ten and one-quarter (10-1/4) consecutive hours, such premium pay to be in addition to any other contractual payments necessary to meet the daily or weekly minimum pay.

12-10 Extra Bus and Train Operators' Guarantees, Reports and Allowances.

12-10.1 Daily Guarantee. Extra bus and train operators shall be guaranteed eight (8) hours' pay per day at their regular straight-time hourly rate for five (5) days per week, provided they shall have made all reports as directed.

12-10.1(a) Pay for work performed in excess of a run or eight (8) hours of other work in any of such days shall not be included in computing guarantee wages due such bus or train operators.

12-10.2 Regular Days Off. Extra bus and train operators shall be allowed two (2) consecutive days off per week. The Company shall prepare from time to time, as needed, a schedule, which shall enable extra operators to select or "pick" on a seniority basis their scheduled days off.

12-10.2(a) Holiday Work. In a manner similar to the procedure established for the regular bus and train operators, extra bus and train operators who are scheduled to work on Sundays shall work on holidays on which Sunday schedules are operated, in place of extra bus and train operators who are normally scheduled to work on those days and who shall have the day off. In a manner similar to the procedure established for regular bus and train operators, extra bus and train operators who are scheduled to work on Saturdays, shall work on holidays on which Saturday schedules are operated, in place of extra bus and train operators who are normally scheduled to work on those days and who shall have the day off.

12-10.3 Reduced Guarantees. Extra train or bus operators off work for more than two (2) days per week, or who fail to report for work as directed, or who fail to complete the work assigned on a report, shall forfeit their daily guarantee for each day they are off work or fail to report for work as directed.

12-10.4 Reports. An extra bus or train operator shall not be held longer than three (3) hours on his or her first report.

12-10.4(a) An extra bus or train operator required to make a second report in a day and who is not assigned work during such report, shall not be held longer than three (3) hours or shall be released after eleven and one-half (11-1/2) consecutive hours computed from the time of his or her first report, whichever first occurs.

12-11.1(a) Missing Sixty (60) Minutes or Less. An Operator with not more than five (5) misses in the current period of twelve (12) consecutive months may remove for purposes of discipline a maximum of four first-half misses by making himself or herself available for work.

In order to have a miss removed the following requirements must be met:

1. The Operator must report in person and ready to work within sixty (60) minutes of the miss.
2. The Operator must be present in the station for a show-up period of six (6) hours, which may be continuous or split at the discretion of Metro, during which time he or she may be assigned work.
3. If work is assigned, the Operator must accept and complete such work.
4. If work is assigned but completed before the total time plus actually served show-up time equals six (6) hours, the Operator must serve sufficient additional show-up time to equal a total of six (6) hours (combined work time and show up time) or until the station closes, whichever comes first, and must accept and complete any additional work assigned during such additional show-up time.

Removed misses will not be counted for disciplinary purposes but will remain on the Operator's record.

12-11.1(b) Missing More Than Sixty (60) Minutes. A regular bus or train operator missing his or her run by more than sixty (60) minutes for the first time in any calendar month shall be permitted to work his or her regular run on his or her next regularly scheduled work-day following the miss, provided he or she reports in the usual manner.

An extra bus or train operator who does not report in person to the station on the day of his or her first miss in any calendar month shall phone his or her Station Supervisor (in the case of train operators, the District Manager) or Station Clerk to learn the time at which he or she is to report on his or her next regularly scheduled work-day.

12-11.1(c) Missing for Two Consecutive Scheduled Work-Days. A regular or extra bus or train operator missing his or her run or first report for two (2) consecutive scheduled work-days, must report in person at the station to the District Manager or his or her representative for disciplinary action, if any, before forty eight (48) hours have elapsed since the time of the miss on the first day, excluding regularly scheduled days off. When the District Manager or his or her representative is not present at the station before the bus or train operator's scheduled report time, the bus or train operator shall be permitted to work on that day, but must report later that day to the District Manager or his or her representative. A bus or train operator failing to so report shall be automatically suspended.

shall be paid at the rate of time and one-half his or her regular rate for such delayed time only to the extent that the delayed time exceeds eight (8) hours of work for that Operator on that day including report and travel time.

12-13.2 Bus and Train Changes and Other Non-Passenger Service. A bus or train operator who is requested by the Controller, Controller or Supervisor to make a bus or train change or to perform other non-passenger service and is delayed beyond his or her scheduled finishing time shall be paid at the rate of time and one-half his or her regular rate for the delayed time involved.

12-13.2(a) Bus Change in Connection With a Relief. A bus change made in connection with a relief when the bus being operated by the bus operator being relieved can be pulled in, may be made by the bus operator making the relief pulling out and the bus operator being relieved pulling in.

12-13.3 Stubs or Extra Trips - Bus Operators. A bus operator who is requested by the Controller or Supervisor to perform a stub or an extra trip and is delayed beyond his or her scheduled finishing time shall be paid at the rate of time and one-half his or her regular rate for the delayed time involved or a minimum of one hour's pay at his or her straight-time hourly rate which shall include all allowances to which he or she may otherwise be entitled, whichever is greater.

12-13.4 Stubs or Extra Trips - Train Operators. A Train Operator who is requested by the Controller or Supervisor to perform a stub or an extra trip and is delayed beyond his or her scheduled finishing time shall be paid at the rate of time and one-half his or her regular rate for the delayed time involved. However, a Train Operator may be required to make one (1) additional round trip beyond his or her scheduled finishing time.

12-14 Instruction and Line Instruction Allowance. Effective August 1, 2000, Bus and Train Operators shall be paid an allowance of **one dollar (1.00)** per hour, in addition to their regular straight time hourly rate, for the platform and report time during which they are engaged in instructing student operators in bus or train operation on the instruction bus or train and in bus or train operation in regular service. **This applies to Bus and Rail Operators only.** The Company shall be privileged to select for instruction bus or train and line instruction Bus or Train Operators having the ability to instruct.

12-14.1 The instructor will have a maximum of two (2) students at any one time. In an emergency a maximum of three (3) students.

12-14.2 All instruction and line instruction is voluntary.

12-15(a) Uniform Allowance. Commencing **August 1, 2000**, the Company shall provide in each year of the contract to each operator who on December 31 of the preceding year had performed 205 days of work in the previous year for the Company, an award of uniform clothing up to a value of **\$275.00**, provided that he or she is actively working for the Company as an

subject to Company approval, as to its compliance with the Company's uniform standards, the Company's contract with the supplier and the terms of this contract.

For the purpose of determining whether an employee has qualified for uniform allowance by working two hundred and five (205) days, the following days not actually worked by the employee shall be considered as having been worked: Vacation days (whether paid or unpaid); days lost by reason of temporary leave of absence for Union business, the number of which shall be limited as provided in Section 8-1.2 of this Agreement; and days lost as a result of a compensable injury for which the employee was in no way at fault, in which case such days shall be so considered with respect only to the first calendar year in which such injury occurs, except that in the event that the injury results in a subsequent recurrence of lost time, days lost but not in excess of forty (40) in any calendar year shall be considered for this purpose as having been worked.

12-15(b) In the event that an operator accepts his or her pension after having been measured for uniform and before the uniform distribution is made, he or she shall not be deprived of the uniform award in uniform clothing. In the event that an operator accepts his or her pension before having been measured for a uniform, he/she shall receive 50% of the cash value of the uniform for the year in which the employee retires.

12-16 Specifications for Uniforms. Specifications for the type and character of operators' uniforms shall be mutually agreed upon by the Company and the Union.

12-17 Curtailement of Service in Emergencies. In the event of temporary cancellation or curtailment of runs (but which cancellation or curtailment does not exist for more than three (3) days) resulting from emergencies caused by shortage of buses or cars, breakdowns, snow storms, power failure, floods or other extraordinary weather conditions, or by reason of a fire or other catastrophe damaging to such an extent as to cause the closing of any station, or a substantial portion thereof, for not more than three (3) days, or causing the destruction of, or damage to such an extent as to prevent the operation of, a material number of buses or cars for not more than three (3) days, then the regular bus and train operators shall be paid at their straight-time hourly rates for the platform time in the regular scheduled runs which are so cancelled or curtailed; provided:

12-17(a) That no payment in any such event or events shall be made for more than three (3) days and during such three (3) or less days such payments shall be made only to such regular bus and train operators who report on time for their regular scheduled runs and remain on duty during the period thereof, unless excused, and during such period perform such other duties or any jobs in the Company as they are reasonably capable of performing and which may be assigned to them by the Company; no payment shall be made in the event of any cancellation or curtailment of runs continuing for more than three (3) days.

12-18 Operators Assigned to Other Duties. Any bus or train operator may be assigned at any time by the Company to such work as they are reasonably capable of performing, and when

has furnished proof to the satisfaction of the Company if asked for such proof by the Company;

4. Reporting late within thirty (30) minutes after his or her scheduled reporting time, provided that after reporting he or she remains on duty as directed and works a complete scheduled run or eight (8) hours of miscellaneous work;
5. If an Operator works his/her regular day off before an incident resulting in a suspension, and if all three events (work on regular day off, incident and actual suspension) all occur in the pay period, then the Operator will still get time and a half for working his/her regular day off.
6. Excused absence for the use of a paid Personal Day under Sections 8-8.2 through 8-8.2(b) or for paid Sick Leave Day under Sections 8-8.1 through 8-8.1(e), except for a paid sick leave day taken the work day before or the work day after the employee's scheduled day off.

An operator who fails to complete his or her regularly scheduled work week for reasons other than provided above, shall be paid at straight time for work performed on any of his or her regularly scheduled days off until he or she has worked forty (40) hours at straight time pay, excluding overtime worked during the work week. An operator who has completed four of his or her regularly scheduled work days and, on his or her first regularly scheduled day off, completes another regularly scheduled work day, or eight (8) hours of work, will be paid time and one-half for any work performed on his or her second regularly scheduled day off. Holidays shall be considered scheduled days off for regular operators who are not scheduled to work on such days.

Charter work shall be paid at straight time for the first eight (8) hours of such work performed.

12-21(a) Regular bus and train operators who on a regularly scheduled day off, have worked a complete scheduled run or a number of hours equal to a normal scheduled work-day, if assigned to a second scheduled run on the same day, shall at the discretion of the Company be relieved therefrom when an extra bus or train operator who has not completed a normal scheduled work day becomes available for assignment to such work.

12-21(b) The basis for computing the said payment of time and one-half to regular or extra bus or train operators working on a scheduled day off shall be on the total of platform time, report-time allowance, and travel time if any.

12-22 Other Days Off. Operators desiring for personal reasons a day off, in addition to their scheduled days off, shall so signify their desire by having their names and the day desired entered in a book which shall be maintained by the Company at each station for such purpose.

of driving or operating time in the twenty-four (24) consecutive hours immediately following the time that he or she first commenced to drive a bus or operate a train in any calendar day. The Company shall have the right to refuse a train operator's request to work more than twelve (12) hours of platform time in the twenty-four (24) consecutive hours immediately following the time that he or she first commenced to operate a train in any calendar day.

12-24(a) A bus or train operator so relieved within the twenty-four (24) hour period defined in paragraph 12-24 shall be released from all work and shall be off duty for at least eight (8) consecutive hours following his or her release before he or she may again be assigned to work.

12-24(b) These provisions shall not apply in the case of delays due to accident or emergency caused by the elements or a cause not known to the Company at the time the bus or train operator commenced work prior to any such delay, nor the Interstate Commerce Commission (ICC) work assignments. ICC rules applicable thereto shall continue in effect.

12-25 Procedure for Picking of Runs. Schedules of runs, as the same are revised, changed, altered, redesigned or to be re-picked from time to time, shall be posted at the station affected at least twenty-seven (27) days (except in emergencies) before such schedules shall become effective, and in connection therewith there shall be a notice stating the time when picking thereof shall begin, the date when such schedules shall become effective which shall be the third Sunday following the completion of the picking, and the bus and train operators who shall report each day for the purpose of picking or selecting their runs. Operators shall report for picking of runs at their own station in departmental seniority order at the time stated. The number so reporting in any one day at each of the bus stations in the Buffalo Bus Division shall not exceed thirty-five percent (35%) of the total number of runs to be picked. There shall be a minimum of four (4) general pickings of runs at each station or operating division during each calendar year. Except in the case of emergency, the effective dates of such pickings shall be no later than the fourth Sunday in March, the second Sunday in July, the third Sunday in September and the last Sunday in December. Preparatory to the revision of schedules, preliminary meetings for discussion thereof shall be held with Union representatives, which shall be participated in by not in excess of two such representatives from the station affected. Not in excess of two Union representatives shall conduct any picking at each of the stations in the Buffalo Division, and such picking shall be completed within five (5) consecutive days, except that in the case of train operators such picking shall be completed within two (2) consecutive days. For train operators not in excess of one Union representative will participate in the preliminary and regular schedule meeting and shall conduct the schedule picking.

12-25.1 Bus and Train Operators Shall Pick When Notified. The bus and train operators entitled to pick runs shall promptly do so at the time stated in the aforesaid notice, either personally or through their Union representatives, and shall continue expeditiously and diligently to so pick, all in accordance with their seniority rights.

the change is the result of a clerical error by the Schedule Department which does not affect the starting or finishing time by more than one (1) hour.

12-26 Line Spacing - Bus Operators. In lieu of additional running time in the schedules of runs for bus operators from the first Sunday in December to the first Sunday in March, the Company shall space bus lines when, in the opinion of the Company and the designated Union representative, street conditions warrant additional running time. In periods of abnormal weather conditions, the Company shall take necessary steps to assure that no bus operator shall be stubbed or cut on successive trips.

12-26(a) Line Spacing - Train Operators. The Company shall have the right to space train operators when in the opinion of the Company conditions warrant.

12-27 Adjustment of Disputes. In the event that any dispute shall arise between the parties hereto in reference to any action of the Company or by any employee under any of the foregoing provisions of this Section, it shall be adjusted under the grievance procedure hereinbefore provided. No complaint, controversy or grievance in any respect relating to schedules of runs, shall prevent, interfere with or hinder the picking or assignments under such schedules, or the operation of the runs thereunder. In the event of any such complaint, controversy or grievance, the schedules and the runs thereunder shall nevertheless be operated and performed in accordance therewith, and such complaint, controversy or grievance shall be determined in accordance with the said grievance procedure.

12-27(a) If any dispute shall arise as to the application of the foregoing provisions in respect to the physical or mental condition of any employee at any time, then it shall be considered and adjusted under the grievance procedure hereinbefore provided, and if it cannot be so adjusted it shall then be submitted to an impartial physician to be selected by the physician for the Company and the physician designated by the Union, under the procedure, terms and conditions set forth herein in paragraphs 8-7.1 and 8-7.2. The decision of such impartial physician shall be conclusive and binding and the expenses of such impartial physician shall be borne equally by the Company and the Union.

12-28 Call-In Minimum. Bus and train operators who are called into work shall be guaranteed a minimum of two (2) straight time hours' pay.

12-29 Required Physical Examinations - 19-A. Bus and train operators shall be paid for time spent in physical examinations required by Section 19-A of the New York State Vehicle and Traffic Law or by Section 12-2 of this Agreement at straight time rates with a minimum of one (1) hour pay provided the examination is conducted by the Company physician.

12-30 Relief Counter-Wrapper Clerks. The run of a bus operator working as a relief counter-wrapper clerk for an entire work week shall be placed in a hold-down and filled in accordance with past practice for the week. If a holiday falls within such work week the operator shall have the holiday off in the same manner as counter-wrapper clerks. Operators working as

Company agree to the following provisions, applicable to bus and train Operators, Regular Station Clerks, Metro Fare Inspectors and Traffic Checkers:

A. With respect to the employee's birthday as described in Section 18-5, it is agreed that Bus and Train Operators, Regular Station Clerks, Metro Fare Inspectors or Traffic Checkers may have the option of converting his/her birthday under Section 18-5 to either a floating holiday or adding such day to the employee's accumulated sick days as follows:

(i) An employee wishing to make such election to have his/her birthday treated as a floating holiday or as an accumulated sick day must notify the Company in writing in the calendar year prior to his/her birthday at the time he/she picks vacation for the next year. An employee not making such election at such time shall have his or her birthday treated as provided in Section 18-5.

(ii) If the bus or train Operator, Regular Station Clerk, Metro Fare Inspector or Traffic Checker timely elects to have his/her birthday to be treated as a floating holiday, he/she must submit his/her request to use such floating holiday at least two weeks in advance of the date he/she wishes to use the floating holiday. The Company will notify the employee at least 72 hours before the day the employee requests to be off as to whether he/she may take that day as a floating holiday. If the Company is going to permit the use of a floating holiday on any given day and more employees request a floating holiday than the Company will permit off at the particular station, the employees who first request to use the particular day as a floating holiday shall be given preference.

(iii) Any floating holiday not taken in the calendar year in which the employee's birthday falls, shall be paid as per the provisions of Section 18-5 at the end of the calendar year.

(iv) If an Operator, Regular Station Clerk, Metro Fare Inspector or Traffic Checker elects to convert his/her birthday to an accumulated sick day, such election will be effective on the January 1st of the year in which the employee's birthday falls.

B. With respect to Good Friday and the employee's anniversary date of hire, as provided for in Section 18-5, it is agreed that bus and train operators may have the option of converting either or both Good Friday and/or the employee's anniversary date of hire to an accumulated sick day, provided the operator made such election in writing in the prior calendar year at the same time as he/she picks vacation. An employee not making such election at such time shall have Good Friday and/or his/her anniversary date of employment treated as provided in Section 18-5. If an operator elects to convert Good Friday to an accumulated sick day, such election will be effective on the December 31st of the year in which such Good Friday falls, it being agreed that such election may be revoked on or before April 1st, if the Company decides to operate Saturday schedules on Good Friday. If an operator elects to convert his/her anniversary date of hire to an accumulated sick day, such election will be effective January 1st of the year in which such anniversary date of hire falls. An operator electing to convert Good

in effect in the Collective Bargaining Agreement that expired July 31, 1990, shall be substituted for the provisions of Section 12-13.1 of the current Collective Bargaining Agreement effective the January 1st following the last year for which employees could make the elections contemplated by subparagraphs A and C above.

12-34 205 Work Day Requirement. For purposes of meeting the two hundred and five (205) work day requirement for benefits or uniform allowances, full-time operators who accept extra work assignments in a work day, paying at least two (2) hours, will be credited with a day's work for such work up to a maximum of two (2) days per week.

12-35 The Company will provide lockers at all locations for full time operators for the storage of work related equipment when not in use.

**SECTION 12-A - PROVISIONS RELATING
EXCLUSIVELY TO METROLINK**

Metro Link Agreement

The operation of MetroLink services is a vital component of Metro's provision of transit services. The MetroLink service will not jeopardize the job security of Metro fixed-route-full-time employees or the present and future integrity of the bargaining unit. To those ends, the parties agree as follows:

It is agreed that Metro can operate MetroLink service;

If at any point it is determined that the number of fixed route revenue vehicle hours expected to be operated by Metro will be less than the Minimum Service Level (as defined herein), Metro will convert MetroLink service (excluding ParaTransit) to regular Metro Fixed route service in the amount necessary to reach the Minimum Service Level. This conversion may include the operation of a small transit vehicle by a fixed route Metro operator. If all MetroLink service(excluding ParaTransit) has been converted and the Minimum Service Level has still not been achieved, no new MetroLink service (excluding ParaTransit) may be operated until such time as sufficient new Metro fixed route service has been created to achieve the pre-existing Minimum Service Level.

The Minimum Service Level shall be defined as the number of fixed route revenue vehicle hours not less than 770,646, which represents the number of Metro fixed route revenue vehicle hours as reported in the 17-A report submitted to New York State at the end of each fiscal year.

The figure of 770,646 hours does not include rail service. It is agreed that if there is a shutdown of rail service, Metro bus will exclusively replace rail service. All Metro bus revenue vehicle hours necessary to replace rail service will be added to the Minimum Service Level.

2. Second twelve (12) months after qualification = sixty five percent (65%) Metro Top Rate.
3. Twenty-four (24) months after qualification = seventy percent (70%) Metro Top Rate.
4. Once a MetroLink operator successfully bids on a fixed route bus operator position, all months of service worked as a MetroLink operator will count toward wage progression as defined in Section 12-3.1.

	<u>5/21/01</u>	<u>8/1/01</u>	<u>2/01/02</u>	<u>8/1/02</u>	<u>2/1/03</u>
0-12 months	10.07	10.25	10.43	10.64	10.85
12-24 months	10.91	11.10	11.30	11.52	11.75
24 and over	11.75	11.96	12.17	12.41	12.66

5. The number of MetroLink operators will at no time exceed twenty percent (20%) of full-time Metro operators. Metro is hereafter defined to be Metro full time operators working full-time fixed route service as currently defined in Section 12 of the 1996 Collective Bargaining Agreement (CBA).

When the number of MetroLink operators exceeds twenty percent (20%) of the number of Metro operators the following will apply:

- a. The MetroLink operators in excess of twenty percent (20%) will be promoted to Metro full time status.
 - b. The MetroLink work created by said excess will be operated by Metro operators and picked at the next Metro sign-up.
5. Effective upon the signing of this agreement;
 - a. All part-time operators and ParaTransit operators will be dovetailed into one seniority list. From this list, MetroLink work will be filled in order of seniority.
 - b. Upon ratification of the Agreement, current Helpers and Porters who have not had the opportunity to successfully bid into a full-time fixed route operator position will have the opportunity to successfully bid on such positions. Current Helpers – Porters must exercise this bidding option when available.
 - c. MetroLink drivers will be given preference in bidding on all open Metro Fixed route operator positions (subject to limitations listed above in Par. B).
 5. In the event of layoff, full-time Metro employees represented by ATU will be allowed to bump into MetroLink or ParaTransit positions, without loss of pay and/or benefits, provided they are unable to bump to other Metro jobs. Such employees must return to their former Metro position if recalled. All negotiated Metro benefits under the parties

12-B-1.1 Definition. A part-time bus or train operator is defined as a person who is employed by Metro on a continuing basis whose assignments will consist of weekend and holiday work only, and who is guaranteed two (2) hours' straight-time pay whenever called into work, or pay for hours worked, whichever is greater.

12-B-1.2 Work Assignments. Part-time operators shall be used exclusively for the purpose of working weekend and holiday assignments, the work and location of which shall be at the discretion of the Company.

12-B-2 Straight-Time Hourly Rates of Pay for Part-Time Bus and Train Operators. After qualification as a Part-Time Bus and Train Operator, the maximum straight time hourly rates of pay of part-time bus and train operators shall be 70% of the maximum straight time hourly rate of full-time regular operators.

During the qualification period, part-time operators shall be paid **seventy-percent (70%) of the top part-time rate.**

Until ninety-six (96) months of service following the employee's qualification as a part-time bus or train operator, such part-time bus or train operators shall be paid the following percentages of the maximum hourly rate for part-time bus and train operators during the following periods of time after qualifications.

After Qualification:

0 to 24 months following qualification	75% of full rate
24 to 48 months following qualification	80% of full rate
48 to 72 months following qualification	85% of full rate
72 to 96 months following qualification	90% of full rate
96 months and over following qualification	100% of full rate

The aforesaid periods relate to service of part-time operators with the Company after they qualified for employment with the Company by satisfactorily completing their training periods.

By applying the above provisions for the duration of this Agreement, the following chart are the applicable rates of pay for part-time operators following qualification as a part-time operator:

12-B-9 Work Obligation. Any part-time bus or train operator who was offered at least two hundred (200) hours of work and who did not actually work at least two hundred (200) hours in any given calendar year may be separated by the Company from the employ of the Company, but may be rehired by the Company.

12-B-10 Information For The Union. A list showing the number of hours worked and what assignments worked by part-time operators will be made available to the Union on a weekly basis. A seniority list for part-time operators will be made available to the Union on a monthly basis.

12-B-11 Promotion to Full-Time Operator Position. After completing the bidding required by Section 10 of this Agreement, any new, unfilled full-time bus and train operator positions will be offered to qualified part-time operators, provided there are a sufficient number of qualified applicants. Seniority shall determine the order of selection provided that the part-time operators are qualified and have completed six (6) months of service immediately preceding their transfer to full-time status.

12-B-11.1 A part-time operator who accepts employment as a full-time operator shall, for all purposes, accrue service seniority only from the date hired as a full-time operator and shall be paid as if hired on the date they were placed into full-time status.

12-B-11.2 It is understood that within sixty (60) days from a part-time operator's qualifying as a full-time operator, the employee may exercise an option to return to part-time status. In addition, the Company may exercise an option to return the employee to part-time status. In the event the employee exercises his or her option to return to part-time status, said employee will, for the purpose of being afforded full-time status at a future date, revert to the bottom of the part-time seniority list.

12-B-11.3 Part-time Operators will have first preference, by seniority, to Helper and Porter positions not filled by full-time employees.

12-B-12 Transportation. Part-time operators shall be provided free transportation on the lines of the Company provided that the operator is in uniform.

12-B-13 Uniforms. Part-time operators shall be required to wear the prescribed uniform while working. Part-time operators will be issued a voucher equivalent of two (2) uniform shirts and one (1) pair of uniform pants at the time of qualification and annually thereafter.

12-B-14 Other Provisions of This Collective Bargaining Agreement. Except as specifically provided in this Section 12-B, none of the provisions of this Collective Bargaining Agreement or any other agreement between the Company or the Union shall apply to part-time operators or their work.

12-B-15.1(a) Pay for work performed in excess of a run or eight (8) hours of other work in any of such days shall not be included in computing guarantee wages due such part time bus or part time train operators.

12-B-15.2 Metro shall determine the number of part-time operator extra board assignments. Such assignments may be allocated to Saturday assignments, Sunday assignments and Saturday/Sunday assignments for picking purposes.

12-B-15.3 Holiday Work. In a manner similar to the procedure established for the regular bus and train operators, extra bus and train part-time operators who are scheduled to work on Sundays shall work on holidays on which Sunday schedules are operated. In a manner similar to the procedure established for regular bus and train operators, extra bus and train part-time operators who are scheduled to work on Saturdays, shall work on holidays on which Saturday schedules are operated.

12-B-15.4 Reports. An extra bus or train part-time operator shall not be held longer than three and one-half (3 1/2) hours on his or her first report.

12-B-15.4(a) An extra bus or train part-time operator required to make a second report in a day and who is not assigned work during such report, shall not be held longer than three and one-half (3 1/2) hours or shall be released after eleven and one-half (11 1/2) consecutive hours computed from the time of his or her first report, whichever occurs first.

12-B-15.4(b) Part time extra operators to receive the minimum eight (8) hour guarantee shall report twice daily within a twelve (12) hour spread (i.e. twelve (12) hours from time of first report).

Any time worked by part-time extra operators after a twelve (12) hour spread, will be paid at the time and one-half rate and the half-time portion of such pay will not be applied toward the operator's daily guarantee.

If an operator makes such a request, the Company will use its best efforts to so relieve the operator as close to the twelve (12) hour point as possible, which efforts shall include requesting other operator overtime and, if necessary, an all-call. Until relieved, the part-time extra operator must complete the assigned work.

12-B-15.4(c) Pay for work performed by an extra bus or train part-time operator before or after the completion of his or her regularly scheduled reports or work assignments shall not be included in computing his or her daily guarantee.

12-B-15.5 Optional Report - Extra Part-Time Operators. Extra part-time operators who finish their day's work after 9:00 pm shall have the privilege of an optional report, that is, if they so desire and so inform the Station Clerk in the prescribed manner, they will be excused from

<u>Classification</u>	<u>8/1/00</u>	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>
Leader	18.21	18.53	18.85	19.23	19.61
Mechanic Special	17.88	18.19	18.51	18.88	19.26
Mechanic "A"	17.50	17.81	18.12	18.48	18.85
Mechanic "B"	16.79	17.08	17.38	17.73	18.08
Booker-Clerk	16.79	17.08	17.38	17.73	18.08
Sign & Loop Man	16.79	17.08	17.38	17.73	18.08
Mechanic "C"	16.45	16.74	17.03	17.37	17.72
Material Expediter	16.45	16.74	17.03	17.37	17.72
Helper with Tools	16.37	16.66	16.95	17.29	17.64
Truck Driver	16.37	16.66	16.95	17.29	17.64
Vault Transp. Dr.	16.85	17.14	17.44	17.79	18.15
Helper (Before 8/25/83)	16.26	16.54	16.83	17.17	17.51
Helper (8/26/83 - 10/31/87)	15.35	15.62	15.89	16.21	16.53
Helper (After 10/31/87)	13.88	14.12	14.37	14.66	14.95
Porter (Hired after 8/1/84)	13.00	13.23	13.46	13.73	14.00
Porter (Hired before 8/1/84)	13.54	13.78	14.02	14.30	14.59

60 months and over
following first day of employment

Full rate of job
being performed

When it is determined by Metro to fill vacancies in Mechanic A, Specialist and Leader positions, the procedure will be as follows:

1. Persons who were full-time Metro employees covered by this Agreement as of **12/16/96**, will be governed by CBA job filling, new hire progression and trial period/testing requirements in effect as of that date.

2. Paragraph 2 applies if the position is not filled under Paragraph 1. Persons who were not full-time Metro employees covered by this Agreement as of the date the contract is signed, will be governed by revised job filling and progression requirements. The vacant position will be awarded to the most senior current employee (or new hire selected by Metro, if no current employee applies) who passes the required advance comprehensive skills test for that position.

A person who passes the advance comprehensive skills test and is awarded the position will be subject, if applicable, to a four-year progression for new hire employees as listed below and to existing trial period/rate testing procedures.

Zero to 12 months following
first day of employment

75% of hourly rate

12 to 24 months following
first day of employment

80% of hourly rate

24 to 36 months following
first day of employment

85% of hourly rate

36 to 48 months following
first day of employment

90% of hourly rate

48 months and over following
first day of employment

Full rate of job
being performed

13-3 Scheduled Work-Week and Work-Day; Overtime Provisions.

13-3.1 The scheduled work-week, work-day and overtime provisions shall be as follows:

13-3.1(a) Work-Day: Eight (8) hours - five (5) days per week

The Company shall have the right to establish different shift hours for the various employees working out of the Rail Shops, subject to the Union's approval, which will not be unreasonably withheld.

First shift (day shift) employees who perform work before or after the scheduled starting or completion time of their regularly picked shift will be paid at overtime rates for the time in excess of their normal hours of work, however, they will not be entitled to shift differential pay.

13-3.2 Scheduled Days Off. The Company will make all reasonable efforts to schedule consecutively the days off of employees during their five-day work-week, provided such scheduling of days off is consistent with the efficient operation of the Company's business.

13-4 Employees Called Back to Work after Completion of Regular Day's Work. Employees who have completed their scheduled day's assignment and have left their place of employment and are thereafter called back to work shall be paid at the rate of time and one-half, but the amount so paid shall not be less than the equivalent of five (5) hours' pay at straight time.

If an employee is called in to work prior to the start of his or her shift, he or she will be paid at the rate of time and one-half (1-1/2) for the hours prior to regular starting time, but the amount paid for that time period shall not be less than the equivalent of five (5) hours' pay at straight time.

Employees who have added to their schedule (prior to the end of their previous work day) a report prior to their regular starting time, shall be paid at a rate of time and one-half (1-1/2) for the hours prior to their regular starting time, but the amount for such time shall not be less than the equivalent of three (3) hours' pay at straight time.

Employees who are on property before their regular scheduled starting time and who are requested by the Company to begin work before that starting time, shall be paid at the rate of time and one-half (1-1/2) for the hours before that starting time, but the amount so paid shall not be less than the equivalent of three (3) hours' pay at straight time.

Selection of the employee to perform work on a scheduled basis prior to the start of their regular scheduled shift, shall be done by using the overtime list for the employees on the shift to which the overtime is attached. Any employee accepting overtime work as set forth in the conditions above, shall be dropped on the overtime list in accordance with the overtime procedure.

Employees who refuse a scheduled overtime assignment or employees who refuse overtime when they are on property prior to the start of their work shift, will not be dropped on the overtime list.

13-5 Overtime Lists. Continuous, rotating overtime lists shall be maintained in the Maintenance Department as follows:

13-5.1(d) Snow Work Overtime Lists. The "Snow Work" continuous rotating overtime lists will be maintained at each location from October 15th to April 15th. As of October 15th each year the "Snow Work" overtime lists as in effect as of the previous April 15th will be used. Prior to October 10th of each year employees desiring to be added to the "Snow Work" overtime list must so notify their supervisor in writing and shall be added to the bottom of the list in departmental seniority order. The "Snow Work" overtime list will be open to all employees above Helper who possess the appropriate driver's license. Employees will be selected for "Snow Work" overtime from the "Snow Work" overtime list in the following order:

1. First, the Company, starting at the top of the "Snow Work" overtime list, will contact those employees who are not then working but who are available for snow work. It is agreed that if an employee is next on a "Snow Work" overtime list and is also within two (2) hours of completing his or her regular shift, then he or she shall be considered available for snow work and shall be asked.

2. After exhausting the procedure outlined in paragraph 1 above, the Company shall next ask the employee highest on the "Snow Work" overtime list who is currently working any part of his or her regular shift.

3. After exhausting the procedures outlined in paragraphs 1 and 2 above, the Company may then call any qualified employee who has the appropriate driver's license.

13 5.2 Sign-Up. New entrants to any overtime list will be placed at the bottom of the applicable overtime list as of the day of their written request to be added to the overtime list. An employee who has requested to be removed from the overtime list may only return to an overtime list as of the first day of the month following his or her written request and such employee shall be added to the bottom of the applicable overtime list. If on any day more than one employee is added to any overtime list, such employees will be added to the bottom of the overtime list at each location in departmental seniority order.

13-5.3 Rotation on List. An employee who works one and one-half (1-1/2) hours of overtime or more on any one (1) occasion shall have his or her name moved to the bottom of the overtime list. An employee who works two and one-half (2-1/2) hours of overtime or more on road/field service on any one (1) occasion shall have his or her name moved to the bottom of the overtime list. The same provisions for rotation to the bottom of the overtime list as provided above shall be applicable to the "Snow Work" overtime list. An employee who, by operation of the above, moves to the bottom of any overtime list or "Snow Work" overtime list shall be rotated to the bottom of all other overtime and "Snow Work" overtime lists on which his or her name appears, except that the "Snow Work" overtime lists for the Rail Shops shall be maintained separately and rotation to the bottom of the Rail Shop overtime list shall not cause rotation on the other overtime lists and rotation to the bottom of the other Rail Shops overtime lists shall not cause rotation on the Rail Shops "Snow Work" overtime list.

3. Excused absence for any reason which in the judgment of the Company is a valid reason for absence and for which the employee has furnished proof to the satisfaction of the Company if asked for such proof by the Company;
4. Reporting late within thirty (30) minutes after his or her scheduled reporting time, provided that after reporting he or she remains on duty as directed and works a complete scheduled run or eight (8) hours of miscellaneous work;
5. Disciplinary suspension, except for a disciplinary suspension for missing or absenteeism;
6. Excused absence for the use of a paid Personal Day under Sections 8-8.2 through 8-8.2(b) or for paid Sick Leave Day under Sections 8-8.1 through 8-8.1(e), except for a paid sick leave day taken the work day before or the work day after the employee's scheduled day off.

An employee who fails to complete his or her regularly scheduled work week for reasons other than provided above, shall be paid at straight time for work performed on any of his or her regularly scheduled days off until he or she has worked forty (40) hours at straight time pay, excluding overtime worked during the work week. An employee who has completed four of his or her regularly scheduled work days and, on his or her first regularly scheduled day off, completes another regularly scheduled work day, or eight (8) hours of work, will be paid time and one half for any work performed on his or her second regularly scheduled day off. Holidays shall be considered scheduled days off for regular employees who are not scheduled to work on such days.

13-7(a) Time and one-half paid to such employees so working on any scheduled day off shall not be paid on any time on which time and one-half shall have been previously paid.

13-8 Cancellation or Curtailment of Work. In the event of temporary cancellation or curtailment of work, which cancellation or curtailment does not continue for more than three (3) days, resulting from emergencies due to a shortage of material or equipment, or to breakdowns, snow storms, floods, or other extra ordinary weather conditions, or by reason of a fire or other catastrophe resulting in the closing of their regular place of work, or a substantial part thereof, for not more than three (3) days, the employees (other than part-time employees and employees who do not now normally work during the period of inclement weather) shall be paid at their straight-time hourly rates for the hours when their work is so cancelled or curtailed; provided --

13-8(a) No payment in any such event shall be made for more than three (3) days and, during such three (3) days, payment shall be made only to employees who report on time for their scheduled work and remain on duty during the period thereof, unless excused, and during such

Two (2) pickings for shift preferences and work (provided they are able to perform the work) shall be effective with the dates of the Transportation picks in the months of March and September as specified in Section 12-25.

One Union official at each location will be excused for the day on which such picking occurs to conduct the picking. However, for the September and March picking, one additional Union official from the South Park Shops and the Bus Shops will be excused for the day on which the picking occurs to conduct the picking.

Porters shall have a picking of tricks of duty four times during each calendar year, to be made at a time designated by the Company and no later than nine (9) days before they are to take effect, which shall be effective with the dates of the Transportation picks as specified in Section 12-25. Such picking shall be on the basis of Departmental seniority.

13-13 Change in Scheduled Starting or Quitting Time. When an employee is required by the Company to change his or her regularly scheduled starting or quitting time and the Company fails to give five (5) calendar days' notice of such change, time and one-half will be paid to such employee for all hours worked before his or her regularly scheduled starting time and after his or her regularly scheduled quitting time during the first three (3) days following the change. The provisions of this Section 13-13 are specifically applicable to the vacation and absentee relief personnel.

13-14 Snow Work. The Company will continue the practice of having any of the following work when it deems necessary or desirable, performed by contractors using union labor: snow work, including but not limited to plowing, salting, sanding and loading snow.

13-15 Rainstorm Clothing, Work Clothing and Certain Equipment.

13-15.1 Rainstorm Clothing. Any employee, whose work is such that it requires him or her to work in adverse weather conditions whenever they exist or occur, shall supply his or her own clothing and protection as he or she deems necessary. The Company will maintain rainstorm apparel for use by employees whose duties do not require them ordinarily to work in adverse weather conditions, when required to temporarily work in such conditions.

13-15.2 Other Equipment to be Furnished by Company. The Company will furnish flashlights, flashlight batteries and bulbs for all employees whose duties, in the opinion of the Company, require the use of flashlights.

13-15.3 Other Clothing and Equipment. Because the nature of the work performed by certain employees, as hereinafter listed, results in rapid wear or unusual deterioration, the Company will provide to them in addition to the regular clothing allowance, to the extent it deems necessary, the following clothing or equipment, to wit:

To the Employees in the Maintenance Department

and excepting bus operators, under Section 12-15 and other employees, provided such eligible employee has performed two hundred and five (205) days of work for the Company in the preceding calendar year, except that an employee who is hired after April 1 of such preceding calendar year who in such preceding calendar year performs one hundred (100) days of work but less than two hundred and five (205) days of work, shall be entitled to one-half of the clothing allowance. In addition, each employee eligible for clothing allowance shall receive **eighty dollars (\$80.00) August 1, 2000, ninety dollars (\$90.00) August 1, 2001 and one hundred (\$100.00) August 1, 2002**, for the purpose of cleaning and maintaining their work clothing provided such eligible employee has performed two hundred and five (205) days of work for the Company during the preceding twelve (12) month period, measured from the preceding July 1st through June 30th.

13-15.6 Proportionate Laundering and Clothing Allowance.

(a) Normal Retirement. Employees who are entitled to clothing or laundry allowances provided in Section 13-15.5 who retire at normal retirement age or later between payment periods and before payment for the respective period has been made, shall be entitled to a proportionate clothing or laundry allowance whichever payment is applicable for the number of full months actually worked during such period, if the eligibility requirements set forth in Section 13-15.5 have been fulfilled.

(b) Promotions. Employees promoted to a higher job classification in the Maintenance Department providing for clothing or laundry allowance between payment periods and before payment for the respective period has been made, shall be entitled to a proportionate clothing or laundry allowance whichever payment is applicable, for the number of full months actually worked during such period, if the eligibility requirements set forth in Section 13-15.5 have been fulfilled.

13-15.7 Tool Allowance. Effective **August 1, 2000**, the Company agrees to pay an allowance for the maintenance of personal tools of employees whose jobs require the use thereof, of one hundred **sixty dollars (\$160.00), August 1, 2001, one hundred seventy five dollars (\$175.00), August 1, 2002, one hundred ninety dollars (\$190.00)** to eligible employees in the classification of Mechanics "B", "A", Special and Leader; and **effective August 1, 2000 one hundred dollars (\$100.00) August 1, 2001, one hundred ten dollars (\$110.00), August 1, 2002 one hundred twenty dollars (\$120.00)** per year to eligible employees in the lower classifications. The tool allowance shall be paid annually to employees actively employed as of December 31st. To be eligible for the annual payment of tool allowance an employee must have worked at least two hundred and five (205) days of work in the preceding twelve (12) months. Tool Allowance shall be paid no later than the second payday in February

13-15.8 Proportionate Tool Allowance.

(a) Normal Retirement. Employees entitled to tool allowance who retire at normal retirement age or later, but before payment for the respective period has been

writing in the calendar year prior to his/her birthday at the time he/she picks vacation for the next year. An employee not making such election at such time shall have his or her birthday treated as provided in Section 18-5.

(ii) If the maintenance employee timely elects to have his/her birthday to be treated as a floating holiday, he/she must submit his/her request to use such floating holiday at least two weeks in advance of the date he/she wishes to use the floating holiday. The Company will notify the employee at least 72 hours before the day the employee requests to be off as to whether he/she may take that day as a floating holiday. If the Company is going to permit the use of a floating holiday on any given day and more employees request a floating holiday than the Company will permit off at the particular station, the employees who first request to use the particular day as a floating holiday shall be given preference.

(iii) Any floating holiday not taken in the calendar year in which the employee's birthday falls, shall be paid as per the provisions of Section 18-5 at the end of the calendar year.

(iv) If a maintenance employee elects to convert his/her birthday to an accumulated sick day, such election will be effective on the January 1st of the year in which the employee's birthday falls.

B. With respect to Good Friday and the employee's anniversary date of hire, as provided for in Section 18-5, it is agreed that maintenance employees may have the option of converting either or both Good Friday and/or the employee's anniversary date of hire to an accumulated sick day, provided the employee made such election in writing in the prior calendar year at the same time as he/she picks vacation. An employee not making such election at such time shall have Good Friday and/or his/her anniversary date of employment treated as provided in Section 18-5. If a maintenance employee elects to convert Good Friday to an accumulated sick day, such election will be effective on the December 31st of the year in which such Good Friday falls, it being agreed that such election may be revoked on or before April 1st, if the Company decides to operate Saturday schedules on Good Friday. If a maintenance employee elects to convert his/her anniversary date of hire to an accumulated sick day, such election will be effective January 1st of the year in which such anniversary date of hire falls. An employee electing to convert Good Friday to an accumulated sick day who is then not scheduled to work on Good Friday shall have Good Friday off without pay.

C. A maintenance employee may elect to take one of the vacation weeks, to which he/she is entitled, one day at a time, provided:

(i) The maintenance employee makes his/her election to take one week of vacation one day at a time, at least four (4) weeks prior to the vacation picking for the calendar year in which the employee is entitled to take such vacation.

assignment board will be updated to include the availability of such open weeks. Any employee in the work group who is less senior than the employee who vacated the weeks may pick the open weeks, provided that he or she submits the designated form to his or her supervisor within five days of the vacation assignment board update. The open weeks will be assigned to the most senior employee applying for such weeks. Any weeks becoming available as a result of this process will be treated as open weeks as described above. It is understood that advance checks normally issued by the payroll department will not be issued if special arrangements are required.

The company and union will meet prior to 12/31/97 to determine the continuation of this picking arrangement. This Agreement may be cancelled by either the company or the union with sunset terms similar to Section 12-33 (D) of the current collective bargaining agreement.

Should an employee voluntarily, through bidding or picking or otherwise, transfer location, classification or work group (listed in Sections 13-5.1(a), 13-5.1(b) and 13-5.1(c) after vacations are picked, he or she shall repick his or her vacation based upon the weeks which remain open, at that time, in his or her new location, classification and/or work group.

13-21 Definition. "Porters", whenever such designation is used in this Agreement, are defined to be the employees who regularly devote practically all of their working time to the performance of the following duties, to-wit: the general cleaning of Rail passenger stations, including checking the cleanliness and serviceability of equipment and appurtenances at stations, reporting defective or non-serviceable conditions, and all activities involved in cleaning stations as directed, including sweeping, washing, mopping, scrubbing and waxing of floors, platforms, corridors, stairways, machines, equipment, signs, windows, railings, fixtures, art works, and restrooms, minor housekeeping duties such as change of defective light bulbs, shovel snow, prepare requests for materials, the protection of all Company property during job performance, and such other work as assigned by the Company.

13-22 Definition. "Helpers", whenever such designation is used in this Agreement, are defined to be employees who regularly devote practically all of their working time to the performance of the following duties, to wit: the general cleaning of bus garages, the bus stations, the South Park Rail Shop and surrounding areas, general cleaning of busses and rail cars, interior and exterior, the fueling of busses, trucks and other vehicles, janitorial functions for all Company properties, including sweeping, washing, mopping, scrubbing, dusting and waxing of floors, platforms, corridors, stairways, machines, equipment, signs, windows, railings, fixtures, and restrooms, housekeeping duties, such as changing of defective light bulbs, snow removal, grass cutting and leaf removal, acting as relief Stock Clerk, and all other duties traditionally performed by Helpers at the Company and all other similar work, including, but not limited to, filling in for a Maintenance Department employee.

SECTION 14 - PROVISIONS RELATING
EXCLUSIVELY TO TRAFFIC CHECKER CLERKS

On or after December 5, 1996, new employees entering the traffic checker clerk classification shall be paid according to the following progression:

0 to 12 months in the classification	60% of top rate
12 to 24 months in the classification	65% of top rate
24 to 36 months in the classification	70% of top rate
36 to 48 months in the classification	75% of top rate
48 to 60 months in the classification	85% of top rate
60 months and over in the classification	100% of top rate

14-3 Meal Period. When the work of traffic-checker clerks shall involve a continuous piece of work for eight (8) hours or more, they shall be allowed a fifteen (15) minute paid meal period.

14-4 Picking of Tricks. Traffic-checker clerks shall have a picking of tricks of duty approximately every four months. Such picking shall be on the basis of Departmental Seniority.

14-5 Holidays. Traffic-checker clerks shall have the "basic holidays" defined in subsection 16-5 of this Agreement as scheduled days off. Their pay for such days off shall be a holiday allowance of eight hours' pay at their equivalent hourly rates, subject to the conditions set forth in said subsection.

14-5.1 Holiday Occurring During Vacation. Traffic-checker clerks who take their vacation during a period in which a holiday occurs on one of their scheduled work-days shall be given an extra day off with pay to compensate for the holiday. Such extra day off shall be scheduled in accordance with existing vacation procedure.

14-5.2 Holiday Allowance. When required by the Company to work on any of said basic holidays, traffic-checker clerks shall be entitled to a holiday allowance of eight (8) hours' pay at their attained straight-time rates, in addition to their regular pay for such day, subject to the qualifying conditions set forth in subsection 16-5 herein; and such employees when required to work hours in excess of their scheduled work-week or scheduled work-day during a period of the

15-3 Picking of Tricks by Bus and Rail Station Clerks. Bus and rail station clerks shall have four pickings of tricks of duty per year, to be effective on the effective dates of the general pickings of runs for bus and train operators, and such additional pickings as may be required as a result of force reductions, consolidations and similar unusual circumstances. Such pickings shall be on the basis of "Departmental Seniority", provided that the bus or rail station clerks possess the necessary qualifications, experience and aptitude to fully and satisfactorily perform all the duties of the trick of duty so picked by them.

15-4 Holidays. Bus and rail station clerks shall not have any holiday off unless a holiday is on their scheduled day off, but they shall be entitled to a holiday allowance under the conditions hereinafter set forth in Subsection 18-5 of this Agreement.

15-5 Paid Time Off. Bus and rail station clerks hired prior to September 11, 1978 shall be entitled to "Paid Time Off" as defined and under the conditions set forth in Section 16-7. All other bus and rail station clerks shall be covered by the provisions of Section 8-8.

15-6 Overtime. Bus and rail station clerks shall be compensated at their regular straight-time rates for work performed in excess of their scheduled work day or on their scheduled days off. Bus and rail station clerks shall be paid time and one half for all hours worked over forty (40) hours per week. Hours worked shall include hours paid for an excused absence for the use of a paid Personal Day, provided such paid Personal Day is not the day before or the day after the employee's scheduled day off.

15-6(a) Filling Open Tricks. The assignment of open tricks among bus and rail station clerks shall be as follows:

(1) A trick open as a result of illness or other reasons except vacations will be rotated for the first thirty (30) consecutive work days of that trick and bus or rail station clerks will be permitted to work such trick. Beginning with the thirty-first (31st) day, such open trick shall be assigned to an extra bus or rail station clerk.

(2) A trick open as the result of a vacation period will be filled by an extra bus or rail station clerk for the first one (1) week of such period. Second or subsequent weeks of such period will be rotated and regular bus or rail station clerks will be permitted to work such trick, except as provided in Paragraph 15-7.

(3) In the event that a bus or rail station clerk chooses to pass up the opportunity to fill an open trick, he or she shall before 12:30 P.M. on the previous day notify his or her District Manager of his or her intention not to work.

15-7 Vacations. At each bus station, one (1) bus station clerk may be on vacation during the vacation period of the Bus Station Supervisor. When the Bus Station Supervisor at any bus station is not on vacation, two- (2) bus station clerks will be permitted concurrent

16-4 Other Full-Time Clerks.

16-4.1 Work-Day and Work-Week.

16-4.1(a) Work-Day: Monday through Friday, seven (7) hours. For Counter-Wrapper Clerks and Replenishment Clerks, Monday through Friday, seven and one-half (7-1/2) hours.

16-4.1(b) Work-Week: Thirty-five (35) hours. For Counter-Wrapper Clerks and Replenishment Clerks, Thirty-seven and one-half (37-1/2) hours.

16-4.1(c) There shall be a daily one (1) hour paid lunch, which shall not be considered as work time. The paid lunch period for Counter-Wrapper Clerks and Replenishment Clerks shall be one-half (1/2) hour, which shall not be considered as work time. The pay for such lunch is included in the hourly wage rates set forth in this Section 16.

16-4.2 Hours of Work. The scheduled workweek for all full-time employees who are covered by this section (except Garage, Shop, Public Relations and other clerks whose duties cannot be performed within such hours) shall be from 8:00 A.M. to 4:00 P.M., Monday through Friday, with the luncheon period from 12:00 noon to 1:00 P.M., subject to the following reservations and conditions.

The Company shall have the right to change the hours of work for Counter-Wrapper Clerks and Replenishment Clerks. If the Company establishes a second shift for Counter-Wrapper Clerks there will be two (2) pickings a year for shift preference among Counter-Wrapper Clerks.

16-4.2(a) The Union agrees that at no time, as a result of the five-day work-week, shall any request be made for overtime payments or other special concessions for employees who may be required, either temporarily or permanently, to work a work-week of five consecutive days including Saturday and/or Sunday.

16-5 Holidays. Full-time employees who are covered by this section shall have the basic holidays defined in Paragraph 18-5 and Patriots Day as scheduled days off. Their pay for such days shall be a holiday allowance of eight (8) hours' pay at their equivalent hourly rates, subject to the conditions set forth in Subsection 18-5 herein. For the purpose of this subsection, if any such basic holiday falls on Saturday, it shall be defined to be the preceding Friday, and if any such basic holiday falls on Sunday, it shall be defined to be the following Monday, except for employees in the Public Relations Department the holiday shall be the day designated for observance in the Bus and Rail Transportation Department. If any such basic holiday falls on such employee's scheduled day off other than on Saturday or a Sunday, he or she shall be entitled to said holiday allowance under the same conditions, except for employees in the Public Relations Department.

work hours in excess of their scheduled work week or scheduled work-day during a period of the five (5) consecutive calendar days immediately preceding and immediately following the day on which said basic holiday occurs, in order to compensate for having the holiday as a day off, shall be paid an allowance for each such hour at their regular straight-time hourly rates.

16-7 Paid Time Off. Effective January 1, 1984 for full time employees hired into the Office and Clerical Units before September 11, 1978 the Company will grant paid time off for Illness in the immediate family, Personal Days and Illness of the employee as follows:

16-7.1 Illness of Employee and Illness in the Immediate Family. Illness or accident resulting in bona fide disability, which in the judgment of the Company prevents such employee from performing his or her duties-length of paid time off for any disability not to exceed twenty-seven (27) days, which may include holidays upon which the employee is ill, whether or not he or she works his or her scheduled hours on his or her last scheduled work day preceding the holiday and his or her first scheduled work day following the holiday as required in Paragraph 18-5 to qualify for holiday allowance. The Company shall have the privilege of causing such employee to be examined from time to time by a physician designated by it in order to determine the nature, cause and extent of such illness and disability. No such paid time off for such disability shall be allowed to any employee where the illness or disability results from or is caused by immoral conduct, or the use of intoxicants or narcotics, or any illness incident thereto. No portion of the period for which paid time off for disability is allowed shall be considered a part of the seven (7) day waiting period provided for in the Disability Benefits Plan, and no such employee while receiving "paid time off" shall be entitled to such disability benefits.

Such employees may be granted paid time off for Illness in the immediate family in the home of the employee-- length of paid time off allowed for any one illness--one (1) day.

The maximum total paid time off for such illnesses or accidents or Illness in the immediate family shall not exceed twenty-seven (27) days in any calendar year and shall not be cumulative except any such paid illness or accident or Illness in the immediate family days (and other days permitted under Section 16-7 through 16-7.9 of the prior Collective Bargaining Agreement) not used in such calendar year from January 1, 1993 may be carried forward up to a maximum of ten (10) days in such calendar year and up to a maximum total of **two hundred (200)** . Such employee on extended illness and receiving Disability Insurance benefits will be permitted to supplement those benefits by the use of such accumulated sick days at the rate of one-half day of absence.

16-7.1(a) Commencing for the 1984 vacation season, employees with twenty-seven (27) or more years of service may use five (5) of the twenty-seven (27) maximum illness days off to pick an additional week of vacation for the subsequent year provided he or she makes such election at the time of vacation picking and further provided he or she has not received more than twenty-two (22) days as paid time off under Section 16-7.1 in the year of the vacation picking.

16-7.4 Employees hired on or after September 11, 1978 shall not be entitled to any of the above paid time off days under Sections 16-7 through 16-7.3 but shall be entitled to sick leave benefits and personal days as provided in Section 8.8.

16-8 Time Sheets. All employees who are covered by this subsection shall, on a time sheet furnished for that purpose, sign their names and indicate the time that they report for work at the beginning of their work period and upon their return from a meal period; and the time they leave for such meal period and when they leave work at the end of their work period.

16-9 Wage Rates. The maximum wage rates of employees hired on and after November 1, 1987 covered by this section as set forth in the following section will be attained by an employee upon satisfactory completion of sixty (60) months of service in a classification. Except as provided in paragraph 10-9.4 herein, an employee will enter a classification at the base rate thereof and, if qualified, will receive increases as set forth in Schedules of Hourly Rates upon completion of fifteen (15) months, thirty (30) months, forty-five (45) months and sixty (60) months of service in such classification. The progression for new employees in the Department hired on and after November 1, 1987 will be based upon 80% of the maximum hourly wage rate of the classification for the first fifteen (15) months in the classification, 85% of the maximum hourly wage rate after fifteen (15) months in the classification, 90% of the maximum hourly wage rate after thirty (30) months in the classification, 95% of the maximum hourly wage rate after forty five (45) months in the classification, and the maximum hourly wage rate applicable to employees hired on and after August 25, 1983 on and after sixty (60) months in the classification. All wage adjustments shall be granted on the basis of a forty (40) hour workweek. Employees who cross bid into the unit before completing sixty (60) months of work for the Company from their Company seniority date shall be placed in the Office and Clerical Department progression in accordance with their Company seniority date and shall continue in that progression until the completion of sixty (60) months.

New employees hired on or after December 5, 1996, shall be paid according to the following progression:

0 to 12 months in the classification	60% of top rate
12 to 24 months in the classification	65% of top rate
24 to 36 months in the classification	70% of top rate
36 to 48 months in the classification	75% of top rate
48 to 60 months in	

G	16.30	16.59	16.88	17.22	17.56
H	16.23	16.51	16.80	17.13	17.48
I	16.14	16.42	16.71	17.04	17.38
J	16.06	16.34	16.63	16.96	17.30
K	16.00	16.28	16.56	16.90	17.23
L	15.90	16.18	16.46	16.79	17.13
M	15.81	16.09	16.37	16.70	17.03

16-10.3 Maximum Hourly Wage Rates Applicable to Employees Hired On and After August 25, 1983. For the term of this Agreement, **August 1, 2000 through July 31, 2003**, the following shall be the maximum hourly wage rates applicable to employees hired on and after August 25, 1983:

<u>Grade</u>	<u>8/1/00</u>	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>
A	15.25	16.38	16.66	17.89	18.25
B	15.16	16.27	16.56	17.78	18.13
C	14.90	16.00	16.27	17.48	17.83
D	14.81	15.90	16.18	17.37	17.72
E	14.77	15.87	16.14	17.33	17.68
F	14.74	15.84	16.11	17.30	17.65
G	14.67	15.76	16.04	17.22	17.56
H	14.61	15.68	15.96	17.13	17.48
I	14.53	15.60	15.87	17.04	17.38
J	14.45	15.52	15.80	16.96	17.30
K	14.40	15.47	15.73	16.90	17.23
L	14.31	15.37	15.64	16.79	17.13
M	14.23	15.29	15.55	16.70	17.03

16-11 Aprons. The Company shall furnish Duplicating Machine Clerks of the Duplicating Department with protective aprons that the Company shall have laundered when necessary.

16-12 Clothing Allowance. Shop and garage clerks and clerks in the Revenue Division shall be entitled to the clothing allowance and laundry allowance as provided in Section 13-15.5 and 13-15.6.

16-13 Temporary Replacement for Duplicating Machines Leader. Whenever the Duplicating Machines Leader is on vacation or extended sick leave, the most senior qualified Duplicating Machines Clerk shall perform the duties of Duplicating Machines Leader and receive a Duplicating Machines Leader rate of pay.

16-15(f) An employee who refuses overtime when called or who fails to work after accepting an overtime shift three times during a three month period, shall have his or her name removed from the overtime list and will not be eligible to request to have his or her name added to the overtime list for six months.

SECTION 17 - PROVISIONS RELATING EXCLUSIVELY
TO METRO FARE INSPECTORS.

17-1 Employees Covered by Section. The provisions of this Section shall apply only to full-time employees in the classification of Metro Fare Inspectors in the **Transportation Department**.

17-1.1. Definition. "Metro Fare Inspectors", whenever such designation is used in this Agreement, are defined to be the employees who regularly devote practically all of their working time to the performance of the following duties, to wit: dealing with the public in an effective manner, inspection of tickets presented by patrons, enforcement of rules and laws, as directed, issuing of citations to patrons not in possession of valid evidence of fare payment, and for other violations of rules, making of various types of passenger checks, assisting the public in the use of the system, testifying in Court and at adjudication proceedings, assisting in the prosecution of individuals when asked, protecting Company property, reporting of unsafe and improper conditions, and doing such clerical and other work as assigned by the Company.

17-2 Work Week and Rates of Pay. The scheduled work week of Inspectors and their rates of pay shall be as follows:

17-2(a) Work-Week and Work-Day. Forty (40) hours shall constitute a normal work-week and eight (8) hours shall constitute a normal work-day. The Company will make all reasonable efforts to schedule consecutively the days off of Inspectors, provided such scheduling of days off is consistent with the efficient operation of the Company's business.

17-2(b) Swing shifts in excess of ten and one-half (10-1/2) consecutive hours shall pay time and one-half for the time in excess of ten and one-half (10-1/2) consecutive hours.

17-2.1 Rates of Pay. For the term of this Agreement, **August 1, 2000 through July 31, 2003**, the hourly wage rate of pay for Inspectors shall be as follows:

<u>8/1/00</u>	<u>8/1/01</u>	<u>2/1/02</u>	<u>8/1/02</u>	<u>2/1/03</u>
\$16.27	\$16.55	\$16.84	\$17.18	\$17.52

New employees entering the Inspector classification on and after November 1, 1987 shall be paid according to the following progression:

17-4 Picking of Tricks. Inspectors shall have a picking of tricks of duty approximately every four (4) months. Such picking shall be on the basis of Departmental Seniority.

17-4 (a) A Metro fare Inspector shall be placed on inactive status after he or she has been on indefinite sick leave for a period of six (6) months, and shall not be entitled to pick a trick until the first scheduled pick after his or her return to active status.

17-5 Holidays. In a manner similar to the procedure established for Train Operators, Inspectors who are scheduled to work on Sundays shall work on holidays on which Sunday schedules are operated, in place of Inspectors who are normally scheduled to work on those days and who shall have the day off. Similarly, Inspectors who are scheduled to work on Saturdays shall work on holidays on which Saturday schedules are operated, in place of Inspectors who are normally on those days and who shall have the day off.

17-6 Overtime. Inspectors shall be paid time and one-half for all hours worked over forty (40) hours per week or eight (8) hours per day.

17-7(a) Uniform Allowance. The Company shall provide in each year of the contract to each Inspector a uniform allowance under the same terms and conditions as provided to Bus and Train Operators under Section 12-15(c) and 12-15(b), which Sections are incorporated herein by reference.

17-8 Attendance at Adjudication Proceedings. Except in case of an emergency, Inspectors shall be given at least forty-eight (48) hours' notice of required attendance at an Adjudication Proceeding for Fare Evasion. If such hearing does not occur before, during or after the Inspector's shift, but rather requires a special trip from home to work, such Inspector shall be guaranteed a minimum of three (3) straight-time hours' pay for such required attendance.

SECTION 18 - PROVISIONS RELATING TO ALL EMPLOYEES

18-1 Employees' Bonds and Duties. It is expected that employees will be diligent and regular in the performance of, and attendance upon, their duties with the Company; employees must meet the usual requirements of bonding companies for applicants for fidelity bonds and the Company shall be privileged, at its expense, to require such bonds from such of its employees as it may deem proper; and the Company shall be privileged to sever from its employment such employees who fail to qualify for such bonds or who in its judgment fail to be diligent and regular in the performance of, and attendance upon their duties. The exercise of such judgment by the Company will, however, be subject to the grievance procedure.

18-2 Schedules, Places, Hours and Assignments of Work. It is recognized and agreed by the parties that the Company has the duty, responsibility and prerogative of designing and

18-4 Pensions. The Pension Plan heretofore in effect shall be continued without change for employees pensioned prior to August 1, 1966.

18-4.1 Funded Pension Plan. The parties have provided for a funded pension plan, signed by the parties, which Pension Plan and Agreement and Declaration of Trust is considered a part of this Agreement as if set out in full herein, subject to all the provisions of this Agreement, except that no matter respecting the provisions of such plan shall be subject to the grievance procedure established in this Agreement.

18-4.1(a) Contributions. **Effective August 15, 1999**, the Company's monthly contribution to the pension plan shall **equal nine percent (9%)** of the compensation paid to full-time employees (straight time plus overtime) that month. **Effective August 1, 2002**, the Company's monthly contribution to the pension plan shall **equal ten percent (10%)** of the compensation paid to full-time employees (straight time plus overtime) that month. The Company's monthly contribution to the Pension Fund based upon part-time operator compensation shall be calculated by multiplying the total hours worked by part-time operators times the top full-time operator hourly rate times **nine percent (08/15/1999) and ten percent (08/01/2002)**. The Company's contribution shall be paid by the fifteenth (15th) of the month following the month in question. It is understood and agreed that employee contributions required by the Agreement and Declaration of Trust or the Pension Plan for employees is a condition of continued employment with the Company and the Company shall automatically deduct from such employees' wages the appropriate amount at the appropriate time as set forth in the Agreement and Declaration of Trust or the Pension Plan and should it ever be required by law that the employees must authorize such deductions, such written authorization shall be a condition of continued employment.

18-4.1(b) Part-Time Operators. Part-time operators shall not be eligible to participate in the pension plan.

18-4.2 Seniority of Disability Pensioner Returned to Work. In the event that a disability pensioner returns to active service with the Company after determination of cessation of permanent disability, he or she shall be returned to the position to which his or her seniority when pensioned would entitle him or her.

18-5 Holiday Allowance. There shall be eight (8) basic holidays, namely: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days set aside for the observance of such holidays. In addition, the Company will treat any new National Holidays established during the life of this Agreement, or the days set aside for the observance of such holidays, on which Sunday schedules are operated, as basic holidays.

In addition, each full-time employee will be granted his or her birthday, and his or her anniversary date of hire with the Company, as paid holidays, subject to the qualifying conditions for holiday pay. An employee whose birthday or anniversary date falls on his or her regular day off, or on another basic holiday, will receive eight (8) hours' straight-time pay in addition to any

1. Disciplinary suspension, except that a bus or train operator missing the second half of a swing run shall be deprived of the holiday allowance except when the "miss" is caused by circumstances beyond his or her control;

2. Death in the immediate family - for which the employee is absent on paid leave under Section 18-10;

3. Reporting late within thirty (30) minutes after the employee's scheduled reporting time, provided that after reporting he or she remains on duty as directed;

4. Reporting late in excess of thirty (30) minutes after the employee's scheduled reporting time, provided that after reporting he or she works a complete scheduled run of eight (8) hours, in the case of a bus or train operator, or, in the case of an employee other than a bus or train operator, he or she works a number of hours equal to his or her normally scheduled work-day;

5. Excused absence for illness of the employee after completing at least four (4) hours of work, provided the employee presents to the Company a doctor's certificate describing such illness;

6. Excused absence for active jury duty;

7. Absence because of ordered duty in the United States Army, Navy, Air Force Reserve or Army, Air Force or Naval National Guard at summer camp or summer cruise.

8. Excused absence for official union business.

(iii) An employee who would normally have a regular day off on a day on which a basic holiday occurs, but who is scheduled to work on the holiday as a result of Sunday schedules becoming effective on the holiday, may be excused from work and shall not be deprived of such holiday allowance if he or she is qualified therefor in all respects, provided:

1. No more than seven (7) days and not less than four (4) days prior to the holiday, an employee who would normally have a regular day off but who is scheduled to work on the holiday as the result of Sunday schedules becoming effective, shall notify his or her supervisory official of his or her desire to be excused from working on the holiday by signing his or her name on a special list which shall be provided for the purpose. Employees so signifying their desire to be excused from work shall be excused in the order of their signatures on such list to the extent possible, provided that there are enough employees of the same classification (currently or previously held) available and properly qualified to enable the Company to conduct its operations without curtailment of required services or functions.

18-6.1 Eligibility for Vacation. Each full-time employee, who shall have had one full year or more of service on or before December 31st of any current year, shall be entitled to a vacation with pay during that year, subject to the following regulations, and provided he or she shall have qualified for such vacation by having worked at least 205 days during the preceding calendar year. If an employee has not satisfied the 205 work day requirement as of December 31 of the prior year, but has worked 205 days during the 52 week period preceding the first day of his or her vacation, he or she shall be eligible for a vacation with pay. An employee who elects to take a vacation without pay due to not qualifying for a paid vacation, and who later in the year meets the 205-work day requirement, shall be paid the amount of his or her vacation pay. The date of employment (date of qualification in the case of an operator employed prior to August 1, 1964) shall be the most recent date from which the employee shall have been continuously in the service of the Company as a full-time employee.

18-6.2 Length of Vacation. The length of an employee's vacation shall be in accordance with the following schedule and shall not be extended by the granting of additional days off without pay:

<u>Length of Vacation</u>	<u>Years of Service on or Before December 31st of Any Current Year</u>
One Week	One Year
Two Weeks	Two Years
Three Weeks	Seven Years
Four Weeks	Thirteen Years
Five Weeks	Twenty Years

18-6.2(a) Proportionate Vacation. An employee who fails to qualify for a paid vacation under the regulations set forth here in shall be entitled to a proportion thereof, provided the sum of the number of days actually worked by him or her, when added to the number of scheduled work days during which he or she was hospitalized or for which he or she received disability benefits, totals at least two hundred and five (205) days. The length of his or her vacation shall be the same proportion of his or her normal vacation period that the number of days actually worked by him or her bears to two hundred and five (205) days, rounded to the nearest full day.

18-6.3 Vacation Season. The vacation season shall be from January 1st to December 31st of each year. The Company shall determine the vacation period within each department by location or subdivision and shall indicate the number of employees at each location of a department or subdivision who shall be permitted to be off on vacation during each week of the calendar year.

18-6.4 Vacation Picking. Except as otherwise provided in Section 13 of this Agreement, vacation period shall be picked each year on a basis of Departmental Seniority during a period of not less than four (4) weeks immediately preceding the beginning of the vacation period, and vacations shall be taken during the periods picked, except that an employee who fails to qualify

18-6.8(b) Other employees shall be paid at their regular rate for their regularly scheduled daily and weekly hours of work.

18-6.9 Advance Payment of Vacation Pay. Except when the vacation is less than a full week period, vacation shall be paid in advance with the last regular pay immediately preceding the date of the employee's vacation. The week used as a basis for determining vacation pay shall be the last full week for which the employee is normally paid prior to his or her vacation even though the employee's status as to rate of pay, job or hours of work or otherwise may have changed thereafter. When the vacation is less than a full week period, by reason of the vacation being split as between a full week and additional days, the vacation pay for the additional vacation days shall be paid on the day on which the employee normally would be paid for such days, and he or she shall be paid at his or her regular rate for his or her regularly scheduled hours of work for such days.

18-6.10 Vacation Shall Be Taken. An employee shall actually take his or her vacation in order to receive compensation for it. Vacations are not cumulative.

18-6.11 Property, Belts, Etc. At the request of the Company before leaving on vacation and before advance vacation payment is made to them, employees shall properly account for and return all belts and other Company monies and property.

18-6.12 Failure to Report Before or After Vacation. An employee who fails to report for work on his or her scheduled work-day immediately before or immediately after his or her vacation period will, after reporting for and working on the regularly scheduled work-day on which he or she does report under existing rules and regulations, be automatically suspended for the next following three of his or her scheduled work-days, subject to the grievance procedure in the event of extenuating circumstances provided that the District Manager, Supervisor or Department Head, or his or her representative in each case, is advised of the facts at the time that the employee reports for work on the day that he or she returns to work. As provided in Paragraph 8-6 herein, however, any employee who on any occasion without reasonable explanation fails to report within forty-eight (48) consecutive hours shall be considered as having voluntarily quit the employ of the Company. It is understood that the Company shall have the right to require any such employee to provide tangible evidence satisfactory to the Company, to support his or her stated reason for failure to report on his or her scheduled work day immediately before or immediately after his or her vacation, which in the case of claimed illness could include a doctor's certificate describing the nature of the claimed illness.

18-6.13 Separation from Service Before Vacation. Except as provided below, an employee who is otherwise qualified for vacation but who, before taking his or her vacation, resigns, is discharged or is separated from the service of the Company for any reason, except death or layoff due to a force reduction, shall not be given a vacation nor granted compensation in lieu thereof. In the event of death of an employee before having taken his or her vacation, pay for the vacation which he or she would have received shall be paid to his or her estate, provided

November 1, 1993 and thereafter to five thousand dollars (\$5,000) which will be carried in force by the Company during their retirement, except when the pensioned employee collects the amount of his or her insurance under the total and permanent disability clause of his or her certificate.

18-7.2 Accidental Death and Dismemberment Insurance. The Company shall provide accidental death and dismemberment insurance in the principal amount of one thousand dollars (\$1,000) for accidental death, and dismemberment benefits according to a schedule described in the insurance certificate. The effective date of such insurance shall be the effective date of the life insurance hereinbefore provided in Paragraph 18-7.1. This insurance shall terminate with an employee's termination for any reason including layoff and pension.

18-7.3 Medical Insurance. During the life of this Agreement, the Company will pay premium costs, single and family, (**employees hired before May 10, 2001**) for the following medical plans described below.

Independent Health, Encompass Contract B1
with Rider B, \$5.00 Prescription Co-payment

Community Blue II, \$5.00 Prescription Co-Payment

Univera (Preferred), \$5.00 Prescription Co-Payment

Employees hired on and after May 10, 2001 the following medical plans apply:

**Independent Health, Encompass C1
\$7.00 Prescription Co-payment**

**Community Blue
\$7.00 Prescription Co-Payment**

**Univera Health Care
\$7.00 Prescription Co-payment**

During the life of this Agreement, the Company will continue paying the premium costs for the above listed plans.

18-7.3(a) The Company will continue to offer to employees, as an option, the Blue Cross 60/61 Plan with the following riders: Riders 4, 22, 41, 45, 46, 47, 48; \$5.00 prescription co-payment and the Major Medical Rider \$100/200 deductible for full-time employees.

Employees who select this option must pay the difference, if any, between the premium cost of the above listed Blue Cross plan (single or family) and the highest priced plan as listed in Section 18-7.3. This payment will be made through payroll deduction.

coverage of any type, except for the life insurance specified in Section 18-7.1, until the first of the month following their sixty-second birthday, at which time they will be entitled to the benefits described in this Section 18-7.3(d), provided they meet all applicable eligibility requirements including those specified in 18-7.3(f) and under the applicable rules and policies of the insurance carrier. Employees receiving Disability Pension under the Company-Union Pension Plan shall be governed by applicable past practice.

18-7.3(e) **Insurance Coverage.** Unless informed to the contrary, the above described coverages for each employee shall be single coverage. However, an employee may elect to have family coverage so long as he or she has family dependents as defined in the applicable insurance policy. An employee electing family coverage must inform the Company immediately when he or she no longer has any family dependents as defined in the applicable policy.

18-7.3(f) Employees who retire or retired on or after August 1, 1974 on a pension from the Company will be provided by the Company the full monthly cost for Medicare (Part B, Medical) payments if they are sixty-five years of age or over and have registered for Medicare, Part B. Employees retiring on and after August 1, 1964 and before August 1, 1974 on a pension from the Company will each be provided \$4.00 per month for Medicare (Part B, Medical) payments if they are 65 years of age or over and have registered for Medicare, Part B. To be entitled during retirement to any insurance coverage including the above, the employee must have left the active service of the Company at the time he or she was eligible to begin receiving pension benefits under the Company-Union Pension Plan and must have left for the purpose of retirement under the Company-Union Pension Plan. No other employee shall be entitled to any insurance continuation including as described above, after leaving the active service of the Company, except for an employee who is receiving a pension benefit from the Company-Union and who was terminated by reason of Section 8-3.2 of this Agreement, and who had twenty (20) or more full years of service with the Company before the commencement of the Section 8-3.2 sick leave of absence, if such employee was not able to return to full-time employment with the Company as per Section 8-5.4 of this Agreement.

Should the United States Government add additional benefits to the Medicare system, such that the new benefits substantially provide the protections covered by the coverage provided for in Section 18-7.3(c) and/or provide for prescription drug reimbursement, the Company shall have the right to cease reimbursing all retirees for such coverage, as applicable.

18-7.3 (g) **Dental Coverage.** The Company shall provide for active employees and their eligible dependents, the Group Health Inc. Comprehensive Dental Plan (**Preferred Plan**). The Company shall provide Group Health Inc. Orthodontics Rider for active employees eligible for family coverage under the above provided for Dental Plan. Such coverage shall commence the first of the month following sixty (60) days of employment (sixty (60) days after the completion of the training period, if any).

18-7.3(h) Effective August 1, 1993, the Company shall provide for active full-time employees who have been in the employ of the Company for sixty (60) days (sixty (60) days after

18-10 Leave of Absence for Death in Immediate Family. In the event of death occurring in a full-time employee's immediate family (i.e. mother, father, mother-in-law, father-in-law, spouse, child, brother or sister of an employee), the employee shall be excused from work for the time necessary and shall be paid at his or her regular rate of pay for the scheduled work-time he or she is required to lose on any of his or her scheduled work-days **provided that pay for such time shall not be in excess of three (3) days provided that such time must be taken no later than fifteen (15) days following the date of death.** In the event that the funeral is not in the local vicinity and considerable travel time is required to and from the place of death and burial, the pay for time lost may include scheduled work-days spent in traveling, provided that such pay shall not be in excess of the aforesaid three (3) days. In the event of the death of an employee's grandparent or grandchild the employee shall be excused from work for the time necessary to attend the funeral of such grandparent or grandchild and shall be paid at his or her regular rate of pay for the scheduled work time he or she lost from work on the day of the funeral to attend the funeral.

If leave of absence for death is required to be used during a period that an employee is on or scheduled for vacation, the employee will be charged for leave under this section (maximum of three (3) days) and vacation time not used will be restored to his/her vacation bank. Employees may not receive both leave of absence for death pay and vacation pay for same days.

18-11 Pay When Called In to Meet With Supervisor. It is agreed that if a full-time employee is required by the Company during non-working hours to meet with a supervisor or other Company official, such employee shall be paid for the time spent in such meeting.

18-12 Pay Day. All employees covered by this section will be paid weekly on Thursday for work performed in the week ending the previous Saturday. In weeks in which a holiday occurs on Monday, Tuesday or Wednesday, the Company shall extend forth its best effort to distribute checks on Thursday after 3:00 P.M. In weeks in which a holiday occurs on a Thursday, the Company shall extend forth its best efforts to distribute checks on Wednesday after 3:00 P.M.

18-13 Drug/Alcohol Testing. It is agreed that the provisions of the Drug Free Workplace Act (49 CFR Part 653) and Prevention of Prohibitive Drug Use and Alcohol Misuse (49 CFR Parts 653 and 654) will apply to all employees covered by this Agreement.

18-14 Longevity Pay. Longevity pay will be earned by employees with at least seven (7) years of service in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY</u>
7	\$ 300 (eff. date of ratification)
11	\$ 500 (eff. date of ratification)
15	\$ 700 (eff. 8/1/97)
20	\$ 900 (eff. 8/1/98)

20-2 Arbitration. In the event, however, that the parties are unable to reach such an agreement, then such of the proposals as relate to wages, hours of work or pensions, shall be presented to a Board of Arbitration which shall be composed of one representative selected by the Company and one selected by the Union.

20-3 Failure to Appoint Arbitrator. If either party fails to appoint its representative, after written notice from the other so to do, within the time specified by such notice, which shall be not less than six (6) or more than twelve (12) business days thereafter, then the party so failing to appoint its representative shall be deemed automatically (a) to have withdrawn any written proposals theretofore made by it and not theretofore agreed to by the other party and (b) to have agreed to any written proposals made by the other party (and not theretofore withdrawn by it).

20-4 Appointment of Third Member of Board. The representatives appointed by the Company and the Union shall meet promptly to select a third impartial member who shall be the Chairman of the Board of Arbitration. In the event that they are unable to agree on such impartial member within six (6) business days after their first meeting for the purpose of selecting such member, then the parties shall request the Federal Mediation and Conciliation Service to submit a list from which the Chairman of the Board of Arbitration may be selected.

20-5 Consideration of Facts, etc. Such Board shall receive and consider all facts, representations, documents and contentions which may be presented by either party, and the parties may, if they so desire, be represented by counsel.

20-6 Decision of Board. A decision reached by any two members of such Board shall be final and binding on both parties to this Agreement.

20-7 Clarification by Arbitrators. In the event that any portion of the decision of such Board is claimed by either party hereto to be uncertain, or if any dispute arises between the parties as to the meaning or intent of any portion of such a decision, then such portions of such decision as to which there is such doubt or dispute shall be referred to such Board for clarification.

20-8 Expenses of Arbitration. The Company shall pay any expenses of the member selected by the Company, and the Union shall pay any expenses of the member selected by the Union; the fees and expenses of the third member, and all stenographic fees and other general expenses of such arbitration, except as above specified, shall be paid equally by the parties hereto.

20-9 Modification of Agreement. Any modifications of this Agreement as may be agreed upon by the parties, or by any two members of such Board of Arbitration, shall be embodied in the then next annual renewal of this Agreement.

nothing contained in this Agreement shall interfere with the Company's right to make changes for the efficient operation of its rail and bus operations and their maintenance, subject to the prior agreement of the Union, which shall not be unreasonably withheld.