

THIS MEMORANDUM OF AGREEMENT, executed in duplicate as of October 1, 2005, by and between Division 788 of the Amalgamated Transit Union, hereinafter designated "Union" and Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Transit System), hereinafter designated "Metro" or "Agency", **WITNESSETH:**

WHEREAS, the Union has been duly certified by the National Labor Relations Board in Case 14 RC 37 as the exclusive bargaining representative for all employees of the Agency, excluding those employees in the Line and Power Sections, watchmen, office and clerical employees, and supervisory employees; and

WHEREAS, the Union by an election duly conducted by the National Labor Relations Board in Case 14 UA 2168, has been authorized to make an agreement with the Agency requiring membership in the Union as a condition of employment in conformity with Section 8(a) (3) of the National Labor Relations Act, as amended; and,

WHEREAS, the Agency is engaged in furnishing transportation throughout the Metropolitan Area of St. Louis and is subsidized by the various governmental units existing in that area, and the Union and the employees recognize their obligation to supply efficient and courteous service to the members of the public using the transit system, the Union and the employees hereby agree that they will be attentive to their duties, that they will observe and conform to the rules and regulations of the Agency, and will comply with the instructions and directions of the officers of the Agency and operate their vehicles carefully with the highest regard for the safety and comfort of the passengers and the public, and will use their best efforts and influence to protect the property of the Agency and will cooperate in promoting and advancing the prosperity of the transit system at all times.

NOW, THEREFORE, for the purpose of setting out the terms and conditions of employment of the employees in the bargaining unit represented by the Union, the Agency and the Union do hereby mutually agree as follows:

SECTION 1. TERM OF AGREEMENT. This Agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns from October 1, 2005, to June 30, 2009 both inclusive and from year to year thereafter for twelve (12) month periods, from July 1 of each year to June 30 of the next calendar year, both inclusive unless on or before May 1, 2009, or on or before May 1 of each such twelve (12) month period, either party, its or their successors or assigns, shall give notice in writing to the other party of the intention to terminate it or abrogate or change any or all of its sections or provisions, effective July 1, following.

SECTION 2. RECOGNITION. The Union is recognized as the exclusive bargaining representative of all the employees of the Agency, excluding those employees in the Line and Power Sections, watchmen, office and clerical employees, and supervisory employees. When the Agency becomes the operator of the Metro Link Light Rail System, the Union is also recognized as the exclusive bargaining representative of employees of the light rail system in accordance with the terms of this Section.

Wherever the terms “employee” or “employees” are used in this Agreement, such term shall be deemed to refer only to the employee or employees within the bargaining unit as above defined.

Whenever the pronoun he or his is used, it shall be deemed to refer to both masculine and feminine gender.

In referring to certain employees in the subsequent sections of this Agreement, the term “operator” or “operators” shall mean bus or light rail operators. Further, the term “station” or “stations” shall mean bus and light rail facilities.

SECTION 3. A. REPRESENTATION. The Agency shall meet and treat, through its properly accredited officers, with the properly accredited officers and committees of the Union, on all questions and grievances that may arise during the life of this Agreement. Union Representatives will be allowed on Agency properties to conduct union business in a manner that does not disrupt the business of the Agency.

Section 3. B. One-time Payment. As a part of each senior member’s overall compensation and for such member’s service to Metro, members of the bargaining unit with service as specified below shall earn the following one-time payment based on length of service and for assisting Metro’s Transit System in operating more efficiently. To be eligible for this one-time payment, the member must be actively employed on the date this Agreement is ratified by the Union.

Length of Service in the Local 788, ATU Operations & Maintenance Bargaining Unit	One-time Payment
Employed prior to 3/1/06	\$900

SECTION 4. ARBITRATION. There shall be no strikes or lockouts on the property of the Agency by or against the Union or the employees during the term of this Agreement or any extension thereof.

A. STANDARD ARBITRATION

Any questions relating to grievances or the interpretation of any provision of this Agreement arising between the Agency and the Union or the employees which cannot be amicably adjusted by conferences, shall be submitted to arbitration as provided herein.

When either party hereto elects to submit such questions for arbitration, notice of such election, including the designation of that party’s arbitrator shall be given to the other party, which shall then select their own arbitrator within five (5) days. If the two arbitrators can adjust the question in dispute, the decision will be final and binding on both parties. If the two arbitrators cannot agree to the selection of a third arbitrator

within (5) days, a panel shall be requested from the Federal Mediation and Conciliation Service. Selection of the third arbitrator shall then be made by the rules of F.M.C.S. The findings of the third arbitrator shall be final and binding on the parties hereto.

The Agency shall pay the expenses of its arbitrator and its witnesses; the Union shall pay the expenses of its arbitrator and its witnesses. The fees of the third arbitrator and all other expenses of arbitration shall be divided and paid equally by the Agency and the Union.

B. EXPEDITED GRIEVANCE ARBITRATION

(1) **INTRODUCTION** --- The Expedited Grievance Arbitration process established pursuant to this subsection is intended to be an expeditious means of resolving disputes involving disciplinary suspensions. The expedited grievance arbitration process shall not, without the mutual consent of the parties, be used to resolve disputes over terminations, any issue (s) relating to the interpretation of this Agreement, issues of a technical or policy-making nature, or any other matters.

(2) **SELECTION OF ARBITRATORS** --- Members of a panel of arbitrators shall be selected from the metropolitan area through a process agreed upon by the parties. If the parties cannot agree, arbitrators shall be selected in accordance with the Standard Arbitration Provisions of this Agreement.

(3) **ARBITRATION PANEL** --- An arbitration panel shall be established consisting of ten (10) arbitrators, or another number of arbitrators mutually agreed to by the parties. The original arbitrators shall be listed on the panel in alphabetical order. Each arbitrator shall remain a member of the panel until he/she resigns, is unable to continue serving, or is removed by mutual consent of the parties. Vacant positions on the panel shall be filled in accordance with (2), above.

(4) **SCHEDULING OF ARBITRATIONS** --- When notification is given that an issue is to be decided by the Expedited Grievance Arbitration procedures provided in this subsection, the arbitrator designated to hear the case shall be the next arbitrator on the panel, who, pursuant to a rotation system; is scheduled for the next arbitration. In the event the arbitrator is not available on the agreed-upon date, or another mutually satisfactory date, the designated arbitrator will be moved to the bottom of the list and the next arbitrator in the rotation will be selected.

Arbitrators shall be scheduled within thirty (30) working days of the date the notice to arbitrate was filed, unless an extension is mutually agreed by the parties.

(5) **HEARINGS** --- Hearings shall be conducted as provided herein:

(a) Hearings shall be informal, but any witnesses will be sworn.

(b) Hearings shall proceed on the date scheduled and no continuance shall be granted without sufficient cause, or unless mutually agreed upon.

(c) There shall be no written transcript of the hearing, provided, however, the arbitrator may elect to electronically record the proceedings. There shall be no briefs filed.

(d) Each party may introduce such evidence as is allowed by the arbitrator and may cite and introduce any applicable precedents.

(e) If the arbitrator or the parties believe the issue (s) involved are of such complexity as to warrant a transcript and briefs, the matter shall be decided in accordance with the Standard Arbitration Provisions of this Agreement.

(6) **DECISIONS**

(a) In his/her discretion, the arbitrator may render a verbal decision.

(b) Notwithstanding the provisions of 6(a) above, the arbitrator must also render a written decision. The written decision shall be made and transmitted within ten (10) working days of the date of the hearing. The written decision shall clearly state the decision and the rationale therefore.

(c) The decision of the arbitrator shall be final and binding on the parties.

(7) **GENERAL PROVISIONS**

(a) Time limits are important in the resolution of grievances covered by this procedure. Time limits shall not be extended, except by mutual consent. The failure of either party to act in accordance with the time limits provided in this Expedited Grievance Arbitration procedure shall result in a decision in favor of the other party.

(b) Grievances shall be appealed to the Expedited Grievance Arbitration procedure within ten (10) working days of the final (third step) decision by the Agency.

(c) No disciplinary matter which has been settled by an elected official of the Union through the substitution of a suspension for other discipline may be appealed through the Expedited Grievance Arbitration procedure.

(d) Each party shall pay its own costs. The parties will equally share the costs and expenses of the arbitrator.

(e) The parties may, by mutual agreement, establish rules and procedures to better accomplish the objectives and carry out the Expedited Grievance Arbitration procedures provided herein.

(f) Any disputes concerning the process in the Expedited Grievance Arbitration procedure will be resolved pursuant to the Standard Arbitration provisions of this Agreement.

(8) The Union acknowledges the concern expressed by the Agency that an excessive number of cases may be appealed to the expedited arbitration process. If in any calendar year, the number of expedited arbitration cases exceeds the number of regular arbitrations, the Union, upon request, agrees to meet with the Agency to negotiate a maximum number of expedited arbitration cases to be heard each year. If a number cannot be reached, the matter will be submitted to a third party, appointed by the FMCS, whose decision shall be binding.

C. GRIEVANCE TIME LIMITS. The following procedures will apply to time limits set out in the Grievance Procedure in the Employee Guidelines dated December 1, 1994.

(1) The time limits shall be followed unless extended by mutual agreement. Any mutual agreement to extend the time limits shall extend the forty-five (45) working day time limit for a final grievance answer established in this subsection. In the absence of such mutual agreement to extend the time limits, the time limits set out below shall apply.

(2) Failure of the Union to appeal the grievance to the next step of the Grievance Procedure within the time limit will result in the grievance being withdrawn and closed. Failure of the Agency to answer a written grievance, with rationale, within said time limits will result in the grievance being advanced to the next step of the Grievance Procedure, subject to the provisions contained in this subsection relating to a final answer to the grievance.

(3) If the Union has appealed the grievance within the established time limits or the grievance has been advanced in accordance with the provisions of this subsection and the Agency has not given a final answer to the grievance within forty-five (45) working days of the date the written grievance was filed (subject to the time limit extension provisions contained in this subsection), the grievance will be granted in favor of the employee. Failure of the Union to appeal a final answer to arbitration within forty-five (45) calendar days as provided in this Agreement, will result in the grievance being withdrawn and closed.

(4) "Working days," as used in this subsection, shall mean Monday through Friday, excluding holidays.

(5) The provisions of this subsection shall apply to grievances filed in writing on or after November 1, 1990.

SECTION 5. A. UNION MEMBERSHIP. The Agency fully recognizes the Union as provided by this Agreement and will not directly or indirectly interfere with,

or prevent, the joining of the Union by any person or persons employed by the Agency, who is qualified to become a member of the Union, and it will be entirely satisfactory to the Agency if they should so join. The Agency will neither discharge nor discriminate against any employee because of his connection with the Union.

The Union agrees that it will not in any way interfere with or limit the right of the Agency to discharge or discipline its employees where sufficient cause can be shown, except for membership in the Union.

It is understood and agreed by and between the parties hereto that as a condition of continuous employment, all persons who are hereafter employed by the Agency in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) calendar day following the beginning of their employment or the execution date of this Agreement, whichever is later; that the continued employment by the Agency in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union.

The failure of any person to become a member of the Union at such required time shall obligate the Agency, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such persons. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Agency by the Union to such effect, obligate the Agency to discharge such person.

The Agency shall furnish to all new employees, the name, address, telephone number, regular office hours of the Union, and a written copy of the provision of this Section 5 of the Agreement.

B. PROMOTION/UNION TRANSFERS. Employees placed in supervisory positions or transferring to the Clerical Unit or I.B.E.W. Local No. 2 will be given seventy-five (75) calendar days in which to qualify and in which to exercise their option of remaining in their new position or returning to Division 788 without giving up their seniority. Should an employee become disqualified within seventy-five (75) days, he/she may return to his/her former seniority district, and he/she will be placed in his/her former position.

C. PROBATIONARY PERIOD. The conditions of this Agreement, except as to wages, shall not apply to probationary employees who have not been in the employment of the Agency for at least seventy-five (75) calendar days, after having completed their examinations and instructions and been assigned to work.

I. OPERATIONS DIVISION

SECTION 6. A. SCHEDULE CONSTRUCTION. The Agency shall construct its schedules as follows:

First Block Not less than sixty (60%) of all regular weekday runs at each station shall be straight runs completed within eight (8) hours and forty-five (45) minutes, plus allowance for pull out. First block runs with platform time in excess of nine (9) hours shall be considered a ten (10) hour run and subject to the provisions outlined in the Ten (10) Hour Run.

Not less than eight-five percent (85%) of all Saturday and Sunday runs shall be straight runs on a station basis.

Second Block Not less than twelve percent (12%) of all regular weekday runs at each station shall be completed within eleven (11) hours, thirty (30) minutes spread with a maximum of eight (8) hours, forty-five (45) minutes, platform time, plus allowance for pull out. Second block runs with platform time in excess of nine (9) hours shall be considered a ten (10) hour run and subject to the provisions outlined in the Ten (10) Hour Run.

No more than fifteen percent (15%) of all Saturday and Sunday runs shall be second block runs.

Third Block Not more than twenty-eight (28%) of all regular weekday runs at each station shall be completed within twelve (12) hours and thirty (30) minutes spread with a maximum of eight (8) hours, forty-five (45) minutes, platform time, plus allowance for pull out. Third block runs with platform time in excess of nine (9) hours shall be considered a ten (10) hour run and subject to the provisions outlined in the Ten (10) Hour Run.

TEN (10) HOUR RUN

The Agency may construct up to ten percent (10%) of full-time runs with platform time between nine (9) hours and ten (10) hours fifteen (15) minutes on a per station basis. All scheduled platform work or time on duty beyond the ten (10) hours shall be paid at time and one half. These runs shall be assigned such that operators working these runs shall have three days off in every seven (7), at least two consecutive days off will be provided every seven days. At least seventy-five percent (75%) of these runs shall be assigned such that operators working these runs shall have three consecutive days off every seven days.

Any straight run constructed as a ten (10) hour run shall be guaranteed at least one twenty (20) minute paid break.

To the fullest extent practicable, the Agency will construct these runs so that the paid break falls between the 3rd and 6th hour of the run.

Miscellaneous Scheduling Rules

Pull out, turn in, relief time and time driving to and from the end of the line shall not be included as platform time for weekday and Saturday Second and Third Block runs. This procedure shall apply to twenty percent (20%) of the runs by station.

All owl runs shall be straight runs and shall pull out and turn in and shall work no later than 8:00 A.M.

Maximum Number of Lines

Up to ten percent (10%) of first block runs may work three (3) basic lines by station. Twenty-five percent (25%) of Second and Third Block runs may work on three (3) basic lines by station on weekdays. Twenty-five percent (25%) of second block runs may work on three basic lines on Saturday and Sunday. Local, Express, and Shopper Express service shall be considered one (1) line. An additional ten percent (10%) of total full time runs which provide service to light rail stations may work on three (3) basic lines. This additional ten percent (10%) of total full time runs may be any combination of first, second or third block runs.

Spread Premium

All scheduled platform work or time on duty beyond eleven (11) hours 30 minutes spread shall be paid for at time and one-half up to twelve (12) hours. In addition, all scheduled platform work or time on duty beyond twelve (12) hours spread shall be paid for at double time. Computation of spread premium pay will be in addition to all other straight time and overtime payments required by other provisions of this Agreement. The regular pullout allowance shall be considered as part of this spread.

When any run has a split starting after 8:00 P.M., all of the time in the split shall be paid at the hourly rate applicable to the run.

Days Off

The Agency shall arrange its schedules and its work so that:

Each regular operator will be off duty two (2) consecutive days in every seven (7) days without pay.

Minimum Time Allowance

Except for bus tripper runs provided for below, the minimum time allowance for all scheduled runs shall be eight (8) hours inclusive of the allowance for pull out.

Holidays

On paid holidays, the Agency may operate either daily, Saturday, Sunday, or special schedules. However, special holiday schedules shall be limited to paid holidays.

On the paid holidays of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas, the Agency may operate holiday schedules. Such

schedules shall be constructed in accordance with this Section 6 as it applies to Sunday schedules.

On the paid holidays of Martin Luther King's Birthday, Washington's Birthday, and Veteran's Day, the Agency may operate special schedules. Such schedules shall be constructed in the same manner as a daily schedule when such holidays fall on a weekday and in the same manner as a Saturday schedule when such holidays fall on a Saturday. Ninety percent (90%) of all runs scheduled on these holidays shall work the same line as the daily schedule.

The number of runs scheduled on any paid holiday may be more or less than on the regular daily, Saturday, or Sunday schedules depending on the service requirements.

Report Time

Allowance of time to operators for pull outs shall be twelve (12) minutes for each pullout. A ten (10) minute turn-in allowance at straight time rate shall be allowed for the turn in of lost articles, special ride promotion tickets, etc., at Agency request.

Tripper Runs

The A.M. and P.M. trippers shall be coupled into regular tripper runs. Tripper runs shall not exceed eight percent (8%) of the total regular runs at each station unless mutually agreed on between the Agency and the Union. The minimum time allowance for such tripper runs shall be six (6) hours. When such tripper runs exceed six (6) hours actual platform time, the minimum time allowed shall be eight (8) hours. Six (6) hour tripper runs shall be operated between 5:30 A.M. and 6:30 P.M. plus pull-out time.

Miscellaneous Pay Rules

All regularly scheduled runs shall be paid for at the rate of time and one-half after eight (8) hours, including the allowance for pull out. There will be no dead time deducted where overtime is involved.

When part of a run has been worked and for any reason the operator fails to complete the run except where such operator is taken off the run by the Agency, the substitute operator assigned to complete the run shall be allowed the regular rate of wages until eight (8) hours of platform time have been worked, after which the overtime rate shall be paid.

Travel time for operators traveling to and from relief points and their stations shall be calculated on the basis of the running time plus one-half (1/2) the headway of lines in effect at the time for relief.

Operators taken off their runs for infraction of rules shall be paid for actual time worked.

Regular operators taken off their regular runs to work other runs with less working time than their regular runs shall be paid the time called for on their regular runs.

Effective Date for Section 6A

Effective date of the changes to Section 6A shall become effective no later than the third pick following ratification of the agreement. Nothing shall prevent Metro from implementing the new provisions at an earlier pick if possible.

B. REGISTERING FAREBOX. If Bi-State purchases a registering farebox system, operators shall be responsible for monitoring and operating registering farebox equipment and for recording any or all passenger and revenue information relative to the farebox. If an operator's workday is lengthened because of any requirement to turn in or audit his daily work report, the Agency will provide a turn-in allowance for such procedures in accordance with the contract. If an operator's workday is lengthened because of travel to turn in or audit his daily work time, employee shall be compensated at the appropriate contract rate.

C. BUS AND LIGHT RAIL JOINT SCHEDULE COMMITTEE

A. The parties agree to form a joint Union-Management Bus & Light Rail Schedule Committee.

The goal and purpose of the Committee is to work together to review and improve the current Bus Operator and Light Rail Vehicle Operator schedule making and related rules in order to develop mutually agreed-upon changes to be implemented for a trial period agreed by the Committee.

The Committee will work subject to the following:

1. There will be an equal number of Union and Management Committee Members. Total committee membership will not exceed ten (10).
2. The President of Local 788 ATU will be a member of the Committee; and, within seven (7) days following the ratification of this Agreement, will appoint the other Union representatives to the Committee. The President of Local 788 may remove Union members of the Committee and reappoint other Union representatives in their place.
3. The Senior Vice President of Transit Operations for Metro will be a member of the Committee; and, within seven (7) days following the ratification of this Agreement, will appoint the other management representatives to the Committee. Senior Vice President of Transit Operations may remove management members of the Committee and reappoint other management representatives in their place.
4. In the absence of mutual agreement to operate in a different manner, the President of Local 788 ATU and the Senior Vice President of Transit Operations will jointly Chair the Committee. Committee meetings will be alternately led by one of the joint Chairs.
5. The Committee will meet weekly, or more frequently by mutual agreement. Meetings will start not later than thirty (30) days following the ratification of this Agreement.

6. All changes will only be made by mutual agreement with the understanding that, following the trial period, either party may elect to return to the current bus and light rail schedule making and related rules.
7. In order to meet the necessary deadline for implementation at the 2008 System Selection, the Committee will conclude its schedule review and changes not later than August 15, 2008. The Committee can mutually agree to an earlier deadline in order to make changes for the August Pick of Runs.
8. Agreed-upon changes in bus and light rail schedules will be placed in effect concurrently with one of the four (4) Picks of Runs held in accordance with the terms of this Agreement.
9. During the period of time the agreed-upon changes in bus and light rail schedules are in effect the Committee will meet periodically to review the impact of changes. Adjustments may be made only by mutual agreement.
10. Subject to the right of either party to elect to return to the current bus and light rail schedules, set out in #6 above; at least two (2) months prior to the end of any such trial period, the Committee will meet to reach a decision as to whether the changes in bus and/or light rail schedules should be continued or modified. Such decision shall be by mutual agreement.
11. All agreements and decisions of the Committee shall be in the form of a writing signed by both parties.

- B. The parties may modify the provisions of this Section by mutual agreement. Any such agreement shall be in the form of a writing signed by both parties.

SECTION 7. SPECIAL WORK. For special work which requires security check of operators and/or when vehicles will be operating over foreign routes such as conveying to and from manufacturer's locations, or other properties in other cities, operators may be taken off their regular runs by seniority on a voluntary basis and extra operators placed on regular operator's runs.

SECTION 8. LAYOVERS. The Agency shall construct its schedules so as to provide operators a layover at both ends of each line to the maximum extent practicable, but there must be a layover at one end of the route. A minimum layover of five (5) minutes will be guaranteed at one end of the line on each round trip. A minimum layover scheduled on any MetroBus round trip shall be ten (10) minutes except on pull out and turn in trips. Round trips with layover scheduled at both ends will meet the ten (10) minute minimum layover requirement with five (5) minutes recovery at one end and five (5) minutes at the other end. Alternatively, routes with a mid-route layover of (for example eight (8) minutes) and five (5) minutes at the other end will meet the ten (10) minute scheduled layover requirement.

Lines having a round-trip running time of forty (40) minutes or less, are excepted from this provision to have a ten (10) minute layover but must meet the five (5) minute layover at one of the terminal ends within forty (40) minutes of continuous operation.

To the extent practicable, the Agency will endeavor to construct its schedules so as to incorporate in all "natural" straight runs, not including "pay-straight-through" runs, at least one trip with a combined layover and recovery period of not less than ten (10) minutes.

Restroom

Comfort stations, as well as iced drinking water, shall be maintained at convenient places on all MetroBus and MetroLink lines and shall be kept in a sanitary condition by Metro. Portable facilities (Johnny on the spot) will not satisfy this requirement. Operators operating lines that currently do not satisfy this requirement will be allowed to stop in route and use restroom facilities with proper notification of MetroBus Operations Control.

SECTION 9. OPERATOR WAGES/PROGRESSION. The basic hourly wage for operators covered by this Agreement who have completed the steps set forth below shall be as follows:

A. BUS OPERATOR WAGE/ PROGRESSIONS

<u>07/01/07</u>	<u>3.1%</u>
<u>07/01/08</u>	<u>3.5%</u>

Effective:

<u>07/01/07</u>	<u>\$20.34</u>
<u>07/01/08</u>	<u>\$21.05</u>

Effective March 1, 1995, the progression rate for all employees hired as bus operators after that date shall be as follows:

- First 12 months, 60% of the top rate
- Second 12 months, 70% of the top rate
- Third 12 months, 80% of the top rate

Fourth 12 months, 90% of the top rate
Thereafter, 100% of the top rate

The progression factor shall follow the employee for the first 48 months of employment in whatever classification the employee may be assigned.

The period of service for the purpose of the foregoing step rates shall be computed from the first day following the date of final qualification for duty.

B. Emergency Work / Call Back

In order to deal effectively with customer service needs and community needs caused by MetroLink service interruptions or emergency conditions, the parties agree to meet within thirty (30) days after ratification of this Agreement to negotiate procedures relating to such call backs.

SECTION 10. BREAK-IN PAY. In addition to their regular wages, each operator shall receive fifty (50) cents extra for each hour or part of an hour spent in breaking in student operators. An employee who, for any reason other than his voluntary choice, is required to break in as a bus operator or familiarize himself with a route or new equipment shall be paid his regular rate of pay during said period for the number of hours required by the Agency. If during such period, he is relieved from the performance of his regular work or if the Agency elects that said period be carried on without relieving the employee from his regular work, he shall be paid for such period at the prevailing federal minimum wage for the number of hours required by the Agency.

SECTION 11. WAGE RATES FOR POSITION CHANGE. Any employee who is taken from his regular position and placed in another position shall receive the rate of pay of the new position for the full time he occupies such position, unless the rate of pay of the new position is lower than his regular rate of pay, in which case he shall receive his regular rate of pay while occupying the new position, except that any employee desiring to familiarize himself with the duties of any other position than his regular position, may, upon filing a request in writing, be placed in any other position than his regular position at his regular rate of pay for periods not to exceed ninety (90) days; provided, however, that any employee who may become incapacitated, or who is unable for any reason to continue in his regular position, may, upon the written request of such employee, be assigned to another position carrying a lower rate of pay than his regular rate of pay, in which case, he shall receive the lower rate of pay.

A. JOB CLASSIFICATION CHANGES. When changes in any union position classifications or duties are needed or new classifications or duties are needed, the Agency shall negotiate such changes with the Union prior to their implementation. Training for changes shall be negotiated if deemed necessary by either party. Upon

mutual agreement, the proposed changes may be instituted on a six (6) month trial basis during which time adjustments may be made.

B. RESERVE POOL. Reserve pool members temporarily assigned to Management positions will not perform bargaining unit work on the same day they work in Management positions nor in the same pay period when such assignments are for five (5) days or more. Further, when performing such Management work, they shall not perform maintenance work nor operate a bus except as provided for otherwise in this Agreement.

SECTION 12. A. COURT APPEARANCE. Employees called upon by the Agency to attend court or to give a deposition shall be excused from their regular duties and shall be paid their regular wages for time spent in court, or giving a deposition provided, however, that any such employee shall be paid a minimum of eight (8) hours for that day. If required to remain in court longer than eight (8) hours, they shall be paid for actual time at their regular rate of pay, up to eight (8) hours, after which overtime shall be allowed.

An employee who, in connection with his duties, is required to appear at police headquarters or any law enforcement agency, shall be paid at the overtime rate for time spent traveling from his home to police headquarters and return to his home, plus the actual time spent at police headquarters if he works his run or if it is his regular or scheduled day off. If unable to work his run, he shall be paid the time called for on his regular run and not be required to work another run or a piece of work.

B. ASSAULT PAY. Whenever any operator of a bus covered by this Agreement becomes unable to perform his regular duties, through no fault of his own, by reason of injury intentionally inflicted upon him and arising out of, and in the course of his employment with the Agency, compensable under the Worker's Compensation Law, the Agency will pay such employee a supplemental benefit equal to the difference between his normal weekly wage and the disability benefits to which he is entitled under said law, for a period of absence from work due to the same injury not exceeding fifty-two (52) weeks. Payments herein provided for shall be prorated when absence from work due to such injury is for partial weeks. The foregoing obligation of the Agency to pay such employee for absence from work due to such injury the foregoing supplemental benefits shall not be deemed to be the payment of wages to said employee within the meaning of Paragraph 3, Section 287.160 (Revised Statutes of Missouri, 1959) of the said Workers' Compensation Law, and the Agency hereby waives and forgoes any right it may have under said law to claim credit therefore against any of the various disability benefit liabilities imposed upon it by said law in favor of such employee. The provisions of the Supplemental Agreement between the parties dated December, 1983, detailing the handling of sick leave and Workers' Compensation claims shall be incorporated into this Agreement by reference and shall be applicable as if fully set forth herein.

SECTION 13. INDENTIFICATION BADGE. In accordance with the rules and regulations of Bi-State Development Agency as adopted by the Bi-State Commission, free transportation shall be furnished to all employees and members of the

Union on the buses and MetroLink of the Bi-State Transit System, upon presentation of such credentials as such rules and regulations may from time to time require.

The Agency may assess a penalty against employees and members of the Union not to exceed ten dollars (\$10) for each loss of such credentials as may be furnished provided, however, that upon termination of employment the Agency may assess a penalty not to exceed thirty dollars (\$30).

SECTION 14. EXTRA BOARD RULES. The Rules and Regulations governing Bus Extra Board Operations and the Rules and Regulations governing Light Rail Vehicle Extra Board Operations as set forth in a separate document are incorporated herein and made a part of this Memorandum of Agreement by reference. No changes will be made in either set of rules except as a part of negotiations for a new Memorandum of Agreement or by mutual agreement between the parties.

SECTION 15. EMERGENCY CONDITIONS. In order to take care of any emergency, or unusual traffic conditions, operators may be temporarily transferred from one station to another without consideration of seniority, provided that operators are not available at the particular station to which they are being transferred to perform the duties requiring their transfer; it being understood that this paragraph does not apply in the case of the consolidation or discontinuation of route or bus station, in which case seniority shall prevail, as provided for in Section 21.

SECTION 16. BUS SHIFTING. All bus shifting to and from stations and Main Shop shall be performed by operators. No more than two shifting trips per day, (one A.M. – one P.M.) as defined below, shall be attached to any one regularly scheduled run.

- a. From home station or line to Main Shop or another station and return a bus to home station.
- b. From Main Shop to line or home station.

SECTION 17. PASS SALES. If during the term of this Agreement the Agency wishes to have operators sell or handle any type or kind of weekly pass or permit, or any type of pass or permit which is neither weekly nor monthly in type, then prior to requesting the operators to sell or handle the same, the Agency and the Union shall meet, confer, negotiate, and mutually agree: First, whether or not operator shall sell or handle such weekly pass(es) or permit(s), or such other type(s) or pass(es) or permit(s), as the case may be; second, upon the commission which operator shall receive from the Agency for handling or selling such weekly or other type(s) of pass(es) or permit(s), and upon the days of the week that the same shall be handled or sold by the operators during the course of any run operated by them. In no event, however, shall operators be obligated to handle or sell monthly type passes or permits at any time.

SECTION 18. REPORTING PAY. When regular operators report for their runs and do not get out, they shall be required to stay at the station and take the first vehicle that is ready for them and complete their run or another run. Time spent in waiting, through no fault of their own, shall be paid for at their regular rate of pay, except in events where it is necessary to temporarily curtail or abandon service on any line or lines for a day or more due to cyclone, floods, riots, and natural disasters. In such cases, runs not used shall receive no pay.

When, as the result of causes beyond his control, any operator who notifies the foreman at least twenty-five (25) minutes before he is due to sign up that he is unable to reach his station in time to take his run out but will proceed to the station with the least possible delay, shall not be charged with a miss unless subsequent investigation develops that it would have been possible for the operator, using his usual means of transportation, to have reached his station on time.

SECTION 19. ACCIDENT/INCIDENT REPORT. Operators shall make a written report of all accidents and disturbances or occurrences out of the ordinary as specified on the Agency's accident report blank immediately after their day's work is completed. In case of serious accidents, operators may be taken off their run to make immediate reports. Each operator will be paid thirty (30) minutes time at his regular rate of pay for making such reports, satisfactory to the properly designated officer, and for answering all questions in connection with the accident that the insurance company may desire to ask.

Employees called upon to make accident reports who have no knowledge of the accident shall not be required to fill out the complete accident report blank but shall merely sign the report in a space provided below a printed statement that they have no knowledge of the accident, and no time shall be allowed for signing such statement.

Employees called upon to make detailed reports of accidents about which they have no knowledge, or being called to go to the main office to review settlements made on previous accidents, shall be paid for time so spent.

Where any employee fails or neglects to report any accident or disturbance which subsequently results in the filing of a claim against the Agency, the operator shall not be allowed any time for making out the reports required above unless it can be shown conclusively that at the time of the accident or disturbance he did not or could not have had any knowledge of the occurrence.

No time shall be allowed for making disciplinary reports, such as are now required in answer to complaints relative to discourtesy, failure to observe rules and regulations, or reports of a similar nature.

SECTION 20. WORKING CONDITIONS. Operator shall not be required to close windows. Workmen, other than operator, shall have destination signs, including roller and windshield signs, available on all vehicles before leaving the station. Operators shall be responsible for the proper display of all signs and run numbers at all times.

The Agency shall furnish sufficient help other than bus operators as is necessary to assist the bus operators to get buses started and leave the station on scheduled time.

Bus operators shall not be required to change tires or make repairs where their bus is disabled while going to and from their regular runs or while the bus is running upon its regular run. They shall call the trouble dispatcher with the least possible delay.

Comfort stations, as well as iced drinking water, shall be maintained at convenient places on all bus lines and shall be kept in a sanitary condition by the Agency.

All buses operated during the period October 1 to April 30 of each year shall be equipped with heaters capable of maintaining reasonable temperatures.

Windshields of all buses shall be in a reasonably clean condition before vehicle is moved from the yard. Employees, other than operators, shall keep the windshield of these vehicles clean.

For operating safety, defrosters and windshield wipers of all vehicles must be kept in first-class condition at all times.

Steering wheels and step wells of all vehicles must be kept painted and in first-class condition at all times.

SECTION 21. A. OPERATOR SENIORITY & SYSTEM SELECTION.

Seniority of each of the full-time operators covered by this Agreement shall be on a system basis. The years of service of each of the full-time operators with each of their respective, immediate predecessor transit companies shall be counted from date of last employment and given full credit in the seniority roster. There shall be a system selection by the operators every year effective the first Monday following Thanksgiving Day of each year, for the purpose of selecting the station at which operators desire to work, except that upon request by the Union, an interim system selection pick shall be held when a station has been abandoned or consolidated or a major bus line shifted from one station to another or a major change in scheduling made. At least one (1) month prior to every such system selection of work, the Agency shall post a notice at all stations announcing that a system selection of stations will be held at some central location. In accordance with a Master System Seniority List, also posted by the Agency, the operator with the highest seniority in service on the system may select any station of his choice, provided he is qualified for the work selected. The operator with the next highest seniority in service may then make his selection, and so on down the seniority list.

The term "seniority" for the purpose of this Section 21 shall be computed from the date of last employment with the Agency as a full-time operator.

In selecting the station at which they desire to work, the number of operators are not to exceed the quota established by the Agency for each station. Operators who fail to appear at the central location of selection on the date designated and at the time specified, will be deemed to have elected to remain at the station to which they are then assigned.

Operators may send in written notice of their selection provided it is received at least two (2) days in advance of the date designated for the pick to commence.

System selections are to be completed in time to permit the posting of station seniority lists in advance of the station pick of runs which follow system selections.

B. PICK OF RUNS. There shall be a scheduled service change four (4) times per year, effective on or about March 15, June 15, September 1 and November 30. For purposes of definition, "on or about" shall be defined as ten (10) days prior to or ten (10) days after the dates indicated above. A pick of runs shall occur in association with each of the schedule change dates outlined above. The Agency shall post schedules no later than 12:00 noon on the Thursday prior to pick of runs unless a necessary extension is agreed on by the Union. The Union shall conduct the pick and shall complete such picks at least five (5) days prior to the effective date of the runs.

In the event that the Union fails to complete such picks, the Agency will conduct the pick and where runs are not selected or where sufficient choices are not provided, the Agency will assign the runs, assigning the previous run, if available, and if not available, another run.

In the event special picks are required, the Agency and Union will agree on how they shall be conducted.

Selection of runs will be made at such times as to permit the run picks to become effective on the first day of a pay period.

At any pick of runs, operators shall select a run of their choice or select extra board in accordance with their seniority standing at their particular station. The oldest operator in service at each station may select any run or any line or the extra board, until filled to the capacity that operates from that station. The next oldest operator in service may then select any other run or the extra board until filled to capacity at the station, and so on down the list. Operators picking extra board shall pick on the extra board in numerical (seniority) order until extra board has been filled to capacity. Operators picking the extra board shall adhere to all the rules and regulations governing the operation of the extra board.

C. PAYMENT FOR RUN PICK. The Union shall pay all expenses in connection with the annual system selection. Metro and the Union shall equally share the expenses in connection with the four pick of runs specified in paragraph B above. Metro shall pay all expenses of the interim system selection when held under the circumstances, and at the time above described in the first paragraph of this Section 21. The expense of re-picks necessitated through the error or omission of either party shall be borne by the responsible party as otherwise agreed upon.

D. RE-PICK OF RUNS. In cases of change of schedule during any of the periods referred to above involving a change of thirty-five (35) minutes or more in the hours of any run, the operator who has that run at the time of such change may, by giving

six (6) days notice in writing call for a new pick of runs at the station involved, and such pick shall be made immediately, and the Agency shall bear the expense of the picking.

E. NEW OPERATORS. New Operators in training at the time of a pick of runs will be allowed to participate in the pick at the station to which they are to be assigned. Such new Operators will be assigned to their selected runs upon completion of training.

SECTION 22. ABSENCE DURING PICK. Any Operator who has been absent due to illness or injury for a period of ninety (90) calendar days shall be passed over at the first pick of runs at his station. Operator returning to duty after a period of ninety (90) days, and who has no run, shall be assigned either to the temporary board or the rotating extra board in accordance with his seniority until the next regular pick of runs.

SECTION 23. EMPLOYEE TRAVELING IN AGENCY VEHICLES. Uniformed employees while traveling as passengers on any vehicle of the Agency shall not occupy seats to the exclusion of fare-paying passengers.

SECTION 24. OPERATOR UNIFORMS

A. PURCHASE OF UNIFORMS. Operators shall be permitted to purchase their uniforms in the open market from any approved list of companies, provided such uniforms correspond with the standard uniform of Metro.

B. UNIFORM ALLOWANCE.

Metro shall provide a uniform allowance of Three hundred Fifty-five (\$355.00) dollars per year effective January 1, 2008 with an increase of fifteen (\$15.00) dollars on January 1, 2009 and each January 1 thereafter during the term of this agreement.

Following ratification of the Agreement, Metro will meet with the Union's Uniform Committee to discuss problems associated with the uniform.

On July 1 of each year Operators will be provided information showing their July 1 uniform balance. Starting in 2004 the uniform balance that can be carried over from one calendar year to the next shall not exceed seven hundred fifty dollars (\$750.00). The notice provided to operators on July 1, 2004 and annually thereafter will list the maximum carryover amount. Operators with a uniform balance above seven hundred fifty dollars (\$750.00) on July 1 must expend the amount above seven hundred fifty dollars (\$750.00) prior to December 31 in order to avoid cancellation of the balance over the maximum carryover. Upon retirement, employees will be paid one hundred percent (100%) of any remaining uniform balance.

C. MetroBus UNIFORM ITEMS.

Operators will be permitted to wear a collar-less coat-type sweater and/or vest, provided such sweater and/or vest meet approved specifications with regard to style and color.

Walking shorts with knee high socks will be an optional part of the uniform in the summer. Tie (clip-on or regular) or scarf will be part of the work uniform in the winter.

MetroBus operators will be required to wear only one uniform year round which shall consist of a shirt, short sleeve or long sleeve, trousers, light weight or heavy weight, jacket with liner or sweater and/or vest. Heavy uniform overcoat or jacket, rain gear, seat cushions, watch holder and punch holder will also be a permissible uniform expense. All uniforms must meet approved specifications of Metro. It is understood that all uniforms shall bear a union label, if available, if not available "Made in USA" label is required. Uniforms shall have belt loops; uniform skirts or uniform split skirts (culottes) may be worn by female operators in lieu of trousers. A maroon or white polo shirt will be an optional part of the summer uniform. Starting on the first day of the month following the ratification of this Agreement, MetroBus Operators will be supplied with a heavy uniform jacket as a part of their first uniform.

Summer Uniforms: MetroBus Operators are permitted to wear summer uniform items on the first Monday of May in each year.

Winter Uniforms: MetroBus operators are permitted to wear winter uniform items on the first Monday in November of each year.

Seasonal Transition: The two (2) week period preceding the first Monday in May changeover date and the two (2) week period following the first Monday in November changeover date will be a transition period during which MetroBus Operators are permitted to wear either summer or winter uniform items.

D. UNIFORM CHANGE. If during the term of this agreement, Metro changes uniform, there shall be a thirty-six (36) month transition period in which operators may use the annual clothing allowance to purchase new uniforms. If Metro restricts shoes to one color, then shoes will come under the annual clothing allowance. By the end of the transition period all operators will be required to wear the new uniform. Metro and the Union will negotiate the change over dates.

SECTION 25. UNION BUSINESS. Employees who may be called upon to transact business for the Union which requires their absence from duty shall, upon application, be allowed to absent themselves for a sufficient time to transact said business for the Union, provided twenty-four (24) hour notice is given in the application and the number applying for leave of absence is not so great as to be detrimental to the service.

SECTION 26. LEAVE OF ABSENCE FOR UNION OFFICE. Any employee elected to fill an office in the Union which requires his absence from duty with the Agency shall be granted a leave of absence, and upon his retirement from such office

shall be reinstated to his former position with the Agency with full seniority rank, provided that, in no case, shall the number assigned exceed seven (7). During such leave of absence, Union officers shall be entitled to the full rights of an employee.

SECTION 27. DISCIPLINE. No employee shall be suspended or discharged until his immediate superiors have made full investigation of the charges against him and shall have obtained the approval of the respective superintendent, except when it appears that an employee has been drinking alcoholic beverages or taking narcotics or dangerous drugs, has stolen Bi-State Property, including fares, has not carried out a reasonable order, provided that the order does not involve the safety of the employee, has been involved in a very serious accident, or has carried, displayed, or used a firearm or other weapon while on duty. Any employee discharged, suspended, or otherwise disciplined may file a grievance in writing within five (5) days after such suspension, discharge, or disciplinary action. If such grievance is not filed within this time, the case will not be considered. If upon investigation, either as the result of the filing of a grievance or otherwise, the employee is found not guilty of a violation of the Agency rules in connection with the circumstances under investigation, he shall be reinstated to his former position and paid for all time off at his regular rate of pay in such settlement: it being understood that such employee will lay off two (2) days in seven (7) and such amount to be deducted. No case shall be arbitrated unless within forty-five (45) days after the decision of the Agency a written request for arbitration has been served upon the Agency by the Union.

It is understood that in any disciplinary hearing the following records will not be considered in arriving at a decision:

1. Accident reports over thirty-six (36) months old.
2. Passenger complaints over twelve (12) months old.
3. Misses over six (6) months old.

SECTION 28. LOSS OF PERSONAL PROPERTY. Any loss of personal property of an employee resulting from holdup, robbery, or theft occurring while the employee is on duty and exercising reasonable care, shall be reimbursed by the Agency provided that the employee is not carrying an amount of money or property in excess of the amount necessary for the performance of his duties. This provision shall also apply to Maintenance employees away from their home base while in the performance of their assigned duties.

II. MAINTENANCE EMPLOYEES SENIORITY DISTRICT

The maintenance division is comprised of main shops, the station shops, the stores section, farebox maintenance and facilities maintenance and the following conditions prevail throughout this division.

A set of job descriptions for positions covered by this Agreement are shown in Appendix A.

In order to provide Customer Service to our Light Rail passengers, the parties agree that; in the event of an incident beyond the control of Metro that creates an emergency need for a bus bridge and in the event an operator cannot be utilized in an immediate need, then qualified Maintenance employees may be temporarily used until an operator is available for the bridge.

SECTION 29. A. MATERIALS MANAGEMENT SECTION. The regular working hours for the employees in the Stores Section shall consist of a workweek of forty (40) hours per week, Monday through Sunday, and eight (8) hours per day on a twenty-four (24) hour basis. The starting and ending time for Stores Section shifts will be between the following periods:

FIRST SHIFT HOURS	6:00 A.M. – 4:30 P.M.
SECOND SHIFT HOURS	2:00 P.M. – 12:30 A.M.
THIRD SHIFT HOURS	10:00 P.M. – 8:30 A.M.

The starting hours of the shifts at the station garages may vary by one (1) hour earlier or later than the starting times at the Main Shop. Days off for first shift material handlers at the stations will be Saturday and Sunday.

Effective December 1, 1995 the top rate for Material Handler classification 1A will be \$14.20.

Newly hired or transferred employees after December 1, 1995 will be subject to the top rate of \$14.20 and will receive wage increases after December 1, 1995.

Employees in this classification prior to December 1, 1995 will not be affected by the top rate provision of \$14.20.

SECTION B. GENERAL PROVISIONS. Employees bidding into this classification will be required to pass a Material Handler's test. Successful employees hired as Material Handlers will undergo a thirty (30) work day qualification period following completion of formal training required for the job and will be locked in for a period of twelve (12) months following the effective date of the job award. Employees will be afforded a ten (10) day self-disqualification period.

All Material Handlers will exercise their vacation pick by shift at the Stores Section.

During the Annual System Pick, employees who have not held the position of Material Handler within thirty-six (36) months prior to the effective date of the pick will not be eligible to select a Material Handler job.

SECTION 30. STOREROOM/MAIN SHOP PARTS. No one shall do material handler's work or pick up any parts or units from the storerooms or the main shop when they are closed except when necessary to make emergency repairs to a vehicle.

SECTION 31. A. REASSIGNMENT. In order to take care of any emergency or temporary position, employees may be transferred temporarily from one position to another provided the position does not exceed fifteen (15) working days. All such temporary transfers are to be made on the basis of seniority, if qualified, except employees in the general services section who may be transferred temporarily and seniority will be considered where possible. All situations exceeding fifteen (15) days will be bid as a permanent or temporary job. The fifteen (15) day reassignment provision will not apply to Class 1A Mechanics in the Main Shop.

In order to take care of vacation periods on days or nights, station shop employees may be transferred temporarily from one station to another with consideration for seniority and availability for the period necessary to cover the vacation period.

B. TOOL ALLOWANCE. Effective January 1, 2008 Metro will provide an annual tool allowance without restriction as to suppliers who have been approved by Metro of Five Hundred Dollars (\$500.00) to all mechanics with one (1) year's service with an increase of twenty dollars (\$20.00) on January 1, 2009 and each January 1 thereafter during the term of this agreement.

Tool allowance will be paid by separate check. This tool allowance is specifically intended as a reimbursement of bona fide ordinary and necessary business expenses incurred or reasonably expected to be incurred by employees receiving such allowance.

Mechanics Class 1A moving from non-MAT jobs shall receive a prorated Tool Allowance for the calendar year as follows:

Months of Effective Date of Award	Pro-rata Portion of Annual Tool Allowance
January – April	100%
May – August	67%
September – December	33%

At each garage, a tool box with the tools listed below will be available for use by Bus Maintenance Utility Workers.

½" Air Impact Wrench

½” Deep Impact Socket with 7/8” dr.
½” Micrometer Torque Wrench
10” Extension for Torque Wrench
Three piece Pry Bar Set
Mag Light

C. AGENCY FURNISHED EQUIPMENT. The Agency will furnish Phillips headed screwdriver, brake wrenches, protex, and protective clothing such as raincoats, rain caps, boots or overshoes, and gloves for employees requiring them. Employee will be required to exchange worn-out, broken, or defective tools or equipment for replacement. Employees may be required to sign for items furnished by the Agency. Upon leaving the service of the Agency or transferring to a job not requiring these tools or clothing, they shall be turned in to the Agency.

D. LOCKERS. The Agency will furnish lockers at each station garage for the use of all maintenance employees to safeguard their tools and equipment. Each mechanic will be assigned to a locker which he will acknowledge by signing a card prepared for that purpose. It will be the mechanic’s responsibility to obtain his own lock and to store and lock his toolbox together with his tools in the locker at the end of each shift. Any loss of tools not stored and locked in the locker during the employee’s off-duty hours will be the sole responsibility of the employee. Toolboxes will become the property of mechanics retiring with twenty (20) or more years service.

E. LOST TOOLS & INVENTORY. In the event tools are lost through theft during the employee’s working hours, a joint meeting of Union and Management representatives will be held to establish a degree of responsibility and judging each on its individual merits, agree on disposition.

Each mechanic will be required to furnish the Agency a current inventory of his/her tools and to keep the inventory up-to-date. The inventory must be verified by a representative of the Agency. When tools are lost through theft, and the Agency agrees to replace the tools, replacement tools will be of the same brand and replaced within thirty (30) days of the date the tools were reported missing.

F. MAINTENANCE UNIFORMS. The Agency will furnish five (5) laundered uniforms per week to all employees in the Maintenance Seniority District who have completed their probationary period. It is understood that all uniforms shall bear a Union label, if available; if unavailable, “Made in USA” label is required. In the event uniforms are laundered in house, such work will be performed by Division 788 employees.

The uniforms referenced above issued to Track Maintainers shall include a heavier fabric suitable for winter wear.

SECTION 32. A. MAIN SHOP HOURS. The regular working hours for the employees in the Main Shop shall consist of a work week of forty (40) hours per week, Monday through Friday, and eight (8) hours per day between the hours

of 6:30 A.M. and 4:30 P.M. from October 1 to May 1. From May 1 to October 1, regular working hours may be at other hours by mutual agreement between the Agency and the Union on a voluntary basis.

Due to increases in Demand-Responsive hours and days of service, changes are required in hours and days of work in the Truck Shop. The additional hours and days of work shall be restricted to two (2) additional mechanics and two (2) additional service personnel, whose hours and days of work shall be specified on the bid sheet. These additional hours and days of work shall not affect the existing positions in the Truck Shop.

ADDITIONAL TRUCK SHOP HOURS

1 Mech.	Sat. 10:30 a.m. to 7:00 p.m. Sun. 9:30 a.m. to 6:00 p.m. Wed., Thurs. & Fri. 3:30 p.m. till midnight
1 Mech.	Mon., Tues., Wed., Sat. 7:00 a.m. to 3:30 p.m. Sun. 6:00 a.m. to 2:30 p.m.
Cleaners	Sat. 10:30 a.m. to 7:00 p.m. Sun. 9:30 a.m. to 6:00 p.m. Wed., Thurs., Fri. 3:30 p.m. to midnight.

B. SHIFT DIFFERENTIAL. The starting time on the second shift in the Main Shop will be 3:30 p.m. or later. Second shift vacancies will be filled through the bidding process and no first shift employees shall be required to fill those positions except through the voluntary bid process. Effective June 1, 1999 there will be a shift differential of thirty cents (30¢) per hour.

The shift premium for maintenance and service personnel at the stations who start their shift at or after 2:00 P.M. will be raised to thirty cents (30¢) per hour.

C. MAIN SHOP CLOSINGS. The Main Shop shall be closed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Christmas, Martin Luther King's Birthday, Washington's Birthday, or the days on which said holidays are observed as legal holidays except in emergencies such as floods, natural disasters, and riots. However, should the need occur for working on Veteran's Day, for reasons other than those above, it will be on a voluntary basis only and pay will be according to Section 43 of this Agreement.

The Main Shop will be closed on Saturdays and Sundays. Employees who work on Saturdays and Sundays which are not holidays shall be paid at time and one-half. If such Saturday and Sunday is the day upon which a holiday is observed, they shall be paid time and one-half plus holiday pay.

D. MAINTENANCE OVERTIME. Any overtime work in the Main Shops shall be rotated among such employees working in the same class and section.

When a section is unable to provide sufficient manpower to perform work, then and only then, shall another section employee be considered and used for such work. Qualifications and seniority shall be the determining factor in selecting workers. The shop superintendent shall determine if a worker is qualified to perform the required overtime work.

Any overtime in the station shops shall be rotated among employees working in the same classification and section if qualified.

Employees will not be required to take time off to make up overtime. A record of overtime will be maintained in the Maintenance Seniority District at each location indicating order of seniority, date of work, not available (N.A.) and refused (R.). Double over and day off will be counted separately as to rotation. This record will be made available upon request and each separate instance will count in both categories.

Days off and working hours for all regular employees of the station shops shall be picked every six (6) months, first Monday in June and implementation date of the System Pick, in accordance with their seniority in their respective stations. Lowest seniority employee available will be required to change working hours and days off to cover vacations and weekend vacancies with one (1) week's advance notice. Whenever maintenance employees move from one station to another, there will be a pick of days off and working hours from employees affected on down, within seven (7) calendar days.

SECTION 33. OTHER CLASSIFICATIONS

A. MAIN SHOP PROJECT MECHANIC

1. Project Mechanics will be selected by qualifications, prior experience and oral interview.
2. Project Mechanics will be used in all Main Shop classifications as needed. Project Mechanics will not be reassigned from one department to another more than one time per day.
3. Project Mechanics will receive fifty cents (50¢) per hour above the Class 1A rate when moved from his home base to another position.
4. In order to take care of any emergency or temporary position, it will be the decision of the Main Shop Superintendent to select from the department Project Mechanics to be moved therefrom. Emergency or temporary positions lasting more than fifteen (15) days shall be bid as a permanent or temporary position, unless the open position has been caused by vacation, illness, injury or absence for union business.
5. Project Mechanics will not be assigned to a permanently vacated position for longer than fifteen (15) days, unless the position is in the process of being bid. In order to take care of any emergency or temporary position, it will be the

decision of the Main Shop Superintendent to select from the department one Project Mechanic to be moved therefrom.

6. If a bump or system pick is held, the mechanic will be subject to the same conditions as stated in Paragraph 1.

7. Project Mechanics based at the Main Shop shall be capable of performing as a Main Shop Class 1A Mechanic in all classifications at the Main Shop.

8. The regular working hours and days off of Project Mechanics shall be the same as other employees in the Main Shop.

9. All Main Shop Project Mechanics home base assignments will be offered in seniority order.

10. Overtime for Main Shop Project Mechanics will be rotated in their home base department.

11. If a Project Mechanic is assigned to any department other than his home base, he will be offered overtime in the department he is assigned to.

12. Vacations for a Project Mechanic will be picked at his home base.

13. There will be eight (8) Project Mechanics. If additional Project Mechanics are needed, the Agency and the Union will meet and negotiate the number of additional Project Mechanics.

14. Project Mechanics may be assigned by the Main Shop Superintendent to work as Material Handlers on the day shift at the Central Storeroom.

B. ROAD CALL MECHANIC 1A

Capable of performing all duties of a Station Mechanic Class 1A. Hours of work, work assignment, overtime and other matters will be governed by rules contained in the following memorandum.

MEMORANDUM OF UNDERSTANDING

The Bi-State Development Agency and Division 788, Amalgamated Transit Union, have decided to realign the duties of Road Call Specialist as it pertains to procedures for utilization of this classification. Effective immediately, the position of Road Call Specialist will be reclassified as Road Call Mechanic. Employees presently holding this classification will continue to perform road calls and will be paid as Class 1A Mechanic. In the future when a vacancy exists in this classification, the location and hours of work will be reflected on the job vacancy sheet. The employees currently holding this position will not be reassigned as a result of this Memorandum of Understanding. This classification will have Saturday and Sunday as designated days off.

RULES

1. Road Call Mechanic will be assigned to a Division and will work directly for the Foreman in charge of that Division, performing normal repair work.

2. In the event that Road Call Mechanics are not available to perform road calls, the Foreman will assign any other available employees in the classification of mechanic to perform this type of work.

3. When employees are performing road calls, they will take their orders primarily from the radio dispatcher; however, as with all other employees, they may also receive orders from other management personnel as the circumstances require.

4. Employees are required to inspect their vehicles assigned to them prior to pull out and upon return to make sure that the equipment and supplies are placed and are in good working order. In addition, they are also responsible for ensuring the proper servicing of the vehicle, including fueling and upkeep.

5. In cases of absenteeism due to sickness, vacation, etc., regular employees from the Division will be required to perform this work. Overtime will be paid to employees when they elect to work beyond the normal hours.

In instances where employees have already worked eight (8) hours, Management will rotate the overtime to be worked by such employees. It is understood that vacancies will be filled by employees who are assigned to the shift in which the vacancy occurs.

6. Any overtime occurring at the stations shall be rotated among employees working in the same classification and section as qualified, including the Road Call Specialist.

7. In the event that Road Call Vans are not utilized daily from any one Station, this work will be rotated at that Station by Road Call Mechanic.

SECTION 34. A. MECHANICAL TRAINING. The following procedure is established for filling vacancies in automotive maintenance work:

The Agency will provide training for employees desiring to become mechanics. At least once during each six month period (January through June and July through December) the Agency will post and administer a mechanical aptitude test to such employees. Employees who desire to enter the training program will be given a mechanical aptitude test and standard oral interview. Those employees who successfully pass the mechanical aptitude test and the oral interview will be selected in seniority order for the training course as training slots become available. The Agency will develop written tests and demonstrated skill measurements to determine successful completion of the training program. The Agency will certify those students who have successfully completed the training program.

Only those employees who successfully complete the training program will be eligible to bid on a mechanic position. Employees promoted into such positions will be

subject to the thirty (30) day qualification period applicable to other employees bidding on positions as provided in this Agreement. Newly hired employees will have to successfully complete the training course before beginning the qualification period established in this Agreement for newly hired employees. Employees selected for training will be paid their current rate of pay, or the beginning rate for a newly hired mechanic, whichever is higher. Such employees will advance to the next higher rate in the progression after completing the required time in the program and will receive all contractual adjustments.

Successful graduates of the mechanic training program may be assigned to a work location for a minimum period of thirty (30) days, or assigned temporarily to open positions while the bidding process for these open positions is in effect. After being temporarily assigned to an open position, these employees will follow the bid process until they successfully bid on positions which their seniority may allow them to hold. If, in the process of bidding, two or more mechanics have the same seniority and qualifications on the same job bid, then the deciding factor will be in following:

1. Preference will be given to employees holding seniority in the Maintenance Seniority District prior to becoming mechanics. After completion of the step rate these employees will acquire full maintenance seniority.
2. Employees with seniority in the Operations Seniority District.
3. Any other employee who may have seniority prior to becoming a mechanic in any of the other unions.

B. ASSIGNMENTS. The new mechanic will be assigned to the vacancy temporarily until the bid process is completed and the job has been assigned. The successful bidder will be assigned to the position and the new mechanic will be reassigned to the vacated position. To resolve any seniority problem over days off, a day off pick will be conducted prior to his/her arrival. The internal bid process will be repeated and should there be no bidders, then the position will be assigned to the new mechanic using the above criteria.

It is understood that on all standard oral interviews a permanent documented record that has been reviewed and signed by the employee, will be kept and in the event the employee files a complaint, then this record will be made available to the Union for review.

C. The Agency shall make records of personnel who have been trained and certified in CNG readily available.

SECTION 35. TUITION ASSISTANCE

1. The Agency will establish a Tuition Assistance Program for employees covered by this Agreement subject to the following conditions:

(a) Approval for tuition assistance will be made in accordance with procedures established by the Agency.

(b) Approval will be granted only for courses which are specifically related to the job currently being performed (e.g. a Class 1A Mechanic position) or for courses which provide the employee with training for a higher level job within this Bargaining Unit. A degree that is job related, courses or degrees which benefit the Agency.

(c) Employees who achieve satisfactory academic evaluation (for example, a grade of A, B or C) will be reimbursed eighty-five percent (85%) tuition, registration and laboratory fees. Such reimbursement will be for a maximum of four (4) courses per Agency Fiscal Year in accordance with the Agency's Tuition Reimbursement Policy. A course shall be defined as the equivalent of a standard college course of 3 to 5 semester hours.

(d) Courses must be taken at federal or state approved technical or trade schools or accredited colleges or universities.

(e) Reimbursement will not be made for items such as textbooks, course related materials, parking and student incidentals.

(f) Course attendance must be on non-working hours.

2. When the Agency determines that a course is necessary to improve knowledge or skills necessary for the satisfactory performance of the employee's current job duties, the Agency will reimburse the employee for 100% of tuition, enrollment and registration fees, laboratory fees, textbooks, required course related materials and student parking. If said course is conducted during working hours, the employee shall be excused from work during those course hours and his/her pay will remain whole.

3. When in the opinion of the Agency it is desirable to send a maintenance employee to a trade school or other technical class, the Agency will assume all expenses involved, such as tuition, hourly wages, etc.

SECTION 36. INCLEMENT WEATHER. During inclement weather, effort shall be made to reduce to a minimum the need for bus washers to shift buses into and out of the garage building.

During inclement weather or when the outdoor temperature is 35 degrees or lower, the bus cleaner will not be required to operate the cyclone cleaner or wash buses at outside washing units.

In the event of any emergency requiring any employee covered by this section to be called back for work outside of his regular hours, he shall be paid for not less than four (4) hours at the overtime rate.

SECTION 37. GENERAL SERVICES --- TITLES, CLASSIFICATIONS, DESCRIPTIONS.

The following classifications make up the General Services Group and are described in Appendix A:

Sewer Worker	Class 5
Truck Driver	Class 9
General Custodian	Class 13
Utility Worker	Class 13

SECTION 38. MEAL ALLOWANCE. Whenever any employee in the Maintenance Employee Seniority District is engaged outside of his regularly scheduled hours in salt or snow work or in making emergency repairs or cleanups due to fire, storm, flood, snow, ice, or similar conditions, such employee shall be furnished a meal at Agency expense, or, if a meal cannot reasonably be furnished under the conditions then prevailing, such employee shall be paid a five dollar (\$5.00) meal allowance, as follows: at the end of each four (4) hour period of such work a meal or meal allowance shall be furnished except that if any final period of such work amounts to more than three (3) but less than four (4) hours, the same shall be treated as a four (4) hour period for the purpose of this section providing, however, that if any employee is assigned to such work within two (2) hours or less after the end of his regular shift, a meal or meal allowance shall be furnished during the first four (4) hour period between the second and third hour thereof, and the meal or meal allowance to be thereafter furnished shall be calculated on the basis of the four (4) hour period next following the furnishing of such first meal or meal allowance.

SECTION 39. MAINTENANCE WAGES/PROGRESSIONS. The basic hourly wage for employees in the Maintenance Division covered by this Agreement who have completed the progression steps for Class 1-A set forth below shall be as follows:

Employees hired in the Maintenance Division in Classifications 1A, 3, 5, 7 and 9 shall be paid hourly step wage rates as follows:

- First six months ----
 - 70% of the top rate for the classification
- Second six months ----
 - 80% of the top rate for the classification
- Third six months ----

90% of the top rate for the classification

Fourth six months ----

95% of the top rate for the classification

Thereafter, 100% of the top rate for the classification.

This progressive percentage factor shall follow the employee for the first twenty-four (24) months of employment in whatever classification the employee may be assigned.

Effective July 9, 1981, the progression rate for Maintenance Division employees hired and covered by this agreement in Classifications 10, 11, 12 and 13 shall be based on the top rate of Mechanic Class 1A, with the progression listed below. All other classifications will follow the twenty-four (24) month progression listed above.

First six months ----

70% of the restructured rate for the classification

Second six months ----

75% of the restructured rate for the classification

Third six months ----

80% of the restructured rate for the classification

Fourth six months ----

85% of the restructured rate for the classification

Fifth six months ----

90% of the restructured rate for the classification

Sixth six months ----

95% of the restructured rate for the classification

Thereafter, 100% of the top rate for the classification

This progression percentage factor shall follow the employee for the first thirty-six (36) months of employment in whatever classification the employee may be assigned.

Incumbents in Classifications 10, 11, 12, and 13 shall be "red circled" effective September 1, 1981. The incumbents shall be entitled to receive thirty-five (35) percent of any COLA and wage increases unless and until the wage rate of these employees is at a rate equal to seventy (70) percent of the top rate of 1-A mechanics.

The preceding paragraphs will supersede and take precedence over any other provisions of the contract relating to the wage rates of employees in Maintenance Employee Seniority District Classifications 10, 11, 12 and 13.

The contract rate for the various classifications in the Maintenance Employees Seniority District including the Fare Box Maintenance Classification in the Maintenance Seniority District shall be as follows for active employees hired prior to November 17, 1995. Employees hired after November 17, 1995 will follow the normal progression steps.

MAINTENANCE WAGES/PROGRESSIONS

07/01/07 _____ **3.1%**

07/01/08 _____ **3.5%**

07/01/08 an additional 1.0% wage increase of Mechanic, Class 1-A – MAT; Farebox and Headsign Equipment Mechanic; Electromechanic and Track Maintainer I, II, & III.

CLASS 1A MECHANIC	7/01/07	7/01/08
70%	\$15.46	\$16.16
80%	\$17.67	\$18.46
90%	\$19.88	\$20.77
95%	\$20.99	\$21.93
100%	\$22.09	\$23.08

FARE/HDSGN. EQUIP. Mechanic	\$22.35	\$23.34
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CLASS 1A (NON-MAT JOBS)	7/01/07	7/01/08
70%	\$14.65	\$15.16
80%	\$16.74	\$17.33
90%	\$18.84	\$119.49
95%	\$19.88	\$20.58
100%	\$20.93	\$21.66

MATERIAL HANDLER	7/01/07	7/01/08
70%	\$13.92	\$14.41

80%	\$15.91	\$16.47
90%	\$17.90	\$18.53
95%	\$18.90	\$119.56
100%	\$19.89	\$20.59

	7/01/07	7/01/08
CLASS 3	\$20.38	\$21.09
CLASS 5	\$20.28	\$20.99
CLASS 7	\$20.19	\$20.90
CLASS 9	\$20.14	\$20.84

CLASS 10 – 11 – 12 – 13	7/01/07	7/01/08
70%	\$11.15	\$11.54
75%	\$11.95	\$12.37
80%	\$12.74	\$13.19
85%	\$13.54	\$14.02
90%	\$14.34	\$14.84
95%	\$115.13	\$15.67
100%	\$15.93	\$16.49

CLASS 10 – Fuel & Oil Attendant	7/01/07	7/01/08
70% - Step 1 (1st 6 months)	\$11.38	\$11.77
75% - Step 2 (2nd 6 months)	\$12.19	\$12.62

80% - Step 3 (3rd 6months)	\$13.00	\$13.46
85% - Step 4 (4th 6months)	\$13.81	\$14.30
90% - Step 5 (5th 6months)	\$14.63	\$15.14
95% - Step 6 (6th 6months)	\$15.44	\$15.98
100% - Step 7 (thereafter)	\$16.25	\$16.82

Class 10A-Bus Maint Utility Worker	7/01/07	7/01/08
70%	\$12.50	\$12.93
75%	\$13.39	\$13.85
80%	\$14.28	\$14.78
85%	\$15.17	\$15.70
90%	\$16.07	\$16.62
95%	\$16.96	\$17.55
100%	\$17.85	\$18.47

B. LEADERS. An employee designated by Management to serve as a Work Leader shall receive an additional fifty cents (50¢) per hour over his/her regular hourly rate of pay. Work Leaders shall assign work, check out finished work, assure that crews are working effectively, provide instruction and guidance to other employees, execute paperwork and perform such other work as is required for the efficient operation

of the unit to which he/she is assigned. In the absence of the regular supervisor, a Work Leader may be relieved of his/her regular work responsibilities in order to function more effectively as a leader, providing, however, the Work Leader shall not be required or allowed to exercise any disciplinary authority.

C. WORKDAY. All employees in the Maintenance Seniority District shall work not to exceed eight (8) hours per day to be completed in eight and one-half (8 ½) consecutive hours, and a workweek not to exceed forty (40) hours per week. Any work in excess of eight (8) hours per day or forty (40) hours per week by such employees shall be paid for at the overtime rate of time and one-half provided, however, such overtime shall not be duplicated for the same hours of overtime.

GENERAL PROVISIONS

SECTION 40.A. SENIORITY DISTRICT. There shall be two seniority districts for all employees covered by this Agreement. One seniority district shall cover all employees in the job titles of operator and their seniority rights shall be as defined in Section 21 above. The other seniority district shall cover all other employees, such seniority district being known as the "Maintenance Employees Seniority District." Seniority of such employees shall be on a system basis. The years of service of each of the full-time maintenance employees shall be counted from date of last employment and given full credit on the seniority roster and their seniority rights are defined as follows:

- (a) The Maintenance Employees Seniority District includes all the employees in the main shops, including the truck shop, stations shops, general service section, stores section, plant maintenance, fare box maintenance, and custodians at all stations.
- (b) No employee in the Maintenance Employees Seniority District shall have the right to change his job to any other job on the basis of seniority alone unless there is a layoff or job opening and then only in the manner as described in this Agreement upon the happenings of either event.
- (c) Maintenance seniority district employees may exercise their seniority in bidding on job openings in accordance with the provisions of this agreement providing the job is in an equivalent or higher pay rate and providing the employee is qualified.

B. BIDDING PROCEDURE. If a job opening occurs in the Maintenance Employees Seniority District, notice to that effect shall be posted on all bulletin boards system-wide, and a period of five (5) days exclusive of Saturday and Sunday, shall be given within which the employees in said district shall be entitled to bid on such job openings.

CLASS 1A MECHANIC JOBS. The filling of Class 1A Mechanic jobs by bid in the various departments in this district will be done on a system seniority basis among Class 1A Mechanics, subject to the requirements and procedures established for acceptance of bids on particular jobs as set out in this Agreement. Notices of vacant

Station Mechanic jobs will be posted for bid by shift (e.g. day, second or third). Promotion to Class 1A Mechanic jobs will be made in accordance with the provisions of Section 34 of this Agreement.

OTHER CLASS 1A JOBS. The filling of Class 1A jobs that do not require passing a mechanical aptitude test, oral interview and formal training (Material Handler and Painter) shall be on a system seniority basis among employees in the Maintenance Seniority District subject to the requirements and procedures for acceptance of bids on particular jobs as set out in this Agreement. Employees who are awarded these jobs as a promotion will be subject to a twenty (20) calendar day self-withdrawal period and a sixty (60) calendar day period for disqualification by management.

OTHER CLASSIFICATIONS. The filling of other jobs in this district will be on a system seniority basis subject to the requirements and procedures established for the acceptance of bids on particular jobs as set out in this Agreement.

C. LOCK-IN/WITHDRAWAL/GENERAL PROVISIONS. Any other provision in this Agreement to the contrary notwithstanding, an employee who bids into any job in the Maintenance Seniority District shall remain in the job for a period of six (6) months following the effective date of the job award, subject to a ten (10) working day self-withdrawal period and a thirty (30) working day period for disqualification by management, or to the twenty (20) working day self-withdrawal period and sixty (60) working day period for disqualification by management provided herein for promotion to certain Class 1A jobs. However, no maintenance employee can be awarded more than two (2) such jobs in one (1) calendar year. Movement caused by a “bump” or “layoff” will not be affected by these restrictions. It is also understood that the job opening will be awarded and the employee moved to the new position within ten (10) working days from the closing date of the job bid. No bid in any manner will be accepted after the last day of the posting period. If within ten (10) working days, the employee withdraws, disqualifies himself or is disqualified from the job by management within a period of thirty (30) working days, the second candidate in the same bid package will be awarded the job and this process will be continued until the job is filled permanently. This same process will apply to other Class 1A jobs which are filled by promotion. The term “workday” or “working day” as used in this Agreement with reference to the qualification/self-withdrawal period shall mean a day on which the employee has actually worked. The qualification period for an employee set out in this section may be extended by mutual agreement between the Agency and the Union. During the qualification period, the employee will be notified in writing and counseled regarding improving any deficiencies in performance of the duties of the new job.

D. OTHER VACANCIES. When a vacancy is created in any Maintenance job class and the Metro decides to fill the position, the position will be posted for internal bid and a new temporary employee may be hired to fill the position until the bid and award process is completed. Preference will be given in order to the Maintenance Seniority District employees, Operations Seniority District employees, and other Union seniority district employees over any new hire. If the vacancy is not filled

by internal bid, the temporary new hire will fill the position. If the position is successfully bid internally, then to resolve any seniority problems over days off, a day off pick will be conducted prior to his/her arrival, but not later than one week after arrival.

The successful bidder will be assigned to the position and the temporary hire will be reassigned to the vacated position.

The internal bid process will be repeated and should there be no bidders, then the position will be awarded to the new hire permanently.

(a) Provisions applicable to other than Class 1A jobs: If within five (5) calendar days the first bidder withdraws the bid, or within five (5) calendar days, after working on the job, the employee withdraws from the job or disqualifies himself from the job or is disqualified from the job as provided for otherwise in this Agreement, the employee will be returned to his former position. The second bidder in the same bid package will be awarded the job and this process will be continued until the job is filled permanently or no further bidders are available in the same bid package. It is understood that if the employee withdraws from the job or disqualifies himself from the job, or is disqualified from the job, it will count as one (1) of the two (2) job awards as outlined in this Agreement. It is understood that if an employee was previously qualified to perform the duties of the classification, he may not disqualify himself nor may he be disqualified. When an employee bids on and is awarded a vacancy which is out of his seniority district receiving a lower base rate of pay, he will not be allowed to bid back after a five (5) day disqualification period.

E. DISQUALIFICATION & PAY on CHANGE of POSITION. Subject to the provisions of this Section relating to bidding, any employee who bids on and is awarded a job which is out of his classification receiving a lower base rate of pay will not be allowed to bid back after the five (5) day disqualification period for a period of one (1) year. These classifications are mechanics, others, and operators. The above clauses do not apply to employees who move for any other reason such as bumps. Employees who exercise this option will be informed in writing, with copy to such employee, that after five (5) days, he cannot bid back. Any employee covered by this Agreement who bids and is awarded another job shall receive the top rate of their new position unless he/she is in the progression step rate, then he/she shall be paid the progression step rate of the awarded job. On jobs with a lower base rate of pay than the vacated job, the employee will receive the top rate of pay of the new position unless he/she is in the progression step rates, then he/she will be paid the progression step rates of the new job at the same step held at the time and continue progression to the top rate of the awarded job. No employee will be required to serve more than one progression.

Frozen pay rates will be adjusted for all contractual increases. It is understood that wage increases will be added to the base rate of the classification and adjusted proportionately to the step rate of the employee.

(a) Whenever any employee is awarded a job which requires a qualifying period, and if he is thereafter disqualified, he shall be returned to his original job, but such employee shall not bid on a similar job for a period of one (1) year and then only if such employee can demonstrate a change in circumstances as to his qualification which merits his reconsideration. When an employee has bid another job having a qualifying period, his job may be held open while determination is made as to whether such employee qualifies. Whenever an employee takes the Standard Mechanical Aptitude Test for Automotive Mechanic and fails, he shall be required to wait at least ninety (90) days before he can take the test again.

(b) If a maintenance employee is disqualified by the Agency doctor because of physical inability to perform his regular duties or loses his job through no fault of his own, he shall have the right to exercise his seniority to select a job which he is physically able and qualified to perform.

(c) Any employee in the Maintenance Employee Seniority District who is taken from his regular position and placed in another position shall receive the rate of pay of the new position for the actual time he occupies such position unless the rate of pay of the new position is lower than the employee's regular rate of pay, in which case he shall receive his regular rate of pay while occupying the new position.

F. MAINTENANCE SYSTEM PICK.

1. There shall be a Maintenance system-wide Selection of all employees of the Maintenance Seniority District once each year effective the first Monday following Thanksgiving Day of each year for the purpose of selecting a location and a job at which said employees desire to work. A similar system-wide selection shall be conducted in the event of a closing or opening of a garage and at other times as may be designated by the Agency. At least one month prior to every Maintenance System-wide Selection of work, the Agency shall post a notice at all stations announcing that a Maintenance System-wide Selection will be at some specified central location. Employees may send in written notice of their selection provided it is received at least two (2) days in advance of the date designated for such system selection. An employee may pick any job classification in which he has previously qualified which is available when it is his turn to pick.

2. STANDARDS FOR PARTICIPATION IN THE MAINTENANCE SYSTEM SELECTIONS:

A. **Participation in the system selection:** (1) Employees who have been absent due to illness or injury for thirty (30) or more calendar days and who do not have a medically determined return to work date shall be allowed to pick, however, the position picked shall remain open and available for pick by another employee. If the employee subsequently returns to work, he or she shall be placed in the job selected during the pick. The work unit and shift will then carry an extra employee until such time as normal turnover eliminates the overstaffing or until

the next pick. No employee will be displaced or “bumped” as the result of the employee returning to active employment.

(2) Employees who are in a “lock-in” period on their current job shall not participate in the pick unless “bumped” from the job by a more senior, qualified employee.

(3) Employees who are retiring on the first day of the month following the effective date of the pick shall not participate in the pick.

B. Qualifications to pick a job classification. In order for an employee in the Maintenance Seniority District to exercise seniority and pick into a classification, he/she must be qualified in the classification. “Qualified” means an employee has been awarded the position as a result of a bid, has successfully passed the training and qualification period and possesses any required license.

C. Bids & Jobs Awarded prior to the pick. If an employee has bid on and been awarded a job prior to the pick and the job is not picked by another more senior and qualified employee, the employee may select the job. In such cases the employee will remain subject to all of the provisions in the Agreement relating to employees awarded a job in the classification.

D. The parties agree that the provisions of this Memorandum of Understanding (MOU) set out in Section 2, A, B, and C (above) will be in effect after this MOU is signed by both parties and will be incorporated into the new Labor Agreement for the time period starting October 1, 2002.

(G) Amend the Agreement by adding the following:

1. Metro will develop comprehensive, formal training programs consistent with the skills outlined in each of the Work Groups and for the job classes of Engine Mechanic, Transmission / Clutch and Differential Mechanic, and Paint Application Specialist.
2. The current Mechanic Certification program will be ended by paying all Class 1-A MAT Mechanics who do not currently receive the \$0.50 per hour certification differential an additional \$0.50 cents per hour effective on the date of ratification of this Agreement. Electromechanics will continue to receive an additional \$0.50 cents per hour following successful completion of the formal Electromechanic training.
3. Any employee in a job class not specifically included in the changes relating to the establishment of Work Groups and training that pays an additional \$0.50 per hour is unaffected by the changes.
4. **QUALIFICATION AND WITHDRAWAL PERIOD** Other provisions of this Agreement to the contrary notwithstanding, the following qualification and withdrawal standards will be applicable to employees who bid on and are awarded a job in a job class in a Work Group or to the job classes of Engine Mechanic, Transmission / Clutch and Differential Mechanic, Vehicle Electrician and Paint Application Specialist following the development of the training for each Work Group or job class:

- (a) Each employee awarded a job in a 1A-MAT Work Group classification or in the job classes of Vehicle Electrician and Paint Application Specialist shall be subject to a qualification period of forty-five (45) work days following completion of formal training. Such period of formal training shall not exceed the actual formal classroom and practical training, or twelve (12) weeks following the expiration of the withdrawal period, whichever period is the lesser. Each employee may voluntarily withdraw during the first-ten (10) workdays following the job award. Any employee who voluntarily withdraws from any position will not be eligible for that position for a period of two (2) years. Any employee who voluntarily withdraws from position training for a second time will not be allowed to bid on that position for a period of five (5) years following each withdrawal.
 - (b). LOCK IN. Employees who are awarded any of the positions in this proposal will be subject to a twelve (12) month lock-in period during which the employee cannot bid or pick into another classification.
5. Metro will develop special training for the job classes of Engine Mechanic and Transmission / Clutch and Differential Mechanic. Employees in these job classes will be paid a differential of \$0.50 per hour on successful completion of the training.

6. Transition:

- a. Employees who are currently qualified in an existing job class will continue to be considered to be qualified for the purposes of exercising seniority in a system selection or “bump,” as will employees who have previously qualified in an existing job class.
- b. Employees currently holding any a position in a job class within a Work Group will be permitted to attend training, on a seniority basis, whenever a training class normally occurs due to vacancies within the group
- c. Any employee who has previously qualified under the qualification standards in the Agreement that expired September 30, 2002 for all of the job classes in a work group will receive the additional \$0.50 per hour while in a job class in the Work Group without completing of the training.

SECTION 41. VACATIONS.

A. VACATION ALLOWANCE. The vacation allowance with pay and service requirements are as follows: In all cases, continuous service with the Agency and its predecessors is required.

One (1) week vacation after the first anniversary date.

Two (2) weeks vacation to employees who will complete two (2) years service within the vacation year.

Three (3) weeks vacation to employees who will complete five (5) years service within the vacation period.

Four (4) weeks vacation to employees who will complete ten (10) years service within the vacation year.

Five (5) weeks vacation to employees who will complete fifteen (15) years service within the vacation year.

Six (6) weeks vacation to employees who will complete twenty-five (25) years service within the vacation year.

B. COMPUTATION OF VACATIONS. The method of computing vacation pay shall be on a workweek basis. In all cases, vacation pay shall produce but not exceed five (5) days per vacation week. The first five (5) scheduled workdays in the vacation week shall be used to compute the vacation pay. In instances where it is necessary to make an additional allowance in order to produce five (5) days pay per vacation week, such allowance shall be at the rate of eight (8) hours pay per day.

In the case of operators holding tripper runs and extra operators who are on the rotating board at the time their vacation is taken, the workweek shall be computed on the basis of a forty (40) hour workweek. In the case of operators holding ten (10) hour four (4) day workweek runs, such allowance shall be at the rate of ten (10) hours pay per day.

C. SINGLE VACATION DAYS. Beginning with the vacation year starting January 1, 1991, employees who are eligible to receive two (2) or more weeks of vacation during the vacation year may designate one week (5 eight hour work days or four (4) ten hour work days) which the employee will use as individual days of vacation during the year. Operators will receive the daily equivalent of their regular run pay for each vacation day. The specific vacation day or days taken by the employee during the vacation year will be subject to prior approval; Operators must request individual vacation days prior to the posting of the Extra Board on the day preceding the requested vacation day. If, by October 1 of each calendar year, the employee has not taken or scheduled all five (5) vacation days or any remaining days or hours of vacation as a result of the ten (10) hour four (4) day work week, he/she will be required to schedule the remaining days of vacation to be taken, subject to management approval, before the end of the vacation year.

Maintenance employees may use the single vacation days referred to above in ½ (half) day increments, subject to the same approvals.

D. GENERAL PROVISIONS. The vacation pay to which employee is entitled shall be payable on the last regular payday prior to the effective date of the employee's vacation.

Employees with more than three (3) weeks' vacation may voluntarily elect to receive vacation pay in lieu of time off for each week in excess of three. The employee may continue to work his regular assigned work.

Vacations will be assigned at the discretion of the Agency, at such time during the calendar year commencing January 1 as can, in its judgment, be best arranged without detriment to the service and shall be assigned in accordance with seniority in all sections of service, respectively. Vacations cannot be traded, waived, or made cumulative.

Before any employee may be entitled to a vacation herein above in this Section 42 provided, such employee must have worked for the Agency not less than one hundred eighty (180) days during the twelve (12) consecutive months immediately preceding his vacation; but, provided further, that said qualification period shall not be charged with days lost from work on account of absence due solely to illness, or a real personal emergency involving illness of a member of the family, or absence caused by obedience to legal process, and the Agency may require satisfactory proof thereof.

Vacation allowances to which employees are entitled shall be payable in the event of retirement, layoff, resignation, termination or death prior to or during the vacation period previously designated; and,

Employees shall also be entitled to earned vacation benefits for each month of service on a prorated basis, but only upon retirement, layoff, resignation, termination, death, or physical disqualification.

The Agency shall not be liable for vacation to any employee in the event he departs from the service of the Agency for any cause except as specified herein.

SECTION 42. HOLIDAYS.

A. HOLIDAY PAY. All employees shall receive ten (10) paid holidays for time not worked. These holidays are to be New Year's Day, Dr. Martin Luther King's Birthday, Washington's Birthday, Decoration (Memorial) Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Christmas, and employee's birthday. Employees shall be paid eight (8) hours at their regular straight time hourly rate for time not worked. Employees required to work on any of the above-named holidays as a part

of their regular schedule shall receive, in addition to the eight (8) hours of holiday pay, straight time for work performed. Employees holding a ten (10) hour four (4) day run and who do not work because of the holiday will be entitled to ten (10) hours holiday pay. Employees who work on a holiday, which is not a regular part of their work schedule, shall receive time and one-half (1.5X) pay for work performed, providing the employee is paid for all other work days in the pay period. Failure to fulfill work assignments on a paid holiday shall result in forfeiture of holiday pay. Holidays included in this Agreement will be celebrated on those dates as designated by the Federal Government unless otherwise specified.

B. MINIMUM PAY HOLIDAY WORK. Whenever maintenance employees (except station maintenance employees and plant maintenance section employees) are called in to work on said holidays due to an emergency, they shall be paid for not less than three (3) hours at straight time rate.

C. GENERAL PROVISIONS. Any employee receiving pay for the above specified holidays for time not worked shall not be eligible for such pay unless he has worked his last scheduled workday before, as well as his first scheduled workday after the said holiday unless an employee has an excused absence by his supervisor, shop foreman, or is absent due to illness supported by a doctor's certificate. When a paid holiday falls within an employee's vacation period, he shall receive the extra pay for the holiday in addition to his vacation pay on his advance vacation check.

SECTION 43. WEEKLY PAYDAY. There shall be a payday of once each week for all employees with the provision that such pay days may be spaced between Monday and Friday of each week for the next preceding week, depending upon the practical necessities for the preparation and distribution of the pay checks.

Not later than six (6) weeks following ratification of this Agreement, Metro will distribute application forms for the direct deposit of an employee's weekly pay. Direct deposit is subject to the following conditions:

1. An employee must deposit all (100%) of his or her net pay.
2. Pay may be distributed directly to a maximum of five (5) financial institutions and/or accounts.
3. An employee choosing direct deposit may modify his or her distribution(s) a maximum of four (4) times annually.
4. Employees choosing direct deposit are ineligible for advance vacation pay.

SECTION 44. PAY FOR JURY SERVICE. All employees covered by this Agreement who are called to jury service shall be paid their regular rate of pay for time served on jury service and may retain the jury fee.

SECTION 45. FUNERAL LEAVE.

A. PAID FUNERAL LEAVE. All employees covered by this Agreement shall, in the event of the death of employee's spouse, children of either spouse, parents of either spouse, or stepparents of either spouse (with the limit of two (2) parents) be entitled to three (3) consecutive days off to attend burial or funeral (days off to be the day of burial or day of funeral and either the day before and the day after or the two (2) days before or the two (2) days after the burial or funeral, but not both), with eight (8) hours pay at the straight time rate, payable only if the days of leave are regular scheduled workdays of the employee. Employees holding a ten (10) hour four (4) day run will be entitled to ten (10) hours pay at straight time rate payable only if the days of leave are regular scheduled work days. Funeral leave of two (2) days will be provided for the death of a brother, sister, grandparents, and grandchildren of any employee payable only if the days of leave are regular scheduled workdays of the employee, days off to be day of burial or funeral and either the day before or the day after.

B. UNPAID FUNERAL LEAVE. An employee will be granted one (1) day of excused absence without pay to attend the funeral or burial of his/her brother-in-law or sister-in-law. Advance notice will be required and the same procedures applicable to paid funeral leave will be used for his unpaid, excused absence.

SECTION 46. SUPPLEMENTAL INSURANCE. The Agency shall provide a thirty dollar (\$30.00) daily benefit for a total of seventy-five (75) days each calendar year upon the following conditions:

- a. Employee must have depleted all accumulated sick leave.
- b. Payments shall commence after a seven (7) day waiting period provided that employee does not have any accumulated sick leave in his bank.
- c. Upon exhausting the seventy-five (75) days, employee may not receive any additional benefit unless employee has returned to work for four (4) consecutive weeks.

SECTION 47a. LIFE INSURANCE. Metro (the Bi-State Development Agency) will provide group term life insurance coverage in the amount of \$50,000 for each active employee who has completed one (1) year of full-time service. Upon retirement the Metro-paid group life insurance coverage shall revert to an amount of six-thousand dollars (\$6,000.00). Effective on ratification of this Agreement, Metro will provide to all retirees, regardless of the date of retirement, Metro-paid group life insurance coverage of six-thousand dollars (\$6,000.00).

SECTION 47b. ASSAULT INSURANCE. Effective September 1, 1999 all employees covered under this Agreement will be provided \$175,000 felonious assault coverage at the expense of the Agency.

SECTION 48. SICK LEAVE.

A. SICK LEAVE ACCRUAL. Effective October 1, 1990, all employees covered by this Agreement who have one (1) or more years of continuous service shall be allowed sick leave accumulation at the rate of one (1) day per month of service up to a maximum total accumulation of one hundred forty-four (144) days. If any portion of the entire one hundred forty-four (144) days is used for sick pay, the accumulation automatically builds up again at the rate of one (1) day per month to the total of one hundred forty-four (144) days maximum.

B. WAITING PERIOD. There shall be a waiting period of two (2) working days which are not compensable except when an employee covered by this Agreement has been hospitalized for two (2) or more days. There shall not be a waiting period when an employee covered by this Agreement undergoes outpatient surgery instead of being hospitalized. If the employee is hospitalized for less than two (2) days, he/she will be compensated for each day he/she is hospitalized. The two (2) day waiting period provided herein shall not apply to any employee who is placed on sick leave by the Agency's medical representative. The two (2) day waiting period shall not apply to any employee who has accrued a minimum sixty percent (60% = six hundred ninety-one (691) hours) of his or her maximum sick leave accrual of one-thousand one-hundred and fifty-two (1,152 hours) at the time of the absence.

C. GENERAL PROVISIONS. Sick leave shall not be paid on scheduled days off, vacation days, and paid holidays.

The sick leave allowance to which an employee is entitled shall be paid at the employee's regular straight time hourly rate for eight (8) hours each day, or in the case of an employee holding a ten (10) hour four (4) day run, shall be paid ten (10) hours each day at the employee's regular rate of pay.

Sick leave shall accrue at eight (8) hours and shall be paid in terms of full days only. If an employee works any part of a day and becomes ill before completing his day's assignment, the next succeeding workday will be considered his first day of illness.

For any annual physical examination required by the Agency or re-examination resulting therefrom, employees shall be allowed the option of one (1) day sick leave pay to be drawn from his sick leave bank.

D. DISABILITY PROVISIONS. Disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as a temporary disability and shall also be treated as such under any health or temporary disability insurance sick leave plan available in connection with employment. Temporary disability

insurance or sick leave plan shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they apply to other temporary disabilities.

After giving timely notice of her intention to return to work, the employee shall satisfactorily pass a medical examination administered by a physician representing the Agency.

Applications for paid sick leave benefits shall be supported by a physician's or surgeon's certificate or other appropriate verification of bona fide illness showing nature of illness and date of treatment. Sick leave pay shall not be paid for any injury as a result of employment by another employer.

All applications for sick leave pay must be in the possession of the Controller's Division (Payroll Section) not later than 12:00 noon on Monday in order to be paid within the same week.

E. LONGTERM SICKNESS.

- a. Employees with less than ten (10) years service:** When an employee has been off work due to illness or injury (regardless of whether the injury is covered by Worker's Compensation) for a period of six (6) consecutive months a Metro physician shall examine the employee. If the physician determines that the employee is permanently unable to return to work, the employee shall be dropped from the payroll. If the physician determines that the employee will be able to return to work, the employee shall return on the date specified or be dropped from the payroll.
- b. Employees with ten (10) or more years of service:** When an employee has been off work due to illness or injury (regardless of whether the injury is covered by Worker's Compensation) for a period of six (6) consecutive months, the employee may be eligible for a Disability Pension as provided by this Agreement. The employee shall apply for the Disability Pension in accordance with the provisions of this Agreement relating to pensions and shall pension or return to duty in accordance with the Agreement.
- c. Worker's Compensation:** The provisions of this section shall not affect the employee's eligibility for Worker's Compensation.

F. RETURN TO WORK. Employees off duty sick three (3) days or more shall only be required to obtain an "Authority to Work Slip" from the Agency physician before being permitted to return to work.

Operators shall follow the procedure outlined in Section 14 of this Agreement for obtaining such authority.

Employees in the Maintenance Seniority District may obtain such authority by making an appointment with the Agency's physician through the Personnel Department. Every effort shall be made to schedule this appointment during the employee's off duty hours. In the event that an appointment cannot be scheduled during off duty hours, then the employee will be paid for time lost in securing the Authority to Work Slip.

G. UNUSED SICK LEAVE. Upon regular or disability retirement, employees may elect to:

- (1) be paid for 85% of their unused Sick Leave at their hourly rate up to a maximum payment equal to 85% of 1,152 hours, or
- (2) convert their unused Sick Leave to a supplemental pension benefit payable in a separate check concurrently with the first pension payment.
 - (a) Converted Sick Leave will not be subject to the maximum accrual of 1,152 hours which applies if Sick Leave is used or paid out.
 - (b) Excess unused Sick Leave will be credited beginning with 1994.
 - (d) Retiring employees may elect to have the monthly supplemental pension benefit which results from conversion of their unused Sick Leave paid out over a period of 3, 5, 7, 10, 15 or 20 years.
 - (e) An employee's Converted Sick Leave Value will be calculated by multiplying the employee's unused Sick Leave hours by his/her hourly rate at the time of retirement.
 - (f) An employee's Converted Sick Leave Value will determine his/her monthly supplemental pension benefit set forth below.

**Monthly Supplemental Pension Benefit
Per \$1,000 of
Converted Sick Leave Value**

**Number of Years
of Monthly Payments**

\$26.01	3
16.65	5
13.50	<u>7</u>
9.72	10
7.50	15
6.44	20

- (3) Employees may designate a beneficiary who will be entitled to the remainder of monthly payments in the event a retiree dies before supplemental pension benefit payment have been completed.

- (4) Upon death of an employee with ten (10) years of service, the beneficiary may elect the option describe in item 1 or 2 above.

SECTION 49a. MEDICAL COVERAGE

A. GENERAL PROVISIONS:

Metro will sponsor a comprehensive, major medical health plan for full-time employees and their eligible dependents. Newly hired full-time employees will become eligible for coverage on the first day of the month following sixty (60) days of full-time employment. The Bi-State Medical Plan (hereinafter “the Metro Preferred Plan”) shall constitute the basic plan available to employees and their dependents. In addition to the Metro Preferred Plan, Metro will sponsor two other medical plans, the Metro Premium Plan and the Metro Economy Plan, with provisions as described in this Section. The provisions of the Bi-State Medical Plan in effect on June 30, 2007, and the provisions of other available plans shall remain in effect through December 31, 2008. Effective January 1, 2009, the provisions of the Metro Premium, Metro Preferred and Metro Economy Plans shall be as set out in the following Metro Medical and Dental Insurance Sections.

Unless otherwise required by law and as provided herein, Metro will not change the provisions of the Metro Premium, Metro Preferred or Metro Economy Plans during the term of this Agreement. If Metro determines that changes in any of the Plans would be desirable, such changes will be negotiated with the Union and mutually agreed upon prior to implementation.

Medical & pharmaceutical benefits for active and retired employees under each respective plan will be subject to the following:

1. Metro Premium Plan

Medical (Metro Premium Plan) In Network	7/1/07
Annual Deductible	
Employee	\$0.00
Family	\$0.00
Co-Insurance	100%
Annual Co-Pay	
Employee	\$0.00
Family	\$0.00
Annual Out of Pocket Maximum	
Employee	\$0.00

Family	\$0.00
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Medical (Metro Premium PPO Network Plan Option)	7/1/07
Annual Deductible	
Employee	\$500
Family	\$1,000
Co-Insurance (no change)	80%*
Annual Co-Pay	
Employee	\$1,800
Family	\$3,600
Annual Out of Pocket Maximum	
Employee	\$2,300
Family	\$4,600

Medical (Metro Premium Plan) Out of Network	7/1/07
Annual Deductible	
Employee	\$700
Family	\$1,400
Co-Insurance	60%
Annual Co-Pay	
Employee	\$3,600
Family	\$7,200
Annual Out of Pocket Maximum	
Employee	\$4,300
Family	\$8,600

Office Visit Encounter Fee (Metro Premium Plan)	7/1/07
In Network HMO Physician Office Visit	\$30.00
In Network PPO Physician Office Visit	\$20.00
Out of Network Physician Office Visit	60%*
In Network HMO Specialist Office Visit	\$40.00
In Network PPO Specialist Office Visit	\$30.00
Out of Network Specialist Office Visit	60%*

*After Deductible

2. Metro Preferred Plan:

Medical (Metro Preferred Plan) In Network	7/1/07
Annual Deductible	
Employee	\$500
Family	\$1,000
Co-Insurance (no change)	80%*
Annual Co-Pay	
Employee	\$1,800
Family	\$3,600
Annual Out of Pocket Maximum	
Employee	\$2,300
Family	\$4,600

Medical (Metro Preferred Plan) Out of Network	7/1/07
Annual Deductible	
Employee	\$700
Family	\$1,400
Co-Insurance (no change)	70%
Annual Co-Pay	
Employee	\$2,600
Family	\$5,200
Annual Out of Pocket Maximum	
Employee	\$3,300
Family	\$6,600

Office Visit Encounter Fee (Metro Preferred Plan)	7/1/07
In Network Physician Office Visit	\$20.00
Out of Network Physician Office Visit	70%*
In Network Specialist Office Visit	\$30.00
Out of Network Specialist Office Visit	70%*

*After Deductible

3. Metro Economy Plan:

Medical (Metro Economy Plan) In Network	7/1/07
Annual Deductible	
Employee	\$700
Family	\$1,400
Co-Insurance	70%
Annual Co-Pay	
Employee	\$2,600
Family	\$5,200
Annual Out of Pocket Maximum	
Employee	\$3,300
Family	\$6,600

Medical (Metro Economy Plan) Out of Network	7/1/07
Annual Deductible	
Employee	\$1,300
Family	\$2,600
Co-Insurance	60%
Annual Co-Pay	
Employee	\$4,100
Family	\$8,200
Annual Out of Pocket Maximum	
Employee	\$5,400
Family	\$10,800

4. Pharmacy Benefit (Metro Premium, Preferred & Economy Plans):

Pharmaceutical Co-Pay (30 day supply) Premium/Preferred/Economy Plans	
	7/1/07
Generic	\$20.00
Brand	\$25.00
Multi-Source	\$40.00
Pharmaceutical Co-Pay (90 day supply) Premium/Preferred/Economy Plans	
Generic	\$40.00
Brand	\$50.00
Multi-Source	\$80.00

5. Provisions Applicable to all Plans:

- (1) Lifetime maximum benefits will be limited to \$2,000,000 per participant under each of the three plans and will be based upon reasonable and customary fees. A carve out provision that limits the total medical expense reimbursed from more than one plan to an amount that does not exceed the limit of the Metro Plan (Metro Premium, Metro Preferred or Metro Economy) in which the participant is enrolled.
- (2) The Plans will cover chiropractic coverage up to calendar year maximum benefits of five hundred dollars (\$500.00) per participant. The annual maximum will include all

services provided by a chiropractor such as initial examinations, assessments, x-rays, office visits, etc. Benefits will be paid at ninety percent (90%) after the Annual Deductible has been satisfied.

- (3) Otherwise eligible dependent children who are full-time students will be eligible for coverage until December 31 of the year of their twenty-fourth (24th) birthday.
- (4) Effective November 6, 1992, in accordance with provisions of Section 125 of the U.S. Internal Revenue Code as amended, employee contributions towards medical and dental coverage provided in this Agreement, which are collected through an employee's paycheck, will be made on a pre-tax basis under the Agency's Earnings Reduction Plan.

B. Contributions:

- 1. Active employee contribution rates for the cost of coverage under the Metro Preferred Plan for each Plan Year will be as follows:

Active Employees		
Coverage	Plan Year	
	12/1/07-12/31/08	1/1/09-12/31/09
Employee	12%	13%
Employee & Family	14%	15%

- 2. Employees who retired prior to October 1, 2002 will contribute at the following monthly rates for Medicare and non-Medicare coverage:

Retirees: retired prior to 10/1/02		
Coverage	Non-Medicare – monthly	Medicare - monthly
Retiree	\$40.00	\$25.00
Retiree and spouse	\$80.00	\$50.00

- 3. Employees who retired on and after October 1, 2002 and before December 1, 2004 will contribute at the following rates for Medicare and non-Medicare coverage:

Retirees: retired on and after 10/1/02 and before 12/1/04		
Coverage	Non-Medicare – monthly	Medicare - monthly
Retiree	11%	11%
Retiree and spouse	13%	13%

4. Employees who retired on and after December 1, 2004 will contribute at the rate established in this Agreement for active employees. When the employee is eligible for Medicare, his or her contribution rate will be reduced to the Medicare Rate. If the employee elects to change coverage, he or she will contribute at the rate in effect for the new plan on the effective date of the change.
5. The Metro Preferred Medical Plan as set out in this Section will be the basic Metro (Bi-State Development Agency) Medical Plan. The Metro Premium Plan and the Metro Economy Plan will be paid by Metro up to the amount paid for a similar category of coverage under the Metro Preferred Medical Plan. Eligibility requirements for coverage under the Metro Premium and Metro Economy Plans will be consistent with provisions of the Metro Preferred Medical Plan.

C. Pensioned Employee Coverage and Cost:

1. Provided a pensioned employee retires with at least ten (10) years of Credited Pension Service, medical coverage shall be available to pensioned employees, their spouses and any dependent who had qualified for extended coverage under the Disabled Child Provision of the Bi-State Medical Plan prior to the pensioner's retirement date.
Until such time as they attain normal retirement age under the pension plan, employees who retire under the disability provisions of the pension plan will be permitted to cover eligible dependent children. Upon attainment of normal retirement age, medical coverage shall be available to pensioned employees, their spouses, and any dependent who has qualified for extended coverage under the Disabled Child Provision of the Bi-State Medical Plan prior to the pensioner's retirement date.
2. Metro's contribution for a retiree who selects coverage under the Metro Premium or Metro Economy Plan will not exceed its contribution for a similar category of coverage under the Metro Preferred Plan.
3. Metro Medical Plans will not cover any regular or optional benefits available under the Medicare Program.
4. Pre-admission and pre-certification requirements under the Plan's Utilization Review Program will not apply to participants who have Medicare as their primary coverage.
5. Effective the first day of the month following the ratification of this Agreement, retirees must select medical coverage on the date of retirement. Retirees who do not elect medical coverage effective concurrently with the date of retirement will not be allowed to elect coverage at a later date. Current retirees who did not elect medical coverage on the date of their retirement will be allowed to

elect such coverage during the 2008 Open Enrollment. Coverage elected in 2008 will be effective January 1, 2009. After the 2008 Open Enrollment, current retirees who have not elected coverage will not be allowed to elect coverage at a future date.

D. Collection of Delinquent Contributions:

As a benefit to the employee, when an employee becomes delinquent in medical and/or dental contributions, Metro will pay such contributions on behalf of the employee unless the employee advises Metro in writing to cancel the coverage.

Employees who accept Metro's advancement of their contributions consent to reimburse Metro for the advance by direct payment or deductions from their wages or benefits. Metro will provide advancements through the end of the third month for which employee contributions are not paid.

If an employee's medical and/or dental coverage is changed or canceled as the result of this provision, the employee will not be permitted to re-enroll for medical or dental coverage which requires contributions until the open enrollment period following reimbursement of the advanced contributions.

E. Contribution Rate Determination / Sharing of Medical Plan Savings

Prior to the start of each Plan Year (January 1 - December 31) active employee contribution rates will be established by Metro in accordance with the terms of this Agreement. These rates will remain in effect throughout the Plan Year.

Within three (3) months following the end of each Plan Year, Metro will prepare a summary of total plan expenses in each plan (Premium, Preferred and Economy) for the Plan Year including both the employees' and Metro's contribution. If the proportional amount actually contributed by employees to offset plan expenses exceeds the projected amount, the excess contribution will be returned to active employees on a proportional basis by temporarily reducing employee medical contributions for the following Plan Year or through another payroll credit.

SECTION 49b. DENTAL COVERAGE.

The Agency will sponsor a dental plan for active full-time employees and their eligible dependents. Eligible dependent children may be covered until December 31 of the year of their 21st birthday; however, effective December 1, 1995, coverage for an otherwise eligible dependent child may be extended until December 31 of the year of the child's 24th birthday provided the child is a full-time student. Under this plan, employees may choose between two levels of coverage.

LOW OPTION

Class A -- Preventive: 100% coverage with no deductible
Class B -- Routine Restorative: 80% coverage after annual deductible

HIGH OPTION

Class A -- Preventive: 100% coverage with no deductible
Class B -- Routine Restorative: 80% coverage after annual deductible
Class C -- Major Restorative: 50% coverage after annual deductible
Class D -- Orthodontic: 50% coverage after annual deductible

(Class D Services are available to dependent children only, and maximum lifetime benefits are limited to \$1,500 per child).

Under either High or Low Option coverage, the annual deductible will be fifty dollars (\$50.00) per participant, but no more than one hundred fifty dollars (\$150) per family, and maximum benefits, excluding Class D Service benefits, will be limited to One Thousand Five Hundred Dollars (\$1,500) per participant in any calendar year. Benefits will be based upon reasonable and customary fees.

For High or Low Option coverage, the Agency will pay one hundred percent (100%) of the premium for active employees and will contribute twenty percent (20%) towards dependent premium costs.

SECTION 50a. PENSIONS.

A. BACKGROUND. Effective January 1, 1976, the Agency and the Union agreed to establish and fund a mandatory, contributory, defined benefit Pension Plan (Plan). Pursuant to the terms of previous agreements between the Agency and the Union which were in effect at the time of a participant's retirement, this Plan will continue to provide retirement, disability and death benefits to any participant who was receiving benefits under the Plan prior to October 1, 1998.

B. BENEFITS. The benefits described in this Section shall be offset by any unemployment insurance or Workers' Compensation paid a participant.

(1) **NORMAL FORM.** Subject to (a) and (b) below, participants who retire under the Plan on or after October 1, 2002 shall receive a monthly benefit of \$40.00 for those who retire with less than 25 years of credited service: \$55.00 for those who retire with 25 or more years of credited service. Reductions for optional payment methods will be actuarially determined.

AGE	Years of Credited Service
Any Age	25 years
Age 55	20 years

(a) If a participant is fifty (50) years of age or older on March 1, 1992, the monthly benefit will be the greater of:

(i) the benefit resulting from the Plan's formula applicable on February 29, 1992, or

(ii) the benefit resulting from the formula set forth in B. (1) above.

(b) If a participant is less than fifty (50) years of age on March 1, 1992, the monthly benefit will be the greater of:

(i) the benefit accrued under the Plan's formula applicable on February 29, 1992, based on the participant's age and Credited Service on that date, or

(ii) the benefit resulting from the formula set forth in B. (1) above.

(2) **EARLY RETIREMENT.** Early Retirement will be available to participants who attain age fifty-five (55) with at least fifteen (15) years Credited Service, however, unless a participant has at least twenty (20) years Credited Service, the monthly benefit will be reduced by one-fourth of one per cent (1/4%) for each month by which Early Retirement precedes age sixty-five (65).

(3) **DEATH BENEFITS.** If a participant dies after earning ten (10) or more years of Credited Service, his/her spouse or designated beneficiary (ies) will receive benefits as if the participant had retired on the first day of the month preceding his/her death. In such event, the beneficiary (ies) may elect any payment option provided in this Agreement for which he/she is eligible. If a participant dies prior to age 55, the amount of the death benefit will be determined as if the participant had been 55 years of age at the time of his/her death.

(4) **DISABILITY BENEFITS.** Disability benefits under the Plan are set forth in Section 51b. of this Agreement.

(5) Effective September 30, 2002 retired participants shall receive a monthly increase in the pension benefit based on the number of retirement years as of September 30, 2002, as follows:

- a. \$200.00 for persons who retired from Metro before October 1, 1982.
- b. \$150.00 for persons who retired from Metro on or after October 1, 1982 and before October 1, 1987.
- c. \$125.00 for persons who retired from Metro on or after October 1, 1987 and before October 1, 1992.

C. CREDITED SERVICE. Subject to the provisions in this section regarding credit for part-time service. Credited Service shall be defined as continuous employment beginning on a participant's date of employment as a full-time employee. Credited Service shall be earned in terms of weeks and credited in terms of completed years. For the purpose of crediting pension service, the following absences shall not be considered employment interruptions provided the participant returns to full-time employment and required contributions are made for the period of absence.

- Authorized leaves of absence granted pursuant to the terms of this Agreement;

- an absence due to a Workers' Compensation claim pursuant to the law and terms of this Agreement;

- if a participant is reinstated as the result of the grievance and arbitration provisions of this Agreement;

- layoffs pursuant to the provisions of this Agreement; or

- if a participant who was on disability pension returns to full-time employment.

Effective November 20, 1992, when part-time Bus Operators are promoted to full-time status, they will receive Credited Service under the Pension Plan for their part-time service as described below:

(1) Employees hired prior to November 17, 1995 who were promoted to full-time status prior to November 20, 1992, and employees hired prior to November 17, 1995 who accept promotion to full-time status when it is first available to them following November 20, 1992, will receive credit for their part-time service up to a maximum of five (5) years and the following contribution requirements will apply.

(a) Employees will make pension contributions at a rate which is two (2) times the current weekly participant contribution rate for a period of time equal to their period of part-time service up to a maximum of five (5) years.

(b) The Agency will make no contributions for the part-time service which is credited under the above provision; however, Agency contributions as set forth in this Agreement will begin on the date the employee is promoted to full-time status.

(2) Employees hired on or after November 17, 1995 will receive credit for their part-time service and will make contributions as described in C. (4) below.

(3) Employees who have declined promotion to full-time status prior to November 17, 1995 will become part-time participants in the pension plan effective on November 17, 1995 and will receive credit for their part-time service and will make contributions as described in C. (4) below.

- (4) Effective on November 17, 1995
 - (a) each week of part-time service will be credited as 70% of a full-time week, and
 - (b) part-time participants and the Agency will make contributions equal to 70% of the current weekly contribution rates for each week of part-time service.

D. VESTING. Effective September 1, 1990, when participants who have at least ten years Credited Service leave the employment of the Agency, they must provide a written election (a) to accept a refund of their pension contributions or (b) to accept a vested pension. If a participant elects a vested pension, benefit payments will be deferred to age sixty-five (65), and will be determined by the participant's accrued Credited Service and the pension formula which was in effect at the time the participant left employment. If a vested, deferred participant dies before attaining age sixty-five (65), his/her designated beneficiary will become eligible for benefit payments beginning on the first of the month following the month in which the participant would have attained age sixty-five (65). Participants who accept a refund of their pension contributions waive their right to claim any future benefits from the pension plan. Participants who elect a vested pension waive their right to a lump sum refund of their pension contributions. Vested, deferred pensioners are not eligible for coverage under other benefit programs which may be offered to retired participants.

The joint pension committee will establish consistent procedures for determining how participants elect a deferred, vested pension.

E. PAYMENT OPTIONS. The following methods of benefit payments shall be available to a retiring participant:

(1) Straight Life Option – provides an unreduced monthly benefit to the participant for his/her lifetime.

(2) Ten Year Certain Option – provides a reduced monthly benefit to the participant for life and guarantees the same reduced monthly benefit amount to the participant's designated beneficiary (ies) for the balance of a ten (10) year period in the event the participant dies within ten (10) years of retirement. The monthly benefit reduction for the Ten Year Certain Option shall be ten percent (10%).

(3) Fifteen Year Certain Option – provides a reduced monthly benefit to the participant for life and guarantees the same reduced monthly benefit amount to the participant's designated beneficiary (ies) for the balance of a fifteen (15) year period in the event the participant dies within fifteen (15) years of retirement. The monthly benefit reduction for the Fifteen Year Certain Option shall be seventeen percent (17%).

(4) Contingent Annuitant Options – provide a reduced monthly benefit to the participant for life and continue fifty percent (50%) or one-hundred percent (100%) of

such reduced monthly benefit to participant's surviving spouse for the spouse's lifetime if the participant predeceases his/her spouse. The monthly benefit reduction shall be actuarially determined based upon the participant's and spouse's ages at the time of retirement.

F. ADMINISTRATION. A joint committee whose membership equally represents the Agency and the Union shall administer the provisions of the Plan.

G. FUNDING. As of March 31 each year, the Agency and the Union shall direct their committee representatives to request an actuarial valuation of the Plan. Funding recommendations provided by the actuary in this valuation shall be adopted by both parties with the Agency contributing seventy percent (70%) and individual participants contributing thirty percent (30%) of the funding recommendation. If the actuarial valuation finds that the Plan's Funded Ratio (actuarial value of Plan assets divided by the actuarial accrued liability) is below sixty percent (60%), Metro and the Union will meet and, based on a recommendation from the plan actuary, negotiate a special contribution amount designed to restore the Plan's Funded Ratio to sixty percent (60%) or higher within a defined timeframe of not more than five (5) years. This special contribution will be made at the same Agency: employee contribution ratio as other contributions to the Plan. Individual contributions shall be withheld from each participant's wages for any week during which Credited Service accrues.

Pension changes negotiated in this Agreement will be amortized over a period of thirty (30) years with the Agency contributing seventy percent (70%) and individual participants contributing thirty percent (30%) of the actuarially recommended cost.

As a benefit for the employee and without deduction or reduction in the employee's compensation, the employee's required contribution to the pension plan shall be paid by the Agency as an "employer pick-up of employee contributions" under Section 414 (h) (2) of the Internal Revenue Code. The amount of contribution picked up shall be treated as wages for the purpose of determining compensation related welfare benefits.

H. PARTICIPATION. It is mandatory for full-time employees who are members of the Union to participate in this Plan. The provisions of this Section shall apply to any employee otherwise eligible for pension who is on leave of absence while holding office in the Union or its International Office.

If an employee who was receiving LTD or disability pension benefits returns to active employment within five (5) years, service under the Plan shall be credited and contributions shall be made to the Plan for the period of disability.

I. APPLICATION FOR PENSION. An application for pension must be filed on or before the first day of a month to become effective on the first of the following month.

An eligible, disabled participant who has exhausted the maximum duration of benefits provided by the insured LTD Plan will become eligible for retirement benefits

under this Plan based upon his/her age, length of service and the provisions of this Plan at the time the participant left the active service of the Agency.

J. PENSION INVESTMENT ADVISOR. The Division 788, A.T.U. Administrative Pension Committee will retain the services of a recognized, professional investment advisor.

SECTION 50b. DISABILITY PENSION

- A.** For disabilities occurring on or after the first day of the month following ratification of this agreement.
1. Disability pensions will be subject to a three (3) year own occupation limit. After three (3) years the participant receiving a disability pension shall have to meet the Social Security definition of disability and show proof of a Social Security disability award, or have his/her benefits suspended until age 65, or the earliest age the participant is eligible for a normal form pension benefit.
 2. Provide that if a disability participant fails to meet the income and continued disability tests set out in this Agreement, the pension will be suspended until age 65, or the earliest age the participant is eligible for a normal form pension benefit.
 3. Effective January 1, 2003, amend the monthly limitation on gross earnings from employment that a disability pensioner can earn from fifteen hundred dollars (\$1,500) to two thousand dollars (\$2,000) per month.

Subject to the following provisions, participants with at least ten (10) years Credited Service who become disabled on or after April 1, 1990 will be eligible for disability pension benefits. For purposes of this section, disability shall be defined as becoming mentally or physically incapable of performing the job duties of the last position held with the Agency.

If a participant is approved for disability pension benefits, the participant's status as a disability pensioner will be effective on the later of:

1. the first day of the month following a six (6) month waiting period. The waiting period begins on the participant's first day off work as a result of the disabling condition, or
2. the first day of the month following receipt of a participant's application for disability pension; however, the effective date of a disability pension will not be earlier than the first day of the month following the date a participant attains ten (10) years Credited Service; however,

3. if a participant is approved for social security disability benefits, such participant's disability pension will be effective the first of the month following a three (3) month waiting period or the first of the month after all sick leave has been exhausted, whichever comes first from the participant's first day off work as the result of the disabling condition.

The monthly disability benefit will be equal to the amount of the Normal Form pension as of the effective date of the participant's disability pension. Payment options available to Normal Form retirees will be available to disability pensioners. The disability pension benefit will be reduced by any amount of Unemployment Compensation or weekly Workers' Compensation payments for the period following the effective date of a participant's disability pension. The disability pension benefit will not be reduced by any amount of Social Security benefits or by any other governmental benefit received, not otherwise described herein.

Participants are required to file an application for disability pension benefits not later than six (6) months from their first day off as the result of a disabling condition. Participants who apply for disability pension benefits must furnish the agency with medical records and a statement from their attending physician that they are incapable of performing their job duties. The statement must contain a description of the mental or physical condition causing the disability.

Eligibility for a disability pension shall be determined in the following manner:

1. (a) Any participant approved for Social Security Disability Benefits shall be eligible for disability pension benefits; or,

(b) Any participant determined to be disabled by an Agency appointed physician shall be eligible for disability pension benefits.

2. If a participant has not been approved for Social Security Disability or if there is disagreement between a participant's attending physician and the Agency appointed physician, the Pension Plan will procure the services of an independent physician to render a disability determination which shall be final and binding. The independent physician will be selected as follows:

(a) by mutual agreement between Agency and Union appointed representatives to the Pension Committee; or, if mutual agreement cannot be achieved,

(b) by mutual agreement between the participant's attending physician and the Agency appointed physician; or, if mutual agreement cannot be achieved,

(c) each physician will be asked to provide the Pension Committee with the name of a non-affiliated physician who is Board Certified in an appropriate medical specialty. The two physicians provided will constitute a selection pool from which the independent physician will be chosen by lot; providing, however,

(d) if the Pension Committee has not received the names of two physicians in accordance with (c) above within sixty (60) days of such request, Agency appointed and Union appointed Pension Committee representatives will each nominate two physicians who are Board Certified in an appropriate medical specialty. These four (4) physicians will constitute a selection pool from which the independent physician will be chosen by lot.

(e) The independent physician selected in accordance with the provisions of this section will have final and binding determination with respect to the disability status of the applicant.

If a disability pensioner regains sufficient health or mental capacity to resume his/her job duties, disability pension benefits will be discontinued and the individual will be restored to his/her former position with full seniority rights. Provided the participant was in Disability Pension Status for five (5) years or less, upon the participant's return to duty, the participant and the Agency will make pension contributions in an amount equal to the contributions which were not made on behalf of the participant during the period of disability, and pension service for the period of the disability will be credited. However, if such a disability pensioner returns to duty for a period of less than one (1) year and is unable to perform his/her job duties because of the same disabling condition, the participant shall revert to his/her initial disability pension status; participant contributions for the period of disability will be refunded; and, only the service recognized for the initial disability pension benefit will be credited.

Disability pension benefits will not be payable for any month in which a disability pensioner receives gross earnings from employment exceeding \$1,500.

If a disability pensioner fails to report to the Pension Committee that he/she has regained sufficient health or mental capacity to return to duty or fails to disclose said gross earnings from employment exceeding \$1,500 in any month, disability pension benefits will be suspended until such time as the disability pensioner complies with the medical and/or earnings limitation provisions of the Pension Plan.

If a participant's application for disability pension is denied; the participant will return to duty immediately, or, upon providing proper medical documentation, will be placed on a Leave of Absence for a period which cannot extend beyond one (1) year from the participant's first day off. If a participant fails to return to work immediately, or fails to provide medical documentation to be placed on Leave of Absence or fails to return to work by the end of the Leave of Absence period, such employee will be dropped from the rolls.

B. Disabilities from January 1, 1988 through March 31, 1990:

If a participant's first day off work due to a disabling condition occurred from January 1, 1988 through March 31, 1990 and the participant was initially approved for disability benefit payments under the Mutual Benefit Life Insurance Company's Long Term Disability (LTD) policy but subsequently denied continued LTD benefits for failure to satisfy the policy's disability definition:

1. The participant will be eligible for disability pension benefits provided:

(a) he/she exhausts all administrative appeal provisions under the LTD policy through the Disability Claims Manager level, and

(b) he/she voluntarily elects to apply for disability pension benefits rather than arbitrate the discontinuation of his/her LTD benefits with the Mutual Benefit Life Insurance Company, and

(c) he/she is determined to be disabled pursuant to provisions of the Pension Plan as set forth in this section.

2. A participant who arbitrates the discontinuance of LTD benefits shall thereby forfeit his/her right to apply for disability pension benefits with respect to that incident of disability. A participant who is denied disability benefits under the LTD policy or the Pension Plan shall return to duty within thirty (30) calendar days, or, such employee will be dropped from the rolls.

3. The amount of monthly pension benefit will be determined as follows:

(a) If the participant does not return to work or returns to work for less than one year

(i) he/she will receive the disability pension benefit negotiated in the collective bargaining agreement effective March 1, 1990, and

(ii) only service recognized at the time of the initial disability will be credited, providing however, any participant approved for LTD benefits shall be deemed to have a minimum of ten (10) years of Credited Service.

(b) If a participant returns to work for at least one year

(i) he/she will receive the pension benefit in effect on the date of his/her pension, and

(ii) contributions will be paid and service credited for the period of disability.

(c) If the participant is disabled due to the same condition, the six (6) month waiting period required by these disability pension provisions will be waived.

C. Unsuccessful Long Term Disability (LTD) Arbitrations:

If a participant's first day off work due to a disabling condition occurred from January 1, 1988 through March 31, 1990; and, the participant's claim for LTD benefits was denied as the result of an arbitration between the Union and the insurance company; Section 50b. of the Collective Bargaining Agreement for the period March 1, 1987 through February 28, 1990 will apply unless the participant is determined by the Agency to be medically unable to perform the duties of his/her last position with the Agency, in

which case he/she will be paid a disability pension in the amount of the pension benefit in effect on the date of the participant's first day off. The disability pension will be effective on the date he/she is determined to be medically unable to return to work.

SECTION 50c. A.T.U. RETIREMENT SAVINGS PLAN.

Metro agrees to provide payroll deduction for employees who elect to participate in the Union's 401 (k) savings plan, subject to Internal Revenue Service guidelines. It is understood that the Union shall administer the plan and that Metro's obligation is solely related to payroll deduction.

SECTION 51. COST-OF-LIVING CLAUSE. All employees covered by this Agreement shall be entitled to receive a cost-of-living allowance to be determined in the following manner based on the Consumer Price Index (United States average 1967=100) published by the United States Department of Labor.

Effective October 1, 1980, the One dollar and forty-eight cents (\$1.48) per hour cost-of-living (COLA) which has accumulated from March 1, 1978, through September 30, 1980, (which was being paid on September 1, 1980) shall be added to the base rate.

All COLA accumulation between October 1, 1980, and September 30, 1981, shall be paid to all employees.

Effective October 1, 1981, the cost-of-living allowance shall be in the amount of one (1) cent per hour for each four-tenths (.4) point increase in the Consumer Price Index. The first adjustment shall be based on the increase, if any, of the May 1981 and August 1981 Index payable October 1, 1981. The cost-of-living allowance shall be redetermined at three (3) month intervals thereafter.

Effective October 1, 1981, the cost-of-living adjustment shall not exceed nineteen (19) cents per hour in any one quarter for the remainder of the COLA year. In any COLA year (a cola year ends April 1), the amount that is over any quarterly cap of nineteen (19) cents will be held and in the event any quarterly payment is below the cap, the amount will be applied to that up to the cap or to that amount available. This will continue from quarter to quarter until April 1 adjustment to the cap each year. These adjustments shall apply to all employees with the exception of those in the Maintenance Employees Seniority District Classifications 10, 11, 12 and 13.

The rate of pay for all employees hired after ratification shall be computed by adding all COLA accumulated since October 1, 1980, which has not been added to the base rate and then applying the progression rate to the total.

Should the CPI decline after having risen to the extent of producing an increase of one or more cents per hour, wages shall be reduced at the same intervals and rates as specified above for increases except that no reduction shall take place until the decline of

the Index extends to three tenths (.3) of a point below the point at which the increase occurred.

Beginning October 1, 1981, the COLA adjustment shall be calculated by comparing the increases in the Index, if any, between May 1981 and August 1981. Subsequent adjustments shall also use the May 1981 Index as the base index.

All Cost of Living Adjustments accrued up to April 7, 1983 are included in the base rates.

The Cost of Living Clause presently in the Agreement will remain in the Agreement. However, no increase or decrease computations will be made for the term of this Agreement.

SECTION 52. SUPERVISORS WORKING. Station foremen and day foremen in maintenance operations shall not perform any manual or mechanical work except in an emergency other than such work as may be necessary in instructing employees or testing machines or mechanical equipment.

SECTION 53. REQUIRED LICENSES and TRAINING.

A. Reimbursement for Required Licenses. The Agency shall reimburse employees for commercial driver's license or chauffeur's license for those employees that must have such licenses to perform their duties.

B. Commercial Driver's License Training. Metro will provide training for employees desiring to bid on jobs that require a Commercial Driver's License. At least once during each six (6) month period (January – June and July – December) Metro will post an announcement of a training program for employees who desire to obtain a Commercial Driver's License (CDL), a different Class CDL, or to obtain an endorsement for a current CDL. Employees who desire to enter the training program must meet the basic State-required standards by obtaining the appropriate CDL student permit to obtain such license. Employees will enroll in the training in accordance with procedures established by Metro that are similar to the job bid process. In the event there are more employees desiring to enroll in the training than there are available training slots, employees will be selected based on seniority.

Training will be designed to teach employees the skill and knowledge required to pass the State-administered CDL Test. Training will be scheduled at a specified time. Enrolled employees and their supervisors will be notified of the Training Schedule. Employees who are scheduled to work during the hours of Training or State Testing will be excused from work for the time required and will not have their pay reduced. Employees who are off work at the time of the Training or State Testing will not receive additional pay for the training or test. Metro will provide the equipment necessary for the employee to take the State Test two (2) times following completion of Training.

Only those employees who are successful in obtaining a Commercial Driver's License of the proper Class and endorsement will be eligible to bid on positions requiring

such licenses. Employees will be reimbursed for the cost of obtaining the CDL or endorsement following the award of the job requiring such CDL or endorsement.

Employees who are not successful in obtaining a CDL after taking the Training will be required to wait one (1) year before taking the training again.

The first Training provided by this Section 54.B will be held within ninety (90) days following the ratification of this Agreement.

2. Amend the qualification requirements for all jobs in the Maintenance Seniority District that are filled as promotions through the internal bid process to include the following language: "Possession of a current, valid Commercial Driver's License of the required Class and with required endorsements at the time of job bid." This qualification requirement will become effective and be included in job bid announcements starting on the first day of the month beginning two (2) years after the completion of the first Training provided by Section 54. B of this Agreement.

SECTION 54. UNION DUES. Union dues shall be deducted from the employee's pay once each month and shall be wire transferred to the Union's bank account, provided, however, this provision shall be applicable only with respect to such employees who have delivered to the Agency their duly executed assignment and authorization to do so as prescribed by Section 302 (c) (4) of the National Labor Relations Act, as amended. The Agency agrees to a check-off of COPE deductions upon the written request of any employee.

SECTION 55. RULES AND REGULATIONS. The Agency shall from time to time make such reasonable rules and regulations for the conduct of its employees and the protection of the property under its care as may be consistent with the intent and terms of this Agreement, and all employees shall be required to observe the letter and spirit of such rules and regulations in their conduct toward each other, toward those in authority over them in service, and toward the public. Repeated disobedience of such rules and regulations shall be deemed sufficient cause for discharge.

SECTION 56. LAYOFFS. When it becomes necessary to lay off employees because of insufficiency of work, affected employees will be given at least ten (10) calendar day's notice of such layoff. The employees so laid off shall be those standing last in the order of seniority within the particular seniority district in which such layoff occurs, except that with respect to a layoff affecting employees in the Maintenance Employees Seniority District, the employees affected by such layoff will be entitled to exercise their seniority within their seniority district subject to the following:

- (a) Seniority may be exercised in changing from one job to another, but only if the employee has held the job and has previously qualified in the classification. "Previously qualified" means the employee has successfully passed the training and qualification period and possess any required license.

(b) Prior to exercising seniority in changing from one job to another, an employee shall be responsible for knowing and being equipped to perform the exact duties of the new job. If, within a period of five (5) working days, the employee is disqualified by management or disqualifies himself, all employees affected by the disqualified employee's original bump shall return to the jobs they held prior to the bump, and a new bumping program shall begin with the disqualified employee. No self-disqualification shall be allowed after five (5) working days have elapsed.

(c) For the purpose of determining which employees are to be laid off, the employees to be so laid off shall be those standing last in the order of system seniority within the Maintenance Employees Seniority District.

(d) Any employee affected by a layoff in the loss of his job shall have the right to exercise his seniority within a period of time, not more than two (2) working days, from the effective date of such layoff. Failure of any such employee to so exercise his seniority rights within such period of time shall terminate whatever rights he may have hereunder.

SECTION 57. RECALL FROM LAYOFF. When, within a period of five (5) years, it becomes necessary to employ additional employees, any former employees laid off within such period of time shall be entitled to preference over all new employees for any hiring within their particular seniority district in the order of their seniority within such district and shall be credited with all seniority accumulated prior to layoff.

The Agency will notify any such former employees by certified mail at their last given address and any such former employees so notified must report to the Agency within three (3) days or their names shall be taken from the eligible list. It shall be the responsibility of the furloughed employee to keep his mailing address current with the Agency.

SECTION 58. SAFETY COMMITTEE. A Safety Committee will be established at each station and the main shops consisting of equal representation of the Union and the Agency with a maximum of three (3) each. The Committee shall meet monthly unless mutually agreed that fewer meetings are needed and shall consist of the shed captain and/or shop steward. The Union representatives of the Committee shall be paid their straight time wage rate for one (1) hour during such meeting. Prior notice will be given one (1) week in advance of the monthly Safety meeting.

SECTION 59. NONDISCRIMINATION. The Agency and the Union shall continue to comply with all provisions of Title VI and VII of the Civil Rights Act of 1964, as amended, Executive Orders 11411, 11246, and 11375 in hiring and treatment of employees during employment without regard to their age, race, color, religion, sex, or national origin.

SECTION 60a. PART-TIME DRIVERS (School Bus Service). The Agency shall be privileged to employ part-time drivers at a wage rate twenty-five percent (25%) below that of the applicable top wage rate for regular operators for the purpose of

handling school bus service during the school term where part-time drivers had been formerly employed by the various transit companies previously operating in the area and such additional part-time drivers as may be required to service additional schools in St. Louis County, St. Clair County, Madison County, St. Charles County, Monroe County and Jefferson County. All school work as incorporated into the schedules in St. Louis and St. Louis County shall remain in the schedules of the Agency. All new schools established in the City of St. Louis and served by the Agency shall be incorporated into the schedules in the future. All school work presently incorporated into the schedules shall remain in the schedules of the Agency. It is understood that every effort shall be made to incorporate all school work into the regular schedules of the Agency. Part-time drivers shall not be used to perform charter service or any other type duty being performed by regular or extra operators. Part-time drivers shall not be allowed to operate any type of service where cash fares are collected. Part-time drivers shall only be permitted to operate school work not required to be incorporated into schedules, and they shall be limited to school work only and shall at no time or under any circumstances or in any manner affect the work of regular or extra operators; nor shall the hiring and use of part-time drivers for said work at any time or under any circumstances result in a laying off or a reduction in work of regular or extra operators; provided, however, the foregoing is not intended to limit use of part-time drivers for handling school bus service as herein provided.

Part-time drivers shall be required to become members of the Union in accordance with Section 5 of this Agreement. It is expressly understood that any such part-time drivers employed by the Agency, other than regular operators electing to accept part time work, shall not be entitled to any of the benefits under the terms of provisions of the Agreement other than the grievance procedure as therein provided and that the pay rate and conditions of employment of said part-time drivers shall be governed by the provisions of this section only.

Regular operators employed by the company shall be entitled to preference in bidding for such part-time work at the beginning of each fall school term but at the part-time drivers' rate and at straight time rates only, and any regular operator so bidding shall be required to work such part-time pieces of work for the duration of the station pick.

After the initial assignment of runs, the annual pick of runs for part-time school work shall become effective no later than the third Monday of October for each year. Run selections shall be made in the following order: regular operators, maintenance employees, pensioners, with part-time employees picking last and according to last date of employment. Thereafter, any adjustments of runs, make up of runs, time worked, routes, and distance traveled shall not be cause for a re-pick of runs.

Regular bus operators working part-time school runs shall pick their work assignments in seniority order.

Part-time female drivers shall be granted maternity leave for maternity purposes. It shall be the responsibility of part-time drivers to notify the Company in writing of such pregnancy and probable date of birth, together with a supporting statement from her physician.

Disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as a temporary disability.

After giving timely notice of her intention to return to work, the part-time driver shall satisfactorily pass a medical examination administered by a physician representing the Agency.

All part-time drivers shall receive two (2) hours holiday pay for each piece of work on Washington's Birthday and Veterans' Day.

It is expressly understood that in no event shall an employee heretofore or hereafter employed as a part-time employee be entitled to or credited with seniority or seniority benefits on account of service performed as such part-time driver.

SECTION 60b. PART-TIME OPERATORS. The Agency may employ part-time operators subject to the following conditions:

1. Hours of work performed by part-time operators shall not exceed seven (7%) percent of the platform hours. To the extent possible, a.m. and p.m. work shall be distributed evenly.

2. Work performed by part-time operators will be limited to twenty-eight (28) hours per week. On Saturdays, Sundays and holidays, part-time operators may not work more than eight (8) hour runs except when the assigned run is scheduled for more than eight (8) hours.

3. No full-time operator shall be laid off, as outlined in Section 57, so long as part-time operators are employed.

4. Part-time operators shall be covered under the provisions of this Agreement dealing with union membership, union representation, grievance procedures and arbitration.

5. Part-time operators shall not be eligible for any benefits applicable to full-time operators except as specifically provided herein. Part-time operators shall be entitled to a free transportation pass and to uniform allowances under Section 24.

6. Part-time operators shall not accrue seniority while so employed, except within the unit of part-time employees. Seniority within the part-time bus operator unit will apply only when reducing forces as provided by this Agreement.

7. The Agency has no obligation to promote or hire part-time operators into full-time positions.

8. The probationary period for part-time operators shall be seventy-five (75) calendar days after having completed their examinations and instructions and assigned to work. Part-time operators hired as full-time operators will not have to repeat another probationary period.

9. Part-time operators are hired and assigned to work on the basis of pre-determined availability to work in the a.m., p.m., weekends or combination thereof. There shall be no pick of runs.

10. Part-time operators who are called to jury service shall be paid for wages lost from regularly scheduled work while on jury service and may retain the jury fee.

11. Part-time operators shall be entitled to funeral leaves in accordance with the standards established for full-time operators in this Agreement. Part-time operators shall be paid for wages lost from regularly scheduled work as a result of such funeral leave.

12. Newly hired part-time operators shall be paid an hourly rate equal to at least seventy (70%) percent of the top rate established for full-time operators in this agreement. Thereafter part-time Operators shall advance in accordance with the progression for full-time Operators set out in this Agreement. For the purpose of applying the progression, two thousand eighty (2,080) hours of work as a part-time Operator shall equal one-year (12 months) of service as a full-time Operator. When a part-time Operator is promoted to full-time, his or her step in the progression shall not change. Operators who are promoted to full-time shall be given credit for their work as a part-time Operator in determining the date of their advance to the next step in the full-time progression; for example, a promoted Operator who had worked one-thousand forty (1,040) hours as a part-time Operator would advance to the next step in the progression following six (6) months of full-time service.

Within thirty (30) days following the ratification of this Agreement, Metro will review the pay record of any currently employed Bus Operator who was promoted from part-time to full-time during the period October 1, 2005 through the date of ratification of this Agreement. The purpose of this review is: (1) to determine if any employee promoted after October 1, 2005 was not started in the full-time progression at the same step as occupied in the part-time progression; and, (2) to determine whether the employee received credit for part-time service in determining advancement in the full-time pay progression as set out above. Any employee who was not started in the full-time progression at the same step and/or did not receive credit for time in part-time service, the employee will be paid any back pay due; and, if necessary the employee's pay will be adjusted to the correct step in the full-time progression.

Retired ATU Local 788 full-time Bus Operators performing part-time work shall be paid the top rate.

13. Part-time operators shall not be eligible for time or pay guarantees or bonuses and it is expressly understood that the provisions of Section 6 regarding spread time payments, minimum time allowance, coupling of a.m. and p.m. trippers into runs and consecutive days off do not apply to part-time operators.

14. Vacancies on pieces of work assigned to part-time operators will be covered by the regular operators Extra Board. 15. Part-time operators called upon by the Agency to attend court or give a deposition on behalf of the Agency shall be excused from their regular duties and shall be paid lost wages for that day. If such court attendance or deposition takes more time than the employee's regularly scheduled work, he/she will be paid for actual time spent at his/her regular rate of pay.

15. Part-time schedules shall be posted prior to the pick of runs for full-time operators as stated in Section 21 of the present Agreement. Shed Captains will be provided with a list of part-time run assignments at their station.

SECTION 61. ATTENDANCE INCENTIVE. Any employee who completes six (6) calendar months without any absences, exclusive of the following:

- Court Subpoena (for Agency business)
- Funeral Leave
- Jury Leave
- Military Leave (under 30 days)
- Union Business
- Vacation

Shall receive an incentive bonus of one hundred-fifty dollars (\$150.00). The bonus payment to be made within forty-five (45) days following the end of the bonus period. Each six-month bonus period will be a calendar period (i.e., January through June and July through December.)

SECTION 62. SUBCONTRACTING. The Agency shall not subcontract work which is necessary for the operation or maintenance of revenue vehicles and which is regularly performed by bargaining unit employees, except in cases of emergency or when the work required cannot be performed by the available complement of bargaining unit members. The Agency reserves the right to continue its present practice of contracting work not covered by this restriction.

However, notwithstanding the above, the parties agree that at the conclusion of the case styled Bi-State v. FTA et al. and given the No. 4:92CV00979CSC currently pending in U.S. District Court, Eastern District of Missouri, the parties will meet and confer concerning the outcome of that case as it affects the Agency's contracting out of vehicle cleaning and custodial functions. It is further agreed that if the parties are unable to reach a satisfactory result, either party may arbitrate any aspect of this issue.

III. LIGHT RAIL OPERATIONS AND LIGHT RAIL MAINTENANCE

Sections 63 through 77 apply only to Light Rail Operations and Light Rail Maintenance. Other sections of this Agreement also are applicable to Light Rail Operations and Light Rail Maintenance except for the following:

- SECTION 6. SCHEDULE CONSTRUCTION
- SECTION 8. LAYOVERS
- SECTION 10. BREAK-IN PAY
- SECTION 15. EMERGENCY CONDITIONS
- SECTION 16. BUS SHIFTING
- SECTION 18. REPORTING PAY
- SECTION 20. WORKING CONDITIONS
- SECTION 21. BUS OPERATOR SENIORITY & SYSTEM SELECTION
- SECTION 22. ABSENCE DURING PICK
- SECTION 24. OPERATOR UNIFORMS
- SECTION 29. MATERIALS MANAGEMENT SECTION
- SECTION 30. STOREROOM/MAIN SHOP PARTS
- SECTION 31. REASSIGNMENT
- SECTION 32. MAIN SHOP HOURS
- SECTION 33. TITLES, CLASSIFICATIONS, JOB DESCRIPTIONS
- SECTION 34. MECHANICAL TRAINING
- SECTION 38. GENERAL SERVICE – TITLES, CLASSIFICATIONS, DESCRIPTIONS
- SECTION 40. MAINTENANCE WAGES/PROGRESSION
- SECTION 41. SENIORITY DISTRICT
- SECTION 61.A. PART-TIME DRIVERS
- SECTION 61.B. PART-TIME OPERATORS

SECTION 63. LIGHT RAIL CLASSIFICATIONS, WAGE RATES AND PROGRESSIONS

A. The following top wage rate and progression shall apply to employees in the classification of Light Rail Vehicle Operator. Bus Operators who are selected as a Light Rail Vehicle Operator shall retain their step and schedule of advancement in the Bus Operator progression and receive the LRV Operator pay change as follows:

Progression	Hourly Rate
Step A: Shall be applicable during the period of formal training following selection.	<u>Employee's Bus Operator Wage Rate</u>
Step B: Shall be applicable following successful completion of formal training through completion of the qualification period.	<u>Employee's Bus Operator Rate</u> plus \$0.20

Top Rate: Applicable after successful Top Bus Operator
 completion of the Rate plus \$0.40
 qualification period and thereafter.

B. LIGHT RAIL VEHICLE (LRV) OPERATOR

A summary of duties and position requirements is described in Appendix A.

C. ELECTROMECHANIC

A summary of duties and position requirements is described in Appendix A.

- 1.. The top hourly rate of pay for the class of Electromechanic shall be fifty-five cents (\$0.55) per hour higher than the top rate for a Class 1A Mechanic. Employees who are awarded Electromechanic jobs shall receive a twenty-five cents (\$0.25) per hour increase effective on the date of award and an additional thirty cents (\$0.30) increase to the top rate on successful completion of the qualification period.
2. Employees who are awarded an Electromechanic job shall receive an initial three hundred fifty dollar (\$350) tool allowance for the purchase of additional tools required by the Electromechanic job. This tool allowance will be paid after the withdrawal period.
3. Bid and Award of Electromechanic Jobs:
 - A. Electromechanic jobs will be posted for bid in accordance with procedures applicable to Class 1A Mechanic jobs set out in Section 41 of Agreement.
 - B. Jobs will be posted with current and anticipated future changes in work hours and days off. When changes in work hours or days off are required by operational need, the Agency and the Union will negotiate such changes.
 - C. Class 1A Mechanics who bid on the jobs will be given a test to measure basic knowledge necessary to successfully pass the required training. The test given to prospective Electromechanics shall be relevant to the work performed.
 - D. An employee who did not pass the first test will not be allowed to take a second test for a minimum period of thirty (30) days.
 - E. Electromechanic jobs will be awarded to the most senior bidder who has passed the test, subject to the following:

- (1) When an Electromechanic job is posted for bid, a test will be administered if necessary to give bidders an opportunity to be tested or retested.
 - (2) Subject to the provisions relating to mechanics who do not pass the first test set out in paragraph D above, a mechanic may be retested after a minimum period of one hundred eighty (180) days.
4. Employees who are awarded Electromechanic jobs will be subject to a twelve (12) month lock-in period following the award during which the employee cannot bid or pick into another job classification.

An employee who is awarded an Electromechanic job will be subject to a qualification period, which will end forty-five (45) actual workdays following completion of formal training. Such formal training period shall not exceed the actual formal period of classroom and practical training, or twelve (12) weeks following job award, whichever period is the lesser. An employee may withdraw during the first thirty (30) actual workdays following job award.

D. TRACK MAINTAINER.

A summary of duties and position requirements is described in Appendix A.

SECTION 64. BID AND AWARD PROCEDURES FOR LIGHT RAIL JOBS AND TRAINING SLOTS

A. BIDS. Whenever there is a need for a training class or to fill positions in any job classification in the Light Rail Sections, the Agency will post a notice of the job openings on all bulletin boards system-wide and employees shall be given a period of five (5) days, exclusive of Saturday and Sunday, to submit their bid for the job (s).

B. QUALIFICATIONS REQUIRED TO BID ON LIGHT RAIL JOB CLASSIFICATION. The qualifications required for each light rail job classification shall be as set out in the job description in this Agreement. Each employee shall be required to meet the qualification standards and to pass any required test before being awarded a light rail job or training slot.

C. AWARD OF LIGHT RAIL JOBS AND TRAINING SLOTS. Following the bid process set out in B (above) light rail jobs or training slots will be awarded to employees in the order of their seniority.

D. QUALIFICATION AND WITHDRAWAL PERIOD.

- (1) Each employee awarded a job in a light rail classification shall be subject to a qualification period of forty-five (45) work days following completion of formal training. Such period of formal training shall not exceed the actual formal classroom and practical training or twelve (12) weeks following the job award, whichever period is the lesser. Each employee may voluntarily withdraw during the first ten (10) work days following the job award. Any LRV Operator who voluntarily withdraws from LRV Operator training will not be eligible for LRV Operator training for a period of two (2) years. Any LRV Operator who voluntarily withdraws from LRV Training for a second or subsequent times will not be allowed to bid on LRV Training positions for a period of five (5) years following each withdrawal.

- E. LOCK IN.** Employees who are awarded a light rail job will be subject to a twelve (12) month lock-in period during which the employee cannot bid or pick into another classification. LRV Operators who have completed twelve (12) months of service in light rail operations may pick a Bus Operator job at his/her prior station at the first station pick of runs following the end of the lock-in period, subject to the provisions of this Agreement relating to qualification as a Bus Operator. An LRV Operator who does not pick a Bus Operator job at the first station pick of runs following the end of his/her lock –in period will next be eligible to pick a Bus Operator job at a subsequent system selection for the Operations Seniority District.

An LRV Operator cannot exercise seniority and pick out of the LRV Operations Section unless there are a sufficient number of qualified LRV Operators to meet manpower needs. Providing however, if qualified LRV Operators are not available, the Agency will train a sufficient number of LRV Operators so the employee (s) can move to Bus Operations at the time of the next 90 day station pick of runs.

Electromechanics who have completed the initial 12 month lock-in period and who subsequently bid back into an Electromechanic position will be subject to a 6 month lock-in period.

- F.** Employees who do not complete the qualification/withdrawal period shall return to a job in the Operations or Maintenance Seniority District in accordance with the following:
- (1) Maintenance District employees will return to their former positions in accordance with the provisions of this Agreement as set out in Section 41.E.(a).
 - (2) Operations District employees will return to the Extra Board at the employees' prior station, if his/her prior run is not open.

- G. DISQUALIFICATIONS.** The parties recognize that MetroLink is a unique service which requires highly qualified employees and that the Agency needs to be able to disqualify employees who are unable to demonstrate the ability to successfully complete training and carry out all duties and requirements of the job classification. It is specifically agreed that the Union can protest any disqualification of a MetroLink employee through the grievance procedure if it believes such disqualification by the Agency was arbitrary and capricious. Employees who are disqualified by the Agency may bid on the job classification in an attempt to re-qualify after two years have lapsed from the date of the disqualification. An employee who is disqualified on two separate occasions will not be considered for the same job classification in the future.

SECTION 65. LIGHT RAIL SYSTEM SELECTIONS

A. Light Rail Vehicle Operators will participate in the annual System Selection for the Operations Seniority District under the following conditions:

- (1) In order for an employee in the Operations Seniority District to exercise seniority and pick into the Light Rail Section, he/she must be a currently qualified LRV Operator. "Currently Qualified" means an employee has successfully passed the training and qualification period, possesses any required license and has been re-qualified on current Rules and Operating Procedures by management within thirty (30) days prior to the pick. The Agency will establish procedures to assure that Operators are given a timely opportunity to re-qualify on current Rules and Operating Procedures.
- (2) Starting with the first annual Systemwide Selection following the ratification of this Agreement, LRV Operator jobs available for selection shall be posted by station as follows:
 - a. *Ewing*: LRV Operator jobs assigned to the Ewing facility.
 - b. *29th Street*: LRV Operator jobs assigned to the 29th Street facility.

Run picks will be conducted among regular LRV Operators at Ewing and 29th Street, respectively. Vacations for LRV Operators shall be posted for selection at Ewing or 29th Street.

This change in the system wide selection for LRV Operators will not in any way restrict Metro's ability to construct schedules for MetroLink as a unit (rather than by station); determine relief points, assign pull-out and turn-ins of runs to Ewing, 29th Street or a future station; or in any other way restrict Metro's ability to efficiently manage the light rail system; providing however, Metro will use its best effort to assign runs to Ewing and 29th Street, respectively, as provided in the section of this Agreement relating to Light Rail Schedule Construction. If, at any pick of runs that is

not concurrent with the annual system wide selection, the portion of daylight straight runs assigned to Ewing or 29th Street decreases by one-fifth (1/5) or more, a special pick will be conducted to allow LRV Operators to select either Ewing or 29th Street prior to the station pick of runs.

- (3) In order for an LRV Operator to exercise seniority at the system selection, he/she must have previously qualified as a Bus Operator and possess any required license.
- (4) An LRV Operator cannot exercise seniority and pick out of the LRV Operations Section unless there are a sufficient number of qualified LRV Operators to meet manpower needs. Providing however, if qualified LRV Operators are not available, the Agency will train a sufficient number of LRV Operators so the employee (s) can move to Bus Operations at the time of the next 90 day station pick of runs.
- (5) At least once each year, the agency will offer training to a minimum of five (5) Bus Operators. Bus Operators will be selected in seniority order in accordance with the provisions of this Agreement relating to Bid and Award Procedures for Light Rail Jobs and Training Slots. Employees who successfully pass the training will be awarded LRV Operator jobs in the order of their seniority as vacancies occur.

During such training employees will retain their current hourly rate of pay. Following training, employees will return to their prior run, if open, or the Extra Board.

SECTION 66. SCHEDULE CONSTRUCTION AND PAY FOR LIGHT RAIL OPERATIONS

A. SCHEDULE CONSTRUCTION

- (1) **Weekday**
First Block – Not less than fifty percent (50%) of all regular weekday MetroLink runs shall be straight runs completed within eight (8) hours and thirty (30) minutes plus the allowance for pull-out.

Second Block – Not more than fifty percent (50%) of all regular weekday MetroLink runs shall be completed within twelve (12) hours, thirty minutes spread with a maximum of eight (8) hours and thirty (30) minutes platform time, plus the allowance for pull out.
- (2) **Saturday**
Seventy-five percent (75%) of all Saturday MetroLink runs shall be straight runs.
- (3) **Sunday**
Eighty percent (80%) of all Sunday MetroLink runs shall be straight runs.

- (4) **Minimum Time Allowance**
The minimum time allowance for all scheduled runs shall be eight (8) hours inclusive of the allowance to pull out.
- (5) **Extra Board Work**
Work assignments which cannot be made into regular runs in accordance with these provisions of this Section will be assigned to the Extra Board. Work assignments which are assigned to the Extra Board in accordance with this provisions, shall not exceed ten percent (10%) of the total work assignments (“pieces of work”).
- (6) **Platform Time**
Pull out, turn in, relief time and time operating the LRV to and from the end of the line shall not be included as platform time.
- (7) **Spread Premium**
All scheduled platform work or time on duty beyond eleven (11) hours spread shall be paid for at time and one-half up to twelve (12) hours. In addition, all scheduled platform work or time on duty beyond twelve (12) hours spread shall be paid for at double time. Computation of spread premium pay to be in addition to all other straight time and overtime payments required by other provisions of this Agreement. The regular pull out allowance shall be considered as part of this spread.

All owl runs shall be straight runs and shall pull out and turn in and shall work no later than 8:00 A.M.

When any run has a split starting after 8:00 P.M., all of the time in the split shall be paid at the hourly rate applicable to the run.

- (8) The Agency may construct up to ten percent (10%) of full-time runs with platform time between nine (9) hours and ten (10) hours fifteen (15) minutes on a per station basis. All scheduled platform work or time on duty beyond the ten (10) hours shall be paid at time and one half. These runs shall be assigned such that operators working these runs shall have three days off in every seven (7), at least two consecutive days off will be provided every seven days.

B. The Agency shall arrange its schedules and its work so that:

Each regular operator will be off duty two (2) consecutive days in every seven (7) days without pay.

PULL-OUT: Allowance of time to LRV Operators for pull-outs shall be ten minutes for a one-car train. Operators shall be allowed fifteen (15) minutes pull-

out for a two-car train. A ten (10) minute turn-in allowance at straight time shall be allowed for the turn in of lost articles and any Agency equipment.

C. OVERTIME: All regularly scheduled runs shall be paid for at the rate of time and one-half after eight (8) hours, including the allowance for pull-out. There will be no dead time deducted in computing overtime.

D. MISCELLANEOUS:

- (1) Travel time for operators traveling to and from relief points shall be paid on the basis of the running time from the reporting stations to the relief point plus any time before the relief is made.
- (2) Operators taken off their runs for infraction of rules shall be paid for actual time worked.
- (3) Regular operators taken off their regular runs to work other runs with less working time than their regular runs shall be paid the time called for on their regular runs.
- (4) The Agency shall construct its schedules so as to provide LRV Operators with a layover of at least five (5) minutes at each end of the line, except on pull-out and turn-in trips.

SECTION 67. BREAK-IN PAY

In addition to their regular wages, each LRV Operator shall receive fifty cents (50¢) extra for each hour or part of an hour spent in breaking in student operators.

An employee who is required to break in as an LRV Operator or become familiar with new procedures or new equipment shall be paid the regular rate of pay during said period for the number of hours required by the Agency.

If the Agency requires an LRV Operator to be re-trained as a result of accidents or LRV Operating Rule Violations, the employee shall be paid for such period of re-training at the prevailing Federal Minimum Wage.

SECTION 68. WORK LEADERS.

An employee designated by management to serve as a work leader shall receive an additional **fifty cents (50¢)** per hour over his/her regular hourly rate of pay. Work leaders shall assign work, check out finished work, assure that crews are working effectively, provide instruction and guidance to other employees, execute paperwork and perform such other work as is required for the efficient operation of the unit to which he/she is assigned. In the absence of the regular supervisor, a work leader may be

relieved of his/her regular work responsibilities in order to function more effectively as a leader, providing, however, the work leader shall not be required or allowed to exercise any disciplinary authority.

SECTION 69. EMERGENCY CONDITIONS.

In order to take care of any emergency, or unusual traffic conditions, including derailments, LRV Operators may be temporarily transferred from one work assignment to another without consideration of seniority, provided that LRV Operators are not available for the work assignment to which they are being transferred; it being understood that this paragraph does not apply in the case of the consolidation or discontinuation of runs or other schedule changes in which case seniority shall prevail, as provided for in this Agreement.

SECTION 70. REPORTING PAY.

When regular LRV Operators report for their runs and do not get out, they shall be required to stay at the station and take the first vehicle that is ready for them and complete their run or another run. Time spent in waiting, through no fault of their own, shall be paid for at their regular rate of pay, except in situations where it is necessary to temporarily curtail or abandon service on any line or lines for a day or more due to cyclone, floods, riots, and natural disasters. In such cases, runs not used shall receive no pay.

If it is necessary to stop or curtail light rail service for five (5) or more days, LRV Operators will be given the opportunity for reassignment to work as Bus Operators.

When, as the result of causes beyond his control, any LRV Operator who notifies the controller at least twenty-five (25) minutes before LRV Operator is due to sign up that he/she is unable to reach the station in time to take his/her run out but will proceed to the station with the least possible delay, shall not be charged with a miss unless subsequent investigation develops that it would have been possible for the operator, using his usual means of transportation, to have reached his station on time.

SECTION 71. ACCIDENT/INCIDENT REPORT.

Light Rail Vehicle Operators shall make written reports in accordance with all of the language contained in Section 19 of this Agreement.

SECTION 72. LRV OPERATORS AND PICK OF RUNS

- A. SENIORITY.** The seniority of each LRV Operator for the purpose of exercising seniority to pick LRV Operator work shall be determined in accordance with terms of this Agreement.

- B. PICK OF RUNS.** There shall be a Station Pick of Runs at least four (4) times a year on or about November 30, March 15, June 15 and September 1 of each calendar year. These pick of Runs may be conducted within ten (10) days prior to or within ten (10) days after the above specified dates.

In the event that the Union fails to complete such picks, the Agency will conduct the pick and where runs are not selected or where sufficient choices are not provided, the Agency will assign the runs, assigning the previous run, if available, and if not available, another run.

In the event special picks are required, the Agency and Union will agree on how they shall be conducted.

Selection of runs will be made at such times as to permit the run picks to become effective on the first day of pay period.

At any pick of runs, LRV Operators shall select a run of their choice or select extra board in accordance with their seniority standing at their particular station. The oldest operator in service may select any run or the extra board, until filled to the capacity. The next oldest operator in service may then select any other run or the extra board until filled to capacity and so on down the list. LRV Operators picking extra board shall pick on the extra board in numerical (seniority) order until extra board has been filled to capacity. Operators picking the extra board shall adhere to all the rules and regulations governing the operation of the extra board.

- C. PAYMENT FOR RUN PICK.** The Union shall pay all expenses in connection with the annual selection of work, including the pick of runs necessitated by the annual system selection of work, and including any pick of runs made necessary solely to comply with the ninety (90) –day provision. The Agency shall pay all expenses of the interim system selection when held under the circumstances, and at the time above described in the first paragraph of Section 21.
- D. RE-PICK OF RUNS.** In cases of change of schedule during any of the periods referred to above involving a change of thirty-five (35) minutes or more in the hours of any run, the operator who has that run at the time of such change may, by giving notice in writing within six (6) days call for a new pick of runs. Such pick shall be made immediately and the Agency shall bear the expense of the picking.
- E. ABSENCE DURING PICK.** Any LRV Operator who has been absent due to illness or injury for a period of ninety (90) calendar days shall be passed over at the first pick of runs. Operators returning to duty after a period of ninety (90) days, and who have no run, shall be assigned

either to the temporary board or the rotating extra board in accordance with his/her seniority until the next regular pick of runs.

SECTION 73. LRV OPERATOR UNIFORMS.

- A. SUPPLY OF UNIFORMS.** Each LRV Operator shall, upon successful completion of formal training as an LRV Operator, be furnished with his/her first uniform; consisting of the following: 1-hat; 1-jacket; 1-vest; 2-trousers; 6-shirts; 1-tie; 1-hat badge and 1-name badge.
- B. PURCHASE OF UNIFORMS.** The provisions of this Agreement applicable to the purchase of MetroBus Operator uniforms shall also be applicable to the purchase of MetroLink LRV Operator uniforms.
- C. UNIFORM ALLOWANCE.** The provisions of this Agreement applicable to the uniform allowance for MetroBus Operators shall also be applicable to MetroLink LRV Operators.
- D. UNIFORM ITEMS.** Each respective LRV Operator shall appear on duty in the full LRV Operator uniform as established by Metro.
- E. UNIFORM CHANGE.** The provisions of this Agreement applicable to the uniform change for MetroBus Operators shall also be applicable to MetroLink LRV Operators.

SECTION 74. LIGHT RAIL MAINTENANCE UNIFORMS.

Employees in the Light Rail Maintenance Section shall be furnished with uniforms in accordance with the provisions of this Agreement applicable to uniforms for employees in the Maintenance Seniority District.

SECTION 75. LIGHT RAIL HOURS: MAINTENANCE PERSONNEL

- A. HOURS OF WORK.** Hours of work and regular days off for each maintenance job classification and work shift and schedule shall be posted by the Agency with the number of employees required for each work schedule. Employees qualified in each respective classification may select a posted shift and schedule in the order of their seniority at the annual system selection of work. Lower seniority workers will be required to change working hours and days off to cover vacation and weekend vacancies with one (1) week's advance notice.
- B. WORKDAY.** All employees in the Light Rail Maintenance Section shall work not to exceed eight (8) hours per day to be completed in eight and one-half (8 ½) consecutive hours, and a workweek not to exceed forty (40) hours per week. Any work in excess of eight (8) hours per day or forty (40) hours per week by such employees shall be paid for at the overtime

rate of time and one-half provided, however, such overtime shall not be duplicated for the same hours of overtime.

SECTION 76. TRAINING AT OTHER LIGHT RAIL SYSTEMS

TRAINING AT OTHER LIGHT RAIL SYSTEMS. Any employee who bids on a light rail job may be required to travel to other operational light rail systems in order to receive training in operations or maintenance under revenue service conditions. In the event any employee is required to travel for such training and experience, he/she shall receive his/her regular rate of pay for forty (40) hours for each work week of such training.

Providing, however, that in any work week in which an employee is required to perform work for more than forty (40) hours, he/she will be paid time and one-half (1.5X) for all hours over forty (40). The Agency will pay all travel expenses and reimburse employees for meals and related expenses in accordance with established Agency Travel Reimbursement Policy.

SECTION 77. LIGHT RAIL EMPLOYEES WAGES/PROGRESSION

The basic hourly wage for Light Rail employees who have completed the steps set forth below shall be as follows:

LIGHT RAIL VEHICLE OPERATOR WAGE/PROGRESSION

<u>07/01/07</u>	<u>3.1%</u>
<u>07/01/08</u>	<u>3.5%</u>

Upon completion of training – Top Bus Operator Rate plus \$0.20. Completion of qualifying period – Top Bus Operator Rate plus \$0.40.

FULLY QUALIFIED

EFFECTIVE	<u>07/01/07</u>	<u>\$20.74</u>
	<u>07/01/08</u>	<u>\$21.45</u>

MAINTENANCE – ELECTROMECHANIC

Upon job award - \$0.25 above Bus Mechanic Rate.
Upon qualification - \$0.55 above Bus Mechanic Rate.

FULLY QUALIFIED

EFFECTIVE	<u>07/01/07</u>	<u>\$22.64</u>
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Robert Whiting
Clayton
Reginald Howard

Darryl Pulliam
James Cozart
Andre Bonds

Marilyn
Oliver Cody

WilliamsFelicia

**BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI – ILLINOIS
METROPOLITAN DISTRICT (Transit System), by:**

Robert J. Baer
President & CEO

Thomas Sehr
Executive Vice President - Administration

Raymond Friem
Senior Vice President – Transit Operations

Melva Pete
Vice President – Human Resources

H. Dennis Allen
Director of Labor Relations

APPENDIX A

**JOB TITLES, CLASSIFICATIONS AND
DESCRIPTIONS**

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Comment [TSehr1]: The page numbers don't work for this version.

MATERIAL HANDLER CLASS 1A. Capable of interpreting parts catalog and ordering parts for all automotive vehicles, have thorough knowledge of local vendors and other sources of supply, know location of all material in the stores section for efficient distribution to using sections in the shops. Check all incoming items with respect to the amount, description, and type as outlined on the purchase order and dray ticket covering each individual shipment, post on each order the amount received, and see that all supporting papers are drawn up to conform to the information shown on the purchase order, issue all materials and supplies, perform all routine paperwork, and computer entry-inquiry, store incoming material, operate overhead crane, crate outgoing shipments, alter material bins in the stores section. Mechanical aptitude test not required.

This classification also covers the operation of forklift tractors, tow tractors and trucks used to haul or move materials, supplies, and units obtained from storerooms and ships, handle emergency freight and express shipments and pickup from local vendors. Employees in this classification will handle proper supporting papers and will be required to load and unload their trucks or assist in such work.

Main Shop Mechanic Class 1A

SMALL UNIT WORK GROUP

Employees bidding into any of the job classes listed within this Work Group will be trained to perform tasks for all of the classes within the workgroup. The Small Unit Workgroup positions with the associated tasks are as follows:

AIR HYDRAULIC, AND REFRIGERATION UNIT MECHANIC -- Ability to overhaul all units operated by air pressure or hydraulic fluid such as air compressors, wheel cylinders, master cylinders, wipers, relay valves, application valves, and similar units used on buses, trucks, and auto. Must be capable of overhauling shop equipment such as grease guns, oil dispensing pumps, and similar equipment. Must be capable of overhauling bus air conditioning freon compressor units and related parts, also repairing water cooler refrigerant systems. *(Note: There is no change in this job description.)*

BENCH UNIT/UTILITY AND FUEL AND SMALL UNIT MECHANIC --- Ability to do high precision repair work on miscellaneous units such as blowers, oil pumps, steering gears, water pumps, fareboxes, radius rod assemblies, and other small units not mentioned which are customarily done in this section of the shop. Ability to overhaul shop compressors, lawn mowers and small engines, rebuild flexible springs, re-bush lateral and radius rods, repair shift cables and various other items as may be necessary. Ability to overhaul diesel fuel injectors, operate all special equipment for testing fuel injectors, and operate injector run-in stand. Overhaul all types of fuel pumps, carburetors, alarm-stats, Kysor valves, thermostats and other similar small units in this general category for buses, trucks and automobiles. *(Note: There is no change in this job description.)*

CYLINDER HEAD MECHANIC --- Ability to repair cylinder heads in workmanlike manner for all buses, trucks, and autos in the Bi-State fleet. This includes pressure testing, plugging and patching cracks, grinding valves, replacement of valve seats, valve guides, injector tubes, and any other work required for complete reconditioning of these units. (*Note: There is no change in this job description.*)

Metro will develop training programs specific to the Small Unit Work Group. This training will encompass all of the tasks currently performed by each of the job classes listed within the work group. It is agreed that persons may be required to perform any job task within the work group for which they hold qualification, provided that their primary assignment is in the job title that they currently occupy.

- A. Amend the provisions of Appendix A – Main Shop Mechanic Class 1A relating to the following job classes to read as follows:

FABRICATION WORK GROUP

Employees bidding into any of the job classes listed within this Work Group will be trained to perform tasks for all of the classes within the workgroup. The Fabrication Work Group positions with the associated tasks are as follows:

BLACKSMITH --- Ability to operate drop hammer, forge, and other blacksmith equipment in connection with reclaiming and straightening heavy metal parts for buses and for the plant maintenance section. Fabricate parts for bus shelters, cutting and forming new work from blueprints and templates, and other work of similar nature. Must have ability to make and temper special purpose hand tools used in all sections of the shop. Must be capable of using cutting and welding torch. Must be capable of using all welding equipment necessary to complete work. When workload exceeds available manpower in this department, mechanics from the tinner and sheet metal departments may be assigned in seniority order to perform the necessary work. (*Note: There is no change in this job description.*)

SHEET METAL MECHANIC --- Ability to fabricate sheet metal parts in a workmanlike manner from blueprints, drawings, sketches, and samples. Must be able to properly use all types of shop equipment required for this type of work, such as metal shears, brakes, and similar equipment used in sheet metal work. Must be capable of using cutting and welding torch, and to do all types of gas and arc welding. When workload exceeds available manpower in this department, mechanics from the Tinner and Blacksmith departments may be assigned in seniority order to perform the necessary work. (*Note: There is no change in this job description.*)

TINNER --- Ability to skillfully operate all types of shop equipment used in tin and light steel layout, cutting, and forming of new work. Capable of performing all types of metal work required in automotive maintenance as well as the plant maintenance

section and ability to work from blueprints. When workload exceeds available manpower in this department, mechanics from the blacksmith and sheet metal department may be assigned in seniority order to perform the necessary work. (*Note: There is no change in this job description.*)

Metro will develop training programs specific to the Fabrication workgroup. This training will encompass all of the tasks currently performed by each of the positions listed within the work group. It is agreed that persons may be required to perform any job task within the work group for which they hold qualification, provided that their primary assignment is in the job title that they currently occupy.

- B. Amend the job description of Wirer and Bench Electrical Mechanic as follows:

WIRER AND BENCH ELECTRICAL MECHANIC --- Ability to completely overhaul all electrical units used on buses, trucks and cars and to properly use all bench and coach testing equipment for diagnosis of electrical failures. Ability to understand wiring diagrams and the functions of all electrical units used on Agency vehicles and the relationship of coach wiring to the function of each of the electrical units on the coach. Must have the ability to diagnose electrical wiring problems, repair electrical units on the coach when practical, and to repair and replace coach wiring in workmanlike manner. When the workload exceeds available manpower, mechanics in this classification may be assigned to assist Vehicle Electricians.

- C. Establish a new job class as follows:

VEHICLE ELECTRICIAN (New Class 1A-MAT job class) – Ability to interpret electrical diagrams and schematics, shop manuals, proficient in the use of electronic diagnostic equipment used in trouble shooting all systems on any vehicle serviced at the Main Shop. Ability to repair or modify vehicle electrical and electronic systems, including integrated technology equipment, control panels, and microprocessor controlled systems. Ability to read logic charts, trace signals through electronic equipment and effect repairs at the lowest replaceable unit. When the workload exceeds available manpower, mechanics from the rebuild section may be assigned to assist with this work. May assist Wirer and Bench Electrical Mechanic. Upon qualification in the position of Vehicle Electrician the successful candidate shall be paid the qualification bonus of \$0.50 per hour.

- D. Establish a new job class as follows:

UPHOLSTERER — (Class 1A; MAT not required) Ability to reupholster seats in buses, other vehicles and office furniture. Skill in sewing and the application of adhesives used in upholstery. This job class does not repair mechanical or pneumatic mechanisms in seats. If an employee in this job class is required to perform work normally assigned to a Carpenter / Upholsterer, the employee will receive the Carpenter / Upholsterer pay rate.

- E. Establish a new job class as follows:

PAINT APPLICATION SPECIALIST (Class 1A-MAT) – Ability to perform high precision paint application work, including blending, feathering, and fine detail work. Knowledge in the use of industrial and automotive products such as primers, accelerators, retardants and thinners, their compatibility, and how changing environmental conditions affect the quality of the finish; ability to apply the formulas and make the required calculations. Must be capable of high quality paint application, using various types of spray equipment, and possess the necessary knowledge and skill to disassemble repair and adjust the equipment as needed. Must have the knowledge, skill and ability to apply and blend paint to a localized area of a vehicle resulting in a quality finish. Must be able to demonstrate comprehensive knowledge of environmental issues such as the use of personal safety equipment, handling, storage and disposal of hazardous materials used in the performance of this job. Upon qualification in the classification of Paint Application Specialist the successful candidate shall be paid the qualification bonus of \$0.50 per hour. *(Note: The establishment of this new job class does not change the duties or qualification requirements for the existing job of Painter.)*

Capable of doing high-precision work. Ability to read blueprints, interpret drawings, and shop manuals pertaining to buses and shop equipment.

AUTO AND TRUCK SHOP MECHANIC --- Ability to skillfully and intelligently perform all types of repair work on automobiles and trucks, including engine and transmission overhaul, brake relining, trouble shooting, road service, and general chassis work. Employees in this classification may be temporarily assigned to perform the duties of a Paratransit Mechanic when the Paratransit workload requires such reassignment. Such reassignment will not change the employee's work hours or days off.

BENCH UNIT/UTILITY AND FUEL AND SMALL UNIT MECHANIC --- Ability to do high precision repair work on miscellaneous units such as blowers, oil pumps, steering gears, water pumps, fareboxes, radius rod assemblies, and other small units not mentioned which are customarily done in this section of the shop. Ability to overhaul shop compressors, lawn mowers and small engines, rebuild flexible springs, rebush lateral and radius rods, repair shift cables and various other items as may be

necessary. Ability to overhaul diesel fuel injectors, operate all special equipment for testing fuel injectors, and operate injector run-in stand. Overhaul all types of fuel pumps, carburetors, alarm-stats, Kysor valves, thermostats and other similar small units in this general category for buses, trucks and automobiles. When workload exceeds available manpower in this department, mechanics from the cylinder head department may be assigned in seniority order to perform the necessary work.

BODY AND LIFT MECHANIC --- Ability to do high quality dent work and all body repairs on extensively damaged buses and other automotive vehicles. Ability to make all necessary repairs on wheelchair lifts; must have the ability to diagnose

electrical, air and hydraulic systems associated with wheelchair lifts and to make necessary mechanical component adjustments or repairs or any other repairs necessary to maintain lifts in a safe and operable condition. This position includes campaign work and modifications of various components such as doors, seats, windows, and all other items included in the body structure.

BRAKE MECHANIC/BRAKE LATHE OPERATOR --- Ability to perform coach brake relining and removal and replacement of all units and parts related to the brake, steering and suspension systems and the ability to properly operate brake drum and lining lathe and other equipment used in connection with all phases of brake reline work on buses. Ability to do general chassis repairs and structural campaign work. When workload exceeds available manpower in this department, mechanics from the brake section bench department may be assigned in seniority order to perform the necessary work.

BRAKE SECTION BENCH MECHANIC --- Ability to overhaul and rebuild front axle spindles, drag links, tie rods, slack adjusters, and other brake and steering units, magna-flux also shift rods and levers generally included in this type of work. When workload exceeds available manpower in this department, mechanics from the brake and brake lathe departments may be assigned in seniority order to perform the necessary work.

CARPENTER/UPHOLSTERER --- Ability to properly operate power tools used in woodworking and to skillfully perform all the miscellaneous carpenter work required in the maintenance of shop equipment. Ladders, scaffolds, benches, and other items under woodworking classification, as well as necessary work for other sections such as furniture repairs, building sash frames, doors and similar items. Ability to repair and reupholster all types of seats in buses, trucks, cars and office furniture; also must be capable of making and repairing destination sign curtains and related work.

CYLINDER HEAD MECHANIC --- Ability to repair cylinder heads in workmanlike manner for all buses, trucks, and autos in the Bi-State fleet. This includes pressure testing, plugging and patching cracks, grinding valves, replacement of valve seats, valve guides, injector tubes, and any other work required for complete reconditioning of these units. When workload exceeds available manpower in this department, mechanics from the fuel and small unit department may be assigned in seniority order to perform the necessary work.

ENGINE MECHANIC --- Ability to overhaul all types of engines in buses, trucks, and automobiles. Also engines in special purpose equipment, such as light plants, paving impact hammers, lawn mowers, portable compressor units, and separate powered air conditioning equipment.

MACHINIST --- Ability to interpret drawings and blueprints, make tools and jigs. Must have ability to operate lathe, shaper, planer, miller, grinders, hone, line-boring bar, and similar equipment used in machinist work.

PAINTER --- Ability to do first-class spray, brush painting and apply prime coats on buses, trucks, automobiles, shop equipment, office furniture and other miscellaneous equipment as required by the Bi-State Transit Operation. Ability to do all types of sign painting, including hand lettering, stencil work, decal installation, silk screening and similar work on vehicles and miscellaneous equipment in the automotive sections as well as signs required in all other sections of the system. Mechanical aptitude test not required.

RADIATOR MECHANIC ---Ability to completely recondition all types of automotive radiators, heaters, heat exchangers, and similar items used in buses, trucks, cars, and building heating units. Ability to perform any other soldering generally associated with this type work. Ability to fabricate air, fuel, water, and oil lines from various types of flexible and copper tubing. Ability to repair fuel tanks, surge tanks and other items. When workload exceeds available manpower in this department, mechanics from the welder department may be assigned in seniority order to perform the necessary work.

SHEET METAL MECHANIC --- Ability to fabricate sheet metal parts in a workmanlike manner from blueprints, drawings, sketches, and samples. Must be able to properly use all types of shop equipment required for this type of work, such as metal shears, brakes, and similar equipment used in sheet metal work. Must be capable of using cutting and welding torch, and to do all types of gas and arc welding. When workload exceeds available manpower in this department, mechanics from the Tinner and Blacksmith departments may be assigned in seniority order to perform the necessary work.

TINNER --- Ability to skillfully operate all types of shop equipment used in tin and light steel layout, cutting, and forming of new work. Capable of performing all types of metal work required in automotive maintenance as well as the plant maintenance section and ability to work from blueprints. When workload exceeds available manpower in this department, mechanics from the blacksmith and sheet metal department may be assigned in seniority order to perform the necessary work.

TRANSMISSION/CLUTCH AND DIFFERENTIAL MECHANIC -- Ability to rebuild all types of hydraulic and manual transmissions, differentials and clutches used on coaches, trucks and automobiles. This includes, but is not limited to, angle drive sections, turbine sections, over-running clutches, and similar units related to the complete transmission. Must be capable of operating fixtures required for proper testing of clutches, and surface grinder for resurfacing pressure plates; also capable of repairing flywheel couples, hydraulic crankshaft dampers, and similar parts related to the power train. Must be capable of making certain repairs to transmissions, clutches and differentials while in vehicles as well as removing and installing these units.

UNIT AND PARTS DISASSEMBLER AND GENERAL SERVICE WORKER --- Ability to disassemble and clean all types of automotive units and shop equipment including, but not limited to, engines, differentials, generators, starters, blowers, master cylinders and other miscellaneous parts of buses, trucks and automobiles. Ability to operate battery charging equipment, diagnose battery cell failure, mix and add acid and

do battery disassembly and rebuilding as necessary. Operate piston plating machine, sandblasting and grit blasting machines and forklifts. Also capable of handling cleaning process on air cleaner elements, and identifying and expediting parts and general supplies needed by mechanics from the storeroom and general warehouse. Handles and maintains records of units coming into the Main Shop for rebuild; handles and maintains records of rebuilt units in the custody of the Main Shop.

WELDER --- Ability to perform all types of welding, brazing and soldering, and to properly operate shop equipment related to welding operations such as lathe for metal spray, fixtures for heliarc welding, and other equipment commonly used in welding operations. When workload exceeds available manpower in this department, mechanics from the radiator department may be assigned in seniority order to perform the necessary work.

BLACKSMITH --- Ability to operate drop hammer, forge, and other blacksmith equipment in connection with reclaiming and straightening heavy metal parts for buses and for the plant maintenance section. Fabricate parts for bus shelters, cutting and forming new work from blueprints and templates, and other work of similar nature. Must have ability to make and temper special purpose hand tools used in all sections of the shop. Must be capable of using cutting and welding torch. Must be capable of using all welding equipment necessary to complete work. When workload exceeds available manpower in this department, mechanics from the tinner and sheet metal departments may be assigned in seniority order to perform the necessary work.

WIRER AND BENCH ELECTRICAL MECHANIC --- Ability to completely overhaul all electrical units used on buses, trucks and cars and to properly use all bench and coach testing equipment for diagnosis of electrical failures. Ability to understand wiring diagrams and the functions of all electrical units used on Agency vehicles and the relationship of coach wiring to the function of each of the electrical units on the coach. Must have the ability to diagnose electrical wiring problems, repair electrical units on the coach when practical, and to repair and replace coach wiring in workmanlike manner.

PARATRANSIT MECHANIC --- Ability to skillfully perform all types of repair work on Paratransit vans and other automotive equipment; including engine and transmission overhaul, brake relining, trouble shooting, road service and general chassis work. Must possess necessary knowledge and skill to perform all operations necessary to correct defects found by inspections and carry out planned maintenance work as outlined in written instructions.

Employees in this classification shall have superior qualifications to perform all the duties required for the maintenance and repair of Paratransit vans. Employees working as Paratransit Mechanics may be temporarily assigned to perform the duties of a Truck Shop Mechanic when the Truck Shop workload requires such reassignment. Such reassignment will not change the employee's work hours or days off.

Paratransit Maintenance will be administered in accordance with the provisions of this Agreement applicable to the station shops.

QUALITY CONTROL MECHANIC

Ability to knowledgeably inspect buses coming into the Main Shop for general condition and missing and defective components to assure that coaches meet established maintenance and condition standards and that necessary Main Shop repair work is performed. Prepares estimates of cost, time and material required for repairs to various systems and components. Re-inspects coaches leaving the Main Shop to assure that work has been completed. Assists management personnel in quality assurance work. Works as a Project Mechanic (and receives wage differential) when such inspection work is not being performed.

STATION MECHANIC

Class 1A

Employees in this classification must have superior qualifications to skillfully perform all duties listed under Class 1, or other work required in the station shop maintenance program, including minor repairs to seat cushions and seat backs, relining brakes, replacement of differentials, and transmissions.

Employees in this classification shall have superior qualifications to perform all duties and shall be capable of doing high-precision work. Must be able to read diagrams, interpret drawings and shop manuals pertaining to buses.

Must be able to perform skillfully and intelligently all operations required to perform all inspection for all types of buses following written instructions.

Must possess necessary knowledge of mechanics and electricity to perform all operations necessary to correct defects found by inspections and to carry out planned maintenance work as outlined in written instructions. These duties shall be limited to adjusting and replacing components, parts, or groups of components that do not require tear down and rebuilding of the components or parts along with minor repairs needed to accomplish the replacement; however, removal and replacement of attached assemblies on components shall be performed.

More specifically, diagnose problems in electrical circuits, make adjustments to or replace electrical components, such as voltage regulators, relays, make minor repairs to single purpose electrical wiring not requiring major overhaul of main circuits, and electrical components including soldering wires; make adjustments and replacements or minor repairs to hoses, brake components, chassis, air and hydraulic components and changing of mounted tires; make repairs to spindle kingpins or bushings and replace steering box and components; make adjustments, replacement of parts and components, and repairs to air conditioning units not requiring tear down and rebuilding of components; perform body replacements such as radiator, transmission, surge tanks, engine, a/c/evaporator, and passenger doors, but all repairs to such doors shall be made in the Main Shop; perform temporary body patch type repairs not requiring body disassemblies and elimination of sharp edges. Tools will be provided by the Agency to

do this minor work. All major rebuilding and repairs to bodies and chassis shall be done in the Main Shop; paint work will be restricted to touch up associated with minor body work above and steering wheels, step wells, wheels, bumpers and reflectors; replace side and rear glass or framed glass units but not repair of frames or curved glass; engine adjustments will be limited to attached units such as oil pans, diesel injectors, and setting of the rack. Tear down and rebuilding of engines will be performed in the Main Shop. Welding in the station shops shall be limited to welding necessary to change components and welding required to maintain the safety of vehicles and secure body tears, until permanent repairs can be made at the Main Shop. Only employees who have been trained will be required to perform such welding. All employees in this classification will be required to make road calls or exchanges when employees regularly assigned road calls and/or exchange work are not available

GENERAL MAINTENANCE MECHANIC --- Class 1A --- Employees under this classification will perform all maintenance and repair to Agency shops and offices, right-of-ways, bus yards, parking lots, loops and loop facilities, including bus zone and line painting and installation and maintenance of bus stop signs and other designated properties and equipment. Capable of doing quality work required for maintenance and repair of buildings, signs, shop machinery, tools, equipment, shop motors, HVAC equipment and controls, bus shelters and shall perform minor carpentry, plumbing repair, and other general maintenance work. Performs preventive maintenance routines on equipment and shall be able to read and record maintenance and repair data on forms provided. Shall be able to read and understand blueprints, shop drawings, and shop manuals. Persons bidding on jobs in this unit shall have passed the mechanical aptitude test.

FAREBOX & HEADSIGN EQUIPMENT MECHANIC

Capable of performing highly precision technical work in the maintenance and repair of electronic fareboxes, ticket vending machines, headsigns and related equipment. Must be able to read schematics. Must have the ability to communicate effectively both orally and in writing. Must be physically fit to perform the duties of the job and be able to work effectively with limited supervision. Establish and maintain appropriate records and make reports. Ability to diagnose and repair electrical, electronic, mechanical and structural problems with all equipment. Maintains spare parts and performs preventive maintenance inspections and repairs. Test and repair complex circuits and systems using proper test and repair tools, equipment and software. Days off and working hours to be specified in bid sheet. Employees bidding into this classification must successfully pass a test. Employees must successfully complete on the job training and must be qualified before being placed on the job. Employees will be paid a wage rate of twenty-six cents (26¢) above the top rate of the classification mechanic 1A upon completion of on the job training.

CLASS 3

PAINT SHOP SANDER --- Ability to properly use power sanding equipment on buses, trucks, and cars in preparation for painting.

CLASS 9

TRUCK SHOP UTILITY WORKER --- Ability to grease, change oil and filters, and properly dispense gasoline and oil to trucks and automobiles. Must wash and polish cars and trucks, change and air tires, water batteries, and related service work as required. Exchanges vans, trucks and other vehicles on the street; must be capable of understanding verbal and written instructions and performing routine tasks in a workmanlike manner. Must possess the basic knowledge required to perform job tasks and a valid chauffeur's license.

CLASS 11

PAINT SHOP SCRUBBER --- Ability to scrub and thoroughly clean buses and other automotive vehicles and shop equipment in preparation for paint. Must understand the use of special cleaning solvents and equipment required in the use of these materials. General cleaning of buses as required after painting. Ability to work from scaffolding, platforms, and ladders.

PARTS CLEANER --- Ability to handle various hot cleaning solvents in tanks, and use steam gun in connection with the cleaning of all automotive units and parts, as well as some cleaning of parts for building and maintenance section. Must be able to identify and separate various kinds of metal to be placed in the respective cleaning solvent tank.

CLASS 13

BUS CLEANER --- Bus cleaner will clean busses inside and outside; sweep buses, polish them, if necessary, and perform similar work coming under this classification.

**FUEL AND OIL ATTENDANT
CLASS 10**

Ability to properly dispense fuel and oil into buses and trucks; must be able to compute all the figures necessary for the proper recording of the amount of oil and fuel used, and have complete knowledge of all other work coming under this classification.

**RELIEF FUEL AND OIL ATTENDANT
CLASS 10**

Ability to move buses to and from fuel pumps and to relieve fuel and oil attendants at any time.

**BUS MOVER
CLASS 12**

Ability to move all makes and types of buses to and from points in and around the station. Must be alert to recognize any irregularities while driving the bus, and must be able to perform all work in connection with properly driving a bus.

**STATION ENGINES, UNITS, AND PARTS WASHER
CLASS 12**

This includes all cleaning at station shops of engines, units, and parts either attached to or removed from buses and other cleaning as may be required under job description of Class 13.

**BUS MAINTENANCE UTILITY WORKER
CLASS 10A**

Ability to perform greasing and oiling of all makes and types of buses, trucks, and other vehicles; have sufficient knowledge to compute the charges of materials used; be familiar with the oiling of all moving parts that comes under this classification. Changes tires. Issues and maintains records of Agency-owned tools and equipment. Makes on-street bus exchanges where no maintenance is required; this does not include the shifting of buses covered by Section 16 of the Agreement. Must be capable of understanding verbal and written instructions and performing routine tasks in a workmanlike manner. Must possess the physical capacity to perform required tasks. Must possess the basic knowledge required to perform job tasks and a valid commercial driver's license.

**SEWER WORKER
CLASS 5**

Performs general labor work in cleaning of sewers, catch basins, engine work pumps and yard inlets. Builds brick sewers, manholes or inlets; excavates trenches including the use of a back-hoe and lays sewer pipe. Assists in such other types of work as assigned. Must possess a Commercial Driver's License.

**TRUCK DRIVER
CLASS 9**

Capable of operating Agency trucks and construction vehicles in the performance of work, delivers equipment and supplies to and from job sites and to various locations, and assists in the performance of work. Performs emergency work in removal of ice and snow and operates salt spreaders, front end loaders, and other snow removal equipment. Performs general labor work to lay asphalt, cut grass, pick up rubbish, and does general hauling. Persons applying for jobs in this section, must possess a Chauffeurs' License or Commercial Driver's License, as applicable, and be prepared to demonstrate their ability to drive Agency trucks of all types and operate construction equipment.

**GENERAL CUSTODIAN
CLASS 13**

Employees who do general custodial work at station transportation offices, main shops, and other Agency operated installations.

**UTILITY WORKER
CLASS 13**

General labor work, including loading and unloading material, cleaning up rubbish, sorting and reclaiming used material, grass and weed cutting, ice and snow removal, and such other types of work as assigned.

LIGHT RAIL VEHICLE (LRV) OPERATOR

SUMMARY OF DUTIES

Operates Agency trains consisting of light rail vehicles (LRVs), assuming responsibility for the safety of Agency customers and equipment; performs routine vehicle inspections to ensure proper operation (such as pre-service radio check, lamp test, cab signal test, cycling of doors, mirror adjustment and check of destination signs, etc.). Communicates appropriate information to customers, supervisors, and others designated to receive such information. Answers inquiries from customers and others. Activates switches to ensure proper routing, may oversee or verify proper payment of fares; works following Agency transportation guidelines, operating rules and procedures.

1. Inspects, prepares for operation, and/or reports vehicle defects found during routine vehicle inspection, to ensure safe and serviceable conditions. Reports these problems or defects to the appropriate authority.
2. Operates LRV in revenue service in a safe manner in accordance with operating rules and procedures, maintaining appropriate speed and distance from preceding vehicles, boards and deboards passengers. Makes and breaks up train consists; operates trains in non-revenue service on line and in yards and shops, through car washer and during maintenance, testing and inspections. Operates switches through controls or manually; performs operations necessary to restore movement by trouble-shooting problem conditions. Trains other employees in LRV operations.
3. Answers customer inquiries and maintains a courteous and friendly demeanor with all Bi-State customers. Announces all special and station stops; provides proper information to customers requesting same; makes special announcements as requested.

4. Notifies Central Control of any emergency situations on or near right-of-way (ROW) or of service disruption, requesting appropriate additional instruction or assistance as required.
5. Communicates to customers and the Operations Control Center appropriate information in the event of a need to evacuate an LRV or train and then oversees the safe and orderly evacuation of the vehicle (s). Endeavors to control such an evacuation and safeguard customers in accordance with prescribed emergency procedures.
6. Issues emergency transfers and guides/assists customers to access alternate bus service in the event of a service disruption. Performs flagging duties during emergency situations such as collisions, derailments or vehicle breakdowns.
7. Activates switches, electrically or manually, as circumstances may warrant, to ensure correct routing.
8. May oversee or verify proper payment of fares. If fareboxes are utilized, operates and monitors registering farebox equipment and records any or all passengers and revenue information relative to the farebox.
9. Maintains knowledge of the Bi-State bus and light rail system in order to provide routine information and direction to our customers.
10. Produces written reports of witnessed incidents as well as accidents, incidents and unusual conditions in which there has been direct or indirect involvement or that affect the movement of trains or the condition of Agency property.
11. Operates LRVs through vehicle washing machinery and to proper location in the yard; closes windows prior to entering wash area; opens and closes vehicle windows as required for customer comfort.
12. Notifies and turns in to proper authority all lost articles found on the LRV.
13. Reports observed defects and unsafe condition regarding tracks, switches and related equipment while operating LRVs, and other conditions that may affect the safe movement of trains.

POSITIONS REQUIREMENTS

1. Ability to communicate orally with customers and supervisor; ability to read and understand training materials, operating manuals and operating and safety rules directives; ability to prepare clear written reports of incidents and accidents.

2. Maintain good customer relations.
3. No more than one (1) preventable accident in the twenty-four (24) months immediately preceding bid on LRV Operator job.
4. Possession of a current valid Commercial Driver's License.
5. Ability to perform the physical requirement of job.
6. Successful completion of training program and post-training qualification period.

ELECTROMECHANIC

Summary of Job Duties

Performs skilled services involving the inspection, trouble shooting, maintenance and repair of all electronic, electrical and mechanical equipment on rail vehicles. Operates diagnostic test equipment, solving complex equipment malfunctions and other problems. Applies principles/techniques as applied to rail car equipment and maintains up to date knowledge of rail equipment maintenance techniques. Works under limited supervision, operates equipment necessary for the repair and maintenance of Light Rail (LR) cars: maintains logs and completes reports relating to job functions.

Major Duties and Responsibilities

1. Duties include performing preventative and corrective maintenance through inspecting, servicing, calibrating, aligning, repairing, truing wheels, and diagnosis of all systems and subsystems of the LRV. Such systems and subsystems include such elements as the following: high and/or low voltage electrical and mechanical systems such as propulsion, printed circuit boards, amplifiers, logic gates, operation of thyristor, various applications of capacitors, relay switches and logic, static converter, motors, air brakes, compressors, HVAC, trucks, wheels, axles, and other LRV systems to ensure optimum operating efficiency consistent with design and management of requirements.
2. Conducts routine inspection for major repairs, overhaul and preventive maintenance.
3. Uses and operates various types of equipment including hand tools, power tools, measuring tools, diagnostic test equipment such as voltmeters, ohmmeters, wheel truing machines, wheel/axle press, tire press, jigs, cranes, and any other specialized test or maintenance equipment necessary for the maintenance and repair of the light rail vehicles.

4. Maintains up-to-date knowledge of electronic, pneumatic, hydraulic, electrical and mechanical principles as applied to LRV equipment and interprets technical publications, blueprints, source code manuals, wiring and circuit diagrams, etc. so as to be able to determine the cause of LRV problems and to make corrective repairs.
5. Responsible for completing thorough equipment reports and records.
6. Solves unusual and complex equipment malfunctions; performs necessary repairs.
7. Operates special equipment such as re-railing equipment and portable jacks and other related duties as required.
8. Upon successful completion of a limited operations examination, Electromechanic will move LRVs in the yard (s) and shop (s) necessary for maintenance and train make-up, etc. Such movements will require the operation of switches either manually or via control apparatuses.
9. Operates trucks, high rail vehicles and similar equipment; pulls trailers.

Position Requirements:

- (1) Knowledge of mechanical, electrical, and electronic theory and principles demonstrated by the successful completion of the qualifying period.
- (2) Knowledge and understanding of maintenance and repair techniques acquired through experience as a skilled mechanic.
- (3) Ability to successfully complete comprehensive technical exams administered during the LRV Electromechanic training program.
- (4) Must possess a valid Commercial Driver's License.
- (5) Must pass a limited train operation exam for the safe operations of train movements in the yard/shop.
- (6) Must provide his/her tools.
- (7) Ability to perform physical requirements of the job.
- (8) Successful completion of training program and post-training qualification period.

LIGHT RAIL VEHICLE (LRV) MOVER

For the term of this agreement Metro agrees to establish two (2) jobs in the class of LRV Mover to be assigned to the 29th Street Yard with a job description to read as follows:

SUMMARY OF DUTIES

Operates Metro light rail vehicles (LRV's) and trains consisting of LRV's within the yard limits, and through the vehicle wash, assuming responsibility for the safe operation of such LRV's based on direction from Central Control, the Rail Dispatcher or other management representative. Performs routine vehicle checks to ensure safety for operation in the yard only. Communicates appropriate information to Central Control, supervisors, Electromechanics and others designated to receive such information. Will activate switches electrically or mechanically following the instructions of Central Control or the Rail Dispatcher to ensure proper routing; Works following MetroLink Operating Rules and Procedures.

1. Performs routine vehicle checks of LRV's to ensure safety for operation in the yard. Reports any problems or defects to the appropriate authority.
2. Operates LRV's in the yard and through the car wash in a safe manner in accordance with operating rules and procedures. Makes and breaks up train consists.
3. Operates yard switches through controls or manually. Activates switches, electrically or manually, as circumstances may warrant, to ensure correct routing.
4. Notifies Central Control of any emergency situations or other unusual conditions in the yard; requesting additional instruction or assistance as required.
5. Prepares written reports of accidents, incidents and unusual conditions in which there has been direct or indirect involvement or that affect the movement of trains or the condition of Metro property.
6. Operates LRV's through vehicle washing machinery and to proper location in the yard following established Standard Operating Procedures.
7. Notifies and turns in to proper authority all lost articles found on the LRV.
8. Reports observed defects and unsafe condition regarding tracks, switches and related equipment while operating LRV's, and other conditions that may affect the safe movement of trains to Central Control.

The Union and Metro agree that the work of moving LRV's in the yard will be assigned by Metro in a manner designed to accomplish the work in the

manner Metro determines to be most efficient and effective. Therefore, LRV Operators and Electromechanics will continue to move LRV's in the yard.

POSITION REQUIREMENTS

1. Ability to communicate with Central Control, supervisors and Electromechanics; ability to read and understand training materials, operating manuals and operating and safety rules directives; ability to prepare clear written reports of incidents and accidents.
2. No more than one (1) preventable accident in the twenty-four (24) months immediately preceding bid on LRV Mover job.
3. Possession of a current valid Commercial Driver's License.
4. Ability to perform the physical requirement of job.
5. Successful completion of training program and post-training qualification period.
6. LRV Mover jobs are subject to the provisions of this Agreement relating to bid and award procedures for light rail jobs.

Pay for LRV Movers:

Upon job award: \$0.25 per hour above the Bus Mover rate.

Upon qualification: \$0.55 per hour above the Bus Mover rate.

TRACK MAINTAINER:

A. Track Maintainers maintain the Agency's MetroLink light rail track systems made up of rail, and other track components.

The track maintainer is structured in three classifications: Track Maintainer I, Track Maintainer II, and Track Maintainer III. Employees in the job class of Track Maintainer as set out in the Agreement for the period 10/1/'98 – 9/30/'02 shall be classified Track Maintainer I.

B. The following requirements are applicable to all Track Maintainer job classes:

1. No more than one preventable accident for twenty-four (24) months prior to job bid.
2. Ability to perform all duties safely, efficiently and in compliance with all applicable rules and regulations with minimum supervision. This

includes the ability to operate any required high-rail, on-track and other vehicles for Maintenance of Way work.

3. Successfully pass the Metro Link Operating Rules Examination for Maintenance of Way (MOW) employees and Standard Operating Procedures. Employees are to be high-rail and flag qualified.
4. Must possess knowledge of first aid and safety practices and be able to demonstrate the same.
5. License: Possession of a current, valid Class A Commercial Drivers License is a requirement to hold this position and shall be acquired by the end of the qualification period.
6. Ability to perform the heavy physical requirements of the job, such as lifting rail parts and equipment weighing up to one hundred (100) pounds, and assisting in the loading, unloading and movement of ties, rails, and other heavy objects weighing over one hundred (100) pounds.
7. Successful completion of training program and post-training qualification period.
8. Call-out on a 24-hour basis in critical and emergency situations.

C. Following are summaries of the job duties for the three Track Maintainer classifications:

(1). Track Maintainer I

Must perform track work functions and other duties as assigned in a safe orderly and productive manner. The position requires the ability to safely operate high-rail, on-track and other vehicles necessary for the performance of track maintenance and repair. Must follow the instructions of Central Control while working on or near the right-of-way.

Meets job class requirements set out in Section B (above).

Major Duties and Responsibilities:

1. Installs, inspects, maintains, repairs, and replaces as required all components related to the track and roadbed of the Metro Link right-of-way. This includes, but not limited to rail sections, switch points, frogs, stock rails, ties, bridge and switch timbers, tie plates, cut spikes, and other fasteners.
2. Performs routine and emergency track maintenance and repair, including but not limited to; tamping, rail replacement, rail alignment, and track panel installation.
3. Operates equipment and vehicles as required in the performance of track maintenance functions, including tamping machines, on-track ballast regulator, cranes, backhoe, and other equipment required for MOW work.
4. Assists other workers in routine and emergency situations affecting the movement of trains over the right-of-way.

(2) Track Maintainer II

Track Maintainer's II will be required to have a minimum of two (2) years track experience, including construction, maintenance, and/or inspections. They will be required to fulfill the probationary period per

agreement, and pass the written exam and field review for a Track Maintainer II.

Meets job class requirements set out in Section B (above).

The Track Maintainer II job class will perform the duties and responsibilities of a Track Maintainer I and will also be responsible for, but not limited to, the following job duties:

1. They shall perform a thorough inspections of the right of way and track structure primarily intended for the detection of worn, damaged or defective track material or deviations that exceed the prescribed limits set for MetroLink approved track standards which may affect the safe operation of trains at authorized speed. Special inspections during extreme conditions will be required. They must also make note of any items that create a hazard to train operation and notify Central Control as soon as possible.
2. They shall submit, each day, a written report on the prescribed form to the Supervisor of Track Inspection advising the track inspected and exceptions taken.
3. They shall be observant of any work performed on or near the Right of Way by contractors, or others, and see that nothing is done that will interfere with the safety of the track or the movement of trains or cause damage to Agency property.
4. They will cooperate with signal department with the inspection and maintenance of insulated joints, insulated gage rods, switch rods and gage plates.
5. They shall, upon finding a track condition that makes the track unsafe for the passage of trains at the authorized speed for the territory, take the following action:
 - a) Provide proper flag protection to warn approaching trains.
 - b) Request the Controller to issue a general order reducing the speed over the track condition that will allow the safe passage of trains.
 - c) Make repairs to the extent possible.
 - d) If necessary to remove the track or switch from service, coordinate with central control or other designated employee, according to MetroLink Rules and Standard Operating Procedures.
 - e) Advise the Track Department Management Personnel of the action taken.

(3) Track Maintainer III

Track Maintainer's III will be required to have a minimum of three (3) years track experience, including construction, maintenance, and/or inspections, with a minimum of 1 year of track inspection experience. They will be required to fulfill the probationary period In accordance with the Agreement, and pass the written exam and field review for a Track Maintainer III.

Meets job class requirements set out in Section B (above).

The Track Maintainer III job class will perform the duties and responsibilities of a Track Maintainer I and Track Maintainer II and will also be responsible for, but not limited to, the following job duties:

1. Track Maintainer III will respond and direct crewmembers to make repairs to track exceptions found during track inspections. As a work leader, he or she shall assign work, check out finished work, assure that crews are working effectively, provide instruction and guidance to other employees, execute paperwork and perform such other work as is required for the efficient operation of the crew to which he/she is assigned. If the job requires it, The Track maintainer III may be relieved of his/her regular work responsibilities in order to function more effectively as a leader, providing, however, the Track Maintainer III shall not be required or allowed to exercise any disciplinary authority.
2. Track Maintainer III will be responsible for the safety of the crew and quality of work performed under their supervision, and shall do no work that will interfere with the safe passage of trains, except under proper protection.
3. Track Maintainer III will be responsible to ensure that their crew and work limits are protected in accordance with the MetroLink Rules and Standard Operating Procedures.
4. Track Maintainer III will see that the members of their work force are familiar with their duties and will instruct them as necessary in the proper procedures.
5. Track Maintainer III must assist in the work and see that those under their supervision faithfully perform their duties.
6. Track Maintainer III must cooperate with all Rail Systems departments on work involving Signal, Traction Power and Track components.
7. Track Maintainer's III are personally responsible for the opening and closing of switches and derails used by their personnel, and must know that they are left in proper position and secured.
8. Track Maintainer III will see that scrap is not left lying along the track and that their work area and the right of way is kept in a neat condition.
9. Track Maintainer III must avoid the waste of material. They must examine all material when received, and any that is defective or that does not meet requirements must be laid aside and reported. Material proving defective after installation shall be reported promptly to the Track Department Management Personnel.
10. Track Maintainer III will take proper care of tools and machines and see that they are properly stored and placed where they will not endanger employees or the operation of trains. Any tools deemed unsafe will be visibly marked and taken out of service.
11. Track Maintainer III is responsible for any equipment assigned to them and must see that it is properly maintained in accordance with instructions.
12. Track Maintainer III must see that all work done under their supervision is performed in a quality manner conforming to standard practice and are responsible for seeing that the track upon which their forces have worked is in a safe condition prior to the passage of trains and on the completion of the work.

13. Performs welding necessary to repair track and track-related equipment, including but not limited to: thermite welding, and electrical arc welding.
14. Track Maintainer III shall comply with the rules, bulletins, circulars, standards, plans and special instructions in the execution of work under their charge.

D. Top Hourly rates for pay progression:

The hourly pay rates set out below will be increased by contractual increases granted during the term of the Agreement for the period starting 10/1/'02.

Job Title	Top Hourly Rates	
	<u>9/1/02</u>	<u>Agreement for period starting 10/1/'02</u>
Track Maintainer I	\$18.68	TBD
Track Maintainer II	N/A	Track Maintainer I Top Hourly rate plus \$0.68 per hour.
Track Maintainer III	N/A	Track Maintainer I Top Hourly rate plus \$1.37 per hour.

APPENDIX B

MEMORANDUM OF UNDERSTANDING

June 21, 1995

Mr. Robert Bartlett
President
Division 788, A.T.U.
1611 South Broadway
St. Louis, Missouri 63104

RE: Air Quality

Dear Mr. Bartlett:

This is in response to the Union's concern regarding Air Quality Testing at the Agency's working areas.

The Agency hereby agrees that the Air Quality at its bus operating facilities will be tested at least twice a year and the results of such tests will be shared with Division 788, Amalgamated Transit Union. These tests will measure air quality based on O.S.H.A. and E.P.A.. standards.

Very truly yours,

Juliette E. Douglas
Deputy General Manager of
Human Resources, Budget & Grants

c: John K. Leary, Jr.
Raymond S. Jurkowski
Thomas Sehr
Nathan Kniker

APPENDIX C

MEMORANDUM OF UNDERSTANDING

May 19, 1999

Within ninety (90) days of ratification, the Agency and the Union will meet To discuss the details of implementing a four-day workweek at the Main Shop (maintenance). Provided there is a practical means of doing so and both parties agree, a trial period will be implemented. Following the trial period, either party may elect to discontinue the schedule. Likewise, if both parties agree, the schedule may be continued and/or expanded to other groups.

Division 788, A.T.U.

Bi-State Development Agency

In witness whereof, the parties hereto, by their duly authorized officers have executed this agreement at St. Louis, Missouri on this day of 2008.

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For Metro:

For ATU Local 788

Robert Baer
President and CEO

H. Dennis Allen
Director of Labor Relations

Ray Friem
Chief Operating Officer
Transit Operations
