

**AGREEMENT BETWEEN
LOCAL 1287, AMALGAMATED TRANSIT UNION
AND
KANSAS CITY AREA TRANSPORTATION AUTHORITY
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ARTICLE I
General Provisions

Section 1.1. Purposes of Agreement.

The purposes of this Agreement are: to assure adequate and dependable local transit service to the public without interruption or impairment by labor disputes or controversies, it being recognized by the parties hereto as a fundamental principle of public utility operation that the public interest is paramount and is not to be adversely affected by any dispute or controversy which may arise hereunder between the parties hereto; to provide procedures for the adjustment of all grievances and disputes arising hereunder, including final resort to arbitration if necessary, to recognize the Union as the duly certified collective bargaining agency for the classifications of employees in the collective bargaining unit and to provide for its security; to prescribe the wage rates, hours of work, working conditions and other conditions of employment for said classifications of employees; and to set forth various other provisions relative to the rights, privileges, duties and obligations of the contracting parties hereto and of those affected hereby; all upon the terms and conditions hereinafter stated.

It is recognized by the contracting parties that the welfare of the employees depends upon the welfare of the Authority, which in turn is dependent upon the good will and patronage of the public in the communities served; and, since these mutual advantages can only be gained by giving the highest type of service, the Union agrees to exert every reasonable effort to raise the standard of ability and efficiency of the employees in order that they may become increasingly proficient in their duties and make the service more desirable and attractive to the public; and the Authority agrees to cooperate in these efforts.

Section 1.2. Definitions.

Certain terms are used throughout this Agreement and are here defined to have the following meanings, respectively, wherever so used:

"Straight hourly rate" means the rate listed in Article VIII hereof, entitled "Job Classifications and Wage Rates", as the rate applicable to any particular job classification;

"Regular rate" means the straight hourly rate and any overtime rate applicable to any particular job classification under the provisions of this Agreement;

"Premium pay" means the amount paid, in addition to the regular rate, for performing certain specified types of work, and shall not be added to the regular rate in computing overtime; and

"Continuous service" or "continuous unbroken service" are used

1 interchangeably and each means continuous service in the
2 employ of the Authority and in the employ of any private transit
3 company or common carrier of passengers whose physical
4 properties were purchased by the Authority, including
5 employment by the State of Missouri on the property of any of
6 said private companies (during any period of seizure of the
7 property of any of said companies by the State).
8

9 The various terms used herein shall be applied in their usual
10 everyday usage, except (a) that the term "employee" or "employees" as
11 used herein shall mean only those in the collective bargaining unit
12 covered hereby, and (b) that words indicating male employees shall
13 include female employees, unless in either instance the context clearly
14 otherwise requires.
15

16 **Section 1.3. Nondiscrimination.**

17
18 (a) There shall be no discrimination by either party because of
19 membership in any labor organization and neither party shall exert
20 any pressure on or discriminate against any employee with regard to
21 such membership. There shall be no discrimination against any
22 employee acting as a Union representative.
23

24 (b) The Authority and the Union agree to abide by all applicable
25 State and Federal laws regarding nondiscrimination. Neither party
26 will discriminate against an employee on account of race, color,
27 religion, creed, sex, sexual orientation, age, disability, citizenship,
28 national origin or ancestry.
29

30 **Section 1.4. Past Practices.**

31
32 A past practice is an agreement either oral or written, to handle
33 a particular factual situation in a given manner. In order for such
34 past practice to exist it must be (1) unequivocal; (2) clearly enunciated
35 and acted upon; (3) readily ascertainable over a reasonable period of
36 time.
37

38 All past practice agreements between the parties that have not
39 been reduced to writing and signed by the parties shall be considered
40 void as of July 1, 1979.
41

42 No past practices may be established after the execution of this
43 contract unless reduced to writing at the time of the establishment of
44 the practice.
45

46 **Section 1.5. Employees to Whom Applicable.**

47
48 This Agreement shall apply to all present and future employees
49 of the Authority who are within the job classifications set forth in 8.1,
50 8.3 and 8.4 of this Agreement and to no other employees.
51

52 The term "employees", as used in the preceding paragraph of this

1 Section, shall include "probationary" and "temporary" employees as
2 hereinafter in this paragraph defined, except that (a) the death,
3 disability and social welfare insurance provided for in Section 1.22
4 shall not apply to probationary or temporary employees, and (b) the
5 grievance procedure provided for in Section 1.13 shall not apply to
6 probationary or temporary employees upon discharge or suspension,
7 nor shall said grievance procedure apply to such employees when
8 discipline other than suspension is imposed unless it is claimed that
9 such other discipline violates any other provision of this Agreement.

10
11 The term "probationary employees", as used herein, shall mean
12 those who have not completed the probationary periods prescribed by
13 their respective Department Directors and been accepted by the
14 Authority for permanent employment. All probationary periods shall
15 be forty-four (44) complete days actually worked in all Seniority Units.
16 The probationary period for a bus operator begins when he receives
17 his badge. No employee shall be allowed to bid a job during his
18 probationary period.

19
20 Part-time employees who have completed the required
21 probationary periods as provided for in this Agreement shall not be
22 deemed as probationary employees when they attain full-time status
23 except as provided for in Sections 3.18, 4.8 and 7.8.

24
25 The term "temporary employees", as used herein, shall mean
26 those who are hired for a maximum of ninety (90) days, whereupon
27 they must either become permanent employees or be released; and it
28 is understood that when such temporary employees are hired it will
29 be with a definite job or program in mind and that they will be
30 assigned in good faith thereto and will be used on that program
31 exclusively while weather or operating conditions permit and will only
32 be assigned to other work when weather interferes with said definite
33 job or program or when such action is required in good faith for proper
34 operations. Such temporary employees shall not be so used as to
35 deprive permanent employees of normal work or to result in layoffs of
36 permanent employees.

37
38 The Union shall be notified when a temporary employee is hired.
39 Such notification shall include the specific job that will be assigned
40 and the date of hire.

41
42 After ninety (90) days of temporary employment, the Authority
43 must confer with the Union for job extensions. After ninety (90) days
44 of temporary employment, the temporary help must be removed from
45 the position and not allowed to work at that position for at least thirty
46 (30) days, except when necessary to avoid unreasonable hardship to
47 the Authority because of an unexpected delay in the return of the
48 permanent employee.

49
50 It was agreed to delete all references to Collectors throughout the
51 present Agreement. In the event that Collectors are reinstated, the
52 pay differential between Collectors and Bus Operators provided for in

1 the November 1, 1973 Agreement will be applied.
2

3 **Section 1.6. Effective Dates.**
4

5 The various provisions of this Agreement shall take effect as of
6 the date of execution hereof, except as otherwise specified herein.
7

8 **Section 1.7. Duration - Termination - Change.**
9

10 This Agreement shall continue in force and be binding upon the
11 respective parties hereto, and those represented thereby, to and
12 including December 31, 2021, and thereafter from year to year ending
13 December 31, subject, however, to termination or change as
14 hereinafter in this Section provided. Either party hereto may
15 terminate this Agreement on December 31, 2021, or any succeeding
16 December 31, by serving a written notice to that effect upon the other
17 party at least ninety (90) days prior to the date of termination and
18 thereupon (unless the notice be withdrawn in writing at least thirty
19 (30) days prior to such December 31) all of the rights, privileges, duties
20 and obligations hereunder of the respective parties hereto, and of
21 those represented thereby, shall cease and terminate at one minute
22 before midnight on said December 31, subject to full and faithful
23 performance by each party of the agreements herein contained on its
24 part to be performed up to and including such date.
25

26 At the expiration of the initial period of this Agreement (i.e.,
27 December 31, 2021), or at the expiration of any succeeding year
28 thereafter (ending December 31), if said Agreement then be in effect
29 and notice of termination has not been given or has been withdrawn,
30 if given, changes may be made herein, or in any Article or Section
31 hereof, by agreement between the contracting parties, with final resort
32 to arbitration as hereinafter provided in this paragraph, if that be
33 necessary. The party or parties hereto desiring such change or
34 changes shall notify the other party in writing of the desired change
35 or changes, in such reasonable detail as to make same clear and
36 understandable, at least sixty (60) days prior to December 31, 2021,
37 or any succeeding December 31 during the duration of this
38 Agreement; whereupon the change or changes requested shall be
39 promptly considered by the duly accredited representatives of the
40 Union and the duly accredited representatives of the Authority in joint
41 session, and any change or changes agreed upon shall be incorporated
42 in and become part of this Agreement, effective as of such date or
43 dates (in no event prior to the December 31, next succeeding the date
44 of such notice) as the parties may agree and, should the parties be
45 unable to agree upon the change or changes desired or the effective
46 date or dates thereof, after all reasonable efforts to do so, and notice
47 of termination of this Agreement has not been given or has been
48 withdrawn, if given, resort shall be had to the arbitration procedure,
49 as provided in Section 1.14.
50
51
52

1 **Section 1.8. Parties Bound Hereby.**
2

3 This Agreement shall bind the parties hereto, their respective
4 successors and assigns, and those represented by them; and
5 whenever reference is made hereto to the Union or the Authority it
6 shall be construed to mean any successors or assigns thereof; and
7 whenever reference is made herein to this Agreement or to any terms
8 thereof, it shall be construed to mean this Agreement as originally
9 executed or as in effect from time to time as extended or changed as
10 hereinbefore provided.

11
12 This Agreement is made exclusively for the benefit of the parties
13 hereto and the employees represented thereby, and no other party
14 whatsoever shall have the right to base any claim or cause of action
15 hereon, or to sue for the enforcement hereof, or for the recovery of
16 anything of value hereunder; and nothing herein contained is
17 intended to change the suable status of the Union as a voluntary
18 unincorporated association.

19
20 **Section 1.9. Agreement Executed in Triplicate - Copies to be**
21 **Furnished.**
22

23 This Agreement shall be executed in triplicate, each of which so
24 executed shall be deemed an original, and a triplicate original shall
25 thereupon be deposited with the Authority, with the Union and with
26 the International; and the Authority will in due course have perfected
27 copies prepared and distributed to Union officials and to each
28 employee in the unit whether employed at the time of the execution of
29 this Agreement or thereafter.

30
31 Any work done in connection with the preparation of the contract
32 by a commercial printer will be done by a union printer.
33

34 **Section 1.10. Union Recognition and Security.**
35

36 The Authority recognizes the Union, during the existence of this
37 Agreement, as the collective bargaining agency for all present and
38 future employees of the Authority who are within the job
39 classifications set forth in Sections 8.1, 8.3, and 8.4 of this Agreement
40 and no other employees, and probationary and temporary employees
41 (as defined in, and subject to the limitations contained in Section 1.5);
42 but the Union will not include or retain in its membership any
43 employee who is appointed to a permanent position conferring the
44 power of discipline in the way of hiring, suspending, or discharging
45 employees under them or any employee who, by promotion or
46 otherwise, comes within a job classification not set forth in Article VIII
47 of this Agreement, provided, that if any such exempted employee is
48 demoted to or reclassified into a job classification set forth in Article
49 VIII of this Agreement, the employee shall be subject to the Union
50 security provisions hereinafter in this Section contained on the
51 thirtieth day following the effective date of such demotion or
52 reclassification.

1
2 All employees for whom the Union is recognized as the collective
3 bargaining agency, as specified in the preceding paragraph of this
4 Section, shall be required, as a condition of employment, to be
5 members of the Union for the duration of this Agreement, subject
6 however, to the following condition: that anyone becoming an
7 employee shall be required to become a member of the Union on the
8 thirtieth day following the beginning of such employment if he has not
9 voluntarily joined prior to such thirtieth day. The "thirtieth day"
10 specified herein shall be computed from the date as of which an
11 employee is entered on the rolls in a job classification set forth in
12 Article VIII of this Agreement. (See Sections 3.18, 4.8 and 7.8 of this
13 Agreement.)
14

15 The Authority shall provide representatives of the Union with the
16 opportunity to present an orientation meeting, which shall last no
17 longer than one hour, to all new hires who are to be employed in
18 positions covered under this Agreement, during their orientation
19 periods. New hires shall be paid by the Authority for time spent in
20 this orientation meeting, which shall take place on Authority property
21 during the regular working day. Union representatives presenting at
22 the meeting shall be paid by the Union.
23

24 **Section 1.11. Check-Off.**
25

26 The Authority will deduct initiation fees, dues and general
27 assessments of members of the Union from their pay, and will deliver
28 the amount so deducted to the Union, subject to the following terms
29 and conditions: such deductions shall be made in equal amounts from
30 earnings of the first two pay periods in each calendar month; but if
31 the pay so earned during any pay period is not sufficient to cover the
32 deduction plus any other authorized deductions, then no such
33 deduction shall be made and the Authority will furnish to the Union a
34 list of such authorized deductions not taken, provided, that if a
35 member leaves the service of the Authority in any month before the
36 deduction applicable to that month has been made, then the
37 deduction shall be made from any pay due him at that time if the pay
38 so due him is sufficient to cover that deduction plus any other
39 authorized deductions; the amounts so deducted from the pay periods
40 as above defined (including amounts specified above for employees
41 leaving service), shall be delivered in a lump sum to the Financial
42 Secretary-Treasurer of the Union within ten (10) days after each
43 applicable payday in each calendar month; and deductions shall only
44 be made when the Authority is voluntarily requested and authorized
45 so to do by the member by a written request and authorization
46 reserving to the member the right to cancel same at any time in his
47 uncontrolled discretion, such request and authorization to be in a
48 form mutually acceptable to the Authority and the Union. The
49 Authority will advise the Union of the Authority official or other
50 individual to contact regarding the handling of check-off matters.
51

52 The Financial Secretary-Treasurer of the Union will in due course

1 file with the Authority an executed original of any such request and
2 authorization executed by a member of the Union, with the Financial
3 Secretary-Treasurer's "O.K." endorsed thereon, whereupon the
4 Authority will promptly acknowledge such filing of same, showing date
5 of filing. Upon any cancellation notice being filed with the Authority,
6 it shall, within three (3) days thereafter, transmit an executed original
7 thereof, showing date of filing, to the Financial Secretary-Treasurer of
8 the Union.

9
10 No request and authorization for check-off need (but may) be
11 honored by the Authority during any period that this Agreement is not
12 in effect; and, pending the execution and filing of requests and
13 authorizations under this Agreement, the Authority will honor
14 uncanceled requests and authorizations which may have been filed
15 under prior agreements, and shall be fully protected in so doing.

16
17 Upon written notice from the Financial Secretary-Treasurer of the
18 Union to the Authority, advising that the schedule of monthly dues
19 has been duly changed and requesting that all uncanceled requests
20 and authorizations then on file, specifying a different amount of such
21 dues to be deducted, shall be canceled as of a specified date (not less
22 than two (2) weeks thereafter), the Authority shall do so without
23 further authorization from anyone being required and shall not be
24 liable to anyone for such action or for any further deduction of dues
25 under the requests and authorizations so canceled.

26
27 Nothing contained in this Section shall be deemed to require the
28 Authority to check-off initiation fees, dues and general assessment, or
29 any thereof, or to render the Authority liable to anyone for failing to
30 do so, if such check-off should be prohibited by an applicable Federal
31 or State law. The Union agrees to indemnify and hold harmless the
32 Authority from any and all liability, actions, claims, and demands of
33 any kind by any member of the Union by reason of any deduction
34 withheld from any employee's pay under the provisions of this Section.

35
36 **Section 1.12. Management - Discipline.**

37
38 (a) The Union recognizes that the management of the business,
39 including the right to direct the working forces, to prescribe, effectuate
40 and change service and work schedules consistent with and not
41 contrary to any specific provisions contained in this Agreement, to
42 plan and control corporate operations, to introduce new or improved
43 facilities or operating methods, to relieve employees from duty because
44 of lack of available work or for other legitimate reasons, to transfer
45 them, to determine the minimum qualifications of experience, health
46 and physical and mental fitness for any job covered hereby and to
47 appraise the qualifications of any individual therefor, is vested
48 exclusively in the Authority; subject, however, to the seniority rules
49 and grievance procedure hereinafter set forth as concerns any
50 employee to whom this Agreement is applicable and who may be
51 relieved from duty or transferred or whose qualifications may be
52 questioned.

1
2 The Authority shall have the right to require appropriate medical
3 examinations from time to time by competent doctors in order to
4 maintain adequate and safe standards of service to the public and to
5 minimize employee accidents; provided, that any employee to whom
6 this Agreement is applicable and who may be adversely affected in his
7 position or earnings as a result of an adverse medical report by an
8 Authority doctor shall have the right to present as a grievance, for
9 action in accordance with the grievance procedure hereinafter set
10 forth in Section 1.13, the question of his physical or mental fitness.
11

12 (b) The Union further recognizes that the power of discipline is
13 vested exclusively in the Authority, and it will not attempt to interfere
14 with or limit the Authority in the discharge or discipline of its
15 employees for just cause; subject, however, to the right of any
16 employee to whom this Agreement is applicable and who may be
17 discharged or disciplined, to present as a grievance, for action in
18 accordance with the grievance procedure hereinafter in Section 1.13
19 set forth, the question whether he has been discharged or disciplined
20 for just cause; but neither (a) the appointment, promotion, demotion,
21 discharge or discipline by the Authority of any individual to or in any
22 official, supervisory or other classification excluded from the collective
23 bargaining unit of employees to which this Agreement is applicable,
24 nor (b) the retention in service, discharge or suspension by the
25 Authority of a probationary or temporary employee (as defined in
26 Section 1.5), shall present a grievance hereunder or be subject to the
27 provisions hereof, and the Authority's action in relation thereto shall
28 be final; nor shall any other discipline imposed upon a probationary
29 or temporary employee present a grievance hereunder or be subject to
30 the provisions hereof unless it is claimed that the discipline thus
31 imposed violates any other provision of this Agreement.
32

33 (c) The Union covenants that its members shall render faithful
34 service in their respective positions and will cooperate with the
35 management in the efficient operation of the business and in fostering
36 friendly relations between the Authority and the general public; that
37 they will be courteous to passengers and to others with whom they
38 come into official contact; that they will at all times seek to protect the
39 property of the Authority from injury at their own hands or at the
40 hands of others: that, in the handling of equipment and other property
41 of the Authority, they will at all times comply to the best of their ability
42 with the rules of the Authority and with the applicable Federal, State
43 and Municipal laws, ordinances, regulations and orders, and will
44 make every effort to prevent injury to property and person; and that
45 upon the Authority bringing to its attention any alleged fraudulent
46 handling of funds or fares or other wrongful practices, the Union will
47 assist the Authority in eliminating such malpractices.
48

49 (d) Suspension means a total cessation of work and pay for the
50 calendar days specified. Suspensions shall not deprive employees of
51 Holiday pay for which they are otherwise qualified.
52

1 (e) Warning slips may remain in an employee's file but shall not
2 be considered after twelve (12) months for the purpose of progressive
3 discipline, but may be considered in reviewing the employee's record
4 only for determining whether moderation of discipline is warranted.
5

6 (f) Employees shall cooperate with the Management upon call in
7 all matters of mutual interest, but no employee to whom this
8 Agreement is applicable shall be called before an official in connection
9 with the investigation of a matter which may involve his discharge,
10 suspension or other discipline unless so called within four (4) weeks
11 (Saturdays, Sundays, and holidays excepted) in cases of alleged
12 misappropriation of fares or other property, and within ten (10)
13 working days, Monday through Friday, except holidays, in other
14 cases, after notice of the alleged offense has come to the attention of
15 management; and if the employee is discharged, suspended or
16 otherwise disciplined as a result of such investigation and believes
17 himself to be aggrieved thereby, he shall have the right to proceed
18 before his Superintendent, Lead Foreman, Manager or Director when
19 none of the others exist, under the grievance procedure set forth in
20 Section 1.13, by presenting the matter to the appropriate official
21 within seven (7) days (Saturdays, Sundays and holidays excepted)
22 after such disciplinary action.
23

24 (g) If, after discussion with the employee, it is evident disciplinary
25 action is indicated, the employee will be told to contact a Union
26 representative before finalization of the disciplinary action. It is
27 understood that the employee has the right to waive Union
28 representation if he so desires.
29

30
31 (h) Employees shall be called in and notified in writing of any
32 disciplinary actions placed in the employee's record. Customer
33 complaints that have not been investigated and verified shall not be
34 used as a basis for disciplinary action.
35

36 (i) An employee who is suspended will not be permitted to return
37 to work until all suspension time has been served. The days of
38 suspension will be consecutive unless interrupted by assigned day(s)
39 off or otherwise specified in an agreement between the Union and
40 Management.
41

42 **Section 1.13. Grievances.**
43

44 Any employee to whom this Agreement is applicable and who
45 claims to be aggrieved by any action of the Authority or its officials,
46 whether occasioned by discharge, suspension or other discipline or
47 whether because of alleged unjust treatment or failure to apply to him
48 any of the benefits of this Agreement to which he believes himself
49 entitled, may proceed in accordance with the following grievance
50 procedure (except that when an employee has been discharged,
51 suspended or otherwise disciplined after an investigation under the
52 final paragraph of the preceding Section hereof, he may go directly to

1 his Superintendent, Lead Foreman, Manager or Director when none
2 of the others exist, as in Section 1.12(f) provided). Saturdays,
3 Sundays and holidays will not be considered in computing the time in
4 the following steps.

5
6 1. The Employee, or his accredited Union representative, shall
7 personally and informally present the alleged grievance to the
8 Dispatcher, Foreman or other official immediately superior to him in
9 rank, within seven (7) days after same has come to his attention,
10 otherwise it shall not be considered; and, in presenting such alleged
11 grievance, the Employee may be accompanied by a duly accredited
12 representative of the Union if he so desires; and if such alleged
13 grievance is presented in time and is not adjusted to his satisfaction
14 within two (2) days thereafter; then

15
16 2. The Employee shall present his alleged grievance in writing
17 on the proper grievance form, either individually or through a duly
18 accredited representative of the Union, to his Superintendent, Lead
19 Foreman, Manager or Director at a time to be agreed upon with the
20 latter, when none of the others exist, within five (5) days after his
21 immediate superior has acted or should have acted. If not adjusted
22 in writing to his satisfaction within five (5) days after presentation,
23 then

24
25 3. The Employee may appeal to the Director, or his designated
26 representative by filing therewith, individually or through a duly
27 accredited representative of the Union and within five (5) days after
28 the Superintendent, Lead Foreman or Manager has acted or should
29 have acted, a complaint in writing, setting forth the alleged grievance
30 and stating the action of the Superintendent, Lead Foreman or
31 Manager; whereupon the Director or his designated representative,
32 shall set the case down for a hearing at a specified place, date and
33 time not more than seven (7) days thereafter, giving at least two (2)
34 days' notice thereof to the Employee or his representative, and shall
35 render a decision thereon in writing and deliver copies thereof to the
36 Employee and to the President of the Union within five (5) days after
37 the close of the hearing. The third step of the grievance procedure will
38 be held either during working hours or immediately preceding, or
39 immediately following the Employee's run or shift. If held during
40 nonworking hours and the grievance is upheld, the grievant will be
41 paid up to one-half (1/2) hour at his regular hourly rate.

42
43 4. If the Director's decision is not satisfactory, then the dispute
44 may be referred to arbitration by the Union by delivering a notice of
45 intent to arbitrate to the Deputy General Manager within five (5) days
46 of the Union's receipt of his decision. Arbitration shall be invoked only
47 by the Union and, if it is not, the dispute shall be resolved according
48 to the last answer in the grievance procedure. The Union may
49 intervene and participate in the handling of a grievance or dispute at
50 any level of the grievance procedure and no settlement may be reached
51 between the Authority and an employee at Step 2 or above without the
52 Union's knowledge and approval. The Union and Authority may

1 mutually agree to settle, compromise, dismiss or resolve any dispute,
2 disagreement, claim, controversy or problem at any time or at any
3 grievance step before the Arbitration Board issues its final and binding
4 decision. The matter may be submitted to regular or expedited
5 arbitration. Expedited arbitration must be by mutual consent.

6 (a) Expedited Arbitration. To invoke expedited arbitration the
7 Union must serve written notice upon the Authority within five (5)
8 working days of the Director's decision stating its intention to invoke
9 the expedited arbitration procedure. All time limits concerning
10 expedited arbitration may be changed or modified in a particular case
11 by the express mutual agreement of the parties.
12

13 The Authority and the Union shall attempt to have drawn up and
14 ready for selection, a list of mutually acceptable arbitrators who may
15 be contacted directly for the expedited arbitration. Should this not
16 have been done, or should no arbitrator on the list be available, and
17 should the parties within twenty-four (24) hours be unable to agree
18 upon an arbitrator, they shall immediately contact the office of the
19 American Arbitration Association to request the first available
20 arbitrator who can hear the case.
21

22 In the event of death, disability, or subsequent unavailability of
23 the selected or designated arbitrator within the time limits prescribed
24 in this provision, the parties shall select another arbitrator within
25 twenty-four (24) hours, and, failing such mutual selection within two
26 (2) days, either party may request that the American Arbitration
27 Association make a designation of an available arbitrator.
28

29 The arbitrator shall hold an arbitration hearing as expeditiously
30 as possible, but in no event later than forty-eight (48) hours after
31 receipt of said notice. The decision of the arbitrator shall issue
32 forthwith and in no event later than twenty-four (24) hours after the
33 conclusion of the hearing. The arbitrator's written opinion will follow
34 within fifteen (15) days. The arbitrator's decision shall be final and
35 binding on the Authority and grievant.
36

37 The arbitration proceedings shall be held at the Authority
38 property or such other place as designated by the arbitrator or agreed
39 upon by the parties.
40

41 (b) Regular Arbitration. Each party shall, within five (5) days
42 of the Union's notice of intent to arbitrate, appoint a member of said
43 Arbitration Board and deliver written notice thereof to the other party,
44 or otherwise forfeit its case. The two (2) members thus appointed shall
45 forthwith proceed to select an additional member of the Board (who
46 shall be an impartial and disinterested person); but should the two (2)
47 members first selected fail to agree upon the other member within ten
48 (10) days after being appointed, they shall request the American
49 Arbitration Association to furnish a list of seven (7) members of the
50 National Academy of Arbitration or a list of seven (7) arbitrators from
51 the Federal Mediation and Conciliation Services, at the discretion of
52 the party initiating arbitration, from which the third member shall be

1 selected. Within five (5) days after receipt of such a list, the two (2)
2 members shall determine by lot the order of elimination, and
3 thereafter each shall in that order alternately eliminate one name until
4 only one name remains. The remaining person on the list shall be the
5 third member of the Arbitration Board. Any vacancy in the Arbitration
6 Board shall be filled in like manner as the predecessor member was
7 selected. Multiple grievances may be submitted to the same arbitrator
8 only if they arise out of the same factual situation, involved the same
9 contract clause or work rule, or with the consent of the parties.

10
11 The Arbitration Board as thus constituted shall promptly proceed
12 to hear the case and render a decision thereon and the decision of a
13 majority thereof shall be final; provided, that the party appealing to
14 the Arbitration Board shall bring the case on for hearing within ninety
15 (90) days after the third member has been appointed, unless extended
16 by mutual agreement, else the appeal shall be deemed abandoned and
17 the case closed. The Arbitration Board shall make every reasonable
18 effort to render its decision within thirty (30) days from the date of the
19 completion of the hearing in the proceedings, or within such longer
20 period as the parties to the proceedings may mutually agree upon in
21 writing. All decisions of the Arbitration Board shall be in writing in
22 triplicate, signed by at least a majority thereof, and the originals
23 thereof shall be filed with the Authority, the employee and the Union.

24
25 5. All costs for the hearing and service of the arbitrator shall be
26 borne by the parties jointly. Each party will bear the expense of its
27 representatives and for the presentation of its own case.

28
29 6. In the aforesaid first step of the grievance procedure the
30 Employee may be requested to be present. In the aforesaid
31 subsequent three (3) steps, or any thereof, he shall have the right to
32 be present if he so desires, and he shall be present in person if he or
33 his representative is so requested by the official of the Authority
34 conducting the hearing or the party representing the Authority before
35 the Arbitration Board (as the case may be).

36
37 7. When a case is submitted to an Arbitration Board, the
38 Authority and the employee involved (or his representative) shall
39 jointly present a statement in writing of the specific issue or issues to
40 be decided, based upon the record before the Department Director (or
41 his designated representative) and the Arbitration Board shall confine
42 its decision to the issue or issues so presented; and no such
43 Arbitration Board shall be authorized to deal with wage, hours of
44 service or working condition controversies of a general nature but
45 shall be limited to considering and acting upon individual grievances
46 as hereinbefore provided. If the parties cannot agree upon such a joint
47 statement, each party may submit a written statement of the specific
48 issue or issues believed by it to be involved, subject to written
49 objection by the other party, and from such statements, objections
50 and the record before the Department Director (or his designated
51 representative) the Arbitration Board shall determine the specific
52 issue or issues before it and notify each party thereof in writing at the

1 start of the case.
2

3 8. The expense of each proceeding before an Arbitration Board,
4 including reasonable compensation to the impartial and disinterested
5 member, shall be equally divided between the parties, except that each
6 party shall bear the expense of the member selected by it, its witnesses
7 and the production of its evidence; and, in any grievance proceeding
8 before an official of the Authority or an Arbitration Board, each party
9 may present such witnesses and evidence as it deems material to the
10 issue or issues involved and shall bear the expense thereof.
11

12 9. If, as concerns any grievance presented, the decision of the
13 immediate superior official, Superintendent, Lead Foreman, Manager
14 or the Director when none of the others exist, the Department Director
15 or Arbitration Board, or any of them, shall sustain the position of the
16 employee, the latter shall be awarded such remedy as the Arbitrator
17 shall determine, less any interim earnings or unemployment
18 compensation.
19

20 **Section 1.14. Labor Disturbances - Disputes - Arbitration.**
21

22 (a) Covenants against Strikes and Lockouts, etc. It is hereby
23 solemnly covenanted by and between the parties hereto, and is to be
24 understood to be a part of the employment contract of every employee
25 to whom this Agreement is applicable: (1) that there shall be no
26 lockouts, strikes, walkouts or interference with or interruptions of
27 service during the period of this Agreement; (2) that any alleged
28 grievance of any individual employee which may arise hereunder shall
29 exclusively be subject to and dealt with under the grievance procedure
30 prescribed in Section 1.13 except that, where the alleged grievance
31 involves the interpretation of any term or provision of this Agreement
32 which will equally apply, as so interpreted, to all of the employees
33 covered hereby or to any specific classification or classifications of
34 such employees, the controversy shall be deemed a "dispute" under
35 clause "(3)", next following, and handled as therein provided; and (3)
36 that any dispute which may arise hereunder between the Authority
37 and the Union, involving the rights or obligations of either or both of
38 them hereunder, or involving the interpretation of any term or
39 provision of this Agreement which will equally apply, as so interpreted,
40 to all of the employees covered hereby or to any specific classification
41 or classifications of such employees, shall be the subject of negotiation
42 in good faith between the duly accredited representatives of the parties
43 hereto in an effort to adjust same to their mutual satisfaction, and
44 that any dispute which cannot be so adjusted shall be submitted to
45 and settled by arbitration as hereinafter in this Section provided.
46

47 If any member or members of the Union engage in a strike,
48 walkout or sit-down, the Union will forthwith take action in good faith
49 to attempt to end same and to prevent a recurrence thereof; and in
50 case the Authority violates the foregoing covenant by a willful lockout,
51 or in case the Union, or a majority of its members employed by the
52 Authority violates such covenant by a willful strike, the party

1 adversely affected may, at its option, declare this Agreement to be
2 canceled as of a date specified (not less than ten (10) days thereafter),
3 by serving written notice to that effect upon the other party,
4 whereupon, unless such lockout or strike forthwith ends and the
5 cancellation notice is withdrawn, this Agreement shall be deemed
6 automatically canceled as of the date so specified; provided, that if
7 either party shall deny, by a written notice served upon the other party
8 prior to the specified cancellation date, that it has in fact violated the
9 foregoing covenant by a willful strike or lockout (as the case may be),
10 such denial shall create a dispute within the intendment of the
11 preceding paragraph hereof and, as such, may be submitted to
12 arbitration as hereinafter in this Section provided.
13

14 (b) Arbitration. In the case of any labor dispute where collective
15 bargaining does not result in agreement after all reasonable efforts to
16 agree in good faith, the same may be submitted at the written request
17 of either party to a Board of Arbitration composed of three (3) persons
18 as hereinafter provided, one to be chosen by the Authority, one to be
19 chosen by the Union, and the two thus selected to select a third
20 disinterested arbitrator; the findings of the majority of said Board of
21 Arbitration shall be final and binding on the parties thereto; all
22 contract conditions shall remain undisturbed and there shall be no
23 lockouts, strikes, walkouts or interference with or interruption of
24 service during the arbitration proceedings.
25

26 Every party shall appoint its arbitrator within five (5) days after
27 notice of submission to arbitration has been given. If the two
28 arbitrators selected by the parties are unable to agree upon the
29 selection of the third arbitrator within five (5) days from the date of
30 appointment of the second-named arbitrator, then either arbitrator
31 may request the American Arbitration Association to furnish a list of
32 seven (7) members of the National Academy of Arbitrators from which
33 the third arbitrator shall be selected. The arbitrators appointed by the
34 parties shall, within five (5) days after the receipt of such list
35 determine by lot the order of elimination, and thereafter each shall in
36 that order alternately eliminate one name until only one name
37 remains. The remaining person on the list shall be the third
38 arbitrator. In each instance, the foregoing time limits are exclusive of
39 Saturday, Sunday and holidays. Such time limits may be extended
40 by mutual agreement of the parties in writing.
41

42 The term "labor dispute" shall be broadly construed and shall
43 include any controversy concerning wages, salaries, working
44 conditions or benefits, including health and welfare, sick leave,
45 insurance or pension or retirement provisions, the making or
46 maintenance of collective bargaining agreements, the terms to be
47 included in such agreements, the interpretation or application of such
48 agreements, the adjustments of grievances, any claim, difference, or
49 controversy arising out of or by virtue of any of the provisions of this
50 Agreement.
51

52 The Arbitration Board shall make every reasonable effort to

1 render its decision within thirty (30) days from the date of the
2 completion of the hearings in the proceedings, or within such longer
3 period as the parties to the proceedings may mutually agree upon in
4 writing. The decision of the Arbitration Board shall be in writing,
5 signed by a majority of the members thereof, and original counterparts
6 thereof shall be filed with the Authority and the Union.

7
8 **Section 1.15. Seniority - Transfers - Assignments.**
9

10 (a) Seniority of bus operators in the Transportation Seniority
11 Unit shall be on a system basis, as provided in Section 2.17 hereof.
12 Seniority of other employees in the Transportation Seniority Unit, of
13 employees in the Maintenance Seniority Unit, and of employees in the
14 Office-Clerical Seniority Unit shall be governed by the various
15 seniority provisions herein after set forth, specifically applicable to
16 said employees and Seniority Units. Employees shall not be permitted
17 to accumulate seniority in more than one Seniority Unit at a time.
18

19 (b) Employees appointed to positions not represented by the
20 Union shall retain seniority in the Seniority Unit in which they have
21 established such seniority and, in the event that the Authority shall
22 demote any such employee due to reduction of staff or disqualification
23 within six (6) months of promotion, he shall be entitled to such
24 position in such Seniority Unit as his frozen seniority permits,
25 provided he can qualify.
26

27 All voluntary demotions shall permit the employee to re-enter his
28 Seniority Unit only on to an open job, provided he can qualify. He
29 cannot bump any other employee in order to return to the Unit.
30

31 (c) An employee voluntarily seeking to transfer from one Seniority
32 Unit to another shall submit to his immediate Supervisor or
33 Department Director a written request for such transfer, and the
34 granting thereof shall be optional with the Authority. The seniority of
35 an employee so voluntarily transferring shall be frozen as of the date
36 of the transfer and he shall enter at the foot of the seniority list in the
37 seniority unit to which he transfers, subject only to the special
38 provisions of the final paragraph of Section 2.18.
39

40 (d) An employee shall not be permanently transferred from one
41 Seniority Unit to another over his objection but he may be temporarily
42 assigned from one Seniority Unit to another over his objection when
43 an emergency exists which requires such temporary assignment; and
44 any employee who is so temporarily assigned shall be given written
45 confirmation thereof and shall retain and accumulate seniority in his
46 original Seniority Unit from which assigned, with priority rights on the
47 job from which assigned (including bidding on open jobs), and shall
48 return to his original Seniority Unit when no longer reasonably
49 required in the Seniority Unit to which assigned. The management
50 will endeavor in good faith to hold any such temporary assignment to
51 the minimum time reasonably required to meet the emergency. The
52 management shall decide in the first instance as to the existence or

1 continuance of an emergency justifying such temporary assignment,
2 reserving to the employee the right to question same thereafter
3 through resort to the grievance procedure set forth in Section 1.13.
4

5 (e) Any employee who by requirement of the Authority is
6 temporarily assigned from his regular position to another position
7 shall receive the rate of pay for the latter position for the full time he
8 occupies same, unless the rate of pay for the latter is lower than his
9 regular rate of pay, in which case he shall receive his regular rate of
10 pay while occupying the latter position, except employees of all
11 seniority units are subject to Section 8.5. An employee so assigned
12 shall work the hours established for the position to which assigned
13 and shall receive the regular rate of pay applicable thereto, but in no
14 event less than the regular daily pay which he would have received for
15 working the same number of hours in the position from which
16 assigned, and shall be provided additional work, or made whole in
17 pay, for any shortages in the regular daily or weekly earnings which
18 he would have received in the position from which assigned; and,
19 provided further, that any employee so transferred to and from such
20 temporary assignment shall take as his days off those days off
21 scheduled for the position to which assigned, but he shall be paid at
22 the rate of time and one-half for work performed on any day or days
23 he would have been off on the position from which assigned prior to
24 the first scheduled day off on the position to which assigned and the
25 half-time rate thus paid shall not be included in the computation of
26 daily or weekly earnings as referred to in this paragraph; and,
27 provided further, that this Section shall not apply to employees who
28 have become incapacitated to the extent that they are no longer able
29 to carry on their former duties; and, provided further, that when an
30 employee is transferred or assigned, either temporarily or
31 permanently, at his voluntary request, from his regular position to
32 another position he shall in such instance be thereafter paid the wage
33 rate applicable to the new position. As concerns assignments for
34 Office-Clerical Seniority Unit employees, see Section 4.1.
35

36 (f) Whenever the Authority decides to temporarily promote an
37 employee to supervisory status, the duties will be generally those
38 prescribed for the aforesaid job classification to which temporarily
39 promoted, except that no authority to hire or fire, decide grievance
40 cases or discipline employees will be given, (except that an employee
41 may be laid off for the balance of the day because of insubordination
42 or incapacity to perform his duties).
43

44 It is understood that this temporary promotion will not affect
45 seniority rating under the Amalgamated Authority contract; that the
46 Authority consents to retaining membership in the Amalgamated
47 while holding supervisory status pursuant hereto; and that activities
48 in such supervisory status will be solely under the jurisdiction of the
49 Authority and not subject to the Amalgamated-Authority contract,
50 except that in event of discharge or discipline adversely affecting
51 seniority status under said contract (but not demotion from temporary
52 supervisory status), recourse to the grievance procedure of said

1 contract may be had if so desired.

2 The employee so temporarily promoted shall work the days and
3 hours prescribed in the "Salaried Personnel Policies" for the job
4 classification to which he is temporarily promoted, with overtime for
5 the days and after the hours likewise prescribed in said "Salaried
6 Personnel Policies"; and

7
8 Such employee shall receive for all time engaged in such job
9 classification, an hourly rate equivalent to the higher of the following
10 two separate computations: (a) the minimum of the rate range of the
11 job classification to which temporarily promoted (reduced to an hourly
12 basis if on a monthly basis in the "Salaried Personnel Policies"), or (b)
13 fifteen cents (\$.15) per hour above his straight hourly rate (including
14 Leadmen rate) or fifteen cents (\$.15) per hour above the rate of the
15 top-rated employee supervised, whichever is greater; provided that, as
16 concerns temporary promotions to the position of Office Dispatcher,
17 Radio Dispatcher, Road Supervisor and Instructor (Transportation
18 Seniority Unit), the aforesaid computations shall not be applied, and,
19 in lieu thereof, the minimum of the rate range of the job classification
20 to which temporarily promoted shall be applied; and, provided further,
21 that (a) if the hourly rate thus payable is less than the hourly rate of
22 his regular job classification, the promoted employee shall receive the
23 latter, or (b) if a replacement is involved and the hourly rate thus
24 payable is more than the replaced employee was receiving, the
25 replacing employee shall receive the replaced employee's rate.

26
27 (g) Whenever the Authority decides to transfer a particular job
28 from one Seniority Unit to another, it shall give at least three (3)
29 workdays' notice thereof in the Seniority Units affected (by posted
30 bulletin, with copy to the Union); and an employee in the Unit from
31 which the job is being transferred shall have the right to bid and follow
32 the transferred job into the Seniority Unit to which transferred,
33 carrying his accumulated seniority with him; and the wages, hours
34 and working conditions of the job so transferred shall continue as
35 prior to the transfer unless the Authority and the Union shall
36 otherwise agree. The same procedure shall likewise apply when more
37 than one (including all) of the jobs in a particular job classification are
38 transferred from one Seniority Unit to another.

39 **Section 1.16. Layoffs of Employees.**

40
41
42 (a) When it becomes necessary to lay off employees because of
43 insufficient work, such layoffs shall be made in the inverse order of
44 the seniority held by such employees in their respective Seniority
45 Units. When it becomes necessary to put additional employees to
46 work, the employees so laid off will be returned to service in their
47 respective Seniority Units in the inverse order in which laid off.
48 Employees so laid off will not be retained on the eligible list for more
49 than two (2) years. Also, any employee refusing a job through recall
50 from layoff shall be deemed to have resigned from the service of the
51 Authority. The Authority will notify the employees holding such
52 seniority, by certified mail at their last given address, and the

1 employees so notified must report within ten (10) days thereafter or
2 their names will be stricken from the eligible list. Former employees,
3 qualified or qualified for a four (4) workweek trial period, called back
4 to work from the eligible list within two (2) years from the start of their
5 layoff, as above provided, shall upon qualifying be credited with
6 accumulated seniority.

7
8 (b) If an employee is bumped off his job or his job is abandoned
9 or his job is affected by layoff, the following options are available:

10
11 1. He shall be permitted to exercise his unit seniority in
12 bumping onto any job within his own Seniority Unit for which he is
13 qualified or qualified for a trial period of twenty (20) days actually
14 worked.

15
16 2. He may elect to be on layoff status in lieu of exercising
17 his bumping privilege. He then shall be recalled as provided in the
18 preceding paragraph of this section.

19
20 (c) An employee who is laid off and has exhausted his bumping
21 privileges within his Seniority Unit shall then have the following
22 options:

23
24 1. Exercise his unit seniority in bumping in any job for
25 which he is qualified in any Seniority Unit and shall be permitted to
26 carry his unit seniority with him,

27
28 2. He may be permitted to return to any job for which he
29 is qualified in any Seniority Unit from which he may have voluntarily
30 transferred and exercise only the seniority he had in that Seniority
31 Unit at the time that he voluntarily transferred, or

32
33 3. He shall be permitted to remain on the call-back list as
34 a laid-off employee.

35
36 (d) An employee who selects option (c)1 above will not retain
37 recall or seniority rights in the Seniority Unit from which he is laid off.
38 An employee selecting option (c)2 above will retain seniority rights
39 from the Seniority Unit from which he is laid off.

40
41 A full-time operator who is laid off may exercise his or her recall
42 rights and seniority under Section 1.16(c) to claim a part-time
43 operator position and at all times retain his or her seniority for the
44 purpose of returning to full-time operator work.

45
46 The full-time operator who elects to take part-time work will have
47 seniority within that unit from his or her last date of hire (date upon
48 graduation from bus operator training occurred if applicable) with
49 KCATA. Said full-time operators who elect to take part-time work
50 shall have the first right to return to full-time status ahead of part-
51 time operators who are not laid-off full-time operators.

1 (e) The Authority shall give to any regular employee who has
2 been in service one (1) year or more individual notice of any such
3 lay-off (by individual letter or posted general bulletin), and the
4 employee shall be paid eighty (80) hours pay at his straight hourly
5 rate at the time of such layoff. No notice, however, need be given nor
6 any payment made for any layoff of an emergency nature, occasioned
7 by causes beyond the control of the Authority; nor shall the discharge
8 or suspension of an employee under the disciplinary power reserved
9 to the management be deemed a lay-off within meaning hereof. Laid
10 off employees working temporarily will not be subject to the notice as
11 provided above.

12
13 Employees hired after November 15, 1977 who have more than five (5)
14 years seniority as of the date of their layoff, will be entitled to the eighty
15 (80) hours severance pay for layoff after they have been laid off for
16 sixty (60) calendar days. Such employees will lose their seniority and
17 right to recall only after they have been laid off for a two-year period.

18
19 Employees hired after November 15, 1977 who do not have more
20 than five (5) years of seniority as of the date of their layoff, will be
21 entitled to the eighty (80) hours severance pay for layoff only after they
22 have been off for a two-year period and at that time, they lose their
23 seniority and right to recall.

24 25 **Section 1.17. Free Transportation.**

26
27 Free transportation on all buses of the Authority operated in
28 regular service, including baseball and football special lines, shall be
29 furnished, upon request, to (a) all employees of the Authority; (b) the
30 wife or husband, all dependent children and parents living with each
31 employee who has a continuous service record of one (1) year or more
32 with the Authority immediately preceding the date of application
33 therefor (as pertains to this subsection, part-time employees are
34 included for spouse and children only); (c) the wife or husband of each
35 employee who is on disability allowance or pension; (d) the widow or
36 widower, unless remarried, of each deceased employee who had a
37 continuous service record of five (5) years or more with the Authority
38 immediately preceding his death; and (e) to each employee, and wife
39 or husband, who had a continuous service record of one (1) year or
40 more with the Authority immediately preceding his retirement on
41 Social Security even though he is not eligible for an Authority pension
42 or disability allowance; and (f) to each part-time employee who leaves
43 service after attaining the age of 62 and with at least ten (10) years'
44 continuous service. Any recipient who abuses the privileges herein
45 granted shall be completely barred from free transportation. The
46 Authority may, from time to time, determine the credentials to be used
47 in obtaining the aforesaid free transportation and a penalty of Ten
48 Dollars (\$10.00) shall be assessed against the employee, wife,
49 husband, widow or widower for the loss of such credentials as may be
50 furnished to him or her except that if such loss is due to a robbery of
51 the employee or due to a fire destroying the pass issued to any of the
52 above, the penalty will not be assessed. The Union will encourage its

1 members to be alert to any abuses and report to the proper officials.
2

3 **Section 1.18. Leaves of Absence.**
4

5 (a) General.
6

7 The Authority shall have the right to grant or deny a request for
8 leave of absence and extensions of a leave of absence. A leave of
9 absence shall be any excused absence from work, with or without pay
10 and/or benefits. A request for leave (or extensions of leave) must be
11 given to the Supervisor or Foreman and include reasons and amount
12 of time required.
13

14 When leave of absence is expected to be for less than thirty (30)
15 consecutive days, permission for such leave may be applied for on an
16 informal basis (i.e., orally, or by telegram or letter) prior to the
17 employee going off duty, if practical to do so. In any event, permission
18 must be applied for within forty-eight (48) hours thereafter, except
19 when good cause is shown. Any extension of such leave that extends
20 the combined leave to thirty (30) consecutive days or more must be
21 submitted in writing.
22

23 All other leaves of absence thirty (30) consecutive days or longer
24 must be submitted in writing.
25

26 The Authority shall grant permission for leave when good cause
27 is shown and (except when sickness or injury prevents performance
28 of his regular duties) when the employee is not reasonably required
29 for the efficient operation of the system. A missed assignment in the
30 ordinary course of events shall not be deemed an off-duty period
31 within the meaning of this Section.
32

33 An approved leave of absence shall not constitute a break in the
34 continuous service record or company benefits and the employee shall
35 be responsible for the usual employee contribution to benefits unless
36 otherwise specified. Application for paid sick leave or vacation may
37 be made under the Family and Medical Leave Act (FMLA), at the
38 employee's discretion. Appropriate request forms must be completed
39 if pay is to be granted. However, in any and all cases, the employer
40 may exercise its rights under the act to designate an absence as FMLA
41 or not, whether or not pay is requested.
42

43 An employee on an approved leave of absence must notify the
44 Authority of his current address and telephone number.
45

46 Any employee taking other employment during a leave of absence
47 without the written consent of the Authority shall have automatically
48 terminated his service with the Authority.
49

50 If an employee, after being on a leave of absence for sickness or
51 injury, can provide a written statement from his doctor within one
52 year from the end of said leave of absence, stating that he is fully

1 recovered and physically able to return to work, he may apply for
2 consideration for reinstatement. An Authority designated doctor must
3 concur with the medical findings, or a third medical opinion may be
4 obtained for final determination, under the procedures in the
5 disability allowance plan. An employee may also apply for
6 reinstatement prior to the termination of his leave of absence related
7 to illness or injury, provided the above stated medical requirements
8 are met. If the employee is permitted to return to work, there will be
9 no loss of seniority or service record.

10
11 No provision herein shall be interpreted to mean that a leave of
12 absence and extension thereof shall be longer than one (1) year.

13
14 (b) Union Leave.

15
16 Employees who may be called upon to transact business for the
17 Union which requires their absence from duty shall, upon application,
18 be allowed to absent themselves for a period of time sufficient to
19 transact such business; provided, that the number applying for leave
20 of absence is not so great as to be detrimental to the service; and,
21 provided further, that wherever reasonably practicable, the Union
22 shall file with the employee's Department Director a written
23 application for such leave when the employee is expected to be absent
24 for more than three (3) days and shall advise therein the estimated
25 length of such leave, and, provided further, that the Authority shall
26 acknowledge in writing any application so filed.

27
28 Any employee elected to fill office in the Union, either Local or
29 International, or appointed to fill any office affiliated with the AFL-CIO
30 Local or International, Greater Kansas City Labor Council or Missouri
31 State Labor Council, which requires his absence from duty with the
32 Authority, shall be granted a leave of absence for the term of that
33 office, upon the Union making a written application therefore and,
34 upon his return from such office, shall be reinstated to his former or
35 a substantially equivalent position with the Authority, including all of
36 his seniority and other rights then common to other employees,
37 provided he is physically qualified to return to work. During such a
38 leave of absence, the Union officers shall receive credit for continuous
39 service in establishing qualifications for disability and retirement
40 pensions, free transportation for themselves, (spouses, dependent
41 children and parents living with the employee), right to attend all
42 employees' meetings, maintain group life insurance and all rights and
43 benefits provided for regular employees.

44
45 (c) Sick Leave.

46
47 Employees hired prior to November 14, 1977, shall accumulate
48 sick leave at the rate of one (1) day per month with no maximum
49 accumulation.

50
51 Employees hired on or after November 15, 1977 shall accumulate
52 sick leave at the rate of one-half (1/2) day per month, the first year

1 and one (1) day per month thereafter.
2

3 In order to accumulate sick leave in any month, the employee
4 must work at least fifty percent (50%) of his scheduled workdays in
5 that month. If any portion of the accumulated leave is used for sick
6 pay, the accumulation automatically builds up again at the
7 designated rate per month. Vacation period shall be allowed as work
8 time in accumulating sick leave, but no accumulation shall accrue
9 during a leave of absence, except bereavement, jury service and
10 Military Reserve Training.

11
12 There shall be a waiting period of two (2) working days which are
13 not compensable, except that if an employee is off work for five (5)
14 consecutive work days, he shall be compensated for one (1) day of the
15 waiting period. If an employee is off work for ten (10) consecutive work
16 days, he shall be compensated for two (2) days of the waiting period.
17 If an employee is hospitalized during this two (2) day period,
18 compensation, if earned, shall start on the first day hospitalized. This
19 two (2) day waiting period shall not apply to employees of the Office
20 Clerical Seniority Unit.

21
22 Sick leave pay shall not be paid on scheduled days off, vacation
23 days, nor on paid holidays. Sick leave shall accrue and shall be paid
24 in terms of full days only, except where used in the next following
25 paragraph and Section 1.39 to make up the difference between
26 Workers' Compensation and a normal forty (40) hour week. If any
27 employee works any part of a day and becomes ill before completing
28 his day's assignment, the next-succeeding scheduled workday will be
29 considered his first day of illness.

30
31 Sick leave may be used to make up the difference between
32 Worker's Compensation and a normal forty (40) hour week to the
33 nearest full day's pay. In no event shall sick leave or weekly indemnity
34 benefits be used to compensate any employee for more than his
35 normal weekly wage, nor shall weekly indemnity benefits be paid until
36 sick leave is exhausted.

37
38 Sick leave may be used for maternity/paternity leave in FMLA
39 cases. Any time requested beyond what the employee has available in
40 sick leave, must be taken without pay. The employee's medical
41 benefits and seniority will be maintained.

42
43 Request for sick leave pay can be made at any time during illness,
44 but in no event later than ten (10) days after returning to work, and
45 be supported by a doctor's certificate or other appropriate verification
46 of bona fide illness showing nature of illness and date of treatment, if
47 requested. Sick leave may be used under the FMLA, at the employee's
48 discretion. Appropriate request forms must be completed.

49
50 Sick leave pay shall be computed on the basis of eight (8) hours
51 per day at the straight hourly rate.
52

1 Any accumulated sick leave not used shall be forfeited upon
2 leaving the service of the Authority. However, effective January 1,
3 1982, fifty percent (50%) of any unused sick leave accumulated by an
4 employee shall be paid to such employee at the time of retirement, or
5 in the event of the employee's prior death, such payment to be made
6 to the beneficiary designated by such employee.

7
8 (d) Bereavement Leave.
9

10 Employees, including part-time, to whom this Agreement is
11 applicable, shall, in the event of the death of the employee's spouse,
12 children of either spouse, parents of either spouse, grandparents or
13 grandchildren of either spouse, or natural brother or sister of either
14 spouse, be allowed three (3) consecutive workdays off, one (1) of which
15 must be the day of the funeral. This allowance to be eight (8) hours
16 per day at the straight rate, payable only if the days off are regularly
17 scheduled workdays for the employee. Part-time employees shall
18 receive a maximum of eight (8) hours total bereavement pay.
19 Whenever the deceased is a spouse or child of the employee,
20 regardless of whether the funeral is on a weekday or the workdays off
21 are consecutive, the employee shall be allowed three days with pay.
22

23 (e) Military Leave.
24

25 Employees who leave the service of the Authority to serve in a
26 branch of the United States Armed Forces or who are drafted into
27 occupational work by the United States government shall be deemed
28 to be on leave of absence for the time required by the applicable
29 Federal laws and regulations. Within six (6) months of their honorable
30 discharge or release from assignment, they shall be reinstated in the
31 service of the Authority with full rights conferred by and subject to the
32 terms of this Agreement and such applicable Federal laws and
33 regulations.
34

35
36 Employees who are members of the Kansas or Missouri State
37 National Guard, or any Federal military reserve unit, shall be paid the
38 difference between the compensation they receive from the Reserve
39 Unit and the wages they would receive from the Authority while on
40 required active duty for training with the Reserve Unit, or called to
41 active duty by the Governor. Basic training for voluntary enlistment
42 is not considered "required active duty" for purposes of this section.
43

44 A leave of absence for reserve duty shall be coordinated with the
45 employee's regularly scheduled vacation, whenever possible, if
46 requested by the employee.
47

48 (f) Court and Jury Duty Leave.
49

50 (1) Employees (including part-time employees) called upon
51 by the Authority to confer with Authority claims representatives or to
52 testify in court, shall be paid their regular rate for the time so spent,

1 including reasonable travel time in each direction between their
2 headquarters and the place of conference or court session; and, if the
3 time so spent necessitates a loss of all or part of their regular day's
4 working time, they shall receive for the time so lost a sum sufficient,
5 with any wages earned that day within their assigned hours, to cover
6 their regular day's pay in full. In computing an employee's allowance
7 for conference or court session, as hereinabove provided, there shall
8 be no break in pay for any employee when he is relieved from his
9 assignment at the latest practicable time before attending such
10 conference or court session, or when he resumes his assignment at
11 the earliest practicable time after release from such conference or
12 court session.

13
14 (2) Any employee who is called for jury duty shall notify his
15 supervisor of his receipt of summons and shall be excused from duty
16 for such jury service. At the completion of jury duty, a copy of the
17 summons must be forwarded to the Finance Department.

18
19 The employee shall retain the jury warrant and the Authority
20 will pay the employee the regular wages he would have earned had the
21 employee not been on jury duty.

22
23 Sick leave and vacation credits will accrue while employee is
24 on jury duty.

25
26 (g) Maternity Leave.

27
28 Maternity leave must be requested at least one month prior to the
29 expected departure date, if practical to do so. An employee may use
30 sick leave under the Family and Medical Leave Act (FMLA) for both
31 pre- and post-maternity care. Appropriate request forms must be
32 completed. An employee requesting weekly disability allowance, for
33 maternity, must have medical certification.

34
35 Any time maternity leave is beyond the employee's available sick
36 leave, the remaining leave becomes subject to the weekly disability
37 allowance. However, the weekly disability allowance is limited after
38 delivery; unless medical certification is provided. The medical
39 certification must specify why the employee's health may be impaired,
40 and when she may be expected to return to work. The employee's
41 medical benefits, seniority, and all other benefits will be maintained
42 as a sick leave.

43
44 **Section 1.19. Vacations With Pay.**

45
46 (a) Employees with less than two years' service.

47
48 During an employee's first two years of employment he/she shall
49 be entitled to paid vacation as follows:

50
51 Employees who have worked less than 12 full months as of
52 December 31 of any year, but who have worked not less than seven-

1 five percent (75%) of their scheduled workdays (as concerns bus
2 operators) or scheduled work hours (as concerns all other employees
3 subject hereto) between the date of their employment and December
4 31, shall earn a prorated one (1) week vacation based upon the
5 number of full calendar months worked as of December 31. (e.g., three
6 full months worked = $3/12 \times 40$ hours = 10 hours).

7
8 Employees who have worked less than 24 full months as of
9 December 31 of any year, but who have worked not less than seventy-
10 five percent (75%) of their scheduled workdays or scheduled work
11 hours during the current calendar year, shall earn a prorated two (2)
12 week vacation based upon the number of full calendar months worked
13 between their start date and such December 31 to be taken prior to
14 the next succeeding December 31. (e.g. twenty full months worked =
15 $20/24 \times 80$ hours = 66.67 hours).

16
17 (b) Employee with more than two years' service.

18
19 Any employee who has been employed more than 24 months as
20 of December 31 of any year shall be entitled to paid vacation as
21 follows:

22
23 Full-time employees to whom this Agreement is applicable, who
24 have been in the continuous service of the Authority for at least two
25 (2) years at December 31 during the duration of this Agreement, and
26 who are in service on such day and have worked not less than seven-
27 five percent (75%) of their scheduled yearly workdays (as concerns bus
28 operators), or not less than seventy-five percent (75%) of their
29 scheduled yearly work hours (as concerns all other employees subject
30 hereto) during the calendar year ending that day, shall thereby earn a
31 vacation with pay, to be taken during the next succeeding calendar
32 year in accordance with the following schedule:

33
34 Years of service required to qualify for paid vacation are as follows:

35 After 2 years - 2 weeks

36 After 6 years - 3 weeks

37 After 12 years - 4 weeks

38 After 18 years - 5 weeks

39
40 (c) Employees who have completed thirty (30) years of
41 continuous service shall be entitled to one (1) additional day of
42 vacation for each continuous year of service beyond that point up to
43 a maximum of thirty (30) days or six (6) weeks. Once a full sixth week
44 has been earned, the days may be taken as single days (in addition to
45 an employee's other week of single days if so chosen) or as a full week
46 at the employee's discretion.

47
48 Any employee not having worked the required time to earn a fully
49 paid vacation due to excused illness in excess of thirty (30) days, or
50 injury on the job, shall receive credit for the percent of time worked
51 toward the percent of full vacation and receive paid vacation
52 accordingly.

1
2 Employees selecting their vacation period shall, in accordance
3 with their seniority, select the time off by taking all of the allotted time
4 consecutively or splitting the vacation, but in not less than one (1)
5 week increments. No employee shall be permitted to work during his
6 selected vacation period.

7
8 The terms "scheduled yearly workdays" and "scheduled yearly
9 work hours", wherever used in this Section and irrespective of whether
10 or not used in conjunction with the words "their" or "his", shall mean
11 the total number of workdays or work hours (as the case may be)
12 scheduled during the entire year (calendar or fiscal, as the case may
13 be) for the particular job classification (as listed in Article VIII of this
14 Agreement) in which the employee or employees claiming to have
15 earned a vacation was or were employed; and, in computing said
16 "scheduled yearly workdays" there shall be subtracted from the total
17 number of calendar days in the year (a) the number of regularly
18 assigned days off in the year (including Saturdays and Sundays when
19 appropriate), and (b) the number of days in the year upon which work
20 would have been regularly scheduled if that day had not been the day
21 on which a holiday is legally observed; and, in computing said
22 "scheduled yearly work hours" the total scheduled yearly workdays
23 shall be multiplied by the number of hours in each workday. In
24 determining whether any particular employee has duly met the
25 seventy-five percent (75%) work requirement to earn a vacation with
26 pay (as specified in the preceding paragraphs of this Section), his
27 scheduled yearly workdays or work hours (as the case may be) shall
28 be computed as hereinbefore in this paragraph provided, whereupon
29 three-fourths (3/4) of the figure so computed shall be used as the base
30 figure for the purpose of determining the eligibility of the employee for
31 a vacation with pay, and as a credit to said base figure the workdays
32 or work hours (as the case may be) actually worked by the employee
33 during the year shall be applied, together with such special credits as
34 are allowable and referenced later in this Section; and, if the sum of
35 the aforesaid credits equals or exceeds the base figure, the employee
36 shall be deemed to have earned a vacation with pay; otherwise not.

37
38 Employees will be allowed to select one (1) week of vacation to be
39 used one (1) or more days at a time for personal business, if they have
40 earned two (2) or more weeks. Employees who have not requested their
41 single days of vacation as of September 10 of each year shall be
42 informed by the Authority of the number of single days they have not
43 yet scheduled for that year. During the last two weeks in September
44 each employee with unscheduled single day vacation shall select the
45 day(s) for such vacation by seniority from among the available vacation
46 slots not previously scheduled by employees prior to September
47 15. Once the single day vacation days have been so selected, an
48 employee cannot be bumped. Employees who fail to schedule their
49 remaining single days of vacation prior to October 1 pursuant to the
50 foregoing procedure may be scheduled by the Authority. This selection
51 will be subject to the approval of the supervisor. At the time the
52 Maintenance vacation schedule is worked out each year,

1 representatives of the Management and the Union will meet to
2 determine the procedure for scheduling single days, where applicable.
3

4 Employees may use one single day vacation in ½-day increments
5 subject to management approval on at least 24-hour notice.
6 Maintenance need not fill 7-day jobs when ½-day vacation is used.
7

8 Operators who have earned at least two weeks of vacation are
9 allowed to take one week of their vacation a day at a time. All
10 operators who have completed one year of service have a floating
11 holiday. The Authority and the Union agree to allow at least six
12 operators off duty by way of one day vacation or floating holiday on
13 any given work day. Preference is given to four one-day vacations and
14 two floating holidays. When this criterion is not met, any combination
15 totaling **six** is acceptable.
16

17 Whenever manpower allows, more than the standard six will be
18 allowed off duty. Current procedure requires operators to submit a
19 request via form #288 for a single day vacation or floating holiday.
20 Forty days prior, two operators, by seniority, are locked into a one-day
21 vacation. Seven days prior, the remaining two one-day vacation and
22 two floating holidays are locked in place. Again this is done in
23 seniority order and operators locked in are guaranteed the day off. A
24 senior operator cannot bump a junior operator who is locked in seven
25 days before the day requested off. This procedure only works for the
26 standard four and two combination.
27

28 With other combinations, operator may not know until the day
29 before if their request has been granted. For example, if there are five
30 operators on the one-day vacation list and one operator on the floating
31 holiday list, the fifth operator on the vacation list would not know until
32 the day before whether or not he will be allowed off duty. The four/two
33 combination takes preference. Should another operator request a
34 floating holiday, making him the second floating holiday requested, he
35 would bump the fifth one-day vacation operator. This happens
36 regardless of operator seniority or the lock in time procedures stated
37 above. Operators involved in any combination other than the
38 four/two, risk the chance of being bumped.
39

40 Operators above the agreed six allowed off, are subject to
41 manpower capabilities and therefore will never know prior to the
42 making of the extra board, whether or not they will be allowed the
43 requested day off.
44

45 Sunday shall be the first day of the "calendar" week for the
46 purposes hereof; and all vacations with pay herein provided for shall
47 commence on a Sunday (except as hereinafter provided for
48 Maintenance Seniority Unit employees) and extend through the
49 second, third, fourth or fifth succeeding Saturdays, as the case may
50 be.
51

52 In computing the aforesaid seventy-five percent (75%) of

1 scheduled yearly workdays or scheduled yearly work hours required
2 to be worked to earn a vacation with pay, the following special credits
3 shall be allowed when applicable:
4

5 (a) Any employee whose absence from work was occasioned by an
6 injury resulting from an accident arising out of and in the course of
7 his employment shall be allowed full credit for the time of such
8 absence, if his claim for such credit is supported by a certificate of a
9 reputable doctor that such injury necessitated absence from duty for
10 the period of time specified herein;
11

12 (b) Any employee whose absence from work was occasioned by
13 illness shall be allowed credit for the time of such absence, not
14 exceeding, however, a maximum of fifteen percent (15%) of his
15 scheduled yearly workdays or scheduled yearly work hours, as the
16 case may be, if his claim for such credit is supported by a certificate
17 of a reputable doctor that such illness necessitated absence from duty
18 for the period of time specified therein;
19

20 (c) Any employee whose absence from work was occasioned by
21 injury resulting from an accident not arising out of and in the course
22 of his employment shall be allowed credit for the time of such absence,
23 not exceeding, however, a maximum of ten percent (10%) of his
24 scheduled yearly workdays or scheduled yearly work hours, as the
25 case may be, if his claim for such credit is supported by a certificate
26 of a reputable doctor that such injury necessitated absence from duty
27 for the period of time specified therein;
28

29 (d) Any employee whose absence from work was occasioned by a
30 layoff shall be allowed credit for the time of such layoff, not exceeding,
31 however, a maximum of ten percent (10%) of his scheduled yearly
32 workdays or scheduled yearly work hours, as the case may be,
33 provided that he has been laid off and is subsequently called back to
34 service with credit for full accumulated seniority pursuant to the
35 provisions of Section 1.16;
36

37 (e) Any employee who actually took an earned vacation with pay,
38 or who actually took a vacation without pay (as permitted hereinafter
39 in this Section), during the year for which a computation is being
40 made to determine whether such employee has earned a vacation with
41 pay during that year (to be taken thereafter as hereinbefore provided),
42 shall be allowed credit for the full time of such vacation;
43

44 (f) Union representatives (excluding Union officers who are
45 allowed vacation by the Union) who are off duty while engaged in
46 Union activities (as provided in Section 1.18) shall be allowed credit
47 for the time of such absence; and
48

49 (g) Any employee (1) who was in the service of the Authority
50 during any part of the year and on military leave of absence in the
51 balance of the year, or (2) who was on military leave of absence in the
52 armed forces or war maritime service during an entire year and

1 returned to the service of the Authority during the succeeding year,
2 shall be allowed credit for the period of such leave of absence.
3

4 (h) Accrued vacation may be used under the Family and Medical
5 Leave Act (FMLA), at the employee's discretion. Appropriate request
6 forms must be completed.
7

8 The Authority reserves the right in its discretion to relax the
9 aforesaid seventy-five percent (75%) yearly work requirement in any
10 particular case where it feels that undue hardship might otherwise
11 result, without in any manner thereby establishing a precedent, and
12 no action which the Authority may take in any such case shall prevent
13 or give rise to a grievance.
14

15 Any employee claiming a credit or credits under clauses "(a)", "(b)"
16 or "(c)" above shall present same, accompanied by the required
17 doctor's certificate, within thirty (30) days after returning to duty;
18 otherwise the claim shall not be considered.
19

20 As concerns bus operators who earn vacations hereunder, the
21 vacation allowance payable to each such employee shall be computed
22 on the flat base of forty-two (42) hours allowed for each week of earned
23 vacation (two (2), three (3), four (4) or five (5), as the case may be), the
24 total hours thus computed to be multiplied by the straight hourly rate
25 then prescribed for his regular classification.
26

27 As concerns all other employees (i.e., other than the aforesaid
28 operators) who earn vacations hereunder, the vacation allowance
29 payable to each such employee shall be computed on the basis of the
30 number of work hours regularly scheduled in the workweek or
31 workweeks during which the employee actually takes his vacation (two
32 (2), three (3), four (4) or five (5), as the case may be) multiplied by the
33 straight hourly rate then prescribed for his regular job classification.
34

35 If a Holiday occurs in any workweek in which the employee
36 actually takes his vacation, his vacation allowance shall not be
37 reduced thereby but shall be computed as if such holiday had not
38 occurred, and if, for any holiday occurring during his vacation, the
39 employee would have been entitled to a Holiday Allowance (pursuant
40 to the provisions of Section 1.21) except for the sole fact that he was
41 then on vacation, he shall receive such Holiday Allowance in addition
42 to his normal vacation allowance.
43

44 The term "straight hourly rate then prescribed for his regular job
45 classification", as used in the second and third immediately preceding
46 paragraphs of this Section, shall mean the straight hourly rate in
47 effect for the job classification in which the employee is engaged, in
48 each instance at the time the vacation is actually taken.
49

50 Any employee resigning or being laid off or discharged, or any
51 deceased employee, after becoming eligible for an annual vacation
52 with pay as above provided, but before actually taking same, shall

1 receive the vacation pay to which he is entitled upon such resignation,
2 layoff, discharge or death. Any employee being laid off, or retiring on
3 an Authority pension or disability allowance during the year, or
4 retiring on a Federal old-age retirement benefit during the year, or any
5 deceased employee, who would have duly earned a vacation with pay
6 in that year except for the sole fact that he was not in service on
7 December 31st (as required earlier in this Section) shall nevertheless
8 receive the vacation allowance otherwise earned, to be paid in cash
9 upon such layoff or retirement. In the case of death, any such
10 payment shall be made to the beneficiary, or, if none, to the estate.
11

12 Allocation of vacation periods shall be determined by the
13 departmental representatives of the Authority, with due regard to the
14 necessity of providing adequate public service at all times, and such
15 open vacation periods shall be selected by seniority. Any employee
16 who would be eligible for a vacation hereunder except for the fact that
17 he has failed to meet the work requirement provisions hereof, may
18 select a vacation period at the time of assignments of vacation periods,
19 according to his seniority, such vacations to be taken without pay.
20

21 All Maintenance Seniority Unit employees shall be permitted to
22 commence their vacation immediately following their regularly
23 assigned days off, and when this causes a seven (7) day job to be open
24 because a vacation relief employee is not available (due to relieving
25 another vacation period at that time) the Authority shall have the right
26 to fill or not fill the job during those days.
27

28 Employees receiving vacations with pay as above provided shall
29 not be penalized by reduction in regular working hours made for the
30 purpose of offsetting the expense of such vacations, but this shall not
31 affect the right of the Authority to change service or work schedules
32 or job assignments in good faith when, in its judgment, conditions so
33 require.
34

35 **Section 1.20. Funded Pension Plan - Disability Pension.**

36 (a) Funded Pension Plan.

37
38
39 Employees' normal retirement date shall be the first of the month
40 following the month in which the employee attains the age of sixty-five
41 (65). However, an employee will be allowed to continue working,
42 provided that he is physically and mentally able to do so.
43

44 Employees' normal retirement date shall be the first of the month
45 following the month in which the employee attains the age of sixty-two
46 (62) and has completed ten (10) years of continuous service; or, at age
47 sixty (60) having completed at least thirty (30) years of continuous
48 service. Individual funded pensions received a one-time increase of
49 one percent (1%) in 1996 for employees retired on or after September
50 1, 1992, and two percent (2%) for employees retired before September
51 1, 1992.
52

1 Individual funded pensions were increased by two percent (2%)
2 for employees retired as of December 31, 1999, effective June 1, 2000.
3

4 An employee who has fifteen (15) years of credited service may
5 retire, at or after age fifty-five (55) but prior to attaining eligibility for
6 a normal pension, on an actuarially reduced early retirement pension
7 which shall be determined in the same manner as a normal retirement
8 benefit, but with full actuarial reduction from what would have been
9 the employee's earliest normal retirement date and benefit.
10

11 Requests for pension shall be in writing and submitted to the
12 Pension Committee at least sixty (60) days in advance of the first
13 month for which benefits are payable.
14

15 Employees who take early retirement, but who defer pension
16 benefits, shall still be entitled to any other benefits provided to retirees
17 under this Agreement (such as retiree medical benefits as provided for
18 herein) on the same terms and conditions as any other employee who
19 has taken a regular retirement.
20

21 It is agreed that changes in the requirements of normal
22 retirement may be made during the term of this Agreement, within the
23 funding limits, with the approval of the actuary and the IRS. Details
24 on pension benefits are in the Funded Pension Plan booklet.
25

26 (b) Disability Pension.
27

28 An employee who becomes totally and permanently disabled as
29 defined in the Funded Pension Plan document, substantiated by
30 medical evidence, shall be granted a disability pension if the employee
31 has completed at least ten (10) years of continuous service with the
32 Authority. If the employee has five (5) years of continuous service and
33 the disability is due to an occupational injury or illness, he is also
34 eligible for a disability pension.
35

36 An employee eligible for a disability pension shall have the option
37 of commencing disability pension before or after accumulated sick
38 leave has been exhausted, provided that no employee shall receive a
39 disability pension while at the same time on paid sick leave.
40

41 No employee shall be entitled to receive both a disability pension
42 and a regular Pension, but any employee who is receiving a disability
43 pension and meets the requirements for a pension of larger amount
44 than his disability allowance shall be transferred to the regular
45 pension rolls.
46

47 Application for disability pension shall be filed at least sixty (60)
48 days in advance of the first month for which benefits are payable.
49

50 The minimum amount of the monthly pension for disability shall
51 be two hundred fifty dollars (\$250.00).
52

1 It is agreed that the minimum allowable for disability may be
2 changed during the term of this Agreement, within the funding limits,
3 with proper approval from the actuary and the IRS.
4

5 (c) Contributions.
6

7 Effective March 26, 2014, the employee contribution shall be
8 fixed at three and three-quarters percent (3.75%) of all wages, and the
9 Authority's contribution shall be seven and one-half percent (7.5%) of
10 all wages plus the amount necessary to fund the Plan on an
11 actuarially sound basis as determined annually by the Plan actuary.
12

13 The Plan actuary will select the actuarial assumptions and
14 methods used to calculate the annual recommended Authority
15 contribution, subject to periodic review and approval by the Pension
16 Committee. The recommended Authority contribution for 2014 will
17 be expressed as a percent of all wages on which employee
18 contributions are expected to be made for the period from September
19 2012 to August 2013. The Authority will make contributions in this
20 percent of 2014 wages and make these contributions concurrent with
21 employee contributions in 2014. This pattern will continue in future
22 years such that the Authority's percent of pay contributions will be
23 established in one calendar year and paid in the next calendar year
24 based on wages paid in that later year..
25

26 The liability of the Authority with respect to the Funded Pension
27 Plan and Disability Allowance shall be limited to making the required
28 contributions provided by this subsection.
29

30 **Section 1.21. Holidays-Holiday Allowances.**
31

32 (a) The following ten (10) days will be considered as Holidays and
33 Holiday Allowances shall be paid therefor to the extent hereinafter in
34 this Section specified: New Year's Day, Martin Luther King, Jr.'s
35 Birthday, Presidents' Day, Memorial Day, Independence Day, Labor
36 Day, Veterans' Day, Thanksgiving Day, Christmas Day, and the
37 Employee's Birthday; provided, that if any such day (other than the
38 employee's birthday) shall fall on a Sunday and the succeeding
39 Monday (or another day) is legally observed as such Holiday, then the
40 legally-observed day shall be deemed the Holiday day for the purposes
41 hereof; and provided further, in the event that the Authority should
42 operate a Sunday or Holiday schedule on any of the Missouri statutory
43 holidays, then that day shall be considered as a Holiday and Holiday
44 Allowances shall be paid therefor as hereinafter specified. All regular
45 full time employees shall be entitled to one (1) "Floating Holiday" per
46 calendar year. The Authority shall have the right to establish
47 reasonable restrictions on the number of employees who may be off at
48 any one time (including vacations, etc.) and may prohibit the taking
49 of such holidays on a reasonable number of anticipated high traffic
50 days. Unless waived by the Authority in individual cases, the
51 employee shall give at least five (5) days written notice to his
52 supervisor of his desire to take a specific day as the Floating Holiday

1 for that year. Floating Holidays may not be deferred to the following
2 year. Employees who have not requested their floating holiday as of
3 September 10 of each year shall be informed by the Authority. During
4 the last two weeks in September each employee with unscheduled
5 floating holiday shall select the day for such holiday by seniority from
6 among the available vacation slots not previously scheduled by
7 employees prior to September 15. Once the floating holiday has been
8 so selected, an employee cannot be bumped. Employees who fail to
9 schedule their floating holiday prior to October 1 pursuant to the
10 foregoing procedure may be scheduled by the Authority.
11

12 (b) Each employee to whom this Agreement is applicable who
13 shall lose work time by reason of the legal observance of any such
14 Holiday will receive a Holiday Allowance for that day, which shall be
15 equivalent to what he would have earned that day at his regular rate
16 on his regular assignment for that day had it not been a Holiday (the
17 allowance for operators on the Extra Board to be equivalent to eight
18 (8) hours at their regular rate); and any employee who would have
19 been regularly scheduled to work on the day upon which any such
20 Holiday is legally observed if it had not been a Holiday, and who
21 actually works on that day, will be paid the above specified Holiday
22 Allowance, in addition to, his regular rate for work performed on that
23 day. An employee who is not regularly scheduled to work on the day
24 upon which any such Holiday is legally observed had it not been a
25 Holiday (that being his regularly assigned day off), and who does not
26 actually work on that day, shall receive a Holiday Allowance therefor.
27 An employee who works upon any such Holiday, if that day would
28 have been his regularly assigned day off if it had not been a Holiday,
29 will receive a Holiday Allowance of eight (8) hours at his straight hourly
30 rate and, in addition thereto, time and one-half of his straight hourly
31 rate for all work performed on that day.
32

33 (c) An employee otherwise entitled to a Holiday allowance under
34 the foregoing provisions of this Section shall not receive such Holiday
35 Allowance in either of the two following instances: (1) if he failed to
36 work his last scheduled workday before or his first scheduled workday
37 after any such Holiday, unless such failure had been previously
38 excused by the Authority or such failure is due to sickness or injury;
39 or (2) if he failed to work on such Holiday when the Holiday
40 assignments specified for that day would require him to work on that
41 day or when given a direction or call-out for work on that day, unless
42 such failure had been previously excused by the Authority, or such
43 failure is due to sickness or injury. The term "previously excused" as
44 used in the foregoing clauses "(1)" and "(2)" of this paragraph, shall
45 mean a specific excusal from meeting the requirements of said
46 respective clauses in every instance, except only (a) when the Holiday
47 occurs in a period, not exceeding seven (7) consecutive days, during
48 which the employee is off duty by permission previously granted for
49 causes other than illness or leave of absence, or (b) when the employee
50 is on his vacation (in accordance with the provisions of Section 1.19
51 and said vacation begins on the day after, or ends on the day prior to
52 the Holiday). (Reference: Section 1.12(d) regarding suspensions.)

1 (d) An employee otherwise entitled to a Holiday Allowance under
2 the foregoing provisions of this Section shall receive a Holiday
3 Allowance when off duty for sickness or injury during a period not
4 exceeding thirty (30) days prior to the Holiday and thirty (30) days
5 after the Holiday. An employee, otherwise entitled to a Holiday
6 allowance, who is off duty due to sickness or injury, or resigns and
7 does not return to work shall not be entitled to a Holiday Allowance.
8

9 (e) In the event the employee's birthday falls during his vacation
10 or on his regular day off, the employee may take the day before or after
11 the vacation or regular day off as the Holiday.
12

13 (f) Part-time operators who work a working holiday will be paid
14 three (3) hours of holiday pay at straight rate, in addition to time
15 worked for the holiday.
16

17 (g) PROCEDURES TO BE FOLLOWED FOR HOLIDAY
18 ASSIGNMENTS.

19 (OPERATORS)
20

21 Any employee in any department regularly assigned to work on a
22 nationally observed Holiday shall be entitled to work his full regular
23 shift.
24

25 The number of employees worked on Holidays shall be the
26 minimum reasonably required for the proper maintenance and
27 operation of the transit system.
28

29 An employee who is regularly assigned to work on a Holiday shall
30 not be encouraged by supervision to lay off.
31

32 (1) If the Holiday falls on a regularly assigned day
33 off, operator is automatically off on that day.
34

35 (2) An operator at Quarterly, Line or Temporary
36 Mark-up, selecting a regular, relief, or vacation run, having Sunday
37 as his regularly assigned day off, may elect to work the run he has
38 selected to work on the day upon which the Holiday falls, providing he
39 goes out on that day and that day is not his regularly assigned day
40 off, and with further provision that he elects to do so at the mark-up.
41

42 (3) An operator holding a regular run, relief run, or
43 temporary run, who has Sunday as his regularly assigned day off, and
44 who does not elect to work on the Holiday at time of mark-up will be
45 off on the Holiday, on account of Sunday schedules being operated,
46 unless needed for proper operation of service, in which event he will
47 be assigned as hereinafter provided.
48

49 (4) An operator working a regular or vacation run, who
50 is regularly scheduled to work on Sunday, will on the Holiday (unless
51 his regularly assigned day off) work the run he has selected to work
52 on the day upon which the Holiday falls. If the run which he has

1 selected to work on the day upon which the Holiday falls does not go
2 out, then he will work the run that he has selected to work on Sunday,
3 provided that another operator has not selected to work that Sunday
4 run on said holiday. If the Sunday run has been selected by another
5 operator, the employee is off unless he volunteers to work or is drafted.
6

7 (h) EXTRA BOARD PRACTICE TO BE CHANGED FOR HOLIDAYS,
8 AS FOLLOWS:
9

10 All open work must be accounted for each holiday on the Extra
11 Board and marked-up as follows:
12

13 (1) Active operators on board that day. Day runs and
14 show-ups for day work will be assigned to day operators and night
15 runs and show-ups for night work will be assigned to night operators.
16 Operators serving time will receive work ahead of volunteers and
17 drafted operators.
18

19 (2) Regular, relief and vacation run operators active that
20 day will be assigned to work in seniority order.
21

22 (3) Regular, relief and vacation run operators who are
23 off on account of Holiday schedules and not their assigned day off,
24 who volunteer to work that day will be assigned work in seniority
25 order.
26

27 (4) Regular, relief and vacation run operators who are
28 off on account of Holiday schedules and not their assigned day off,
29 who are required to work that day due to shortage of operators, will
30 be drafted, beginning with operators who have least seniority and
31 continuing up; however, the work will be assigned in seniority order
32 beginning with operator at top of list of such drafted operators.
33 Operators will be drafted for day work from those who have day runs,
34 and for night work from those who have night runs. However, an
35 operator can volunteer for day or night work and be used ahead of a
36 drafted operator.
37

38 (5) Extra operators on day off-day operators for day work
39 and night operators for night work.
40

41 (6) Regular, relief and vacation run operators on day
42 off-day operators for day work and night operators for night work.
43

44 (7) Operators on the Extra Board who are not needed for
45 holiday work at the time Extra Board is made out will be marked
46 "Excused this day only", starting with the last operator in seniority

1 ¹Day or Night Board, as is presently done. In case of ²unforeseen
2 circumstances creating extra work on the Holiday, operators marked
3 "Excused this day only" will be entitled to work ahead of all active
4 operators (operators serving time will be considered active) that day
5 who have had eight (8) hours work or pay, excluding holiday or
6 show-up pay; also will be called ahead of operators who have
7 volunteered to work. Operators marked "Excused this day only" will
8 be called for work in the inverse order in which excused.

9
10 (8) Full-time operators can volunteer for day or night
11 work and be used ahead of drafted operators and part-time operators
12 who volunteer. Part-time operators who are not working due to
13 holiday schedules and not on their assigned day off, may volunteer for
14 holiday runs and may be used ahead of drafted operators.

15
16 (9) Full-time extra board day operators will be offered
17 runs available on the board after the night board is exhausted, with
18 the right to decline, before any part-time employees will be allowed to
19 fill the run. This would also apply to necessary show-up operators.

20
21 Any extras, or other pieces of work, which cannot reasonably
22 be assigned will be shown on the Board and marked "To Fill".

23
24
25 Procedure for Holiday Allowance in Transportation Seniority Unit.

26
27 The computation of holiday pay for bus operators will be for
28 the run that is normally classed as holiday work. For example, a night
29 run which may start at 4:00 P.M. on the holiday and run through 2:00
30 A.M. on the next day would also be classed as a holiday run. There is
31 no question concerning the runs which are wholly within the holiday.

32
33 The computation of holiday pay for non-operating employees
34 in the Transportation Seniority Unit will be for the shifts that are
35 normally classes as holiday shifts for the various classifications of
36 work. The shifts are normally classed as holiday shifts if the major
37 portion of the time of the shift is during the holiday. If the time of the
38 shift is equally divided between that worked on the holiday and the
39 day before or the day after, the holiday shift is the one that starts in
40 the evening and continues on past midnight of the holiday.

41
42 See Section 1.21(f) for holiday pay for part-time operators.

¹ Day and Night Boards are considered as separate units in determining operators with lowest seniority to be excused.

² "Unforeseen circumstances" does not include spacing, pulling buses, or extras operated to Ball Park, Football Games, Starlight Theatre or Kemper Arena for break-up.

1 **Section 1.22. Group Insurance - Welfare.**
2

3 (a) Life Insurance.
4

5 The Authority will maintain at its own expense a \$15,000.00
6 group-life-and-permanent disability insurance policy upon each full-
7 time employee, present or future, to whom this Agreement is
8 applicable, and a \$7,500 group-life-and-permanent disability
9 insurance policy upon each active part-time employee, present or
10 future, to whom this Agreement is applicable.
11

12 This policy for full-time employees will automatically reduce to
13 \$3,250.00 at age sixty-five (65) and \$2,500.00 at age seventy (70).
14 This benefit will automatically reduce to \$1,000.00 upon retirement.
15 Policies for part-time employees will automatically reduce to
16 \$1,625.00 at age sixty-five (65), and \$1,250.00 at age seventy (70).
17

18 In addition to the above, the Authority will provide each employee,
19 (including part-time) \$50,000.00 insurance coverage for accidental
20 loss of life, limb, sight, or total disability, arising out of felonious
21 assault while performing his duties.
22

23 (b) Basic Health Insurance - Active Employees.
24

25 The Authority shall provide one or more comprehensive
26 hospital, medical and surgical health plan(s) with coordinated benefits
27 to all employees upon hire, and their dependents after one (1) year of
28 service. Effective January 1, 2001, the Authority shall provide one or
29 more comprehensive hospital, medical and surgical health plan(s)
30 with coordinated benefits and dependent coverage to all full-time
31 employees upon completion of the probationary period.
32

33 KCATA's plan will include all "essential health benefits"
34 required under federal law as adopted by the State of Missouri for
35 Missouri health plans.
36

37 The selection of the plan providers and the determination of
38 the design of the plans offered shall be subject, each year, to mutual
39 agreement between the parties. If the parties fail to reach agreement
40 within forty-five (45) days of the plan's anniversary date, either party
41 may demand expedited arbitration under Section 1.13(a) of this
42 Agreement. Arbitration must be demanded at least thirty (30) days
43 prior to the plan's anniversary date. The arbitrator may select plan or
44 plans consistent with the requirements of this contract. Any plan
45 proposed must offer different rates for each class of employees listed
46 below.
47

48 The Authority's contribution for full-time employees shall
49 equal eighty percent (80%) of the average of all plans at each level of
50 coverage (i.e., employee only, employee and one dependent, and
51 family). Employee contributions, if any, may be paid through a tax
52 sheltered wage reduction account to the extent permitted by law,

1 which account is to be established as soon as practicable after the
2 ratification of this Agreement.

3
4 For 2014 through 2017, the Authority will:

- 5 • The Authority will pay 80% of the average of all plans at each
6 level of coverage for employees who chose to participate in
7 Biometric Screening and Health Risk Assessment.
- 8
9 • The Authority will pay 75% of the average of all plans at each
10 level of coverage for employees who do not choose to
11 participate in Biometric Screening and Health Risk
12 Assessment.

13
14 Full-time employees who elect to waive Authority offered
15 insurance coverage may request reimbursement at the flat monthly
16 rate of \$100. An employee receiving insurance coverage by a spouse,
17 who is also employed by the Authority, will not be eligible for
18 reimbursement. Employees who wish to purchase medical insurance
19 outside the Authority, or who live outside the covered area, and who
20 can show proof of purchase, may be eligible for reimbursement up to
21 the amount of the Authority's level of contribution. In the event the
22 outside premium is less than the Authority's level of coverage, the
23 Authority will only pay the amount required to purchase coverage. In
24 no event shall the Authority contribution exceed the actual premium.
25 Employees may only waive KCATA coverage if they obtain coverage
26 elsewhere in a manner that does not adversely affect KCATA under
27 the provisions of the Affordable Care Act.

28
29 Any rebate or dividends received from the insurance
30 carrier on premiums paid on the group plan for hospitalization,
31 medical and weekly indemnity insurance will be prorated between the
32 employees and the Authority. The proration will be based on the
33 amounts paid by the employee and the Authority. The method of
34 distribution will be on a mutually agreed plan between the Union and
35 the Authority.

36
37 A program of self-insurance may be proposed to provide
38 medical insurance coverage, in which case, the premium will be
39 calculated on the basis of projected experience the first year, including
40 the development of a reserve, thereafter, modified on the basis of
41 actual experience with any excess above that actuarially determined
42 to be necessary to be treated as a rebate or dividend from an insurance
43 carrier as provided in this section.

44
45 (c) Coverage for Part-Time Employees.

46
47 After completing required initial training and probationary
48 periods, and as long as a minimum of ten (10) hours per week is
49 worked, part-time Transportation and Maintenance employees are
50 eligible to participate in a flexible benefit plan, whereby the Authority
51 will pay up to a cumulative total of \$120 per month for the cost of
52 various insurance coverage selected from the flexible benefit plan.

1 Such coverage must be selected immediately on first eligibility, or
2 thereafter during the Authority's annual open enrollment period. Part-
3 time employees who are eligible to participate in a flexible benefits
4 plan, but who waive coverage in writing, shall be eligible to be paid
5 ninety dollars (\$90.00) per month; provided that a part-time
6 Transportation Employee must work a minimum of fifteen (15) hours
7 per week and a part-time Maintenance Employee must work a
8 minimum of ten (10) hours per week in order to be eligible for the
9 waiver of coverage payment.

10
11 Hours worked will be averaged on a quarterly basis to
12 determine the weekly average hours worked. If the average for a part-
13 time employee does not equal ten hours, the Authority will discontinue
14 the monthly contribution toward the flexible benefit plan for the
15 employee for an entire quarter.

16
17 The Authority will make every effort to include a health
18 insurance option in the flexible benefit plan for part-time employees.
19 When no such benefit is available in the marketplace, the Authority
20 assumes no obligation.

21 (d) Weekly Indemnity Benefits.

22
23 Full-time employees shall receive an employer paid weekly
24 indemnity benefit in the amount of two hundred fifty dollars (\$250.00)
25 per week, payable for a maximum of twenty-six (26) weeks. Part-time
26 employees shall receive an employer paid weekly indemnity benefit in
27 the amount of one hundred dollars (\$100.00) per week, payable for a
28 maximum of twenty-six (26) weeks. The weekly indemnity benefit will
29 not be paid until all accumulated sick leave has been exhausted.

30
31 It is understood that the Authority shall meet its contractual
32 obligation to provide this benefit by purchasing a short-term disability
33 policy which is commercially available and covers own-occupational
34 disabilities. It is understood further that the Authority and the Union
35 will jointly select the plan and provider subject to the applicable
36 procedures set forth in Section 1.22(b), paragraph three.

37
38 (e) Hospital and Medical Benefits for Retired Employees.

39
40 (1) Pensioners who have retired prior to age sixty-five
41 (65) shall be entitled to family or individual coverage under the same
42 terms as active employees. The Authority shall pay ninety percent
43 (90%) of the premium for the pensioner's own coverage until the
44 pensioner has reached age sixty-five (65).

45
46 (2) Upon attainment of age sixty-five (65) or becoming
47 eligible for Medicare benefits, the Authority shall pay twenty-one
48 dollars and fifty cents (\$21.50) for Medicare B. Employees shall be
49 required to apply for Medicare benefits when first eligible, regardless
50 of age.
51
52

1 (f) Dental Benefits.
2

3 The Authority shall contribute five dollars per week on behalf
4 of each employee for whom pension contributions are made to a plan
5 for the purpose of providing dental benefits for employees and their
6 dependents. The details of this plan shall be determined by the
7 Authority and the Union during the term of this Agreement. Unless
8 the parties agree otherwise the plan shall be a jointly administered
9 trust fund. In no event, however, shall the Authority's contribution
10 exceed the then current premium.
11

12 **Section 1.23. Physical Examination Pay Time.**
13

14 Employees, including part-time, required to have physical
15 examinations (except the preliminary examination of an applicant for
16 employment) will be paid the actual time required therefor, including
17 necessary travel time, at their straight hourly rates. Such time spent
18 will be used in the computation of overtime after forty (40) hours of
19 work. All reasonable efforts will be made to schedule physical
20 examinations during work hours or within two (2) hours before or after
21 the start or end of the employee's shift. Employees will not be required
22 to take such examination on their days off, without their consent. The
23 above to include Worker's Compensation cases.
24

25 **Section 1.24. Meals and Hours-Emergency Work.**
26

27 The employees assigned to the operation of salt trucks, other
28 trucks used for snow removal, salt-loaders, pusher buses and snow
29 equipment, or employees engaged outside of their regularly scheduled
30 hours in making emergency repairs or cleanups during fire, storm,
31 flood or snow or ice conditions will be furnished meals at Authority
32 expense at the end of each five (5) hour period of such work, or, if
33 meals cannot reasonably be furnished under the conditions then
34 prevailing, the Authority will pay meal allowance for each five (5) hours
35 worked; six dollars fifty cents (\$6.50) meal allowance effective October
36 1, 2005, provided, that if any final period of such work amounts to
37 more than four and one-half (4-1/2) hours but less than five (5) hours,
38 same shall be treated as a five (5) hour period for the purposes hereof;
39 and provided further, that when employees are assigned to such work
40 immediately after their regular shift, they will be furnished meals at
41 Authority expense or the aforesaid meal allowance at the time of
42 engaging in such work as well as at the end of each such five (5) hour
43 period thereafter.
44

45 Employees engaged in this class of work will be kept on such
46 duty not longer than sixteen (16) consecutive hours except under
47 extreme emergency conditions, and, if kept on such duty for sixteen
48 (16) consecutive hours or more, will be given at least ten (10) hours
49 off duty thereafter before being called back to work, unless emergency
50 conditions would prevent the adequate rendition of service by so
51 doing, or the employee is willing to return earlier; but the Authority
52 will make every reasonable effort to provide the full rest period under

1 such conditions.
2

3 It is agreed that employees will not be docked for time
4 required for meals furnished by the Authority during emergency work
5 under this Section. However, since the Authority is paying both for
6 the meals and the time spent in consuming same it has the right to
7 impose requirements so that the employees will be given the proper
8 length of time to order and consume their meals but not to dawdle
9 thereover.

10
11 **Section 1.25. Uniforms.**
12

13 The Authority shall have the right to specify from time to time
14 the type and design of uniforms (including caps and accessories) to be
15 worn by bus operators and traffic checkers while on duty; also, to
16 prescribe which other classes of employees (if any) shall be required
17 to wear uniforms or particular types of work clothes and the kind
18 thereof. (Reference Sections 2.26 and 3.4.)
19

20 **Section 1.26. Union Insignia.**
21

22 Employees of the Authority who are members of the Union
23 in good standing shall be permitted to wear while on duty the standard
24 type of Union button prescribed by their International organization.
25 The wearing of such button by a member of the Union in good
26 standing shall not be a cause for discipline, but coercive or provocative
27 action by an employee against another employee, occasioned by his
28 wearing such a button, shall be a legitimate cause for discipline by
29 the Authority.
30

31 At the request of any individual employee covered under this
32 Agreement, an agreed-upon Union logo patch shall be affixed to the
33 left jacket sleeve, shirt, and uniform cap of any employee who requests
34 such. The Union shall provide the logo patches at its expense.
35

36 **Section 1.27. Union Activity on Authority Property and Time.**
37

38 The duly accredited officials of the Union shall have free
39 access at all reasonable times to Authority property for the purpose of
40 conducting the proper business of the Union with Authority officials
41 and of dealing with members who may be off duty. Such Union
42 officials shall be permitted to distribute Union cards on Authority
43 property; provided, however, that no such distribution or other Union
44 activity shall be conducted by or with employees while on duty or on
45 Authority time. And, provided further, that there shall be no
46 anti-union activities or activities on behalf of other unions by or with
47 employees while on duty or on Authority time.
48

49 Any employee who has invoked the grievance procedure
50 hereinbefore set forth will, upon application to his superior, be
51 excused from duty for the purpose of attending a scheduled
52 conference or hearing thereon and such employee will also be excused

1 from duty for the purpose of conferring with Union officials in regard
2 to such grievance where it is shown to the satisfaction of his superior
3 that it is impracticable for such conference to be held while on duty,
4 but every reasonable effort shall be made by Union officials to hold
5 such conference during non-duty periods.
6

7 Employees excused from duty for the above purposes shall not
8 receive pay for the time off.
9

10 **Section 1.28. Union Bulletin Boards.**
11

12 The Authority will provide bulletin boards for the Union at
13 proper locations. No material shall be posted thereon except notices
14 of meetings and elections, results of elections, changes in the
15 governing laws of the Union, notices of social occasions of employees
16 and similar Union notices, letters, and memoranda, and same shall
17 be signed by an officer of the Union. No materials shall be posted on
18 or in Authority property, by or on behalf of the Union or its members,
19 except as provided above.
20

21 **Section 1.29. Supervisors Working With Tools and on Union Jobs.**
22

23 All supervisory personnel will use such tools as they deem
24 necessary, only when demonstrating a method to an employee, in an
25 emergency, and in inspection, research or experimental work which
26 would not be classed as production and maintenance work.
27 Supervisory personnel will be allowed to work in an emergency
28 situation when all appropriate overtime lists have been exhausted.
29

30 **Section 1.30. Locker-Hanger-Washroom-Drinking and Toilet**
31 **Facilities.**
32

33 The Authority will furnish adequate locker, hanger,
34 washroom, drinking and toilet facilities in all Seniority Units. In case
35 of a Line or Route change, every reasonable effort will be made to have
36 such facilities available at the time of such change.
37

38 **Section 1.31. Change in Job Titles.**
39

40 Established jobs will not be discontinued and new ones
41 calling for substantially the same class of work created under different
42 titles to take their place for the purpose of, or with the effect of,
43 reducing the rate of pay.
44

45 **Section 1.32. Snow and Ice Work.**
46

47 Employees operating salt trucks, pusher buses, snow
48 equipment or salt loading equipment and their helpers, shall receive
49 premium pay of one dollar (\$1.00) per hour in addition to the straight
50 time or overtime rate applicable to them under other provisions of this
51 Agreement during the period of November 1 through March 31 each
52 year, or during actual snow or ice conditions. Employees engaged in

1 making emergency repairs to the aforesaid equipment on road calls
2 during snow or ice conditions shall receive premium pay of one dollar
3 (\$1.00) per hour, in addition to the straight time or overtime rate then
4 applicable to them under other provisions of this Agreement for all
5 time spent in such emergency repairs.
6

7 The Authority will provide suitable water-repellent clothing
8 and overshoes or boots for such work for employees whose normal
9 activities do not require such outdoor equipment.
10

11 **Section 1.33. Seniority and Other Lists.**
12

13 The Authority will furnish the Union a copy of the seniority
14 list of each Seniority Unit effective with the first pay period each year.
15

16 Also, as of the fifteenth and last days of each month (and
17 within ten (10) days thereafter), the Authority will furnish the Union
18 with a written list showing the new employees entering the job
19 classifications covered hereby and the employees in such job
20 classifications leaving the service, respectively, within such periods,
21 with their classifications and the date of such entry or departure,
22 respectively.
23

24 **Section 1.34. Call-Outs.**
25

26 A call-out shall mean a direction to an employee, given at his
27 home or any place except his place of employment or the immediate
28 vicinity, to report for work at any time other than the reporting time
29 for the start of his regular assignment. Notification given to an
30 employee that he is needed for an interview or investigation, whether
31 notification is given at his home, place of employment or elsewhere,
32 shall not be deemed a call-out.
33

34 An employee who is called out shall receive one (1) hour
35 travel time at his straight hourly rate for each such call-out.
36

37 An employee called out or directed to report for work before
38 his regular shift will be guaranteed at least three (3) consecutive hours
39 of extra work at time and one-half, unless such work extends into the
40 time of his regular shift in which event time and one-half will be paid
41 from the starting time until the time of his regular shift and the
42 balance at his regular rate.
43

44 An employee called out or directed to report for work after
45 his regular shift will be guaranteed at least three (3) consecutive hours
46 of extra work at time and one-half unless such work immediately
47 follows his regular shift in which event time and one-half will be paid
48 for the actual time engaged.
49

50 **Section 1.35. Windshield Wipers - Defrosters - Heaters.**
51

52 Buses shall have working heaters and defrosters when the

1 outside temperature, as determined by the National Weather Service
2 located at KCI, is below thirty-two (32) degrees and the bus is scheduled
3 to be put in service more than two (2) hours. Operators shall be
4 required to put a bus in service up to the two (2) hour limitation.
5 Operators shall not be required to keep a bus in service without heaters
6 or defrosters, under these conditions. When confronted with these
7 conditions, while in service and after leaving the garage, the operator's
8 problem shall be relieved within two hours. This provision is in effect
9 during the period of November 1 through March 31 each year. The
10 operator dress code will be appropriately relaxed during extreme
11 weather conditions.

12
13 **Section 1.36. Speedometers.**
14

15 The Authority will pay the fines assessed for speeding
16 against any employee driving a vehicle of the Authority not equipped
17 with a speedometer, or if equipped with a speedometer and the
18 speedometer is not in working order at the time of the offense, and if
19 investigation discloses that the employee was not operating recklessly
20 under the circumstances prevailing at the time of the offense.

21
22 The Authority will review, upon request, traffic violations,
23 accidents and other disputes which occur while operating an
24 Authority vehicle to determine whether legal representation shall be
25 provided by the Authority. The Union will be notified prior to the final
26 disposition to represent.

27
28 **Section 1.37. Chauffeur's and Operator's Licenses.**
29

30 The Authority will furnish a commercial driver's license
31 (CDL) to all employees, including part-time, who drive Authority
32 vehicles. Licenses shall remain in possession of such employees. It
33 will be the responsibility of bus and truck drivers to see that licenses
34 are kept current. No employee will operate an Authority vehicle
35 without a valid CDL as required by law from their state of residence.

36
37 **Section 1.38. Employee Personal Property Indemnity.**
38

39 The Authority will reimburse employees, including part-time,
40 for the actual cash value only up to the maximum amount listed for
41 the items of personal property mentioned below, when such items are
42 lost, stolen, or damaged as the result of any forcible taking,
43 altercation, or accident while such employees are on assigned duty for
44 the Authority:

45

46 Contact Lenses or Eyeglasses	\$125.00
47 False Teeth (per plate)	\$150.00
48 Watches	\$100.00
49 Hearing Aids	\$300.00
50 Personal Clothing	\$125.00

51
52 any other necessary items which the employee might be required by

1 the Authority to carry while on assigned duty.
2

3 The Authority shall have the right to require a statement of
4 fact and full disclosure from the employee concerning any such
5 claimed loss or damage, and shall have the right to replace in kind, or
6 repair, any such item in lieu of any such payment.
7

8 The employee may make direct contact with the Police
9 Department after giving proper notification to his Supervisor or
10 Dispatcher.
11

12 **Section 1.39. Injury on the Job.** 13

14 In the event an employee is injured on the job, within the
15 meaning of the Missouri Worker's Compensation Law, the Authority
16 will, for the day on which such injury occurs, pay such employee for
17 his full assignment that day. In addition, the Authority will pay for
18 the first and third days of the waiting period. The second day may be
19 covered by employee's sick leave. An employee's regular days off will
20 be used in computing the three (3) day waiting period for Worker's
21 Compensation insurance. In the event an employee is off beyond a
22 fourteen (14) day period, Worker's Compensation will pay for the three
23 (3) day waiting period, in which case the Authority shall have
24 subrogation rights to the money received by the employee from
25 Worker's Compensation for the three (3) day waiting period.
26

27 Sick leave may be used to make up the difference between Worker's
28 Compensation and a normal forty (40) hour week to the nearest full
29 day's pay. In no event shall sick leave or weekly indemnity benefits
30 be used to compensate any employee for more than his normal weekly
31 wage.
32

33 The Authority will continue all health and welfare benefits for
34 employees while off due to an injury on the job.
35

36 Whenever any employee covered by this Agreement becomes
37 unable to perform his regular duties, through no fault of his own, by
38 reason of injury intentionally inflicted upon him and arising out of and
39 in the course of his employment with the Authority, compensable
40 under the Missouri Worker's Compensation Law, the Authority will
41 pay such employee a supplemental benefit equal to the difference
42 between his normal weekly wage and the disability benefits to which
43 he is entitled under said Law, for a period of absence from work due
44 to the same injury not exceeding thirty (30) weeks. Payments herein
45 provided for shall be prorated when absence from work due to such
46 injury is for partial weeks. The foregoing obligation of the Authority
47 to pay such employee for absence from work due to such injury the
48 foregoing supplemental benefits shall not be deemed to be the
49 payment of wages to said employee within the meaning of paragraph
50 3, Section 287.160 (Revised Statutes of Missouri, 1959) of said
51 Missouri Worker's Compensation Law, and the Authority hereby
52 waives and forgoes any right it may have under said Law to claim

1 credit therefor against any of the various disability benefits liabilities
2 imposed upon it by said Law in favor of such employee. (Ref. UIBLE
3 Arbitration Award 1/30/74.)
4

5 An employee will be made whole for any time lost during his
6 regular working hours for required visits to the Authority doctor
7 because of injury on the job.
8

9 When an employee is injured on the job, within the meaning
10 of the Missouri Worker's Compensation Law, the Authority may
11 require the employee to participate in its Transitional Duty Program
12 as prescribed in the Authority's policy "Transitional Assignment
13 Program" for On The Job Injuries, effective 6/1/2005. Employees who
14 fail to participate in the Transitional Duty Program and remain absent
15 may jeopardize their entitlement to lost time benefits under Workers'
16 Compensation law for such absence.
17

18 Any employees with injuries suffered on the job will be
19 required to participate in the Transitional Duty Program unless the
20 employee provides adequate documentation to substantiate that
21 changing shifts will result in an unreasonable family hardship. Such
22 a hardship includes, but is not limited to, dependent child or parent
23 care, or educational pursuit. In such instances, the employee may be
24 required to participate a lesser number of hours during the day.
25

26 **Section 1.40. Substance Abuse and Employee Assistance** 27 **Program.** 28

29 The Union and the Authority agree to establish a joint
30 Employee Assistance Program to assist and encourage all employees
31 of KCATA with personal problems and to create a safer environment
32 for the Authority, passengers and motoring public. This program is
33 designed to offer help to employees who have personal problems such
34 as: Financial, family/marital, alcohol abuse, drug abuse, emotional
35 problems and any other problems, so that referral can be made for the
36 appropriate type of care. This program is for assisting and
37 rehabilitating, not eliminating employees. However, the safety in
38 day-to-day operations must be considered in the application of this
39 program.
40

41 Any employee who willingly participates in this program can
42 be assured of confidentiality. It shall also be the responsibility of the
43 committee to assure any employee with any type of problem that a
44 request for diagnosis or treatment will not jeopardize his job rights or
45 job security. Employees who willingly participate in this program will
46 be eligible for evaluation, by an EAP provider. After this evaluation,
47 the provider will determine what treatment and length of time is
48 necessary for rehabilitation. Such employees will be entitled to
49 benefits, if accumulated and consistent with this Agreement.
50

51 Any employee who willingly participates in this program will
52 be entitled to all of the rights and protection provided to other

1 employees.

2
3 Any employee requesting diagnosis or treatment will not
4 jeopardize his job rights or job security. It is understood and agreed
5 that such employee must request rehabilitation and treatment prior
6 to being selected for, or required to submit to, a random or other drug
7 or alcohol test. The confidential handling of these problems is
8 guaranteed.

9
10 The EAP Committee shall consist of eight (8) members, four
11 (4) Union and four (4) Management. Members of this committee shall
12 be allowed up to two (2) hours pay per month for meeting.

13
14 The Committee shall have the duty and authority to:

15
16 1. Review the current literature and research on all facets
17 of this program including the latest alcohol and drug testing
18 technology, the latest procedures and techniques for successful
19 rehabilitation, and the latest legal opinions and rulings that impact
20 on the subject. Joint recommendations on changes and
21 improvements in the program may be developed.

22
23 2. Participate in developing an employee education and
24 training program for all employees who perform safety-sensitive
25 functions.

26
27 3. Assist employees who voluntarily seek help in securing
28 help through the EAP Program.

29
30 4. Participate in the selection of the EAP provider, as
31 designated by the parties.

32
33 5. The Union and Authority agree to retain and assume
34 responsibility for all employee rights and obligations, under this
35 Agreement.

36
37 **Section 1.41. Substance Abuse**

38
39 The Employer shall conduct drug and alcohol testing as
40 required by DOT regulations and KCATA's Substance Abuse Policy.
41 The employer shall have the authority to require the employee to
42 immediately submit to a medical test, including a blood test, urine
43 test, hair strand/follicle test, breath test or other standard tests to
44 determine whether or not the employee has consumed alcoholic
45 products, narcotics, or other controlled substances. Refusal to
46 submit to any such medical test by the employee shall result in such
47 employee's immediate termination.

48
49 If an employee tests positive for drugs, or for alcohol at or
50 above the level of .08, such employee shall be terminated. If an
51 employee tests positive for alcohol at a level of .079 or below, such
52 Employee shall be subject to discipline, including discharge in

1 accordance with the KCATA Substance Policy. Such policy shall
2 include provision for a “last chance” for employees who test positive
3 for alcohol at a level of .079 or below, who are not involved in a serious
4 accident or criminal infraction, and who sign and adhere to the terms
5 of a “Last Chance Agreement,” as provided in such Policy.
6

7 **1.42. Contributions and Solicitations.**
8

9 Employees shall not be compelled by the management to
10 contribute to any charitable, civic or other public fund or collection,
11 and all such contributions shall be on a purely voluntary basis.
12

13 Solicitations for funds or other purposes and circulation of
14 subscription lists, petitions, endorsements or other documents shall
15 not be conducted on Authority property or among employees on duty,
16 except with the written consent of the Authority.
17

18 **Section 1.43. Safety Clause.**
19

20 The Union and Authority agree to the establishment of as
21 many safety committees as may be required (but not more than one
22 per Seniority Unit) each to be composed of two (2) employees and two
23 (2) supervisors. These committees shall meet monthly and shall make
24 such recommendations to the Authority as they deem required in the
25 interest of maintaining safe working conditions for the employees.
26 Copies of the minutes are to be sent to the Union.
27

28 **Section 1.44. Training.**
29

30 The Authority will attempt to schedule employees' training
31 or education classes during the employees' regular duty hours. In the
32 event an employee attends training or education classes during
33 off-duty hours, such time will be paid at the employee's regular
34 straight time rate and be used in the computation of overtime after
35 forty (40) hours of work. Time spent in training during an employee's
36 regular working hours will be treated as if the employee has worked.
37 Remedial training is not covered under this provision.
38

39 **Section 1.45. Sub-Contracting.**
40

41 The Kansas City Area Transportation Authority shall not
42 contract out work historically performed by members of the
43 Bargaining Unit if contracting of such work would eliminate work
44 performed by the Bargaining Unit. Contracting of such work will not
45 result in layoff of members in the Bargaining Unit while such
46 contracting is in effect.
47

48 Maintenance work substantially covered by manufacturer or
49 contractor warranties may be performed by the supplier or contractor
50 while such warranties are in effect. Maintenance work that exceeds
51 the workload capability of the existing employees may be contracted
52 out if such contracting does not cause lay-off of employees of the

1 Bargaining Unit.

2
3 **Section 1.46. Work Schedule Study.**
4

5 During the term of this agreement, the parties jointly agree
6 to conduct a study to determine whether it would be mutually
7 beneficial to convert any or all positions covered under this agreement
8 to a 4-day per week, 10-hour per day work schedule. The initial phase
9 of this process will involve KCATA's purchase of an independent third-
10 party review from the Nelson Nygaard consulting firm. Thereafter, a
11 Joint Labor Management Committee shall meet to review the
12 recommendations from the independent review. The Committee shall
13 consider including the following terms:
14

15 (a) The impact on operator fatigue and the general desirability
16 of such assignments from the operator's perspective is uncertain. In
17 light of the need to fully assess the operational impact of such a new
18 program on the Authority and operators, the parties acknowledge that
19 the establishment of the 10-hour work day should be experimental
20 undertaken as a pilot program, giving either party the right to
21 terminate the program at some time certain.
22

23 (b) Four-day workweeks shall be posted for selection at the
24 regular mark-up first occurring after the parties have agreed upon a
25 pilot program. With the Transportation Seniority Unit, the 10 hour
26 work day shall include time for reporting, pulling-out, turning-in, and
27 time to make-up the 10-hour daily guarantee. Daily overtime shall be
28 provided after 10 hours per day in accordance with Section 2.7(a) of
29 the Collective Bargaining Agreement. Spread penalty pay provided
30 under Section 2.7(d) shall be paid after 13 hours for half-time, and 15
31 hours for full-time (i.e. the spread pay points are moved 2 hours
32 forward).
33

34 (c) For paid leave pursuant to Sections 1.18(d), 1.18(e), 1.19 and
35 1.21, (i.e. sick leave, bereavement leave, vacations and holidays)
36 employees working 4-day workweeks shall accrue daily leave on the
37 basis of 8 hours per day, however, when used daily pay shall be
38 calculated on the basis of 10 hours at the straight-time hourly rate.
39 Court and Jury Duty pay shall be calculated as prescribed by Section
40 1.18(f).

1
2
3
4 **ARTICLE II**

5 Transportation Seniority Unit

6
7 **Section 2.1. Definitions.**

8
9 As used in this Article the following terms have the following
10 meanings:

11 A "piece of work" is any work assigned to an operator which has
12 no unpaid breaks.

13 A "regular run" is a scheduled piece or combination of pieces of
14 work providing the minimum hours prescribed in Section 2.2 for a
15 regular run, and so shown upon the run guides of the schedules.

16 A "straight run" is a regular run having no unpaid breaks.

17 A "two-piece run" is a regular run that has only one (1) unpaid
18 break.

19 A "three-piece run" is a regular run that has two (2) unpaid
20 breaks.

21 An "owl run" is a regular run a part of which works continuously
22 from 2 A.M. to 5 A.M.

23 A "made-up run" is an extra or combination of extras or other
24 work agreed to between the Authority and the Union which may pay
25 more or less than the minimum agreed upon for a "regular run".

26 An "extra" is a piece of work providing less than the minimum
27 hours for a "regular run" prescribed in Section 2.2, and not made into
28 a "made-up run".

29 A "day run" is any run that is completed by 8 P.M.

30 A "night run" is any run, except "owl runs", that is completed after
31 8 P.M.

32 A "weekday run" is a run which is not regularly scheduled for
33 operation on Saturdays or Sundays.

34 A "vacation run" is a run worked to relieve operators holding
35 regular runs or relief runs on their scheduled vacation.

36 A "relief run" is a run made up to relieve operators holding regular
37 runs on their assigned days off.

38 A "five-day run" is any combination of regular weekday, Saturday
39 and Sunday runs scheduled for operation five (5) days in a calendar
40 week.

1 "Pull-out time" is time allowed operator to prepare bus for service.

2
3 "Pull-in time" is time allowed operator for storing bus in yard.

4
5 "Sign-on time" is time allowed operator for obtaining schedules
6 and necessary supplies at the beginning of his assignment.

7
8 "Turn-in time" is time allowed operator to make turn-in at the
9 Dispatcher's office upon completion of his assignment.

10
11 A "workday" extends from the first pay sign-on of an operator
12 until he is last signed off on the time sheets for one day's operations;
13 provided, however, that if operator works continuously through into
14 the next workday such continuous work shall be considered a part of
15 the one workday.

16
17 "Platform time" is that time during which an operator is in charge
18 of a bus from yard exit to yard entrance.

19
20 "Work time" is time allowed an operator for regular allowance time
21 which shall consist of sign-on time, pull-out time, platform time, travel
22 time, pull-in time and turn-in time, but does not include guarantee
23 time.

24
25 "Pay time" is time allowed an operator for regular allowance time
26 which shall consist of sign-on time, pull-out time, platform time, travel
27 time, pull-in time, turn-in time and guarantee time.

28
29 "Guarantee time" is the time paid for, but not worked, to make
30 up a minimum guarantee for certain classes of work.

31
32 "Show-up time" is paid waiting time.

33
34 **Section 2.2. Runs.**

35
36 The Authority shall construct its schedules so as to conform to
37 the following:

38
39 The work time of not less than seventy-five percent (75%) of all
40 regular runs on the system shall be completed within a spread of
41 twelve and one-half (12-1/2) hours, effective with the next mark-up
42 and no penalty is included until that time; and the work time of not
43 less than ninety percent (90%) of all regular runs shall be completed
44 within a spread of thirteen (13) hours with overtime pay as provided
45 in subsection "(c)" of Section 2.7.

46
47 The number of straight day runs on the system on weekdays shall
48 be not less than one hundred percent (100%) of the number of vehicles
49 in service on the line at 11 A.M., including vehicles enroute to or from
50 garage and storage yard.

51
52 The number of straight runs on the system on Saturdays shall be

1 eighty-five percent (85%) of the total runs on Saturday.

2
3 All regular night runs shall be straight runs.

4
5 All regular Sunday runs shall be straight runs. Extras on Sunday
6 will be scheduled for no more than 4 platform hours.”

7
8 All regular owl runs shall be straight runs.

9
10 There shall be no three-piece runs.

11
12 Scheduled breaks of one (1) hour or less in work time of any
13 regular runs shall be paid for, such time shall be used in computing
14 overtime spread.

15
16 All regular runs shall pay a minimum of eight (8) hours from
17 sign-on to sign-off, with overtime as provided in subsection "(a)" of
18 Section 2.7. The workweek in this Seniority Unit shall consist of five
19 (5) workdays in seven (7), and each workday will consist of a minimum
20 of eight (8) hours.

21
22 **Section 2.3. Minimum Guarantees.**

23
24 Operators shall be paid a minimum of two and one-half (2-1/2)
25 hours for any piece of work not part of a regular run, except that (a) a
26 minimum of one (1) hour shall be paid for pulling or spacing buses,
27 spotting same for ticket sales for civic ventures (such as

28 American Royal, Starlight Theatre, etc.); (b) actual time shall be paid
29 for any messenger service performed by operators; and (c) if the
30 overtime rate is applicable to any of the above-mentioned pieces of
31 work, either the work time at the time and one-half rate, or the
32 minimum guarantee at the straight hourly rate, whichever is the
33 larger amount, shall be paid, but not both.

34
35 A bus operator called out for work before his regular assignment,
36 as per Section 1.34, shall be guaranteed at least three (3) consecutive
37 hours of extra work at time and one-half, unless the work for which
38 called out extends into the time of his regular assignment, in which
39 event time and one-half shall be paid from the starting time until the
40 time of his regular assignment, and the balance at his regular rate;
41 and a bus operator called out for work after his regular assignment,
42 as per Section 1.34, shall be guaranteed at least three (3) consecutive
43 hours of extra work at time and one-half.³ An operator called out on
44 his regular day off, shall be entitled to one (1) hour travel pay and
45 three (3) hours' guarantee as provided in Section 1.34.

46
47 Operators on the Extra Board who make their regularly required

³ For minimum guarantees of non-operating employees on call-outs, see Section 1.34.

1 show-ups and perform the work assigned shall be guaranteed eight
2 (8) hours work or pay per day at the straight hourly rate. Operators
3 on the Extra Board shall be paid at the straight hourly rate for all
4 waiting time; except that an operator calling in before his sign on time,
5 but arriving late shall be paid at one-half the straight hourly rate for
6 all waiting time for the first show-up per day, and for any show-ups
7 in excess of one (1) per day such operators shall be paid the straight
8 hourly rate for all waiting time in each such excess show-up. Show-up
9 time shall begin when operator reports to the Office Dispatcher, but
10 in no event earlier than time of required show-up, and show-up times
11 shall end when operator is excused by the Office Dispatcher. If
12 operator makes his regularly required show-ups but gets no work that
13 day he shall be allowed the minimum guarantee of eight (8) hours.
14

15 Show-up time shall not pay overtime or be used in computing
16 overtime or spread time hours or rates (except as provided in Section
17 2.9 and any instance where waiting time is allowed as work time); and
18 any waiting time paid for under other provisions of this Agreement
19 shall not also be paid for under this Section.
20

21 Stand-by time for operators held over for special late night service
22 with work time starting after 10 P.M., will be allowed up to a maximum
23 of one (1) hour at the straight hourly rate, from the time an operator
24 signs off his regular run to the time of signing on for such special
25 service extra.
26

27 No scheduled piece of a regular run shall pay less than two (2)
28 hours.
29

30 Procedure for Computing Time when Two or More Minimum
31 Guarantees are Involved.
32

33 (a) If an operator, who has worked an assignment (other than a
34 regular run as hereinafter provided) which carries a pay allowance or
35 minimum guarantee in excess of the work time in that assignment
36 and who is being held at his headquarters to perform any work
37 assigned during the remaining period paid for, is given an additional
38 work assignment which carries a minimum guarantee time period that
39 does not extend beyond the time of the original guarantee period, he
40 shall perform such additional work assignment as a part of his original
41 assignment.
42

43 (b) Whenever two or more minimum guarantees are involved, a
44 guarantee period will continue only up to the time the next assignment
45 starts and the minimum guarantee of said next assignment then will
46 apply, except in the case of a regular run.
47

48 (c) Where a regular run is involved and the additional work
49 assignment does not start contemporaneously with the time of signing
50 off the regular run, whatever part of the run guarantee remaining will
51 be allowed and the pay for the additional work assignment will be
52 computed on the same basis as if the run had actually worked eight

1 (8) hours.
2

3 (d) When a regular run is involved and the additional work
4 assignment starts contemporaneously with the time of signing-off the
5 regular run, then the pay allowance for the run will end at that time
6 and the pay allowance for the additional work assignment will start.
7 Either the minimum guarantee for the additional work assignment at
8 the straight hourly rate, or the time and one-half rate for all work time
9 (including the run and the additional work assignment) in excess of
10 eight (8) hours will be paid, whichever is greater.
11

12 (e) When an operator is operating a vehicle in regular road
13 operation and is directed to fill space for certain other vehicles, the
14 minimum guarantee for spacing will not be applicable, but he will
15 receive his regular rate of pay therefor.
16

17 **Section 2.4. Terminal Time.** 18

19 The Authority shall construct its schedule so that no less than
20 five (5) minutes time (applicable to the outlying end of lines and, where
21 through lines have two outlying ends, then at each outlying end, or at
22 one end of a cross-town line) shall be included during the non-rush
23 periods (i.e., between 8:30 A.M. and 3:30 P.M. and after 6:30 P.M.) on
24 all business days, Mondays to Saturdays, both inclusive, and during
25 all hours on Sundays and Holidays; provided, that such terminal time
26 shall not be included for lines, or turn-back trips, of forty (40) minutes
27 or less round-trip running time, unless otherwise agreed to by union
28 and management. On lines, or turn-back trips, of forty (40) minutes
29 or less round-trip running time, there shall not be less than four (4)
30 minutes terminal time on one end of each round-trip during the
31 periods of the day above set forth, unless otherwise agreed to by union
32 and management.
33

34 During the hours of days not set forth above, not less than three
35 (3) minutes terminal time (applicable to the outlying end of lines and,
36 where through lines have two outlying ends, then at each outlying
37 end, or at one end of a cross-town line) shall be included in
38 schedules; provided, that such terminal time shall not be included
39 for lines, or turn-back trips, of forty (40) minutes or less round-trip
40 running time, unless otherwise agreed to by union and management.
41 On lines, or turn-back trips, of forty (40) minutes or less round-trip
42 running time there shall be not less than three (3) minutes terminal
43 time on one end of each round-trip, unless otherwise agreed to by
44 union and management.
45

46 Schedules shall be so constructed that when a relief is scheduled
47 at an end of a line where terminal time is allowed, the terminal time
48 allowance shall be a part of the run making the relief.
49

50 In actual operation the terminal time as scheduled may not in all
51 cases be realized due to uncontrollable delays. In order to maintain
52 good service to the public, operators shall endeavor to leave end of line

1 on scheduled time. Complaints about the inability to realize terminal
2 time shall be presented by the union to Scheduling which shall
3 promptly review the matter and make appropriate adjustments, if
4 required.
5

6 On the 7th St.-Parallel line, terminal time will be allowed at each
7 end (43rd & Adams and 32nd & Parallel); however, the Authority shall
8 have the right to schedule less than the specified terminal time, but
9 in such cases the full terminal time will be paid for and this time
10 allowed, but not actually scheduled, shall be considered as "work
11 time" and any overtime or spread provision which applied will be
12 allowed at the regular rate. Also, any guarantee time applicable will
13 be reduced by the amount of terminal time allowed though not
14 scheduled. The amount of terminal time allowed but not scheduled
15 for each run will be shown on the run guide.
16

17 **Section 2.5. Sign-on, Pull-out, Pull-in and Turn-in Time.**

18

19 Reporting time of all operators and paid allowances for obtaining
20 necessary supplies, pull-outs and pull-ins, and turning in, shall be as
21 follows:
22

23 Any operator required to report to the Office Dispatcher or before
24 taking out any piece of his run shall report not later than pay-sign-on
25 time.
26

27 When an operator is required to report to the Office Dispatcher at
28 the beginning of his assignment, he shall be allowed five (5) minutes
29 sign-on time to obtain his schedule and necessary supplies.
30

31 When a bus operator is required to take a bus out of the garage
32 he shall be allowed ten (10) minutes for pull-out, and when required
33 to take a bus out of storage yard he shall be allowed fifteen (15)
34 minutes for pull-out.
35

36 When an operator is required to take a bus to the garage or
37 storage yard, he shall be allowed five (5) minutes pull-in time.
38

39 In the event that a run or extra is regularly scheduled to make a
40 trade of buses with another run or extra on another line, the operator
41 working the run or extra and moving to the other line to trade will be
42 paid an additional allowance of ten (10) minutes at his regular rate of
43 pay to be added to the work time in that part of his assignment in
44 which the trade is made.
45

46 **Section 2.6. Travel Time.**

47

48 The Authority shall so construct its schedules so as to allow travel
49 time to operators, which shall be paid for as follows:
50

51 (a) When required to report to the Office Dispatcher before making
52 relief on the road, travel time shall be paid between the garage and

1 relief point.

2
3 (b) When required to report to the Office Dispatcher after being
4 relieved on the road, travel time shall be allowed between relief point
5 and garage.

6 (c) When bus is taken to the garage and relief is later made on the
7 road, travel time shall be allowed from the garage to relief point.

8
9 (d) When an operator on a regular two-piece run is relieved on the
10 road at the end of the first piece of work and relieves back on the road
11 for the start of the second piece of work, travel time will be allowed at
12 the end of the first piece of work from the relief point to the
13 Dispatcher's Office or storage yard, and at the start of the second piece
14 of work from the Dispatcher's Office or storage yard to the relief point.

15
16 (e) Travel time as above provided shall be calculated so as to allow
17 sufficient time to travel between the required points including
18 scheduled running time and any necessary waiting time for scheduled
19 transfer connections. No operator will be penalized for failure to make
20 his scheduled relief if service he is to ride is off schedule.

21
22 (f) In the event that a storage yard or another Division is added,
23 paragraphs (d), (e), (f), (g), (h), (i), and (j) of the Agreement dated
24 November 1, 1973 (actually executed March 21, 1974) will be
25 reinstated. (Reference Section 6, Article VI, p. 44).

26 27 **Section 2.7. Overtime.**

28
29 (a) The Authority shall pay overtime for work by bus operators of
30 this Seniority Unit for all work time each day in excess of a regular
31 run, or eight (8) hours (whichever is the lesser), at the rate of time and
32 one-half, provided, that in computing daily overtime for extra
33 operators they shall be classed as regular operators when working
34 regular runs and, when not working regular runs, their overtime will
35 start after eight (8) hours work time; and, provided further, that, in
36 computing overtime hereunder for all operators' time elsewhere
37 specified in this Agreement to be paid at the straight hourly rate (i.e.,
38 in Sections 1.19, 1.23 and 1.34 and in Sections 2.3, 2.5, 2.7(e), 2.8,
39 2.11, 2.17 and 2.18) shall not be included.

40
41 (b) The Authority shall pay overtime for work by bus operators
42 of this Seniority Unit for all work time on regularly assigned days off,
43 as follows:

44
45 (1) Operators will be guaranteed a minimum of eight (8)
46 hours work or pay.

47
48 (2) Operators shall be paid at the rate of one and one-half
49 their straight hourly rate for all time on show up. If an operator is not
50 assigned regularly scheduled line service, the operator will be
51 guaranteed a minimum of eight (8) hours work or pay at the time and
52 one-half rate.

1 (3) Operators assigned regularly scheduled line service
2 shall be paid at double the “pay time” for all such service.
3

4 (4) Operators who may be assigned regularly scheduled
5 line service providing less than the minimum hours for a “regular
6 run,” as set out in Section 2.2, and who are released by the KCATA
7 without further assignment, shall be paid
8

9 (i) for all time on show up in accordance with Section
10 2.7 (b)(2) above,
11

12 (ii) for all regularly scheduled line service in
13 accordance with Section 2.7 (b)(3), and
14

15 (iii) an additional amount (at the rate of time and one-
16 half) to meet the minimum eight-hour guarantee. An operator who
17 requests and is granted a release shall break the guarantee.
18

19 (5) Regularly scheduled line service shall include all runs,
20 extras, and relief work, but shall not include charter work or football
21 assignments.
22

23 (c) The Authority shall pay overtime for work by non-operating
24 employees (i.e., the employees of this Seniority Unit other than bus
25 operators) as follows:
26

27 1. All work time each day in excess of their regularly assigned
28 hours, and
29

30 2. All work time on regularly assigned days off as provided for
31 in Section 2.9,
32

33 shall be paid for at the rate of time and one-half; provided, that in
34 computing overtime hereunder for such employees, time elsewhere
35 specified in this Agreement to be paid at the straight hourly rate (i.e.,
36 in Sections 1.19, 1.23 and 1.34 and in Sections 2.7(e), and 2.18) shall
37 not be included.
38

39 (d) A spread penalty, at one-half (1/2) the straight hourly rate,
40 shall be paid to each employee of this Seniority Unit for work
41 performed outside a spread period of eleven (11) hours consecutive
42 time in any workday, such eleven (11) hours spread period to embrace
43 any regular run or regular shift (or such part of either as is completed
44 within a spread of eleven (11) hours) worked by the employee that day;
45 provided, that any bus operator working a regular run which has a
46 spread period therein exceeding thirteen (13) hours shall receive a
47 spread penalty at the straight hourly rate (instead of at one-half (1/2)
48 the straight hourly rate) for all work performed on such regular run
49 outside of the aforesaid thirteen (13) hour spread. As concerns
50 employees not working a regular run or regular shift, such eleven (11)
51 hour spread period shall embrace the longest piece of work (or such
52 part thereof as is completed within a spread of eleven (11) hours)

1 performed by him that day. The aforesaid spread penalty shall be in
2 addition to any overtime on daily hours.

3
4 (e) If, in the computation of overtime, the pay time period involves
5 more than one (1) overtime or minimum guarantee pay provision
6 (except in the case of spread penalty, which shall be additional as
7 provided in the foregoing paragraph "(d)" of this Section), the larger
8 amount shall be paid but not more than one (1) overtime or minimum
9 guarantee allowance shall be paid for the same period, as for example:

10
11 1. If the pay time in any workday includes work for which
12 there is paid a minimum guarantee of two (2) hours, which work did
13 not amount to two (2) hours, either the time and one-half for the work
14 time or the two (2) hours minimum at the straight hourly rate,
15 whichever is the larger amount, shall be paid, but not both.

16
17 2. If the pay time includes work for which there was paid
18 a minimum guarantee of two (2) hours at the straight hourly rate
19 instead of time and one-half for the work time, because the two (2)
20 hour minimum guarantee paid the larger amount, said two (2) hours
21 pay for the minimum guarantee will not be used in computing
22 overtime.

23
24 (f) No employee in this Seniority Unit shall be required to lay off
25 to equalize or avoid the payment of overtime.

26
27 (g) In order to qualify for the overtime rate for working on days off
28 the employee must have worked the five (5) regular work days
29 immediately preceding the days off unless excused for Union
30 business, excused by the Authority, or absent due to excusable
31 illness.

32
33 (h) It shall be the responsibility of the Office Dispatcher, through
34 the Radio Dispatcher or Road Supervisor, to inform on-duty operators
35 of additional work available for them that day.

36
37 The Office Dispatcher shall notify operators of additional work for
38 which they are entitled, at their place of employment, or at home.

39
40 It shall be the responsibility of the operator to call the Office
41 Dispatcher to check for extra work if he is not going to be available for
42 contact by telephone.

43 44 **Section 2.8. General Schedule Provisions.**

45
46 All pay time and hours of spread shall be computed in hours and
47 minutes. Necessary corrections in the computation of pay time on
48 posted schedules shall, when called to the attention of the Authority,
49 be made immediately and shall be paid retroactive to the effective date
50 of the mark-up which caused the error, but not more than six (6)
51 months.

1 An operator working any assignment which has a pay allowance
2 in excess of the work time shall hold himself in readiness for and
3 perform any work assigned during the interval paid for, which shall
4 be considered as work time unless excused by the Office Dispatcher.
5 This interval must be contiguous with one part of the assignment.

6 When necessary to operate a special schedule on any day, no
7 operator who may lose a day thereby shall have any claim for
8 compensation therefor, and if an operator's run is taken off because
9 of such special schedule or for any other reason, he shall be notified
10 at least the day previous; otherwise, if he reports for his run he shall
11 be paid at his straight hourly rate until excused or given a substitute
12 assignment, and at his regular rate for the time actually worked on
13 any such substitute assignment, but in no event shall he be paid for
14 less than three (3) hours that day.

15 **Section 2.9. Days Off.**

16
17
18 All employees in this Seniority Unit shall be allowed off without
19 pay two (2) days in each calendar week, such two (2) days to be allowed
20 to be taken consecutively insofar as is reasonably possible, choice to
21 be permitted on the basis of seniority; provided, that said employee
22 may be required to work on his days off (whether those days off be
23 their regularly assigned days off, days upon which Sunday schedules
24 are operated and on which days their runs are not scheduled to go out
25 other than on Holidays, which are covered in Section 1.21, or they are
26 not otherwise regularly scheduled to work) when needed for proper
27 operation of the service and all such employees working on those days
28 off, whether voluntarily or by requirement of the Authority, shall be
29 paid as outlined in Section 2.7.

30
31 The foregoing paragraph shall not be applicable where an
32 employee exchanges his day or days off with another employee, or
33 where an employee works on his day or days off as an accommodation
34 for another employee, and in such instances the relieving employee
35 shall not receive time and one-half for regular time except where the
36 time and one-half rate would have been paid to the employee so
37 relieved.

38
39 When good cause is shown, an employee may change his
40 regularly assigned day or days off during any calendar week if
41 mutually agreeable to the Authority and the employee.

42
43 No operator shall be penalized for refusing to work his regular
44 day off.

45
46 No regular operator shall be penalized or harassed for refusing to
47 work beyond his regularly assigned tour of duty.

48 **Section 2.10. Equipment Not Available.**

49
50
51 When an operator reports for work previously assigned to him
52 and does not get out on time because equipment is not available, he

1 shall be required to stay at the garage or storage yard and take the
2 first equipment available to complete that piece of his run or other
3 work assigned to him, and shall be paid straight through from the
4 start of his own run, or other assignment, but in no case shall he be
5 paid less than the time scheduled for that piece of his original
6 assignment.

7
8 **Section 2.11. Curtailment of Work.**

9
10 In the event service is curtailed or abandoned for a day or more
11 on any line or lines due to cyclones, floods or other unusual
12 emergency and an operator's regular assignment is taken off, he shall
13 have no claim for compensation therefor provided he is notified at least
14 the day previous that said assignment is being canceled. If such
15 notification is not given and the operator reports for his assignment,
16 he shall be paid at his straight hourly rate for stand-by time until
17 excused by the Office Dispatcher or given a substitute work
18 assignment and at his regular rate for any time actually worked on
19 such substitute assignment, but in no event shall he be paid for less
20 than three (3) hours that day.

21
22 If an operator commences his assignment on any day and same
23 is then curtailed or abandoned for any reason before its scheduled
24 number of hours have been worked, he shall be paid for at his regular
25 rate for the time actually worked and at his straight hourly rate for
26 stand-by time thereafter until excused by the Office Dispatcher or
27 given a substitute assignment, but in no event shall he be paid for less
28 than three (3) hours that day.

29
30 **Section 2.12. Employee Relieved.**

31
32 An employee taken off his work because of illness, or other
33 physical disability, or because of careless operation, insubordination
34 or infraction of rules, shall be paid for the actual time worked up to
35 time he is relieved, plus any travel time to the garage and turn in time
36 due him. If an employee is taken off his work for alleged careless
37 operation, insubordination or infraction of rules and investigation
38 discloses that he was not guilty thereof, he shall also be paid for-the
39 time lost from his work.

40
41 **Section 2.13. Required Change of Assignment.**

42
43 An operator taken off his original run to work another run with
44 less time than his original run shall be paid for the time called for in
45 his original run.

46
47 When an extra operator is taken off his extra and placed on
48 show-up by the Authority he will be made whole for the extra and the
49 hours of such extra shall be allowed as work time.

50
51 An operator having a show-up or an assignment on the "Day" or
52 "Night" Extra Board and who on the day of show-up or assignment is

1 assigned to work with less time than his original assignment or the
2 assignment that his show-up would have entitled him to, shall be paid
3 for the time in his original assignment or the assignment to which his
4 show-up would have entitled him. The foregoing provision shall not
5 apply to an operator on the Extra Board being changed from one
6 Board to the other and so shown on the Extra Board the day prior to
7 when the show-up or assignment takes place. Also, operator on the
8 "Night" Board assigned to work either A.M. or P.M. extras, or both, will
9 not be considered as changed from one board to the other.

10
11 **Section 2.14. Operators Missing Assignments.**
12

13 When, as the result of causes beyond his control, an operator
14 notifies the Office Dispatcher by the time he is due to report for his
15 assignment that he is unable to reach the garage in time to take out
16 his run, but will report in to the garage as directed by the Office
17 Dispatcher, he shall not be charged with a miss unless subsequent
18 investigation develops that it would have been possible for the
19 operator, urging his usual means of transportation, to have reached
20 the garage in time. However, as regards a P.M. part of a run, operator
21 shall notify the Office Dispatcher at least thirty (30) minutes before he
22 is due to sign on that part of his run that he will be unable to reach
23 the garage on time, to avoid being charged with a miss.
24

25 **Section 2.15. Break-In Premium.**
26

27 In addition to his regular wages, each operator shall receive
28 premium pay at the rate of one dollar (\$1.00) per hour, or fraction
29 thereof, for time spent in breaking in students.
30

31 An operator who for any reason, other than by reason of his
32 voluntary choice or by reason of a mark-up or of the necessity of filling
33 quotas, is required to break in on equipment for which he has not
34 been OK'd, shall be paid his straight hourly rate of pay during the
35 breaking-in period for the number of hours required by the Authority,
36 provided that during such breaking-in period he is relieved from the
37 performance of his regular work; but, if the Authority elects that the
38 breaking-in period be carried on without relieving the operator from
39 his regular work, he shall be paid for such breaking in at the straight
40 hourly rate of pay for the number of hours required by the Authority.
41

42 When an operator breaks in on equipment for which he has not
43 been OK'd, he shall be paid for such breaking in at the straight hourly
44 rate of pay for the number of hours required by the Authority. Time
45 spent riding lines and breaking in on equipment shall not pay spread
46 penalty or overtime or be used in computing such rates.
47

48 In the event that Divisions are reinstated the provisions of Article
49 II, Section 17 (last paragraph, p. 51, beginning, "Operators
50 transferring from one Division to another ...") of the Agreement dated
51 November 1, 1973, actually executed March 21, 1974, shall be
52 restored.

1 Operators breaking in students will not be held responsible for
2 accidents occurring because of the sole negligence of students
3 operating the vehicles.

4
5 **Section 2.16. Report Allowances.**
6

7 Employees shall make written reports of all accidents and
8 disturbances or occurrences out of the ordinary as specified in the
9 Authority's accident report blanks, immediately after their day's work
10 is completed. In case employees are taken off their work to make an
11 accident report, they shall be paid for all time lost from their work that
12 day, unless suspended.
13

14 Each employee will be allowed thirty (30) minutes time, at the
15 straight time hourly rate, in addition to the hours worked on any day,
16 for making such accident report.
17

18 Employees called upon to make out blind accident tracers, delay
19 and other reports (other than lost trip reports) will be allowed ten (10)
20 minutes time, at the straight hourly rate, in addition to the hours
21 worked on any day, for making each such report.
22

23 Operators will be allowed ten (10) minutes time at the straight
24 hourly rate, in addition to any other pay hours on any day for making
25 out special trip sheets.
26

27 If any of the reports above mentioned are made out during the
28 time for which the employee is otherwise being paid, no additional
29 time shall be allowed for making out such reports.
30

31 The Authority will attempt to expedite the making out of the
32 reports above mentioned in an effort to see that no more time is
33 required therefor than reasonably necessary.
34

35 Operators will be allowed five (5) minutes time at the straight
36 hourly rate on any day when required to turn in lost articles.
37

38 **Section 2.17. Operators' Seniority and Mark-Ups.**
39

40 Seniority of all operators shall be determined on a system basis.
41 Work assignments will be selected four (4) times per year, with the
42 effective dates of the mark-ups being the Sunday nearest New Year's
43 Day, but not prior to January 1 and the Sunday nearest April 1, July
44 1, and October 1. A bulletin announcing the dates of the mark-ups
45 and run guides will be posted at least seven (7) days prior to selection
46 of work.
47

48 In accordance with a Master Seniority List, which shall also be
49 posted by the Authority, the oldest operator in point of service in the
50 Transportation Seniority Unit may select any run of his choice,
51 provided he can qualify, and the next operator in service may then
52 make his selection, and so on down said list until all runs are filled.

1 In the event that a new Division(s) is opened in the future, the
2 provisions for both Division and System mark-ups would be
3 reactivated. In the event that owl runs are initiated, the provisions for
4 handling owl runs would be restored to the rules governing both
5 mark-ups and the Extra Board.
6

7 In the event of a change from the System Seniority Basis for
8 operators (as permitted by subsection "(a)" of Section 1.15 hereof), the
9 foregoing provisions of this Section shall be revised by mutual
10 agreement insofar as reasonably required to apply to the newly
11 adopted seniority basis.
12

13 RULES GOVERNING MARK-UPS 14

15 Effective with, and to remain in effect for the duration of the
16 Agreement, subject to change at any time by mutual consent, or to
17 extension beyond the duration of said Agreement, by like mutual
18 consent.
19

20 RULE #1 - REGULAR MARK-UP. 21

22 Section A. Regular mark-ups shall be held to be effective on the
23 Sunday nearest New Year's Day, but not prior to January 1st and on
24 the Sunday nearest April 1st, July 1st and October 1st. At this
25 mark-up all lines, regular runs, relief runs, vacation runs, made-up
26 runs, and days off, shall be open for selection. Mark-ups will be made
27 according to seniority, beginning with the oldest operator in point of
28 service. Runs and days off selected are to be retained until the next
29 regular mark-up, unless there is a necessity for a special,
30 intermediate, line, or relief run mark-up, in accordance with rules
31 following.
32

33 The term "run" used herein shall refer to runs scheduled to
34 operate five (5) days of a calendar week with days off to be selected by
35 seniority.
36

37 Section B. Prior to each mark-up and at such other times as
38 emergency may make necessary, the number of operators needed on
39 the Extra Board shall be determined by Transportation officials,
40 subject to review by the Union.
41

42 Section C. Students and operators not approved as operators
43 prior to the effective date of mark-ups, shall be included in the quota
44 of operators needed on the Extra Board.
45

46 RULE #2 - SELECTION OF DAYS OFF AND RELIEF RUNS. 47

48 Section A. Prior to each mark-up and at such other times as may
49 be necessary, Transportation officials shall determine, subject to
50 review by the Union, the number of day and night runs that may be
51 off each day of the week and also shall determine the number of relief
52 runs to be made up of each type of run.

1 Section B. When an operator selects a run, he will also select as
2 his days off days open for the type of run he has selected.

3
4 Section C. When an operator selects to work a relief run, he will
5 state his choice of day or night relief run, and also select his days off
6 and his Saturday and Sunday runs.

7
8 Following the mark-up at a special mark-up he will select, in
9 seniority order, the runs he will work to make up his individual relief
10 run.

11
12 Section D. Prior to the mark-up, and at such other times as may
13 be necessary, Transportation officials shall determine, subject to
14 review by the Union, the number of operators to be off on the Day
15 Board and the Night Board each day of the week. Selection of days off
16 by operators on the Extra Board is to be in accordance with Rule #9
17 of these rules.

18
19 Section E. Operators shall be off without pay two (2) days in each
20 calendar week, such two (2) days to be taken consecutively insofar as
21 is reasonably possible.

22
23 **RULE #3 - SPECIAL OR INTERMEDIATE MARK-UPS.**

24
25 At intermediate mark-ups, all lines, regular runs, relief runs and
26 made-up runs, and days off shall be open for selection. Relief runs
27 and days off shall be selected in accordance with Rule #2 above.

28
29 Section A. Line Discontinued or Added. Discontinuance or
30 addition of a line will call for a mark-up to be effective at date of
31 change, except in case of emergency. In case of emergency, the Union
32 will be notified and then the effective date of mark-up will be set by
33 the Union and the Authority.

34
35 Section B. Total of Five or More Runs Taken Off or Added Before
36 Mark-Up Becomes Effective. A total of five (5) or more regular runs
37 and/or regular full relief runs taken off or added following holding of,
38 and prior to, the effective date of any mark-up will call for a special
39 mark-up. Date of such special mark-up to be held and its effective
40 date to be set by the Union and the Authority.

41
42 Section C. Total of Five or More Runs Taken Off or Added After
43 Mark-up Becomes Effective. A total of five (5) or more regular runs
44 and/or a total of five (5) or more regular full relief runs, taken off or
45 added between regular mark-ups may call for an intermediate
46 mark-up if such intermediate mark-up can be made effective fifteen
47 (15) days or more prior to the next regular mark-up. Such
48 intermediate mark-up shall be effective within not more than fifteen
49 (15) days after the schedule changes taking off or adding such runs.
50 Such mark-up to be decided upon by the Union and the Authority. At
51 other times schedule changes will be handled by line mark-ups, if
52 called for under line mark-up rules (see Rule #4, Section A, hereinafter

1 shown).

2
3 RULE #4 - LINE MARK-UPS.
4

5 At individual line mark-ups, an operator may by-pass his turn to
6 pick but must pick whatever run or assignment that remains open.
7 Runs and days off on an individual line will be open for selection under
8 circumstances and rules following:
9

10 Section A. Change of Schedule Affecting Regular Runs. In case
11 a weekday schedule is changed, a line mark-up will be held if agreed
12 upon by the Union and the Authority, or if request is made in writing
13 to officials by operator whose scheduled weekday run is affected by:
14

- 15 1. Reducing time in that run by fifteen (15) minutes or more.
- 16 2. Changing the time of reporting or signing off as much as
17 fifteen (15) minutes.
18
- 19 3. Causing an operator to ride an earlier or later owl bus to or
20 from his work, or
21
- 22 4. If a run is added or taken off the line, a mark-up, if held, shall
23 become effective not later than fourteen (14) days after request is
24 made. When a line mark-up is to be held, the weekday, Saturday and
25 Sunday work of the runs to be selected will be open for selection by
26 operators on that line provided, however, should an operator on that
27 line, then be holding Saturday or Sunday work on another line, and
28 he is involved in the line mark-up, that Saturday or Sunday work on
29 the other line will also be open for selection by operators involved in
30 the line mark-up, and provided further, should an operator on another
31 line, other than the line upon which the mark-up is being held, be
32 holding Saturday or Sunday work on the line upon which the line
33 mark-up is being held and that run number is involved in the line
34 mark-up then that work will be open for selection and that operator
35 will take his turn in seniority order in selecting his Saturday or
36 Sunday work on the line upon which the line mark-up is being held.
37 In the event an operator's Saturday or Sunday run is changed by a
38 new schedule to the extent as above specified, he shall have the option
39 of continuing on his Saturday or Sunday run as changed; or he can
40 select any open Saturday or Sunday run of the same type; or he can
41 make a written request for a mark-up of Saturday or Sunday runs, as
42 the case may be, providing it is made within three (3) days (Saturday
43 and Sunday excluded) after the posting of the bulletin announcing the
44 schedule changes. If proper request is made, mark-up will begin with
45 the operator requesting mark-up who has greatest seniority.
46
47

48 Section B. Runs Coming Open. In case a regular run comes open
49 due to an operator leaving service, or any other cause, a mark-up shall
50 be held on that line to be effective not later than fourteen (14) days
51 after the run comes open. Such mark-up is not to be put into effect
52 unless it can be done fifteen (15) days prior to the next regular

1 mark-up. This mark-up will affect only the operator on this line below
2 this particular operator's seniority.
3

4 Section C. Seniority at Line Mark-up. At line mark-up, runs to
5 be marked up will be selected first by the operators who had already
6 selected that line at the last line mark-up. A regular run remaining
7 open after a line mark-up will be filled in accordance with Rule #6,
8 Section D. If, after an operator has been so added to the line, and
9 prior to the next mark-up, there is an opening on this line, a complete
10 line mark-up will be held, including the operator added to the line at
11 the previous line mark-up, giving him his full seniority rights.
12

13 Section D. Days Off. At individual line mark-ups, the same
14 number of day and night runs shall be off each day as on the previous
15 schedule. However, if there are fewer or additional runs on the new
16 weekday, Saturday or Sunday schedule, Transportation officials will
17 determine, subject to review by the Union, the number of each type of
18 run to be off each day of the week on that line.
19

20 Section E. Days Off Between Effective Dates of New Schedule and
21 Mark-up. If a new schedule is put in before a mark-up is held and
22 becomes effective, the days off for the operators on that line shall not
23 be changed until the new mark-up does become effective.
24

25 RULE #5 - INTERMEDIATE RELIEF RUN MARK-UPS.

26
27 Section A. Relief Run Changed. If, due to change in schedule, a
28 relief run is changed on one or more days by-
29

- 30 1. Reducing the time in that run by fifteen (15) minutes or
31 more,
32
- 33 2. Changing time of reporting or signing off as much as
34 fifteen (15) minutes,
35
- 36 3. Causing an operator to ride an earlier or later owl to or
37 from his work, or
38
- 39 4. Run to be relieved is taken off.

40 The holder of such relief run may select any run of the same
41 type from the runs regularly open on the Board on the same day of
42 the week to substitute for the run which was changed or taken off.
43

44 Section B. Five or More Relief Runs Changed, or Relief Run
45 Coming Open or Taken Off. If five (5) or more relief runs are changed,
46 as referred to in Section "A" of this Rule, and an operator holding one
47 of those five (5) runs requests, or if a relief run comes open or an
48 existing one is taken off between mark-ups, a mark-up of relief runs
49 will be held beginning with the oldest operator in seniority, whose run
50 is affected and in accordance with his seniority. All day-off reliefs,
51 except those held by relief runs not affected by the mark-up will be
52 available for selection. A like number of day, night and day-off reliefs

1 and days off for the week will be selected for each day of the week as
2 were held by relief runs prior to the mark-up, less any reductions due
3 to relief runs taken off. Such mark-up shall become effective as soon
4 as can be arranged.

5
6 Section C. Relief Run Added. If a relief run is added between
7 mark-ups, a mark-up will be held among operators holding relief runs
8 in accordance with their seniority. All day-off reliefs will be available
9 for selection. A like number of day, night and owl run day-off reliefs
10 and days off will be selected for each day of the week as were held by
11 relief runs prior to the mark-up, plus additions due to relief runs or
12 runs added. Such mark-up shall become effective as soon as can be
13 arranged.

14
15 Section D. Seniority at Relief Run Mark-up. At relief run
16 mark-up, runs to be marked up will be selected first between
17 operators who had already selected relief runs at the last relief run
18 mark-up. Any regular relief run remaining open after a relief run
19 mark-up will be filled in accordance with Rule #6, Section "D". If there
20 is an opening in the relief runs after an operator has been so added to
21 the relief group, such operator shall be permitted to exercise his full
22 seniority at the new mark-up to be held.

23
24 RULE #6 - REFUSAL TO SELECT A RUN.

25
26 Section A. Refusal to Select Runs at a Regular Mark-Up. An
27 operator may refuse to select a regular run, relief run, vacation run or
28 made-up run at a regular mark-up and still hold any regular, relief,
29 vacation or made-up run that comes open after completion of the
30 mark-up and prior to the next mark-up, in accordance with his
31 seniority, PROVIDED that when Extra Board quotas have been filled,
32 all remaining operators on the seniority list will select the remaining
33 day and/or night regular and relief runs according to seniority. It will
34 be permissible for the same number of operators to pass up runs and
35 select Extra Board as there are student operators breaking in at the
36 time the mark-up is being held. Runs selected will be held until the
37 next mark-up.

38
39 Section B. Selection of Runs at Line or Relief Run Mark-up. An
40 operator holding a regular run or relief run will select a regular run at
41 a line mark-up, or a regular relief run at a relief run mark-up. This is
42 not to apply to an operator forced off a regular run due to change in
43 schedule, or to an operator returning to bus service after working in
44 another capacity, or from leave in military service. Such operators
45 forced off a regular run or returned to bus service are governed by
46 Rule #8.

47
48 Section C. Made-up Runs. A short piece, or pieces of work, may
49 be combined to constitute a day's work and held regularly as a
50 made-up run if agreed to between the Union and the Authority. Such
51 combination or made-up run selected at a mark-up may be held for
52 the period of the mark-up. If, at a mark-up, such run is not selected

1 by any operator, including all on the extra list, it shall cease to be a
2 made-up run and will be handled as other extra work.

3
4 Section D. Selection of and Refusal to Select Open Runs. Regular
5 runs, relief runs, vacation runs coming open between mark-ups and
6 remaining open after line, relief run or vacation run mark-ups, may
7 be selected in seniority order by operators on the Extra Board,
8 beginning with the oldest operators in point of service. If operators
9 prefer to remain on the Extra Board, they may elect to do so.
10 Operators failing to pick relief runs when called to their attention that
11 it is their turn to select, will be passed up and the next operator will
12 be permitted to pick his relief runs. Such operators passed up will
13 then select their relief runs from runs still available.

14
15 Section E. Giving Up a Made-Up Run. If any operator who holds
16 a made-up run gives up that run, he will be placed on the Extra Board
17 and cannot hold any regular, relief, vacation or made-up run until the
18 next mark-up. This is not to apply to giving up a made-up run affected
19 by a schedule change, as set out in provisions "(1)", "(2)", or "(3)" of
20 Section "A" of Rule #4. An operator giving up such a run will be
21 assigned days off in accordance with his seniority by Transportation
22 officials until the next mark-up of days off for the Extra Board.

23
24 Section F. Operator Electing to Work Extras. An operator may
25 request in writing, at any time, permission to select one or two extras
26 to be worked Monday through Friday instead of a run, or the Extra
27 Board, because he is physically unable to work longer hours.
28 Operators selecting such extras at a mark-up will also select either a
29 run, or the Extra Board, to which he will return when physically able.
30 If such extras are selected between mark-ups, then when the operator
31 is able to resume his regular duties, he will return to the choice he
32 made at the last mark-up. If the extra he has selected is taken off, he
33 may then select another extra then available.

34
35 **RULE #7 - VACATION RUN MARK-UP.**

36
37 Section A. Regular Vacation Run Mark-up. Vacation mark-up
38 will be effective every two (2) weeks. The two (2) week period will
39 coincide with the two (2) week pay periods. Operators eligible to hold
40 vacation run, according to seniority, will be privileged to select any
41 vacation run span.

42
43 Operators picking vacation runs will retain the same days off as
44 the run(s) they picked for that two (2) week period.

45
46 All vacation runs will be posted for bid at 3:00 A.M. Monday prior
47 to the effective date of the vacation run mark-up on the following
48 Sunday. Runs will be selected according to seniority; and an operator
49 failing to pick a vacation run, when called to his attention that it is
50 his turn to select, will be passed up. Operators will be permitted to
51 pick or leave choices until 10:00 A.M. on Saturday preceding the
52 effective date of mark-up. After cut-off times, preceding the effective

1 date of the mark-up, the Office Dispatcher will assign runs not already
2 selected from the choices received according to seniority. Operators
3 who have not selected a run or left a choice for a run will be assigned
4 the remaining vacation runs according to seniority.
5

6 An operator selecting a vacation run will not be allowed to give it
7 up for the period picked.
8

9 After runs have been selected, operators with the least seniority shall
10 be placed on the extra board and assigned days off in seniority order.
11

12 Section B. Vacation Mark-up Period Broken by Mark-up. If the
13 effective date of a mark-up falls between a regular two (2) week
14 vacation mark-up date, a vacation mark-up will then be held, to be
15 effective until the next regular mark-up. Another vacation mark-up
16 will then be held to be effective until the next regular mark-up date.
17

18 **RULE #8 - OPERATORS ON OTHER DUTIES, OR ON MILITARY OR**
19 **SICK LEAVE RETURNING TO BUS OPERATION AND OPERATORS**
20 **FORCED OFF LINE.**
21

22 Section A. Operators Not Expecting to Return to Bus Operation
23 Within Thirty (30) Days After Mark-up. If it appears an operator
24 eligible to select a run, who has been on other duties with the
25 Authority, or who has been off on leave on military duty, or because
26 of sickness or other cause, will not return to work as a bus operator
27 within thirty (30) days after the effective date of the mark-up, he shall
28 have the privilege of selecting and holding for a line or relief run, but
29 will not select a run or days off at the mark-up. If he should return
30 to work as an operator, a line or relief run mark-up will then be held
31 among the operators on the line or holding relief runs below him in
32 seniority, in accordance with the regulations for line or relief run
33 mark-up.
34

35 Section B. Operators Expecting to Return to Bus Operation
36 Within Thirty (30) Days After Mark-up. If it appears such operator
37 will return to work as an operator within thirty (30) days after the
38 effective date of the mark-up, he may select a line, run and days off at
39 the mark-up prior to his expected return. Such runs will be filled until
40 he returns.
41

42 Section C. Operators Unexpectedly Returning to Bus Operation
43 Between Mark-ups and Operators Forced Off Line, Relief Run or
44 Vacation Runs. In case any operator eligible to hold a run, who has
45 been on other duties with the Authority, or who has been off on leave
46 on military duty, or because of sickness or other cause, returns
47 unexpectedly to work as an operator, or any operator who has been
48 forced off line, relief run, or vacation runs such operator will, until the
49 next mark-up select any open run, or be assigned a run each day if
50 possible. Otherwise he shall take his place on the extra list in
51 accordance with his seniority. If a run on a line he desires, or a relief
52 or vacation run comes open, he shall be permitted to take such run,

1 if his seniority permits, but he shall not be forced to take a run he
2 does not desire.

3
4 RULE #9 - DAY AND NIGHT EXTRA BOARD.
5

6 At the regular mark-up, the operators on the Extra Board will
7 select their choice of Day or Night Board and days off open to them
8 each week, according to their seniority. There shall be no mark-ups
9 for positions on the Day Board and the Night Board between
10 mark-ups. If operators have to be taken from one Board to balance or
11 fill the quota on the other Board at a later date, operators will be given
12 privilege, according to their seniority, of those who have requested at
13 time of mark-up to so change. If a sufficient number of operators have
14 not requested to change, then those who have least seniority on the
15 Day or Night Board, as the case may be, will be so changed; however,
16 they will not be required to change from one Board to another unless
17 they have had at least an eight (8) hour off-duty period. Any such
18 change from one Board to the other will be for a period of not less than
19 one (1) week, unless operator so transferred requests in writing to be
20 changed to his original Board as soon as possible.

21
22 The Office Dispatcher will maintain a list of operators who have
23 requested to change from the Day or Night Board and, when there are
24 openings available, they will be permitted to change in accordance
25 with their seniority.

26 RULE #10 - FAILURE TO ATTEND MARK-UP.
27

28 Section A. Any operator on vacation or leave of absence at the
29 time of the mark-up should express his choice, in writing, of run or
30 runs and days off to Transportation officials before taking such
31 vacation or leave of absence.
32

33 Section B. If an operator is off duty due to illness or for other
34 good reasons, and is unable to attend the mark-up meeting, officials
35 shall, if possible, ascertain his choice and select a run and days off or
36 line for him, in accordance with his desires, at mark-up. If impossible
37 to ascertain this operator's desires, officials will then select for him
38 according to their best judgment.
39

40 Section C. If any operator designated to attend an announced
41 mark-up meeting fails to attend and has left no choice, officials shall
42 select a run and days off for him according to their best judgment.
43

44 RULE #11 - REVOLVING WORK LISTS.
45

46 Section A. The Revolving Work Lists shall be made up in seniority
47 order after each mark-up and shall be posted and cut the same as the
48 Extra Board each day. Two lists will be maintained; one for day
49 operators and one for night operators.
50

51 Section B. Operators names added to this list after the regular
52 mark-up shall be placed at the bottom of the list until the next regular

1 or special mark-up, at which time the operators' names shall be
2 placed in their regular seniority position .
3

4 Section C. Operators on the Revolving Work List will be notified
5 when work is available on the job or by telephone by calling one
6 primary telephone number only, as determined by the operator. The
7 Authority will make a reasonable effort to contact the operator by
8 telephone. When contacted, the operator will be told what work he
9 will be assigned or told to check the Board. The operator may accept
10 or refuse the work when contacted.
11

12 **Section 2.18. Job Bidding for Non-Operators.**
13

14 (a) Mark-ups and job bidding applicable to the zone and sign
15 painters in this Seniority Unit shall be as follows: In the event that a
16 job comes open or a new job is created in the Transportation Seniority
17 Unit other than Operator, it shall be promptly posted on all bulletin
18 boards in all Seniority Units for a period of not less than three (3)
19 working days, Saturdays, Sundays and Holidays excepted. Any
20 employee in that Seniority Unit may submit his bid in writing within
21 said three (3) working days, and the employee with the greatest
22 seniority, bidding on the job, will be assigned thereto if he can qualify.
23 Immediately following the award of any bid job, the disposition of that
24 job will be posted on the bulletin boards where the job was posted.
25

26 (b) Non-Operator jobs in the Transportation Seniority Unit shall
27 be picked in accordance with mark-up rules as have been agreed upon
28 between the Union and the Authority (and as may be changed by
29 mutual consent), on an annual basis effective on the same date as the
30 December mark-up for operators.
31

32 (c) Bus operators may volunteer to perform relief work in the
33 telephone information center, only after all existing Office-Clerical
34 overtime lists of qualified employees have been exhausted. First
35 preference for overtime in the telephone information center shall be
36 given to center employees.
37

38 **Section 2.19. Opening and Closing Windows.**
39

40 Windows on all buses will be opened and closed by persons other
41 than operators, and a sufficient number of windows will be opened on
42 buses before leaving the garage or storage yard; but operators shall be
43 required to open or close them as conditions require when on the road
44 or at the time of returning to the storage yard.
45

46 **Section 2.20. Pay for Show-Ups by Operators on the Extra Board.**
47

48 The waiting time for which an operator on the Extra Board will be
49 given credit, unless interrupted by a piece of work, is from the start of
50 his show-up to the time that he is assigned work or is excused from
51 that show-up by the Office Dispatcher for thirty (30) minutes or more.
52 As an example, if the operator has a show-up at 6:00 A.M. and is

1 assigned a run at 6:45 A.M., his show-up time stops there even though
2 the run may not sign on until 7:15 A.M. and there are no other runs
3 open from 6:45 A.M. to 7:15 A.M.
4

5 If the waiting time during a show-up is broken into by a piece of
6 work which has a pay allowance in excess of the work time and the
7 Office Dispatcher holds the operator for the interval paid for but not
8 worked, the second paragraph of Section 2.8 shall be operative; that
9 is, the credit for waiting time shall include the time prior to the work
10 assignment and also any time following the guarantee allowance for
11 the piece of work which has been assigned.
12

13 If a regular operator misses his run but is then required to come
14 to the Office Dispatcher to protect the Extra Board, he shall be
15 credited for show-up time in accordance with Section 2.3 dealing with
16 pay for show-up time by operators on the Extra Board, but shall not
17 be allowed the guarantee of eight (8) hours of work or pay for that day.
18

19 If a regular operator makes request to be off when reporting for
20 his run and agrees to the request of the Office Dispatcher to protect
21 the Extra Board until all runs are out, he shall be given no credit for
22 show-up time (as Provided for in Section 2.3 for operators on the Extra
23 Board) if he is excused when the runs are out and allowed to lay off,
24 but if he is not allowed to be off and assigned a piece of work, he shall
25 then be given credit for the show-up time he is required to make.
26

27 If an operator is excused, by the Office Dispatcher, for a period of
28 less than two (2) hours, he shall be paid as if he were on show-up
29 unless, the operator has requested to be excused for this period.
30

31 **Section 2.21. Extra Board Practices.**

32

33 Rules and regulations governing the Extra Board shall be such
34 as have been agreed upon between the Union and the Authority. Such
35 rules and regulations must be in writing and may be changed by
36 mutual consent. (Reference subsections (f) and (g), Section 1.21).
37

38 **RULE #1**

39

40 A. The Extra Board shall be posted in the Operators' Room not
41 later than 5:30 P.M., except in cases of emergency beyond the
42 Authority's control.
43

44 B. When operators are excused or assignments come open before
45 the following day, their run or assignment must be filled on that day
46 by operators on the Extra Board entitled to same and must not be left
47 open until the following day. See "D" below for exception. The run
48 will be marked on the Board to watch. The Extra Board shall be
49 operated as a "Day" and "Night" Board on a revolving plan; however,
50 in the event either Board makes a complete turnover in one (1) day,
51 two (2) active operators that day will be cut from the bottom of the
52 Board and placed on the top of the Board. "Active operators that day"

1 does not include operators marked up to (a) serving time or
2 suspended, (b) regular day off, (c) sick or sickness, (d) off O.K., (e)
3 vacation, and (f) leave of absence.
4

5 C. The Day Board will be cut at 12:00 Noon, and the Night Board
6 will be cut at 4:30 P.M. If there is a run open at the time of cutting the
7 Board, the Office Dispatcher will at that time advise the operator or
8 operators being cut that they will have a run. The Extra Boards both
9 inside the office and in the Operators' Room will be cut at the same
10 time.
11

12 D. Operators who are off sick or off for an indefinite period of time
13 must be O.K. by 3:00 P.M. for work the following day. Operators
14 working day runs who become ill may O.K. by 10:00 P.M. for work the
15 following day, for a one (1) day illness only. Operators working night
16 runs who become ill may O.K. by 9:00 A.M. for work the same day, for
17 a one (1) day illness only. When an operator is allowed off, or O.K.'s
18 for work the Office Dispatcher shall make a record of same.
19

20 E. After the assignments are made, the working list for the next
21 day will be posted, and all regular runs will be posted according to the
22 time they are due to be signed on and marked-up in accordance with
23 the order in which the operator's name appears on the list, provided,
24 however, that the operators' names shall appear on the list according
25 to seniority and shall revolve in such order; and provided further, that
26 if two or more runs to be marked up sign on at the same time, they
27 will be marked up in the following order: (a) straight A.M. daylight
28 runs first, (b) the run which pays the greatest.
29

30 F. Assignments that work after 8:00 P.M. shall be placed on the
31 Night Board if possible to do so.
32

33 G. Extra Board operators working extras in extra category must
34 make personal contact with the Office Dispatcher when still on
35 guarantee for possible reassignment. Contact must be in person, by
36 phone or by radio while still on KCATA property.
37

38 RULE #2

39 The order of marking up runs and extras is as follows:
40

41
42 A. Regular runs (which shall include a special assignment of less
43 than eight (8) hours plus an extra to make operator whole for the run
44 that he would have received, and any single piece of work of eight (8)
45 hours or more pay time).
46

47 B. Show-ups.
48

49 C. Extras (which shall include all pieces of work other than those
50 referred to in "A" above).
51

52 D. Day runs and show-ups for day work shall be assigned to day

1 operators; night runs and showups for night work shall be assigned
2 to night operators.

3
4 RULE #3

5
6 A. Two extras shall be marked up to operators beginning at the
7 bottom of each Board when possible to do so. Additional extras shall
8 be assigned in accordance with the Extra Board rules.

9
10 B. All extras shall be marked up as follows:

11
12 1. Starting with the first operator on the Day Board, below
13 the show-ups, assigning him the first A.M. extra that signs on and
14 continuing on down to the last operator on the Day Board. Then A.M.
15 extras shall be assigned to operator on the Day Board, before they are
16 assigned to operators on the bottom of the Night Board, or if needed
17 to fill A.M. extras, continue on up to the top operator in show-ups on
18 the Night Board.

19
20 2. Starting with the last extra that is to be used as a P.M.
21 extra that signs on is to be assigned to the last operator on the Night
22 Board and continuing on up into show-ups as needed.

23
24 Then the next P.M. extra that signs on is to be assigned to
25 the last operator on the Day Board and continue on up in show-ups
26 as needed.

27
28 3. Any excess of extras will then be assigned from the
29 bottom of the Board up to provide two or more pieces of work from the
30 bottom up.

31
32 4. Extras will be adjusted only when it is necessary so as
33 to allow two or more pieces of work to be marked up with extras. An
34 extra may be pulled out and adjusted to a run on the Extra Board as
35 needed before going to the Revolving Work List. Adjustments are to
36 be made only to assure that work gets out that day.

37
38 5. A.M. extras and midday extras shall not be assigned to
39 the Night Board extra category except when necessary.

40
41 6. Overflow A.M. extras (from top of Board down) shall be
42 assigned to:

- 43 a. P.M. day runs on Day Board
- 44 b. Night runs on Night Board
- 45 c. Revolving Work Lists

46
47 Overflow midday extras (from top of Board down) shall be
48 assigned to:

- 49 a. Split day runs on Day Board
- 50 b. Night runs on Night Board
- 51 c. Revolving Work Lists

52

1 Overflow P.M. extras (from top of Board down) shall be
2 assigned to:

- 3 a. Day runs on Day Board
- 4 b. Revolving Work Lists

5
6 7. Midday extras shall be anything that signs on after the
7 sign off time of an A.M. extra and signs off before the sign on time of
8 a P.M. extra. Midday extras shall be assigned to the Day Board before
9 they are assigned to the Night Board.

10
11 8. A lapping over of not to exceed ten (10) minutes will be
12 permitted as between the sign-on and sign-off time, only when it is
13 absolutely necessary in order to assign:

- 14 a. Operators on the Extra Board two or more pieces of
15 work.
- 16 b. Operators on the Extra Board with runs.
- 17 c. Operators on the Revolving Work List.
- 18 d. Operators with regular runs volunteering.

19
20
21 9. When marking up extras to assignments to be worked
22 from the end of the line, it shall be done only when absolutely
23 necessary to get work filled that day.

- 24 a. Operators on the Extra Board in extra category.
- 25 b. Operators on the Extra Board with runs.
- 26 c. Operators on the Revolving Work List.
- 27 d. Operators with regular runs volunteering.

28
29
30 10. Regular P.M. extras shall not be overlapped with late
31 night service except when necessary.

32
33 11. No work may be assigned to the Revolving Work Lists
34 until the Extra Board has been exhausted by marking up all the
35 assignments they can work according to and following these Extra
36 Board rules.

37
38 12. Should there be an overflow of extras at this point, they
39 will be marked up in accordance with Rule #4 of these rules.

40
41 **RULE #4**

42
43 All open work must be accounted for each day on the Day Board
44 and Night Board, respectively, and filled as follows:

45
46 A. Operators on the Extra Board active that day.

47
48 B. The Revolving Work Lists shall be made up in seniority order
49 after each mark-up and shall be posted and cut the same as the extra
50 board each day. Two lists will be maintained; one for day operators
51 and one for night operators. Operators on the Revolving Work List
52 holding regular runs active that day are to be on a combined list for

1 A.M. work and P.M. work on a rotating basis. Day operators will work
2 day assignments first and night operators will work night assignments
3 first. The two (2) work lists will be cut at 4:30 P.M. If any of the two
4 (2) work lists make a complete turnover in one day, two (2) active
5 operators in A.M work and/or P.M. work that day, will be cut from the
6 bottom of the list and placed on the top of the list. At least three (3)
7 or more operators for A.M. work and P.M. work, for each work list
8 without an assignment, will be shown on the Extra Board when it is
9 posted each day. An operator on the two (2) work lists may refuse an
10 extra assignment, but will be cut down from the list that day, the same
11 as if he had worked.

12
13 C. Operators on the Extra Board on day off (from top of Extra
14 Board down each day).

15
16 D. Operators on the Revolving Work List holding regular runs on
17 their day off are to be on a combined list on a rotating basis. Day
18 operators will work day assignments first and night operators will
19 work night assignments first.

20
21 E. Any extras which cannot be so marked up will be shown on
22 the Board and marked, "To Fill".

23
24 RULE #5

25
26 The Extra Board will be cut immediately below the last active
27 operator in succession from the top of the Board who gets a regular
28 run or at least eight (8) hours work that day, exclusive of show-up
29 time and holiday pay.

30 RULE #6

31
32 A sufficient number of show-up operators will be held to protect
33 the service from the time the first day run or scheduled assignment
34 signs on until the last night run or assignment signs on.

35
36 RULE #7

37
38 The time of show-ups will be graduated from the top down and
39 the bottom up, so that operators at the bottom of show-ups will be
40 available for extras and pieces of work. When the runs are all filled,
41 the extra pieces are to be filled from the top of show-ups down.
42 Spaces, pulls, shop buses, spot buses, etc., are to be filled from
43 bottom of show-ups up.

44
45 RULE #8

46
47 Operators will not be given work before the time of their show-up
48 time if there are other operators on show-up who can perform that
49 work without losing a regular run or longer piece of work.

50
51 RULE #9

1 An active operator on the Extra Board who is assigned a day run
2 from show-up that had a P.M. extra marked up with the run, will get
3 the run and the extra. In all other cases where a run and an extra are
4 marked up together, and that assignment later comes open, the run
5 will be assigned separate from the extra.

6
7 RULE #10

8
9 If an operator on the Extra Board catches a run that comes open
10 after operators above said operator have gone out on extras, the
11 operator will keep the run, but operators above said operator who do
12 not get as much as eight (8) hours' work, exclusive of show-up pay
13 and holiday pay, will not be cut down. This does not apply to
14 operators on the Night Board who might be used to start a day run,
15 or operators on the Day Board who might be used to start a night run,
16 but such operators shall be told that they are to work only a certain
17 part of the run, or will be relieved.

18 RULE #11

19
20 When a run and an extra are marked up together, the run will
21 determine its position on the Board. The sign-on time of all runs and
22 extras will be shown when marked up on the Board.

23
24 RULE #12

25
26 When a run is marked up that should not have been, it will be
27 taken from the operator on the Extra Board, and said operator (the
28 operator on the Extra Board) will then be assigned the next available
29 open run and will be made whole for the original assignment. If a run
30 is inadvertently left open that should have been assigned, it will be
31 filled in its proper place with runs coming open that day by operators
32 assigned to show-ups.

33
34 RULE #13

35
36 Operators may trade their run for one or two extras if
37 arrangements are made with the approval of the Office Dispatcher or
38 Superintendent. Arrangements should be made in advance so work
39 can be marked up on the Extra Board whenever possible.

40
41 RULE #14

42
43 For each workday, excluding regular day(s) off, that operators on
44 the Extra Board fail to make their assignment(s) and perform the work
45 assigned, they will lose their guarantee for each such day. Guarantee
46 will not be broken when operators trade run for run, or extra for extra,
47 and trade at the discretion of the Office Dispatcher.

48
49 Guarantee will not be broken in the event an operator on the
50 Extra Board is relieved to attend a mark-up meeting.

51
52 RULE #15

1
2 Any operators on the Day Board who have requested the day
3 before not to be assigned to work after 8:00 P.M. will not be assigned
4 such work so long as there are other operators on the Extra Board
5 active that day to perform the work. In case it is necessary to use
6 such operator, then preference will be given in the order in which the
7 requests were made. Also should such operators be used, they will
8 have preference of getting off ahead of anyone else after all day runs
9 have been filled.

10
11 RULE #16

12
13 Day operators not marked up for assignment the following day
14 will not be required to work after 8:00 P.M. and their guarantee will
15 not be broken.

16
17 RULE #17

18
19 Operators on the Extra Board, who finish their assignments for
20 the day, before 10:00 P.M., will not be required to report for work the
21 following day before they have had an eight (8) hour off duty period,
22 unless they voluntarily agree to do so. Operators on the Extra Board
23 who finish their assignments for the day, after 10:00 P.M., will not be
24 required to report for work the following day before they have had a
25 ten (10) hour off-duty period, unless they voluntarily agree to do so.
26 Operators shall sign a duplicate form before taking their eight (8) or
27 ten (10) hours. Operators voluntarily working their regular day off will
28 not be entitled to an eight (8) or ten (10) hour off-duty period before or
29 after working their regular day off. If said operator has an assignment
30 commencing before such eight (8) or ten (10) hour period has elapsed
31 and does not intend to show up for it, that operator must notify the
32 Office Dispatcher at time of signing off. When an operator fails to
33 make an assignment and has not made previous arrangements with
34 the Office Dispatcher, that operator must call the Office Dispatcher
35 before he is due to report for the assignment; otherwise, said operator
36 will be treated as an operator who has missed an assignment.

37
38 RULE #18

39
40 In case it is necessary to make assignments at night after the
41 operators have been released for the day, such assignments will be
42 offered to the operator or operators next in line for work that day if
43 they can be contacted.

44
45 RULE #19

46
47 The roster of extras with the sign-on and sign-off time of both
48 A.M. and P.M. extras will be posted in the Operators' Room.

49
50 RULE #20

51
52 Student operators completing training will select in seniority

1 order the runs left open, if any, as provided in applicable mark-up
2 rules, or will take their place on the Extra Board.

3
4 RULE #21

5
6 When an operator calls the Office and is not given a miss in
7 accordance with Section 2.14 of the Agreement, the Office Dispatcher
8 may assign a new report time, or excuse the operator for the day. If
9 given a new report time, the eight (8) hour guarantee shall be broken,
10 with the operator receiving pay at the one-half (1/2) rate for any
11 show-up time.

12
13 RULE #22

14
15 When an operator is called for jury service, the operator's run or
16 assignment will be marked up on the Extra Board for the first day
17 only, and thereafter held open and marked "Watch Account of Jury",
18 so that if the operator is excused from jury duty late in the afternoon,
19 the operator will not lose his run or assignment for the next day.
20 When an operator on the Extra Board is called for jury service, it will
21 be so marked up on the Board that first day. Thereafter the operator
22 will be marked up to the assignment due that operator on the Extra
23 Board and marked "Watch Account of Jury".

24
25 RULE #23

26
27 The name, badge number and length of suspension are all that
28 will be shown on the Extra Board when an operator has been
29 suspended.

30
31 **Section 2.22. Zone & Sign Painters.**

32
33 The regular workweek of Zone and Sign Painters employed in this
34 Seniority Unit shall be five (5) days and the workday shall be eight (8)
35 hours, embraced in a period of eight and one-half (8-1/2) consecutive
36 hours, Mondays through Fridays, inclusive, with one-half (1/2) hour
37 off for lunch; the day shift's work shall begin at 7:00 A.M. and end at
38 3:30 P.M., and, when these employees are called upon to work a night
39 shift, they shall begin at 12:00 P.M. and end at 6:00 A.M., and shall
40 be allowed two (2) hours premium pay at the straight hourly rate.
41 However, when in the judgment of the Authority it is necessary for the
42 proper conduct of the business that the daily starting and quitting
43 times above specified be temporarily changed, that may be done by
44 advancing or deferring both not exceeding one (1) hour, on at least
45 twenty-four (24) hours notice to the employee involved; and, when in
46 the judgment of the Authority the necessity for such temporary
47 changes has ceased, the regular starting and quitting times above
48 specified shall be promptly restored. The Authority will furnish five
49 (5) changes of clothing per week for each Zone and Sign Painter in this
50 Seniority Unit. The employee shall have a choice of either pants and
51 shirts or coveralls. The Authority agrees that every effort will be made
52 to have supplied clothing that fits the employee. This replaces the

1 yearly clothing allowance paid in the past. It is further agreed that if
2 this system does not prove satisfactory to the majority of employees
3 affected, the question of clothing or clothing allowance will be
4 renegotiated.

5
6 The Authority will provide raincoats, rain hats, rubbers, goggles
7 and work gloves.

8
9 **Section 2.23. Announcers and Tour Guides.**

10
11 The parties mutually agree to develop a program to establish a
12 list of qualified announcers or tour guides, for sight-seeing tours or
13 charter work.

14
15 Extra Board operators qualifying as announcers and tour guides
16 shall be given assignments for charter work requiring their skills as
17 needed, with the relevant Extra Board Rules being waived to permit
18 such assignments, but the driver's eight (8) hour guarantee shall not
19 be broken because of such assignment.

20
21 When the chartering party requests, in writing, a specific
22 operator, and the operator agrees, the prevailing Extra Board Rules
23 will be waived, as required, to permit the work to be performed; but
24 not more often than once per operator per calendar month.

25
26 **Section 2.24. Pulling Buses Off the Road.**

27
28 Assignments of pulling vehicles off the road will be performed by
29 Transportation Seniority Unit employees; except, in instances where
30 a vehicle is damaged or disabled to the extent that it must be towed
31 in, Maintenance Seniority Unit employee shall perform the operation.

32
33 **Section 2.25. Football Assignments.**

34
35 The method of making football assignments will be as follows:

36
37 (a) No change will be made in the assignments for operators on
38 the Extra Board.

39
40 (b) All active, regular and vacation operators on the Revolving
41 List, and those who have volunteered for football work, will be
42 combined in a single list in seniority order.

43
44 (c) All RDO regular and vacation operators on the Revolving List,
45 and those who have volunteered for football work on their regular day
46 off, will be combined in a single list in seniority order.

47
48 (d) Small bus operators may be assigned to and paid at
49 applicable large bus football rate when applicable large bus football
50 lists are exhausted.

51
52 (e) MetroFlex operators may be assigned to and paid at

1 applicable large or small bus football rate when the applicable large
2 and/or small bus lists are exhausted.

3
4 **Section 2.26. Uniforms.**

5
6 The Authority will, upon request, furnish each year to each
7 operator who has a continuous service record of one (1) year or more
8 as an operator immediately preceding the date of such request, and
9 intends to continue in such service, one (1) free uniform to consist of
10 cap, worsted (or of at least equivalent quality if composed in part of
11 synthetic fibers) trousers and jacket, two (2) shirts, and two (2)
12 four-in-hand neckties. Uniform substitutions of approved items may
13 be made, up to the dollar amount provided by the Authority, subject
14 to approval by Transportation Supervisors. A bulletin will be posted
15 periodically specifying approved optional uniform items. The
16 allowances for uniforms herein provided for shall be made annually,
17 upon request and in a single order, and shall not be cumulative; nor,
18 upon any substitution of uniform items as herein provided, shall
19 credit be allowed or payment made by the Authority for any difference
20 between costs.

21
22 Each new Full and Part-Time Operator will receive a one hundred
23 fifty dollar (\$150.00) uniform allowance upon graduation from
24 training class.

25
26 An operator shall have the option of having the uniform jacket
27 lined and having pleats put in uniform trousers, but with no
28 additional uniform cost to the Authority. Authority insignia patches
29 will not be required on uniform shirts, but will be required on uniform
30 jackets.

31
32 Full-time and part-time operators who have been in the employ
33 of the Authority for one (1) year on November 1, each year, will be
34 eligible for a cleaning allowance of seventy dollars (\$70.00).

ARTICLE III
Maintenance Seniority Unit

Section 3.1. Calculation of Overtime.

The Authority will pay overtime for work by the employees of this Seniority Unit, as follows:

(a) Time and one-half shall be paid for work performed by any such employee in excess of his regularly assigned hours per day.

If the Authority has made arrangements in advance to fill a known vacancy and the employee does not show or advise the Authority in time to fill the job without paying the one (1) hour call-out provision, the Authority will attempt to fill the job with another qualified employee, but the Authority will not be required to pay the one (1) hour call-out provision in this particular instance. The Authority will advise the employee that he will not be entitled to the one (1) hour call-out provision at the time he is called.

(b) Time and one-half shall be paid for work performed by any such employee on his regularly assigned day off: provided, that when an employee is allowed to exchange his day off with another employee, or where an employee is allowed to work on his day off as an accommodation for another employee, he shall not receive time and one-half except where the time and one-half rate would have been paid to the employee so relieved.

(c) An employee called out or directed to report for work before his regular shift will be guaranteed at least three (3) consecutive hours of extra work at time and one-half, unless such work extends into the time of his regular shift, in which event time and one-half will be paid from the starting time until the time of his regular shift and the balance at his regular rate.

(d) An employee called out or directed to report for work after his regular shift will be guaranteed at least three (3) consecutive hours of extra work at time and one-half unless such work immediately follows his regular shift in which event time and one-half will be paid for the actual time engaged.

(e) No employee shall be required to lay off to equalize or avoid the payment of overtime.

(f) In order to qualify for the overtime rate for working on days off, the employee must have worked the five (5) regular workdays immediately preceding the days off, unless excused for Union business, excused by the Authority, or absent due to excusable illness.

1 **Section 3.2. Involuntary Transfer.**
2

3 An employee shall not be transferred from one Unit to another in
4 this Seniority Unit over his objection, but he may be temporarily
5 assigned from one Unit to another over his objection when an
6 emergency exists which requires such temporary assignment and
7 shall return to his original unit when no longer reasonably required
8 on the job to which temporarily assigned. Any employee temporarily
9 assigned to perform work in another Seniority Unit shall receive fifteen
10 cents (\$.15) per hour premium pay above his straight hourly rate or
11 above the rate of an employee being relieved, whichever is greater.
12 (Reference Section 8.5.)
13

14 The Authority will endeavor in good faith to hold such temporary
15 assignment to the minimum time reasonably required to meet the
16 emergency. The Management will decide in the first instance as to the
17 existence or continuance of an emergency justifying such temporary
18 assignment, reserving to the employee the right to question same
19 thereafter through resort to the grievance procedure set forth in
20 Section 1.13.
21

22 Backfilling occurs when an employee is involuntarily assigned to
23 a job which is not his regular assigned job and his regular job is then
24 filled by another employee. Backfilling shall not be allowed under this
25 Agreement.
26

27 **Section 3.3. Bidding Jobs.**
28

29 When a job vacancy is to be filled or an opening is created by a
30 new job, notice of such vacancy or opening, with the job description
31 and rate applicable thereto, will, within three (3) workdays after such
32 vacancy or opening occurs, be posted on the bulletin board of all
33 Seniority Units for a period of not less than three (3) workdays,
34 Saturdays, Sundays and Holidays excepted. If a job vacancy is not to
35 be filled, a notice will, within three (3) workdays after such vacancy
36 occurs, be posted on the bulletin boards within the Seniority Unit
37 affected, to the effect that the job is being abandoned and the reason
38 for such abandonment. Any employee desiring to bid on a posted job
39 must have completed forty-four (44) days actually worked to be eligible
40 to bid, as above-provided, and shall submit his bid in writing within
41 said three (3) workdays. The bidder with the greatest seniority in his
42 Seniority Unit, who is qualified, will be assigned to the job as soon as
43 possible. Ability and merit being sufficient, seniority shall prevail in
44 determining those eligible for a trial period. The trial period shall
45 consist of twenty (20) days actually worked. For the purpose of this
46 section only, a minimum of five (5) hours shall constitute a day's work.
47 An employee who is awarded a trial period will be assigned at his
48 existing hourly rate, unless the employee is bidding for a lower-rated
49 job, in which case he will be immediately assigned at the rate of the
50 lower job. The Authority will attempt in good faith to qualify the
51 employee for the job at the earliest possible date. If at the end of the
52 trial period the employee is unable to qualify, the trial period may be

1 extended with the consent of management and the union, or the
2 employee may be returned to his former job, providing it has not been
3 filled by an employee of greater seniority. If the former job has been
4 so filled, the disqualified employee shall not be permitted to exercise
5 his unit seniority to bump any job of a rate classification higher than
6 that of his original job in his own Seniority Unit.

7
8 In considering whether a bidder for a Lead job is qualified, it shall
9 be understood that the qualifications for a Lead job include leadership
10 and responsibility, as well as competence in the jobs to be led, and
11 that substantial weight shall be given to supervision's assessment of
12 such qualities.

13
14 Bid sheets will be posted at all time clocks at all times and when
15 an employee turns in a bid sheet the Supervisor will issue the
16 employee a receipt for the bid sheet at that time.

17
18 Job dispositions will be posted within seven (7) days (Saturdays,
19 Sundays and holidays excluded) after the date that the bids are
20 closed.

21
22 In the event a posted job is not bid by a qualified employee, or is
23 not bid by an employee qualified for a trial period, the Authority may
24 offer the job to the employee in any Seniority Unit deemed by it to be
25 best qualified and if he accepts will train him, if required, at his
26 existing rate, and when he is reasonably qualified, assign him to the
27 job at the job rate; or, the Authority may fill the job with a new
28 employee. Prior to hiring a new employee, a former employee will be
29 called back in accordance with Section 1.16.

30 Tests to determine the qualifications for assignment to a posted
31 job, and/or a trial period, shall be the same for all employees and shall
32 be subject to review by the employee involved and a Union Executive
33 Board member.

34
35 The successful bidder on all jobs will be assigned to the job bid
36 within fifteen (15) working days, or allowed the rate of the job bid, plus
37 the employee shall receive fifty cents (\$.50) per hour premium pay for
38 each hour held on the previous job.

39
40 In the event a job is abandoned or is affected by a layoff due to
41 reduction in forces, the employee affected will be notified and he can
42 exercise his unit seniority to bump on any job in his Seniority Unit for
43 which he is qualified, or qualified for a trial period.

44
45 When an employee is promoted to Supervisor, either temporarily
46 or with intent to be assigned Supervisor permanently, other than
47 relieving on a Supervisor's regular day off or vacation relief, the job
48 vacated by the employee being promoted will be posted prior to the
49 assignment, when reasonably possible, but in no event more than
50 thirty (30) days after the assignment.

51
52 The Union will be furnished a copy of all jobs posted for bid.

1
2 Employees will not be encouraged or discouraged in bidding or
3 not bidding on a job by any representative of the Authority or Union.

4
5 Permanent employees shall have the right to bid on any open jobs
6 posted in their Seniority Unit.

7
8 **Section 3.4. Tools – Emergency Equipment – Work Clothing.**
9

10 (a) Employees who have had one (1) year of service or longer and who
11 are required to furnish their own hand tools, will be allowed a two
12 hundred twenty dollar (\$220.00) tool allowance, payable annually in
13 November.

14
15 (b) The following rules will also apply:

16
17 1. The Authority will pay for the repair of power tools used by
18 employees in the course of their employment with the Authority.

19
20 2. Eligible tools will be registered with the Authority.

21 3. Eligible tools will be limited to one of each type or kind.

22
23 4. The Authority reserves the right to select the vendor, supplier
24 or repair shop used to repair or rebuild.

25
26 It will be the employee's responsibility to furnish the Authority an
27 up-to-date and complete list of personal tools that they will keep on
28 the property of the Authority. The employee shall promptly advise the
29 Authority, in writing, of any additions or deletions to this list. The
30 Authority shall have the opportunity, at any time, to verify the list
31 against the actual tools. In the event of loss of tools because of theft
32 or accidental damage, the Authority's responsibility will be limited to
33 replacement of tools on the list in its possession prior to the loss. The
34 Authority will not replace tools damaged due to employee's
35 carelessness or normal wear and tear. It will be the employee's
36 responsibility to keep the tool box locked and stored in an appropriate
37 place designated by the Authority when not in use and failure to do
38 so will absolve the Authority of any responsibility for loss of tools when
39 the box is not properly stored.

40 The Authority will continue to furnish general and special tools
41 and emergency equipment in accordance with Authority's policy
42 except those required to be furnished by the mechanics and the
43 trainees. The Union will have no preference as to brand. The
44 Authority will secure a supply of metric tools presently required and
45 issue them, as required, on a one-time basis for Class "A" Mechanics
46 and Trainees.

47
48 The Authority will furnish five (5) changes of clothing per
49 week for each employee of the Maintenance Seniority Unit. The
50 employee shall have a choice of either pants and shirts or coveralls.
51 The Authority agrees that every effort will be made to have supplied
52 clothing that fits the employee. This replaces the yearly clothing

1 allowance paid in the past. It is further agreed that if this system does
2 not prove satisfactory to the majority of employees affected, the
3 question of clothing or clothing allowance will be renegotiated.
4 Maintenance employees are required to wear Authority supplied
5 uniforms. Current Maintenance Department employees who are
6 eligible for work clothing under Section 3.04 and upon their request
7 will be issued five approved uniform tee-shirts in addition to their
8 existing uniforms. For new employees and, after 3/31/2014, for all
9 eligible employees, tee-shirts will be one of the options that employees
10 may choose as a part of the 11 shirts included in the uniform
11 allowance.

12
13 After 3/31/2014, employees will have the option of selecting approved
14 jeans as a uniform option. Until 3/31/2014, employees may obtain
15 and wear approved uniform jeans at their own cost.

16
17 The wearing of safety shoes shall be mandatory and a condition
18 of employment for all job classifications in the Maintenance Seniority
19 Unit, except those clerical positions performed in the office.

20
21 The Maintenance Department has instituted a safety program
22 requiring all employees working in, around or with Authority
23 equipment to wear safety glasses. The requirements of the safety
24 eyeglass program shall be set forth in Joint Labor/Management
25 Bulletin No. 87-86, dated September 15, 1987.

26
27 **Section 3.5. Extra Work.**

28
29 (a) Completion of Piece of Work at End of Shift. An employee
30 working on his regularly assigned work day on an assignment of work
31 at the end of his regular shift, and that piece of work is to be continued
32 on overtime that day, shall have preference for such overtime over all
33 other employees. Overtime worked in this event shall not affect the
34 employee's position in the rotation of extra work.

35
36 (b) Completion of Assignment on Days Off. An employee working
37 on any assignment requiring one or more days to be completed, and
38 to be continued on that employee's regular days off, shall have
39 preference for such overtime. The overtime worked in this event shall
40 not affect the employee's position in the rotation of extra work.

41
42 (c) Regular Day Off and Prior to Shift. Extra work, not assigned
43 under the provisions of (a) or (b), will be offered on the basis of
44 seniority and qualifications, and such work will be offered first to
45 employees on their regularly assigned days off on their assigned work
46 shift (where such work will amount to four (4) hours or more). Work
47 of less than four (4) hours duration, prior to the start of a shift, will
48 first be offered to qualified employees, within the job classification,
49 scheduled to work on the shift. Such work will be rotated insofar as
50 reasonably practicable.

51
52 (d) Voluntary Extra Work Lists. Extra work not filled in

1 accordance with the above procedure will be offered on the following
2 basis:

3
4 1. The Authority will establish voluntary extra work lists
5 (day and night). There will be lists for vehicle Class A Mechanics,
6 Bodymen, Air Conditioning Mechanics, Serviceworkers, Mark-Out
7 Hostlers, Facilities Maintenance Mechanics, Facilities Serviceworker
8 and Stockworkers.

9
10 Upon mutual agreement between Labor and
11 Management, the number of lists may be changed, from time to time.

12
13 2. The overtime lists shall be posted at the main time clock
14 area or in the appropriate work area and be brought up to date every
15 day by 12 noon (Saturday, Sunday and holidays excluded). Lists with
16 name changes will be posted the first day of the month.

17
18 3. An employee may have his name on the lists (within the
19 appropriate grouping) for which he is eligible. An employee's status
20 on one list will have no bearing on his status on the other list.

21
22 Eligibility will be determined by the employee's holding a job
23 according to the work groups referenced in Section 3.9 (a). The
24 employee may only be on lists included in the same work group and
25 the employee must have held the job to be eligible to work the extra
26 work list.

27
28 4. Overtime of less than four (4) hours will not affect an
29 employee's position in extra work rotation.

30
31 5. An employee may add to, or remove his name from the
32 overtime list on the first of each month only. The employee must
33 submit his name to his immediate Supervisor prior to the 25th of the
34 preceding month. Any names removed or added will be placed at the
35 bottom of the list in seniority order.

36
37 6. If an employee has been on duty sixteen (16) consecutive
38 hours he will not be eligible for further work until his next regular
39 shift. Any employee who has been on duty sixteen (16) consecutive
40 hours shall be excused, on request, from working any regular shift
41 which begins within eight (8) hours of the completion of sixteen (16)
42 consecutive hours on duty.

43
44 Such employees shall report immediately following the
45 eight (8) hour relief period and work the balance of their regularly
46 scheduled shift. All overtime and other pay rules shall apply to work
47 performed after the employee's scheduled off time, provided that the
48 employee shall forfeit the daily eight (8) hour guarantee for that day.

49
50 7. If an employee is working the date and shift an overtime
51 assignment is offered, he will be considered unavailable for the
52 assignment and remain in regular rotation.

1
2 8. When called or asked to work overtime the employee will
3 be told what job vacancy he is to work.
4

5 (e) In the event that questions arise with regard to any portion of
6 this Section, it is agreed that the President of the Union, or his
7 representative, and the General Manager of the Authority, or his
8 representative, will meet at the request of either party to resolve such
9 questions on a fair and equitable basis for all concerned as soon as
10 possible.
11

12 **Section 3.6. Time Clock.**

13
14 An employee must notify his supervisory official prior to the start
15 of his shift if he will be unable to report on time.
16

17 Any employee required to punch a time clock shall be docked for
18 only the time for which he is late or absent, provided he reports
19 immediately to his Supervisor.
20

21 **Section 3.7. Break-In Premium.**

22
23 When an employee is assigned to break in another employee, he
24 shall be allowed premium pay of one dollar (\$1.00) an hour for such
25 break-in work. A "break-in" shall mean to teach an employee a job
26 involving the use of equipment, tools or method with which the
27 employee is not familiar, and shall not apply in cases where an
28 assistant or helper is assigned to an employee.
29

30 **Section 3.8. Job Openings on Absence.**

31
32 If it is known that an employee will be absent for thirty (30) days
33 or more on account of sickness or leave of absence, vacancies
34 resulting from his absence that are to be filled will be temporarily
35 assigned in accordance with seniority and qualifications for the period
36 of his absence; provided, that when it is known that his absence will
37 be for a period of six (6) months or longer, the job will then be posted
38 and bid in accordance with the provisions of Section 3.3.
39

40 **Section 3.9. Seniority-Annual Mark-Up.**

41
42 An annual bid of all jobs in the Maintenance Seniority Unit will
43 be conducted in December of each year, to be effective the first pay
44 period in January, subject to the following provisions:
45

46 (a) Bidding must be within the employee's classification. For the
47 sole purpose of the Annual Mark-Up the term "employee's
48 classification" shall mean two (2) groupings of employees which
49 include the following job types:
50

51 Group One shall be Class A Mechanics (including Lead
52 Mechanics, Machinist and Welder, Body Mechanics, Plumber,

1 and Building and Grounds), Class B Mechanics, Technician and
2 Technician/Apprentice, Facility Mechanic.

3
4 Group Two shall be Revenue Equipment Repairer, Mark-out
5 Hostler, Brake and Battery Serviceworker, Class A and Class B
6 Serviceworker, Fueler and Oiler, Facilities Class A Serviceworker,
7 Facilities Serviceworker, Stockworker and all Leadpersons for
8 group two employees.

9
10 (b) Bidders must be pre-qualified to the extent that there would
11 be no testing of the bidders at the time of bidding. To be pre-qualified
12 the bidder will have previously held or will currently be holding a job
13 with the job title and duties bid.

14
15 (c) There would be no trial period allowed.

16
17 (d) All jobs left unassigned after the Annual Mark-up will be
18 posted and bid according to Section 3.3, Bidding Jobs.

19
20 **Section 3.10. Workweek-Workday.**

21
22 The workweek of this Seniority Unit shall consist of five (5)
23 consecutive workdays in seven (7), each workday to consist of eight
24 (8) hours embraced in a period of eight and one-half (8-1/2)
25 consecutive hours, with one-half (1/2) hour off for lunch; provided
26 that the workday of all employees on the night shifts of the
27 Maintenance Seniority Unit shall consist of eight (8) hours embraced
28 in a period of eight (8) consecutive hours with a thirty (30) minute
29 lunch period to be taken on the job. Employees whose full assignment
30 is on work that must be performed seven (7) days per week, will work
31 five (5) eight (8) hour consecutive days in seven (7); each workday shall
32 consist of eight (8) hours embraced in a period of eight and one-half
33 (8-1/2) consecutive hours, with one-half (1/2) hour off for lunch;
34 additional work shifts required on jobs that must be worked seven (7)
35 days per week will be filled by a relief person; a relief person will not
36 be required to work both a day and a night shift, nor will he be
37 required to relieve at different locations; and all other shifts will have
38 Saturday and Sunday off.

39
40 Seven-day jobs will continue to be scheduled, with the Authority
41 having the option of filling the job when the regularly assigned
42 employee is absent, except the job will be filled during vacation periods
43 as provided in Section 1.19.

44
45 As concerns employees working vacation relief jobs in this
46 Seniority Unit, they will take as their days off the days off of the job
47 being relieved; provided, however, that they shall be provided with five
48 (5) eight (8) hour days of work with two (2) consecutive days off each
49 calendar week (Saturday and Sunday will be considered as
50 consecutive).

51
52 The supervisor and Union official shall jointly cooperate in

1 arranging for such vacation reliefs.

2
3 Employees shall be allowed two (2) ten (10) minute breaks each
4 day.

5
6 Employees shall begin and end their day's work at the same
7 place.

8
9 The Authority has the option of assigning one or more hourly
10 employees for road testing buses; one of which must be a Class "A"
11 Mechanic.

12
13 **Section 3.11. Protective Clothing.**

14
15 The Authority will place in the storeroom five (5) pairs of rubber
16 boots, five (5) raincoats and five (5) rain hats for the use of garage
17 employees, which may be drawn on tool check by employees whose
18 work is ordinarily entirely inside when sent out on the wrecking or
19 emergency crew.

20
21 The Authority will also furnish rubber gloves and rubber aprons
22 for use in the Battery Section.

23
24 The Authority will also furnish sufficient protective clothing to
25 parts and chassis cleaners.

26
27 The Authority will furnish gloves and goggles for chipping, cutting
28 and welding.

29
30 The Authority will furnish boots or rubbers, raincoats or rain
31 suits, rain hats, overcoats and gloves for trouble shooting, emergency
32 work and cleaning, and maintain same in good condition.

33
34 The Authority will furnish suitable gloves (other than regular
35 work gloves), goggles, helmets and other safety appliances, for the
36 protection of its employees who are engaged in work which requires
37 such equipment. The Authority will place in the storeroom rubber
38 boots, raincoats or rain suits and rain hats, and mackinaws, for the
39 use of employees, which may be drawn on tool check by an employee
40 whose work is ordinarily entirely inside when he is sent outside to do
41 any work. Wearing of safety equipment provided as specified in this
42 section is mandatory.

43
44 It is agreed that the Authority will furnish and maintain adequate
45 means for removing from the area injurious fumes and dust.

46
47 The Authority will provide a procurement card in the amount of
48 one hundred dollars (\$100) between October 1 and October 15 of each
49 year, valid for twenty-four months from the date of issue for the
50 purchase of steel toed/slip resistant safety shoes/boots. The
51 procurement card shall increase to \$115 per year effective October
52 2012, and to \$125 per year effective October 2013. The card shall be

1 used to purchase approved safety shoes/boots only. An approved
2 shoe/boot list and approved vendor list with at least three vendors
3 shall be mutually agreed upon by the Authority and Union on or before
4 September 1 of each year.

5 The Authority will furnish safety glasses. The requirements of
6 the safety eyeglass program shall be set forth in Joint
7 Labor/Management Bulletin No. 87-86, dated September 15, 1987.
8

9 The employees of this Seniority Unit who are listed as parts
10 cleaners and chassis cleaners, or any other employees who use hot
11 water and steam regularly with which to clean, will not be required to
12 make trouble calls out of the building or move equipment outside of
13 the building during freezing weather.
14

15 **Section 3.12. Line Hostlers, Parts Cleaners, Yard Patrol, Utility**
16 **Employees and Parts Driver.**
17

18 Employees in the above categories will not be required to perform
19 any skilled work except driving the wreck truck. All tire changing
20 shall be done by the tire employees, except where the tire employees
21 are not available. All employees changing tires shall be paid mark-out
22 hostlers rate.
23

24 **Section 3.13. Kind of Work.**
25

26 Employees of this Seniority Unit, rated above the Helper Class "A"
27 Serviceworker's rate, will not be required to perform the work of a
28 Facility Serviceworker, except that employees will tidy up their
29 machines and work areas, including, without limitation, fluid spills
30 and debris from work performed by the employee.
31

32 The Authority will endeavor at all times to keep workers employed
33 at their customary work, but may temporarily reassign workers to
34 other work in cases of emergency, and in making such temporary
35 assignments, the Authority will select qualified persons at or near the
36 bottom of the work group. No such temporary assignment shall last
37 longer than thirty (30) days unless the emergency shall last longer
38 than thirty (30) days. The Authority will not be required to give written
39 confirmation on such thirty (30) day temporary assignments.
40

41 All painting done in this Seniority Unit, shall be done by
42 employees of the paint shop, except the application of preservatives,
43 insulating and rust-proofing materials.
44

45 **Helpers' Duties:**
46

47 Upholstering and Bus Body: Handling material, stripping
48 and cleaning.
49

50 Paint: Handling material, cleaning, stripping, burning and
51 removing of paint, sanding operations composed of hand sanding,
52 use of power hand sanders and disc sanders, the application of

1 masking compound to window glass, and the staining and
2 cleaning of upholstery.

3 Inspection Shop: Handling materials, stripping and cleaning.

4
5 Forge and Welding: Handling materials, stripping and
6 cleaning.

7
8 Utility: Handling materials, stripping and cleaning.

9
10 Machine Shop: Handling material, stripping and cleaning.

11
12 Electric Shop: Handling material, stripping and cleaning.

13
14 Helpers may be assigned to work with higher-rated mechanics in
15 the performance of their duties.

16
17 The Maintenance Seniority Unit Class "A" Serviceworkers may
18 handle vehicles, moving them through the various operations of
19 fueling, cleaning and inspection, and will place them in storage
20 following these operations.

21
22 A Class "B" Serviceworker may handle vehicles, moving them
23 from storage garage to repair garage.

24 25 **Section 3.14. Qualifications.**

26
27 Posted job bid sheets will spell out principal job duties for Class
28 "A" Mechanics and Special Classifications, with provisions that these
29 jobs cannot be backfilled.

30
31 CLASS "A" MECHANIC - The Class "A" Mechanic's major duties
32 and responsibilities will include the performance of inspections,
33 diagnosis of mechanical/electrical failures and the changing of units
34 in connection with the maintenance of internal combustion-propelled
35 vehicles. This includes motor vehicle engines, drive trains, chassis,
36 brakes, tires, electrical systems, bodies, air-conditioning systems and
37 all other related components, plus major overhaul of engines,
38 transmissions, electrical parts and other mechanical components.

39 40 **Section 3.15. Training Programs.**

41 42 A. Mechanic Trainee Program.

43
44 (1) When there is a need for applicants for training, a notice will
45 be posted on all bulletin boards in each Seniority Unit, referring to the
46 test involved and giving the minimum passing score. Employees
47 interested shall submit a written request to their supervisor stating
48 their educational backgrounds, past experience, and qualifications in
49 the type of work for which a Trainee is being selected.

50
51 Applicants will be selected on the basis of oral and written tests
52 given by the Authority. Ability being sufficient, the position will be

1 filled on the basis of seniority among employees in the Seniority Unit
2 making application for the position, or, in the event no employee is
3 qualified, trainee assignment may be filled with a new employee.
4

5 (2) The background of the applicant selected must be such that
6 the training period need not be more than two (2) years.
7

8 The method of vehicle mechanic training will consist of
9 procedures set forth in Maintenance Bulletin No. 84-100, dated
10 August 1, 1984. The method of body shop training will consist of
11 procedures set forth in Maintenance Bulletin No. 87-200, dated
12 December 1, 1987. The procedures will not be changed, modified or
13 altered during the term of this Agreement except by mutual consent
14 of the Authority and Local No. 1287.
15

16 Trainees will perform actual "on the job" assignments in all
17 phases and types of work and receive instruction from qualified
18 co-workers and supervisors .
19

20 A written examination will be given at the end of each ninety (90)
21 days or less of actual training covering his general progress and in
22 particular the phase covered during this period. The Trainee and
23 union representative will be notified at this time regarding his
24 progress and eligibility for continued training.
25

26 (3) The minimum starting rate for all Trainees will be the top rate
27 of the Helper Class "A" Serviceworker, based on the employee's date of
28 hire. Any employee above the Class "A" Serviceworker rate will retain
29 that rate when starting the trainee program but will not receive the
30 step increases provided below until that rate exceeds his straight rate.
31 Those incentives will be computed based on the Class "A"
32 Serviceworker rate.
33

34 Rate adjustments between the Trainee rate and the Class "A"
35 Mechanic rate during the training period, if the Trainee maintains a
36 passing grade will be as follows:
37

38 After six (6) months, twenty-five percent (25%) of the difference in
39 rate;

40 After one (1) year, fifty percent (50%) of the difference in rate;

41 After eighteen (18) months, seventy-five percent (75%) of the
42 difference in rate;

43 After two (2) years, the full rate of the Class "A" Mechanic.
44
45

46 For the Trainee qualifying in less than two (2) years, rates will be
47 adjusted in accordance with progress.
48
49

50 (4) Employees completing the required training and qualifying
51 shall establish seniority for bidding purposes in the Class "A"
52

1 Mechanic's classification when openings occur, as of the date they
2 entered the service of the Authority in the Maintenance Seniority Unit.

3
4 (5) When it is necessary for a Trainee to fill a Class "A" Mechanic's
5 position without assistance, or go on road calls without assistance, he
6 shall be paid the Class "A" Mechanic's rate.

7
8 (6) The number of Trainees in excess of job openings shall be
9 governed by planned retirements, changes in workload, etc.

10
11 (7) The Trainee shall have the opportunity to select by seniority
12 the open job of his choice in the class of work for which he is training
13 at the time of completing his training.

14
15 (8) If during the training program a disqualification is made, the
16 employee shall not be permitted to re-enter the training program from
17 which he was disqualified for at least twenty-four (24) months.

18
19 The parties agree to continue negotiations regarding the Class A
20 Mechanic Training Program and to incorporate amendments where
21 applicable.

22
23 B. Stockworker Training Program.

24
25 (1) When there is a need for applicants for training, a notice will
26 be posted on the bulletin boards in each Seniority Unit.

27
28 Employees interested shall submit a written request to their
29 supervisor stating their educational backgrounds, past experience,
30 and qualifications in the type of work for which a Trainee is being
31 selected.

32
33 Applicants will be selected on the basis of oral and written tests
34 given by the Authority. Ability being sufficient, the position will be
35 filled on the basis of seniority among employees in the Seniority Unit
36 making application for the position, or in the event no employee is
37 qualified, the trainee assignment may be filled with a new employee.

38
39 (2) The background of the applicant selected must be such that
40 the training period need not be more than one (1) year.

41
42 (3) The starting rate for a Trainee shall be ninety percent (90%) of
43 the Class "B" Serviceworker's top rate for employees hired before
44 November 15, 1977; and for employees hired after November 15, 1977,
45 the starting rate for a Trainee shall be eighty percent (80%) of that top
46 rate.

47
48 Rate adjustments between the Trainee rate and the top
49 Stockworker rate during the training period will be as follows:

50
51 After three (3) months, twenty-five percent (25%) of the difference
52 in rate;

1
2 After six (6) months, fifty percent (50%) of the difference in rate;
3 After nine (9) months, seventy-five percent (75%) of the difference
4 in rate;

5
6 After twelve (12) months, the full rate of the classification.

7
8 (4) Employees completing the required training and qualifying
9 shall establish seniority for bumping and bidding purposes in the
10 Stockworker classification to which assigned as of the date they
11 entered the services of the Authority in the Maintenance Seniority
12 Unit.

13
14 (5) When it becomes necessary for a Trainee to fill a temporary
15 vacancy without assistance, he shall be paid the Stockworker's rate.

16
17 (6) The number of employees in training in excess of job openings
18 shall be governed by planned retirements, changes in workload, etc.

19
20 (7) The Trainee shall have the opportunity to select by seniority
21 the open job of his choice in the class of work for which he is training
22 at the time of completing his training.

23
24 (8) The Supervisor shall be responsible for the training of the
25 Trainee.

26
27 (9) If during the training program a disqualification is made, the
28 employee shall not be permitted to re-enter the training program from
29 which he was disqualified for at least twelve (12) months.

30
31 **Section 3.16. Facilities and Equipment Maintenance.**

32
33 (a) The Facilities Maintenance employees shall hold Maintenance
34 seniority with all bidding and bumping privileges.

35
36 The Facilities Serviceworkers shall be tested when bidding or
37 bumping into higher level classifications.

38
39 Equipment Mechanics shall be a new classification in the
40 Facilities Maintenance Unit, subject to all the provisions of the Class
41 "A" Mechanics, including the rate of pay. There shall be a separate
42 job description and qualifications for Equipment Mechanics.

43
44 (b) Exterior painting, maintenance of buildings, shelters and
45 park-and-ride facilities shall be done by the Facilities Maintenance
46 Unit. Reconditioning of office equipment (desks, tables, chairs, etc.)
47 shall be done by the Facilities Maintenance Unit.

48
49 (c) Facilities Serviceworkers will perform janitorial type duties at
50 the Facilities Serviceworkers' rate of pay. All building and ground
51 duties, painting or replacements of panels at bus shelters or other
52 Class "A" Serviceworker duties performed by employees, shall be at

1 the Class "A" Serviceworker rate.

2
3 **Section 3.17. Farebox Clerk-Revenue Equipment Repairer.**
4

5 Those jobs presently classified as Grade VI, Farebox Clerks,
6 Office-Clerical Seniority Unit will be transferred to the Maintenance
7 Seniority Unit. At the time of transfer, any Office-Clerical seniority
8 acquired from holding the Farebox Clerk job will be transferred to
9 Maintenance Seniority for those individuals who hold the Farebox
10 Clerk jobs at the time of transfer.

11
12 Maintenance seniority acquired through the transfer of
13 Office-Clerical seniority will not allow the individuals so affected to bid
14 another Maintenance Seniority Unit job unless the job is open and
15 they have shown the ability to hold the job through prior experience
16 or passing of the Vehicle Maintenance Department entry level test.
17 Likewise, no person with Maintenance seniority will be allowed to
18 acquire those transferred jobs until the individual holding the job, at
19 the time of transfer, has voluntarily left the job or is terminated.

20
21 Farebox Clerks, whose principal duties are fare removal by
22 probing, will be reclassified as Class "A" Serviceworkers, with principal
23 duties of "farebox probing".
24

25 The Farebox Clerk, whose present job is repair and servicing of
26 fareboxes, will be reclassified as Revenue Equipment Repairer.

27
28 These new Maintenance Seniority Unit jobs will be subject to all
29 rules, policies and contract provisions of the Maintenance Seniority
30 Unit, with the exceptions noted above.
31

32 **Section 3.18. Part-Time Maintenance Employees.**
33

34 The Authority may employ part-time employees in the
35 Maintenance Seniority Unit under the following terms and conditions:
36

37 1. Part-time Maintenance employees may be employed only in the
38 following classifications:
39

40 Class "B" Serviceworker

41
42 Facilities Serviceworker
43

44 2. Part-time Maintenance employees may work only between 8:00
45 P.M. Friday and 7:00 A.M. the following Monday and no individual
46 employee may work more than twenty-five (25) hours during such
47 period.
48

49 3. Part-time Maintenance employees shall be in a separate
50 Seniority Unit and shall have no right to bid or bump into any other
51 Seniority Unit but such employees shall have consideration for
52 vacancies before new employees are hired.

1
2 4. The wage rate for such jobs shall be the hourly wage rate
3 provided by this Agreement for such jobs on a full-time basis, except
4 that two thousand eighty (2,080) paid hours shall constitute a year's
5 work for purposes of advancement in wage progression. The
6 probationary period for part-time Maintenance employees shall be
7 three hundred fifty (350) hours actually worked. Upon completion of
8 the probationary period, part-time Maintenance employees shall be
9 covered by the discipline, grievance and arbitration provisions of the
10 Agreement. If a part-time Maintenance employee is promoted to
11 full-time before the completion of his probationary period, he shall
12 serve the remainder of his probationary period as a full-time employee,
13 and may then be subject to a trial period of twenty (20) days actually
14 worked. Part-time job descriptions will be created and provided to the
15 Union.
16

17
18 5. Part-time Maintenance employees will accrue seniority, within
19 the part-time unit, immediately upon completion of their probationary
20 period. Part-time Maintenance employees, who apply, will be
21 promoted to full-time positions based on their seniority, subject to a
22 twenty (20) day trial period as a full-time employee.
23

24 Part-time hours worked shall determine the beginning full-
25 time wage rate. Part-time Maintenance employees who have worked
26 less than a full year's progression, when promoted to full-time, shall
27 progress on the basis of full-time service. However, a part-time
28 Maintenance employee who has reached 100 hours or less from a full
29 year's progression, will be allowed to serve the balance of that year's
30 progression as a full-time employee. Thereafter, wages shall progress
31 based on full-time service. Full-time benefits shall begin accruing
32 after the completion of the twenty (20) day probationary period.
33

34 6. Part-time Maintenance employees shall be subject to the Union
35 security provisions of this Agreement.
36

37 7. Part-time Maintenance employees will receive no other benefits
38 except shoe allowance, uniforms, free transportation and
39 participation in the flexible benefit plan as described in Section
40 1.22(c). Shoe allowance will be paid after successful completion of two
41 thousand eighty (2,080) work hours. Uniforms will be provided on the
42 same basis as full-time Maintenance Seniority Unit employees.
43 Part-time employees shall receive free transportation on Authority
44 buses for themselves only at the time of hire and for applicable
45 dependents, after one thousand forty (1,040) hours of work.
46

47 8. Part-time positions shall not be used to displace full-time
48 employees. Full-time Maintenance Seniority Unit employees on lay-off
49 shall have first preference for any part-time vacancies and shall retain
50 their wage rate while so employed as well as recall rights.
51

52 9. The Authority's right to use part-time Maintenance employees
shall terminate if repeated violations of the limitations contained in

1 this section occur, and continue to occur following written notice of
2 the nature and approximate dates of such violations, delivered to the
3 General Manager of the Authority by the Union. If a bona fide dispute
4 arises concerning the occurrence of such violations alleged to have
5 been repeated, the matter may be submitted directly to arbitration at
6 the request of either party, pursuant to the applicable terms of this
7 agreement.
8

9 **Section 3.19. ASE Certification**

10
11 1. Any employee employed in the classification of Class A
12 Mechanic, who holds a bid job as Class A Mechanic Running Repairs,
13 Class A Mechanic PM Inspections, Class A Mechanic Heavy Repair,
14 Class A Mechanic HVAC, Class A Mechanic Body Repair, or Class A
15 Mechanic – Support Equipment may, if he/she wishes, take the
16 examination(s) and become certified in any of the following ASE
17 Transit Bus Certifications: Diesel Engines, Drive Train, Brakes,
18 Suspensions & Steering, Electrical/Electronic Systems, HVAC, or PM
19 Inspection; ASE Medium Heavy Truck Certification: Gasoline Engine;
20 or ASE Collision Repair and Refinish Certifications; Painting and
21 refinishing, Non-structural Analysis and Damage Repair, Structural
22 Analysis and Damage Repair, and Mechanical and Electrical
23 Components. In the event such employee passes the required
24 certification or recertification examination(s) and receives such
25 certification or recertification, the Authority shall reimburse the
26 employee for the cost of the examination and
27 certification/recertification. The employee shall be responsible for
28 providing the Authority with evidence of receipt of the certification and
29 a receipt for the examination/certification/recertification fee prior to
30 reimbursement.
31

32 2. A Class a Mechanic – running repairs, Class A Mechanic –
33 PM Inspections, Class A Mechanic – Heavy Repair, Class A Mechanic
34 – HVAC or Class A mechanic – Support Equipment who receives an
35 ASE Medium/Heavy Truck Certification in Gasoline Engines, or a
36 Transit Bus Certification in Diesel Engines, Drive Train, Brakes,
37 HVAC, or PM Inspection, Suspension & Steering, and Electrical &
38 Electronic Systems shall receive a premium of 25¢ per hour for each
39 hour worked for each such certification, up to a maximum of \$1.25
40 per hour. A Class A Mechanic – running repairs, Class A Mechanic –
41 PM Inspections, Class A Mechanic – Heavy Repair, or Class A
42 Mechanic – HVAC who received an ASE Medium/Heavy Truck
43 Certification in Diesel Engines, Drive Train, HVAC, or PM Inspection
44 prior to December 31, 2010, shall receive a premium of 25¢ per hour
45 for each hour worked for each such certification, up to a maximum of
46 \$1.00 per hour. There shall be no duplication of premium for an
47 equivalent Transit bus and Medium/Heavy Truck certification.
48

49 3. A Class A Mechanic – Body Repair who receives an ASE
50 Transit Bus Certification in Suspensions & Steering,
51 Electrical/Electronic Systems, or PM Inspection or an ASE Collision
52 Repair and Refinish Certifications; Painting and Refinishing, Non-

1 structural Analysis and Damage Repair, Structural Analysis and
2 Damage Repair, or Mechanical and Electrical Components shall
3 receive a premium of 25¢ per hour for each hour worked for each such
4 certification, up to a maximum of \$1.25 per hour. A Class A Mechanic
5 – Body Repair who received an ASE Medium/Heavy Truck
6 Certification in Body Repair, Suspensions & Steering,
7 Electrical/Electronic Systems, or PM Inspection prior to December 31,
8 2010, shall receive a premium of 25¢ per hour for each hour worked
9 for each such certification, up to a maximum of \$1.00 per hour. There
10 shall be no duplication of premium for an equivalent Transit Bus and
11 Medium/Heavy Truck certification.
12

13 4. An employee who becomes entitled to receive the premium
14 provided in paragraph 2 or 3 shall retain such premium as long as
15 he/she maintains the ASE certification and so long as he/she remains
16 in the appropriate bid job, but shall lose the premium pay if his/her
17 certification lapses or if he/she transfers to a bid job where no such
18 premium is applicable.
19

20 5. ASE Certification shall not be the basis for determining job
21 qualifications, nor shall ASE certification be a job requirement.
22

ARTICLE IV
Office-Clerical Seniority Unit

Section 4.1. Seniority - Transfers.

Any employee who by requirement of the Authority is temporarily assigned from his regular position to another full-time position, shall receive the rate of pay for the latter position for the full time he occupies same, unless the rate of pay for the latter is lower than his regular rate of pay, in which case he shall receive his regular rate of pay while occupying the latter position (reference Section 8.5); provided, however, that an employee so assigned shall work the hours established for the position to which assigned and shall receive the regular rate of pay applicable thereto, but in no event less than the regular daily pay which he would have received for working the same number of hours in the position from which assigned, and shall be provided additional work, or made whole in pay, for any shortage in the regular daily or weekly earnings which he would have received in the position from which assigned; and, provided further, that any employee so transferred to and from such temporary assignment shall take as his days off those days off scheduled for the position to which assigned; and, provided further, that this Section shall not apply to employees who have become incapacitated to the extent that they are no longer able to carry on their former duties; and, provided further, that when an employee is transferred or assigned, either temporarily or permanently, at his voluntary request, from his regular position to another position he shall in such instance be thereafter paid the wage rate applicable to the new position.

Section 4.2. Overtime.

(a) Time and one-half shall be paid for all work performed after eight (8) hours per day, on regularly assigned days off, and before and after regularly assigned hours. For employees assigned a ten (10) hour workday job, time and one-half shall be paid for all work performed after ten (10) hours and on regularly assigned days off.

(b) In order to qualify for the overtime rate for working on days off, the employee must have worked the five (5) regular workdays immediately preceding the days off unless excused for Union business, excused by the Authority, or absent due to excusable illness. Employees in each Seniority Unit, working a regular job, will be placed on a rotating work list in seniority order. An employee working in a Seniority Unit shall be entitled to the overtime in their Seniority Unit before an employee in another Seniority Unit. The following order shall be established for working overtime.

1. Employees working regularly assigned days.
2. Employees working regularly assigned days off.

1 **Section 4.3. Days Off - Workweek - Workday.**
2

3 Employees in this Unit shall be allowed off without pay two (2)
4 days in each calendar week, such two (2) days off to be consecutive
5 insofar as is reasonably possible; provided, that employees may be
6 required to work their days off when needed to perform necessary
7 Authority business, unless sickness or injury prevents them from
8 doing so.
9

10 The foregoing shall not be applicable where an employee
11 exchanges his day or days off with another employee, or where an
12 employee works on his day or days off as an accommodation for
13 another employee, and in such instances the relieving employee shall
14 not receive time and one-half for regular time except where the time
15 and one-half rate would have been paid to the employee so relieved.
16

17 Where good cause is shown, an employee may change his
18 regularly assigned day or days off during any calendar week if
19 mutually agreeable to the Authority and the employee.
20

21 Eight (8) hours shall constitute a workday, unless the employee
22 is assigned a ten- (10) hour workday job, and forty (40) hours shall
23 constitute a workweek.
24

25 Existing straight shifts will not be hereafter split, except that new
26 positions may contain splits; such as combining two part-time
27 positions into one.
28

29 **Section 4.4. Bidding - Abandoning Jobs.**
30

31 A temporary job opening due to sickness, injury or leave of
32 absence in this Seniority Unit may be filled for a period of up to six (6)
33 months without resorting to the bidding procedure.
34

35 When a job vacancy is to be filled (except temporarily as noted
36 above), or an opening is created by a new job, notice of such vacancy
37 or opening, with the job description and rate applicable thereto, will,
38 within three (3) workdays after such vacancy or opening occurs, be
39 posted on the bulletin board of the Seniority Unit affected for a period
40 of not less than three (3) workdays (Saturdays, Sundays and holidays
41 excepted). If a job vacancy is not to be filled, a notice will, within three
42 (3) workdays after such vacancy occurs, be posted on the bulletin
43 board within the Seniority Unit affected, to the effect that the job is
44 being abandoned and the reason for such abandonment. Any
45 employee desiring to bid on a posted job must have completed a
46 probationary period of forty-four (44) days actually worked to be
47 eligible to bid, and shall submit his bid in writing within said three (3)
48 workdays. The bidder with the greatest seniority in his Seniority Unit,
49 who is qualified, will be assigned the job as soon as possible. If a
50 posted job is not bid by a qualified employee, the Authority may
51 consider awarding a trial period to the employee whose qualifications
52 are closest to the requirements and job description. Ability and merit

1 being sufficient, seniority shall prevail in determining those eligible for
2 the trial period. The trial period shall consist of twenty (20) days
3 actually worked. For the purpose of this section only, a minimum of
4 five (5) hours shall constitute a day's work. An employee who is
5 awarded a trial period will be assigned at his existing wage rate, unless
6 the employee is bidding for a lower-rated job, in which case he will be
7 immediately assigned at the rate of the lower job. The Authority will
8 attempt in good faith to qualify the employee for the job at the earliest
9 possible date. If at the end of the trial period the employee is unable
10 to qualify, the trial period may be extended with the consent of
11 management and the union, or the employee may be returned to his
12 former job, providing it has not been filled by an employee of greater
13 seniority. If the former job has been so filled, the disqualified
14 employee shall not be permitted to exercise his unit seniority to bump
15 any job of a rate classification higher than that of his original job in
16 his own Seniority Unit.

17
18 Job dispositions will be posted within seven (7) days (Saturdays,
19 Sundays and holidays excluded) after the date that the bids are
20 closed.

21
22 In the event a posted job is not bid by a qualified employee or is
23 not bid by an employee qualified for a trial period, the Authority may
24 offer the job to the employee in the Seniority Unit affected deemed by
25 it to be best qualified and if he accepts will train him, if required, at
26 the schedule of step rates, and when he is reasonably qualified, assign
27 him to the job at the job rate; or the Authority may fill the job with a
28 new employee. Prior to hiring a new employee a former employee will
29 be called back in accordance with Section 1.16.

30
31 In the event a job is abandoned or is affected by a layoff due to
32 reduction in forces, the employee affected will be notified and he can
33 exercise his unit seniority to bump on any job in his Seniority Unit for
34 which he is qualified, or qualified for a trial period.

35
36 The Union will be furnished a copy of all jobs posted for bid.

37
38 Employees will not be encouraged or discouraged in bidding or
39 not bidding on a job by any representative of the Authority or Union.
40 Employees to whom open or new jobs are assigned will be permitted
41 to make the change without unreasonable delay. The successful
42 bidder on all jobs will be assigned to the job within four (4) weeks or
43 allowed the rate of the job bid, plus the employee shall receive fifty
44 cents (\$.50) per hour premium pay for each hour held on the previous
45 job.

46
47 Employees shall have the right to bid on any open job posted in
48 their Seniority Unit.

49
50 **Section 4.5. Coffee Breaks - Meals.**

51
52 Employees shall be allowed two (2) fifteen (15) minute coffee

1 breaks each workday.

2
3 Employees shall be paid meal allowances as follows:

4
5 (a) Employees who are required to work two and one-half hours
6 (2-1/2) or more following their regular shift shall be paid a meal
7 allowance of Five Dollars (\$5.00).

8
9 (b) Employees who are required to work five (5) hours or more on
10 their days off shall be paid a meal allowance of Five Dollars (\$5.00).

11
12 Such meals shall be eaten on the employees' own time.

13
14 **Section 4.6. Holidays.**

15
16 (a) If mutually agreeable between the Authority and the employee,
17 the employee may be permitted to take an additional day off in place
18 of Holiday Allowance pay when a Holiday occurs during his vacation
19 period if entitled to a Holiday Allowance pursuant to the provisions of
20 Section 1.21.

21
22 (b) If the holiday falls on a regularly assigned day off, the
23 employee is automatically off on that day.

24
25 (c) An employee working a regular job, who has Sunday as a
26 regularly assigned day off, will be off on the Holiday, due to the Sunday
27 schedule being operated, unless needed for proper operation, in which
28 event they will be assigned as hereinafter provided in their Seniority
29 Unit in the following order:

- 30
31 1. Regularly assigned day to work.
32
33 2. Volunteers to work from top of Seniority List down.
34
35 3. Drafted to work from bottom of Seniority List up.
36

37 **Section 4.7. Training Premium.**

38
39 When an employee is assigned to instruct a trainee, he shall be
40 allowed instructing pay of one dollar (\$1.00) an hour for such
41 instructing work. In the event more than one person is assigned to
42 instruct the trainee, instructing pay will be divided equitably among
43 those employees.
44

45 **Section 4.8. Part-Time Office-Clerical Employees.**

46
47 Both the Authority and the Union believe that the use of part-time
48 employees in the Office-Clerical Seniority Unit may eliminate or
49 alleviate certain problems now encountered by the Authority, but the
50 Union is concerned that the use of part-time employees may be
51 abused and result in the elimination of bona fide employment
52 opportunities for full-time employees. Therefore, it is agreed that the

1 use of part-time employees under this section shall be discontinued
2 at any time after a one-year trial period (beginning when the first
3 part-time employee reports for work) if it is determined that:
4

5 (1) The Authority is using such part-time employees in violation
6 of this Section and such violation is not immediately corrected upon
7 written notice to the Authority by the Union, or
8

9 (2) Notwithstanding any specific provisions of this Section, the
10 Authority is acting in bad faith in the use of part-time employees.
11

12 Subject to the above restrictions, the Authority may employ
13 part-time employees in the Office-Clerical Seniority Unit under the
14 following terms and conditions:
15

16 Any dispute in regard to the facts relating to the above reasons
17 for discontinuing the use of part-time employees may be submitted by
18 the Union to arbitration under the provisions of Section 1.13 of the
19 contract between the parties.
20

21 (1) Such employees may be scheduled for twelve (12) to
22 twenty-four (24) hours per week and such schedules may be changed
23 from time to time without rebidding the job unless the hours are
24 increased for four (4) weeks or by five (5) hours or more per week, or
25 there is a change in days off, or a change of one hour or more in the
26 shift's starting time.
27

28 (2) Such jobs shall be posted for bid, and the bid notice shall
29 contain all the information contained in a bid notice for a full-time job,
30 including holiday assignments.
31

32
33 Full-time employees shall be eligible to bid on such jobs and, if
34 accepted, shall not lose their status as employees hired on or before
35 November 15, 1977 (unless actually hired after that date) but shall
36 otherwise become part-time employees.
37

38 (3) The wage rate for such jobs shall be the hourly wage rate
39 provided by the contract for such jobs on a full-time basis. If such
40 position is held by an employee hired prior to November 15, 1977, the
41 wage rate shall be the rate paid those employees (in that classification)
42 hired on or before November 15, 1977.
43

44 (4) The total number of regular hours scheduled per week for
45 part-time employees shall not exceed sixty percent (60%) of the regular
46 hours scheduled per week for full-time employees, including vacation
47 and sick leave, in the Office Clerical Seniority Unit. Part-time
48 employees may work regular eight (8) hour shifts at the regular eight
49 (8) hour rate of pay during their initial training period.
50

51 (5) Part-time employees shall accumulate seniority, and eligibility
52 for all other benefits based on length of service, on the basis of actual

1 hours paid. Eight (8) hours paid shall equal one day's seniority but
2 for computations of more than one week, forty (40) hours shall equal
3 seven (7) days seniority. (For example, two thousand eighty (2,080)
4 paid hours will equal one year's seniority.)
5

6 The probationary period for part-time Office-Clerical employees
7 shall be three hundred fifty (350) hours actually worked. Upon
8 completion of the probationary period, part-time Office-Clerical
9 employees shall be covered by the discipline, grievance and arbitration
10 provisions of the Agreement. If a part-time Office-Clerical employee is
11 promoted to full-time before the completion of his probationary period,
12 he shall serve the remainder of his probationary period as a full-time
13 employee, and may then be subject to a twenty (20) day trial period.
14

15 (6) Part-time employees shall be subject to the Union security
16 provisions of the contract.
17

18 (7) Part-time employees shall be guaranteed a minimum of four
19 (4) hours work for each day they work.

20 (8) Part-time employees will be paid overtime at the rate of time
21 and one-half their regular straight time hourly rate for all hours
22 worked outside their scheduled work week, but any such overtime
23 shall first be offered to available full-time employees, except where the
24 overtime work is to finish a project requiring one hour or less or where
25 a call-out of a regular full-time employee would be required.
26

27 (9) Part-time employees will be offered fringe benefits on the basis
28 of fifty percent (50%) of those provided for the first year full-time
29 employees. Those employees hired prior to November 15, 1977, who
30 are awarded a part-time position will be offered fringe benefits on the
31 basis of fifty percent (50%) of those benefits provided to regular
32 employees hired prior to November 15, 1977. If available to such
33 employees under the terms of the existing policies, full benefits will be
34 offered with the employee to pay fifty percent (50%) of the cost. Where
35 such benefits are not available the Authority assumes no obligation to
36 purchase special insurance policies. If the trustees of the pension
37 plan allow participation by part-time employees, the Authority and the
38 employee shall make such contributions as directed by the trustees.
39

40 Part-time employees shall receive free transportation, on the
41 Authority buses for themselves only at the time of hire and for
42 applicable dependents, after one thousand forty (1,040) hours of work.
43

44 (10) Part-time employees may bid on full-time jobs on the same
45 basis as full-time employees.
46

47 (11) Part-time positions shall not be used to displace full-time
48 employees. When the schedules of two (2) part-time employees can
49 be combined to create a full-time position this will be done if it is
50 reasonably possible consistent with the other provisions of this
51 Section. In order to accomplish this objective a job or jobs may be
52 established requiring an employee to work in two or more

1 classifications during a workweek. Such employee shall receive the
2 rate(s) of pay for the work actually performed.
3

4 (12) In the event that questions arise with regard to benefits of
5 part-time employees, their utilization, relationship with full-time
6 employees or application of any portion of the contract, it is agreed
7 that the President of the Union, or his representative, and the General
8 Manager of the Authority, or his representative, will meet at the
9 request of either party to resolve such questions on a fair and
10 equitable basis for all concerned as soon as possible.
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ARTICLE V

Small Transit Vehicle Seniority Unit

Section 5.1. Intent.

The intent of the parties in negotiating this Article is to establish a job classification for Small Transit Vehicle Operators to permit the Authority to employ operators of small transit vehicles with a wage and benefit scale commensurate with the skill, training and responsibility required for the operation of such vehicles .

Section 5.2. Definition - Small Transit Vehicle.

A small transit vehicle shall be deemed to be any vehicle with an original seating capacity for no more than twenty-five (25) passengers.

Section 5.3. Definition - Small Transit Vehicle Operator.

A Small Transit Vehicle Operator shall be deemed to be any employee whose only duty is the operation of a small transit vehicle. The KCATA may, however, reassign a part-time Small Transit Vehicle Operator to part-time large bus work if, for reasons beyond the control of the KCATA, the part-time operator becomes unavailable to perform small transit vehicle work. This provision is limited to assignments for the remainder of the markup and does not apply to extra board or relief work.

Section 5.4. Small Transit Vehicle Operators - Bidding.

(a) To the extent necessary to implement this Article, Small Transit Vehicle Operators shall be included in the Transportation Seniority Unit. Any operator who bids on the small bus shall only perform small bus work until the next mark-up. The KCATA may, however, reassign a part-time Small Transit Vehicle Operator to part-time large bus work if, for reasons beyond the control of the KCATA, the part-time operator becomes unavailable to perform small transit vehicle work. This provision is limited to assignments for the remainder of the markup and does not apply to extra board or relief work. All operators must be qualified for the work for which they bid. It will not be the responsibility of the Authority to provide training, other than familiarization training for large bus operators who must bid on small transit vehicle work.

(b) The provisions of Section 1.15 and Section 2.18 of this agreement shall apply.

(c) Full-time operators with seniority prior to July 1, 1984, will be paid the large bus operator rate if they are required to operate a small transit vehicle, except where caused by a proven service reduction.

1 **Section 5.5. General Provisions.**
2

3 Except as otherwise provided in this Article, the provisions of
4 Article I, Sections 1.1 through 1.45 of this Agreement shall be
5 applicable to Small Transit Vehicle Operators.
6

7 **Section 5.6. Overtime.**
8

9 Overtime for Small Transit Vehicle Operators shall be paid for all
10 hours worked in excess of eight (8) hours per day, at the rate of time
11 and one-half the employee's hourly rate. There shall be no pyramiding
12 of overtime pay.
13

14 **Section 5.7. Eight (8) Hour Guarantee.**
15

16 Employees in this classification who are assigned to a regular run
17 shall work eight (8) hours per day and five (5) days per week at their
18 regular straight hourly rate of pay, as provided in this Agreement.
19

20 **Section 5.8. Minimum Guarantee.**
21

22 The minimum guarantee provided by Section 2.3 of this
23 agreement shall apply to Small Transit Vehicle Operators.
24

25 **Section 5.9. Spread Penalties.**
26

27 The spread penalties provided by Section 2.7(d) of this agreement
28 shall be applicable to Small Transit Vehicle Operators.
29

30 **Section 5.10. Mark-up.**
31

32 The Union and the Authority shall develop mark-up and job
33 selection procedures as established under Section 2.17 of this
34 Agreement.
35

36 **Section 5.11. Extra Board.**
37

38 A separate extra board list will be maintained to provide
39 additional fill-in operators for small transit vehicles. The Union and
40 the Authority shall develop extra board procedures as established
41 under Section 2.21 of this Agreement. Extra board operators shall be
42 covered by the minimum guarantees set forth in Section 2.3 of the
43 Agreement.
44

45 (a) The weekday procedure for assigning open small bus runs by
46 bus operator assignment and classification type is as follows:
47

48 1. Active small bus extra board operators. Although, on
49 weekends, active small bus extra board and part-time small bus
50 operators will be considered concurrently, depending upon board
51 capacity and assignment availability.
52

- 1 2. Active small bus revolving work list.
- 2
- 3 3. RDO small bus extra board.
- 4
- 5 4. RDO small bus revolving work list.
- 6
- 7 5. Active large bus extra board.
- 8
- 9 6. RDO large bus extra board.
- 10
- 11 7. RDO large bus revolving work list.
- 12

13 (b) The weekday and weekend procedure for assigning open
14 small bus extras by bus operator assignment and classification type
15 is as follows:

- 16 1. Active small bus extra board and part-time small bus
17 operators considered concurrently depending upon board capacity
18 and work availability.
- 19
- 20 2. Active small bus revolving work list.
- 21
- 22 3. RDO small bus extra board.
- 23
- 24 4. RDO small bus revolving work list.
- 25
- 26 5. Active large bus extra board.
- 27
- 28 6. Active large bus revolving work list.
- 29
- 30 7. RDO large bus extra board.
- 31
- 32 8. RDO large bus revolving work list.
- 33
- 34

35 (c) These procedures recognize the seniority rights of the full-
36 time small bus operators for overtime considerations and are
37 consistent with current large bus extra board and overflow practices.

38
39 The small bus extra board may be used as backup for covering open
40 MetroFlex work assignments, except part-time MetroFlex operators
41 will be the first used as the back-up.

42
43 A separate vacation board comprised of operators of the small transit
44 vehicle seniority unit will be maintained for the purpose of working
45 small bus and MetroFlex vacation runs. Section 2.17, Rule #7 of the
46 Agreement will apply to the small bus bi-weekly vacation run mark-
47 up process. The number of small bus vacation board assignments will
48 be determined on a quarterly basis to coincide with the beginning of
49 mark-up, and will be commensurate with the weekly average of small
50 bus and MetroFlex operators on vacation for the relevant quarter.

51
52

1 **Section 5.12. Wage Rates.**
2

3 The wage rate for the Small Transit Vehicle Operator shall be
4 seventy-five percent (75%) of the Top Operator's Rate for employees
5 after one (1) year of service. The hiring-in rate for Small Transit
6 Vehicle Operators shall be sixty-five percent (65%) of the Top
7 Operator's rate and after six (6) months of service the Small Transit
8 Vehicle Operator shall receive seventy percent (70%) of the Top
9 Operator's rate. The above shall prevail over the progression rates set
10 forth in Section 8.5 of this Agreement.
11

12 **Section 5.13. Maintenance of Small Transit Vehicles.**
13

14 The Authority's present Maintenance Seniority Unit shall
15 maintain and service small transit vehicles as defined in this
16 Agreement.
17

18 **Section 5.14. Restrictions on Small Transit Vehicles and**
19 **MetroFlex.**
20

21 Small transit and MetroFlex vehicles may operate anywhere in
22 the system. No employee shall be laid off or demoted as a result of
23 conversion from large bus to small bus or MetroFlex vehicles, or
24 conversion from small transit to MetroFlex vehicles.
25

26 Those operators hired prior to January 1, 1997, who had sufficient
27 seniority to select a large bus assignment at the January 1, 1997
28 markup (regardless of whether they actually selected a large or small
29 bus assignment on that date) will continue to be paid the top operator
30 rate, regardless of the vehicle operated, if they involuntarily select or
31 are required to operate a small bus or MetroFlex vehicle as a result of
32 conversion from large bus to small bus or MetroFlex vehicles. Those
33 operators hired prior to January 1, 1997 who had sufficient seniority
34 to select a small transit vehicle assignment at the January 1, 1997
35 markup (regardless of the vehicle actually selected on that date) will
36 continue to be paid no less than the small transit vehicle operator rate
37 if they involuntarily select or are required to operate a MetroFlex
38 vehicle. These operators will be protected employees who, for the
39 remainder of their employment at the KCATA, cannot be paid less than
40 the specified rate as a result of conversion.
41

42 An operator's status in the protected group shall survive the
43 expiration of this and subsequent collective bargaining agreements.
44 The above protected status does not apply in the event of layoffs not
45 caused by attrition. Except where protected by this Section, the
46 operator's rate of pay is determined by the type of vehicle selected.
47 Operators who are in the protected class pursuant to this provision
48 will be listed in a side letter agreement between the parties. The
49 parties will enter into a side letter agreement concerning the
50 calculation of the number of protected assignments and the selection
51 of small transit vehicles and MetroFlex vehicles by protected
52 employees according to seniority.

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Section 5.15. Part-Time Small Transit Vehicle Operators.

The Authority may use part-time Small Transit Vehicle Operators. The number of part-time Small Transit Vehicle Operators is included in the calculation of thirty percent (30%) of all full-time operators as referenced in Section 7.4 of this Agreement.

Section 5.16. Review of Service.

The parties agree to review all small transit vehicle service at the request of the Union and to cooperate in such steps as may help increase ridership to the point that a large bus is required.

ARTICLE VI
Ride KC Job Access Program

Section 6.1

Ride KC Job Access vehicles providing traditional service previously performed by MetroFlex may operate anywhere in the system at any time. No employees shall be laid off or demoted as a result of any conversion.

Section 6.2 Definition – Ride KC Job Access Vehicle

The Ride KC Job Access vehicle to be used will be a modified van with a maximum seating capacity of 13.

Section 6.3 Definition – Ride KC Job Access Operator

The Ride KC Job Access operator shall be deemed to be any employee whose duty is the operation of the Ride KC Job Access Vehicle, except as otherwise provided by this Agreement.

Section 6.4 Application of Other Articles of Contract

Article I provisions of this Agreement shall apply to Ride KC Job Access Operators with the following exceptions or modifications:

(a) Under Section 1.21 – Holidays, the full-time employees shall be paid eight hours of pay for each contractual holiday, provided the employee works the regular assigned workday before and after the holiday. Part-time Ride KC operators shall be allowed to work part-time only on Ride KC routes, including holidays.

(b) Article II provisions of this Agreement shall apply to the employees operating Ride KC Job Access service except where this Article specifically otherwise provides.

Section 6.5 Wages and Other Benefits

The wage rate for full and part-time Operators in Ride KC Job Access service will be 60% of the top operator rate This rate applies to all Ride KC Operators at all levels of service.

Should any Ride KC Operator move to another operator position, all work time shall count towards wage progression. The part-time Ride KC employees shall be guaranteed 25 hours per week and will not be paid more than 35 hours per week.

Section 6.6 Scope of Ride KC Job Access Service

The parties intend that Ride KC Job Access service will be used to provide the following: (a) traditional service previously performed through the Metroflex program; (b) service dedicated to employment

1 centers, specifically arrangements between the Authority and
2 employers to provide transportation to and from work for their
3 employees; and (c) “last mile” service, connecting to the terminus of
4 regular large and small bus routes. It is specifically understood that
5 the Ride KC Job Access program will be used to provide expanded
6 service in to new service areas and will not diminish the service
7 currently performed by bargaining unit employees as of September
8 2017.
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ARTICLE VII
Part-Time Operators

Section 7.1. Use of Part-Time Operators.

Notwithstanding any other provisions of this Agreement, the Authority shall have the limited right to use part-time bus operators. Use of such part-time operators is subject to the restrictions and limitations imposed by this Article.

Section 7.2. Workweek.

Part-time bus operators will not work more than twenty-six (26) hours in any workweek and will not be scheduled more than twenty-five (25) platform hours in any workweek except in the following instances:

- a. where unavoidably delayed by weather or breakdown;
- b. where the operator is performing charter or other special service work subject to the limitations set forth below.

Special service work shall be limited to athletic events, festivals, and conventions. Charter and special service assignments shall not bring total hours to more than 32 in a workweek. Each part-time operator shall not perform more than 80 hours of exempted charter or special service work in a twelve-month period. The total amount of exempted charter or special service work performed by all part-time operators shall not exceed 8,000 hours in a twelve-month period.

The Authority will provide the Union, upon request, a list of part-time operators assigned to charter or special service work with the date the charter or special service work was performed by the operator and the number of hours worked. The Authority will meet with the Union upon request to discuss these assignments.

Section 7.3. Holidays & Personal Days.

Section 1.21 prescribes holiday pay for part-time operators.

Beginning January 1, 2018, part-time operators who average twenty platform hours worked in each calendar quarter during the calendar year shall receive two paid four-hour personal days to use during the following calendar year.

Section 7.4. Number of Part-Time Operators.

The total number of part-time operators shall not exceed thirty-five percent (35%) of all full-time bus operators. For purposes of this provision, the number of full-time operators shall be based on the next effective mark-up. The Union shall be provided, upon written request, a current report for the preceding pay period showing the number of

1 operator hours and the number of part-time operator hours.
2

3 **Section 7.5. Assignment.**
4

5 Part-time operators may be assigned only to:
6

7 (a) "Extras" (a scheduled piece of work which is not made into a
8 regular run). For purposes of this Section the 10 percent limitation of
9 Section 2.2 will not apply;
10

11 (b) Replacement of regular operators who are absent on Saturday
12 or Sunday;
13

14 (c) Pieces of work which do not exceed two (2) hours of platform
15 time;
16

17 (d) "Ball Extras" and "Charters".
18

19 (e) Holidays as set forth in Section 1.21, subsection (g); and
20

21 (f) "Made up runs." Pieces of work which do not exceed two (2)
22 hours of platform time may be combined into a "made up run" if
23 agreed to between the Authority and the Union prior to each operator
24 mark-up. Made up runs shall be selected as provided for in
25 Transportation Bulletin No. 65-84.
26

27 **Section 7.6. Preference for Vacancies.**
28

29 Full-time operators on lay-off shall have first preference for any
30 part-time vacancies and shall retain their wage rate while so employed
31 as well as recall rights to full-time operator positions.
32

33 **Section 7.7. Lay-Off of Full-Time Operators.**
34

35 (a) It is the general understanding of the parties that full-time
36 operators shall not be laid-off for the purpose of providing work for
37 part-time operators. To accomplish this objective it is agreed that no
38 part-time operator shall be used while a full-time operator is on lay-off
39 except when a lay-off would have occurred independent of the use of
40 part-time operators.
41

42 (b) Future changes in service and attrition will be handled as
43 follows: (1) if full-time operators are on lay-off, they will be called back
44 as attrition occurs; (2) if service reductions are anticipated, attrition
45 which occurred during the previous quarter, should be utilized to
46 offset lay-off; (3) if service increases, operators on lay-off will be called
47 back first; (4) when all full-time operators are actively employed,
48 attrition may be utilized in compliance with the provisions of this
49 Article. Attrition used to create part-time positions may not be used
50 again to create Small Transit Vehicle Operator positions.
51
52

1 **Section 7.8. Wage Rate, Progression and Probationary Period.**
2

3 Part-time operators shall receive the same hourly rate as full-time
4 operators except that two thousand eighty (2,080) hours of work shall
5 constitute a year's work for purposes of advancement in the wage
6 progression. Operators laid-off from regular full-time employment
7 who are assigned to part-time operator positions shall progress at a
8 rate equivalent to their cumulative hours worked as both part-time
9 and full-time operators. Such operators shall progress to the next
10 level of pay at their anniversary date, upon accrual of two thousand
11 eighty (2,080) combined work hours. If an operator has failed to
12 accumulate two thousand eighty (2,080) work hours at the
13 anniversary date, then he shall receive his rate increase at the time
14 he has attained a combined total of two thousand eighty (2,080) hours
15 worked. In no event shall any operator progress to the next level of
16 pay prior to the anniversary date.
17

18 The probationary period for part-time operators shall be
19 three-hundred-fifty (350) work hours. Upon completion of the
20 probationary period, part-time operators shall be covered by the
21 discipline, grievance and arbitration provisions of this Agreement.
22

23 **Section 7.9. Union Security and Check-Off.**
24

25 Part-time operators shall be subject to the Union security and
26 check-off provisions of this Agreement on a non-discriminatory basis.
27

28 **Section 7.10. Guarantees And Uniforms.**
29

30 Part-time operators shall be paid for all time during which they
31 are required by the Authority to perform any duties, and shall be
32 guaranteed a minimum of two (2) hours of work or pay for each call-in.
33 Part-time operators shall receive a uniform allowance as provided for
34 other operators after one thousand forty (1,040) hours of work.
35 Subsequent allowances will be paid after the part-time operator has
36 worked an additional one thousand forty (1,040) hours and an
37 additional year of service. In no event shall a uniform allowance be
38 paid in less than one (1) year from the last date of this allowance.
39 Part-time operators shall receive free transportation on Authority
40 buses for themselves only, at the time of hire, and for applicable
41 dependents, after one thousand forty (1,040) hours of work. No other
42 guarantees, allowances or penalty payments, except time and one-half
43 for all hours worked in excess of eight (8) hours in a workday, shall be
44 applicable to part-time operators, except as specified in Section 1.5,
45 Section 1.17, Section 1.18 (d), Section 1.18(f), Section 1.21(g), Section
46 1.23, Section 1.37, Section 1.38, Section 2.5 and Section 2.26.
47

48 **Section 7.11. Accrual of Seniority.**
49

50 Part-time bus operators will accrue seniority within the part-time
51 unit, immediately upon completion of their probationary period.
52 Part-time bus operators, who apply, will be promoted to full-time

1 positions based on their seniority provided that they are not on
2 attendance warning. Part-time hours worked shall determine the
3 beginning full-time wage rate. Part-time bus operators who have
4 worked less than a full year's progression, when promoted to full-time,
5 shall progress on the basis of full-time service. However, a part-time
6 operator who has reached 100 hours or less from a full year's
7 progression, will be allowed to serve the balance of that year's
8 progression as a full-time operator. Thereafter, wages shall progress
9 based on full-time service.

10
11 Rules governing the selection of part-time assignments shall be
12 as set forth in Transportation Bulletin No. 65-84, dated August 12,
13 1984. The procedures and rules will not be changed, modified or
14 altered during the term of this Agreement, except by mutual consent
15 of the Authority and Local No. 1287.

16
17 **Section 7.12. Contract Coverage.**

18
19 Part-time operators shall not be covered by any other provisions
20 of the contract unless specific coverage is provided in this Article.

21
22 **Section 7.13. Violations of Part-Time Provisions.**

23
24 For each violation of the part-time provisions, the Authority shall:

25
26 (1) Promote one (1) part-time operator full-time status.

27
28 (2) Compensate the full-time operator who was affected by such
29 violation.

30
31 (3) Pay the full-time operator affected by such violation, an
32 additional eight hours of pay at the top operator's rate, if violations
33 occur within ten (10) working days prior to the effective date of the
34 mark-up.

35
36 The provisions of this section shall be implemented within seven
37 (7) working days after the violation has been brought to the attention
38 of the Authority.

39
40 **Section 7.14. Loss of Authority's Right to Use.**

41
42 The Authority's right to use part-time operators shall terminate if
43 repeated violations of the limitations contained in this Article occur,
44 and continue to occur following written notice of the nature and
45 approximate dates of such violations, delivered to the General
46 Manager of the Authority by the Union. If a bona fide dispute arises
47 concerning the occurrence of such violations alleged to have been
48 repeated, the matter may be submitted directly to arbitration at the
49 request of either party, pursuant to the applicable terms of this
50 Agreement.

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ARTICLE VIII

Job Classifications and Wage Rates

Section 8.1. Top Operator Rate.

The hourly wage rate for bus operators with more than three years of service shall be as follows:

<u>Effective Date</u> <u>(Pay period closest to date)</u>	<u>Operator Rate</u>
1/1/2018	\$26.930 (2% increase)
1/1/2019	\$27.603 (2½%)
1/1/2020	\$28.293 (2½%)
1/1/2021	\$29.142 (3%)

Section 8.2. Cost-of-Living Allowance.

The COLA provision is not applicable to the terms of this agreement through December 31, 2010. This provision has been retained for future reference.

Effective with the first payroll period on or after January 1, 1988, top rated bus operators shall be entitled to receive a cost-of-living allowance to be determined in the following manner, based on the Consumer Price Index U.S. City Average (All Urban Consumers, CPI-U) (1967 equals 100) published by the United States Department of Labor.

The index for August 1987, shall be the base index (342.7). The cost-of-living allowance shall be in the amount of one cent (\$.01) per hour for each 0.4 of one (1) point over the August 1987, base (342.7). The first adjustment shall be the difference between August 1987 and November 1987. Quarterly payments shall be effective on the first payroll period which is nearest to the date specified, which may be either before or after the date specified, covering January 1, 1988; April 1, 1988; July 1, 1988; October 1, 1988; January 1, 1989; April 1, 1989; July 1, 1989; October 1, 1989; in accordance with the same formula. Each cost-of-living allowance adjustment will be made a part of the base rate.

In each quarter set forth above the minimum increase payable to operators under the cost-of-living allowance shall be three cents (\$.03) per hour. If the CPI does not produce a three cent (\$.03) per hour increase in any quarter the amount in excess of what the CPI produced shall be carried forward to the next, and subsequent quarters, and deducted from any increase in excess of three cents (\$.03) per hour which the Authority is obligated to pay as a result of the cost-of-living allowance provision. Such excess may be carried forward only within the calendar year (i.e., excess over what is due January 1 may be carried forward to April, July or October but not beyond; an excess in October may not be carried forward).

1 Each quarterly increase payable to operators shall be subject to
2 a maximum of ten cents (\$.10) per hour effective January 1, 1988 and
3 January 1, 1989. If the CPI produces an increase in excess of the
4 maximum payable in any quarter during the term of this Agreement,
5 that excess shall be carried forward to the next and subsequent
6 quarters payable within that calendar year on the same basis as the
7 minimum set forth above subject to the same limitations.
8

9 The cost-of-living adjustment shall be used in the computation of
10 straight time, overtime, and all other allowances in the same manner
11 as the basic hourly rate is used in such computation.
12

13 **Section 8.3. Wage Rate and Cost-of-Living Allowance for Other**
14 **Employees.**
15

16 All other employees covered by this Agreement, except as
17 otherwise specified, shall receive a percentage of the general wage
18 increases specified in Section 8.1 and the cost-of-living allowance
19 specified in Section 8.2 based upon the percentage relationship that
20 their job bears to the top operator rate. The percentage relationship
21 of all jobs to the top operator rate is set forth below. Wage and
22 cost-of-living adjustments will be rounded to maintain this
23 percentage relationship within one-tenth of one cent.

1		
2		PERCENTAGE
3		RELATIONSHIP
4	<u>JOB CLASSIFICATION</u>	<u>TO OPERATOR</u>
5		
6	<u>TRANSPORTATION</u>	
7	Bus Operator	100%
8	Zone and Sign Painter	100%
9	Small Bus Operator	75%
10	MetroFlex Operator (through 1/5/2013)	55%
11	MetroFlex Operator (beginning 1/6/2013)	60%
12	<u>FACILITIES MAINTENANCE</u>	
13	Lead (\$.25 per hour)	
14	Technician	115%
15	Facilities Maintenance Mechanic Welder	111%
16	Class "A" Mechanic Plumber	110%
17	Construction Mechanic	110%
18	Facilities Equipment Mechanic	110%
19	Facilities Class "A" Serviceworker	90%
20	Facilities Serviceworker	72%
21		
22	<u>VEHICLE MAINTENANCE</u>	
23	Lead (\$.25 per hour)	
24	Class "A" Mechanic	110%
25	Bench and AC Job	111%
26	Machinist	111%
27	Class "A" Body Mechanic	110%
28	Stockworker	101%
29	Trainee Stockworker - See Section 3.15 (B) For Rate	
30	Mechanic Trainee - See Section 3.15 (A) For Rate	
31	Revenue Equipment Repairer	98%
32	Mark-Out Hostler Serviceworker	95%
33	Fueler and Oiler Serviceworker	95%
34	Brake, Battery and Miscellaneous Serviceworker	95%
35	Class "A" Serviceworker	90%
36	Body and Brake Overhaul	93%
37	Class "B" Serviceworker	75%
38		
39		

<u>JOB CLASSIFICATION</u>	<u>PERCENTAGE RELATIONSHIP TO OPERATOR</u>
<u>OFFICE-CLERICAL</u>	
I. Receptionist/Lost Article Clerk	79%
II. Traffic Checker	80%
III. Receptionist/PBX Operator	83%
Information Agent/PBX Operator	83%
Information Serviceworker	82%
IV. General Accounting/Mail Clerk	84%
V. Schedule Clerk/Statistical Typist	86%
General Utility Clerk II	86%
Fixed Assets Clerk	86%
VI. Payroll Clerk II	88%
VII. Accounts Payable Clerk	90%
Printing and Stationery Clerk	90%
Data Entry Clerk	90%
VIII. Insurance Clerk	92%
Utility Statistical Service Clerk	92%
Statistical and General Service Clerk	92%
Statistical and Inventory Control Clerk	92%
Statistical Clerk I and II	92%
Personnel Clerk	92%
Statistical and Route Schedule Clerk	92%
IX. Lead Payroll Clerk	94%
X. General Ledger Clerk	96%
XI. Computer Operator	98%
XII. Division Clerk	100%
XIII. Telecommunications Coordinator	100%

Section 8.4. Red Circled Employees.

Certain employees hired before November 5, 1977, are in jobs which have been reclassified to carry a lower relationship to the top operator rate. However, these employees, are to suffer no reduction in wages as a result of this reclassification during the term of this Agreement and shall receive wage (Section 8.1) and cost-of-living (Section 8.2) adjustments on the basis of the following percentage relationships of their jobs to the top operator rate. Wage and cost-of-living adjustments will be rounded to maintain this percentage relationship within one-tenth of one cent.

<u>JOB CLASSIFICATION</u>	<u>PERCENTAGE RELATIONSHIP TO OPERATOR</u>
<u>MAINTENANCE</u>	
Mark-Out Hostler Serviceworker	99.4%
Brake, Battery and Miscellaneous Serviceworker	99.4%
Facilities Class "A" Serviceworker	98.4%
Class "A" Serviceworker	98.4%
Class "B" Serviceworker	96.1%

1	<u>OFFICE-CLERICAL</u>	
2	Receptionist/Lost Article Clerk	84.3%
3	Receptionist/PBX Operator	84.3%
4	Information Agent/PBX Operator	84.3%
5	Information Serviceworker	85.6%
6	General Accounting/Mail Clerk	87.3%
7	General Utility Clerk II	87.3%
8	Fixed Assets Clerk	87.3%
9	Accounts Payable Clerk	95.5%
10	Printing and Stationery Clerk	95.5%
11	Lead Payroll Clerk	95.5%
12	Insurance Clerk	95.5%
13	Statistical and General Service Clerk	95.5%
14	Statistical and Inventory Control Clerk	95.5%
15	Statistical and Route Schedule Clerk	95.5%
16	Statistical Clerk I and II	95.5%
17	General Ledger Clerk	98.5%

18

19 **Section 8.5. Progressive Rates for New Employees.**

20

21 Employees shall receive seventy percent (70%) of their job
 22 classification rates in their first year of employment, eighty percent
 23 (80%) in their second year of employment, ninety percent (90%) in
 24 their third year of employment, and one hundred percent (100%)
 25 thereafter. Employees temporarily transferred or employees bidding
 26 on new job assignments, shall be paid at the percentage rate
 27 computed on the basis of their employment date.

28

29 **Section 8.6. Effective Dates.**

30

31 Increases specified in this Article shall be effective on the date
 32 stated in Section 8.1.

33

34 **Section 8.7. New Job Classifications or Positions.**

35

36 New job classifications or positions may be established by the
 37 Authority from time to time when necessary to provide needed public
 38 service unforeseen at the time this Agreement was made, and when
 39 that necessity is so immediate that it cannot be delayed for
 40 negotiation, subject, however, to the following two conditions: (1) that
 41 the description of the new job classification or position and the wages,
 42 hours or working conditions pertaining thereto shall be promptly filed
 43 by the Authority with the Union and, if any objection is made to the
 44 wages, hours or working conditions thereof and such objections are
 45 not promptly cleared by negotiation between the parties, the Union
 46 may present those issues to arbitration pursuant to Section 1.14; and
 47 (2) that the establishment of such new job classification or position
 48 shall not be for a purpose or in a manner contrary to Section 1.31 of
 49 Article I of this Agreement, nor shall such new job classification or
 50 position affect the wages, overtime payments, established hours or
 51 working conditions of any present job classification or position as
 52 provided in this Agreement.

1 A set of job descriptions, which are mutually agreed upon
2 between the Authority and the Union, describing all job classifications
3 in the Office-Clerical Seniority Unit specified in this Article shall be
4 printed separate from this Agreement and kept up to date. These will
5 be used as the basis for describing jobs in posting notices of positions
6 open for bids and shall be considered a part of this Agreement. A copy
7 of these job descriptions shall be furnished to the Union.
8

9 **Section 8.8. Retroactive Pay.**

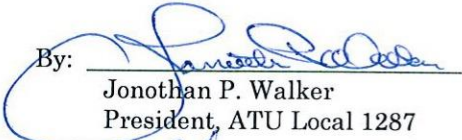
10
11 All non-probationary full-time and part-time employees, on the payroll
12 as of January 1, 2008, shall be entitled to retroactive pay for the wage
13 differential in section 8.1, for time paid between January 1, 2008, and
14 the date the wage increase is implemented. Employees who retired
15 prior to February 11, 2008, shall be entitled to the wage differential
16 for time worked between January 1, 2008 and the date the wage
17 increase is implemented .
18


19 **Section 8.9 Vacation and Sick Leave Statement**

20
21 The Authority will include with employee paychecks at least once
22 quarterly a statement of the employee's leave accumulation and
23 usage during the prior twelve months.


1 IN WITNESS WHEREOF, Division 1287, Amalgamated
2 Transit Union (affiliated with the AFL-CIO), party of the first part
3 hereto, being duly authorized so to do, has caused this instrument
4 to be executed by its President and its seal to be hereunto affixed
5 and attested by its Secretary, and Kansas City Area
6 Transportation Authority, party of the second part hereto, being
7 likewise duly authorized so to do, has caused this instrument to be
8 executed by its General Manager and its seal to be hereunto
9 affixed and attested by its Secretary.
10


**LOCAL 1287,
AMALGAMATED TRANSIT UNION
(Affiliated with the AFL-CIO)**

By:  Date: December th 18, 2017
Jonathan P. Walker
President, ATU Local 1287

By:  Date: December __, 2017
Robert Roach
Financial Treasurer, ATU Local 1287

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By:  Date: December ^{22nd} __, 2017
Daniel Serda, Unified Government
KCATA Commissioner,
Board Chairman

By:  Date: December __, 2017
Michael Short, Platte County
KCATA Commissioner,
Vice-Chairman

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