

AGREEMENT BETWEEN
 LOCAL 1287, AMALGAMATED TRANSIT UNION
 AND
 KANSAS CITY AREA TRANSPORTATION AUTHORITY
 2005—2007

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AGREEMENT BETWEEN

LOCAL 1287, AMALGAMATED TRANSIT UNION

AND

KANSAS CITY AREA TRANSPORTATION AUTHORITY

AGREEMENT, made and dated as of August 26, 2005, by and between LOCAL 1287, AMALGAMATED TRANSIT UNION (affiliated with the AFL-CIO), an unincorporated labor association with its principal office and place of business in Kansas City, Jackson County, Missouri (hereinafter generally called the "Union"), party of the first part, and KANSAS CITY AREA TRANSPORTATION AUTHORITY, a body corporate and politic and political subdivision of the States of Missouri and Kansas (hereinafter generally called the "Authority"), party of the second part; WITNESSETH:

WHEREAS, the parties have negotiated their respective proposals, the Union and the Authority have resolved all differences and the entire Agreement is as set forth herein:

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained and of the valuable considerations to be derived herefrom by the respective parties hereto and those represented by them, IT IS HEREBY AGREED AS FOLLOWS:

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

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

Section 1.3. Nondiscrimination.

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

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

Section 1.4. Past Practices.

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

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

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

Section 1.5. Employees to Whom Applicable.

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

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

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

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

The term "temporary employees", as used herein, shall mean those who are hired for a maximum of ninety (90) days, whereupon they must either become permanent employees or be released; and it is understood that when such temporary employees are hired it will be with a definite job or program in mind and that they will be assigned in good faith thereto and will be used on that program exclusively

while weather or operating conditions permit and will only be assigned to other work when weather interferes with said definite job or program or when such action is required in good faith for proper operations. Such temporary employees shall not be so used as to deprive permanent employees of normal work or to result in layoffs of permanent employees.

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

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

It was agreed to delete all references to Collectors throughout the present Agreement. In the event that Collectors are reinstated, the pay differential between Collectors and Bus Operators provided for in the November 1, 1973 Agreement will be applied.

Section 1.6. Effective Dates.

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

Section 1.7. Duration - Termination - Change.

This Agreement shall continue in force and be binding upon the respective parties hereto, and those represented thereby, to and including December 31, 2007, and thereafter from year to year ending December 31, subject, however, to termination or change as hereinafter in this Section provided. Either party hereto may terminate this Agreement on December 31, 2007, or any succeeding December 31, by serving a written notice to that effect upon the other party at least ninety (90) days prior to the date of termination and thereupon (unless the notice be withdrawn in writing at least thirty (30) days prior to such December 31) all of the rights, privileges, duties and obligations hereunder of the respective parties hereto, and of those represented thereby, shall cease and terminate at one minute before midnight on said December 31, subject to full and faithful performance by each party of the agreements herein

contained on its part to be performed up to and including such date.

At the expiration of the initial period of this Agreement (i.e., December 31, 2007), or at the expiration of any succeeding year thereafter (ending December 31), if said Agreement then be in effect and notice of termination has not been given or has been withdrawn, if given, changes may be made herein, or in any Article or Section hereof, by agreement between the contracting parties, with final resort to arbitration as hereinafter provided in this paragraph, if that be necessary. The party or parties hereto desiring such change or changes shall notify the other party in writing of the desired change or changes, in such reasonable detail as to make same clear and understandable, at least sixty (60) days prior to December 31, 2007, or any succeeding December 31 during the duration of this Agreement; whereupon the change or changes requested shall be promptly considered by the duly accredited representatives of the Union and the duly accredited representatives of the Authority in joint session, and any change or changes agreed upon shall be incorporated in and become part of this Agreement, effective as of such date or dates (in no event prior to the December 31, next succeeding the date of such notice) as the parties may agree and, should the parties be unable to agree upon the change or changes desired or the effective date or dates thereof, after all reasonable efforts to do so, and notice of termination of this Agreement has not been given or has been withdrawn, if given, resort shall be had to the arbitration procedure, as provided in Section 1.14.

Section 1.8. Parties Bound Hereby.

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

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

Section 1.9. Agreement Executed in Triplicate - Copies to be Furnished.

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

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

Section 1.10. Union Recognition and Security.

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

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

Agreement.)

Section 1.11. Check-off.

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

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

No request and authorization for check-off need (but may) be honored by the Authority during any period that this Agreement is not in effect; and, pending the execution and filing of requests and authorizations under this Agreement, the Authority will honor uncanceled requests and authorizations which may have been filed

under prior agreements, and shall be fully protected in so doing.

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

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

Section 1.12. Management - Discipline.

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

The Authority shall have the right to require appropriate medical examinations from time to time by competent doctors in order to maintain adequate and safe standards of service to the public and to minimize employee accidents; provided, that any employee to whom this Agreement is applicable and who may be adversely affected in

his position or earnings as a result of an adverse medical report by an Authority doctor shall have the right to present as a grievance, for action in accordance with the grievance procedure hereinafter set forth in Section 1.13, the question of his physical or mental fitness.

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

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

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

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

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

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

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

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

Section 1.13. Grievances.

Any employee to whom this Agreement is applicable and who claims to be aggrieved by any action of the Authority or its officials, whether occasioned by discharge, suspension or other discipline or whether because of alleged unjust treatment or failure to apply to him any of the benefits of this Agreement to which he believes himself entitled, may proceed in accordance with the following grievance procedure (except that when an employee has been discharged, suspended or otherwise disciplined after an investigation under the final paragraph of the preceding Section hereof, he may go directly to his Superintendent, Lead Foreman, Manager or Director when none of the others exist, as in Section 1.12(f) provided). Saturdays, Sundays and holidays will not be considered in computing the time in the following steps.

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

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

3. The Employee may appeal to the Director, or his designated representative by filing therewith, individually or through a duly accredited representative of the Union and within five (5) days after the Superintendent, Lead Foreman or Manager has acted or should have acted, a complaint in writing, setting forth the alleged grievance and stating the action of the Superintendent, Lead Foreman or Manager; whereupon the Director or his designated representative, shall set the case down for a hearing at a specified place, date and time not more than seven (7) days thereafter, giving at least two (2) days'

notice thereof to the Employee or his representative, and shall render a decision thereon in writing and deliver copies thereof to the Employee and to the President of the Union within five (5) days after the close of the hearing. The third step of the grievance procedure will be held either during working hours or immediately preceding, or immediately following the Employee's run or shift. If held during nonworking hours and the grievance is upheld, the grievant will be paid up to one-half (1/2) hour at his regular hourly rate.

4. If the Director's decision is not satisfactory, then the dispute may be referred to arbitration by the Union by delivering a notice of intent to arbitrate to the Deputy General Manager within five (5) days of the Union's receipt of his decision. Arbitration shall be invoked only by the Union and, if it is not, the dispute shall be resolved according to the last answer in the grievance procedure. The Union may intervene and participate in the handling of a grievance or dispute at any level of the grievance procedure and no settlement may be reached between the Authority and an employee at Step 2 or above without the Union's knowledge and approval. The Union and Authority may mutually agree to settle, compromise, dismiss or resolve any dispute, disagreement, claim, controversy or problem at any time or at any grievance step before the Arbitration Board issues its final and binding decision. The matter may be submitted to regular or expedited arbitration. Expedited arbitration must be by mutual consent.

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

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

available arbitrator who can hear the case.

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

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

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

(b) Regular Arbitration. Each party shall, within five (5) days of the Union's notice of intent to arbitrate, appoint a member of said Arbitration Board and deliver written notice thereof to the other party, or otherwise forfeit its case. The two (2) members thus appointed shall forthwith proceed to select an additional member of the Board (who shall be an impartial and disinterested person); but should the two (2) members first selected fail to agree upon the other member within ten (10) days after being appointed, they shall request the American Arbitration Association to furnish a list of seven (7) members of the National Academy of Arbitration or a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services, at the discretion of the party initiating arbitration, from which the third member shall be selected. Within five (5) days after receipt of such a list, the two (2) members shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one name until only one name remains. The remaining person on the list shall be the third member of the Arbitration Board. Any vacancy in

the Arbitration Board shall be filled in like manner as the predecessor member was selected. Multiple grievances may be submitted to the same arbitrator only if they arise out of the same factual situation, involved the same contract clause or work rule, or with the consent of the parties.

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

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

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

7. When a case is submitted to an Arbitration Board, the Authority and the employee involved (or his representative) shall jointly present a statement in writing of the specific issue or issues to be decided, based upon the record before the Department Director (or his designated representative) and the Arbitration Board shall confine its decision to the issue or issues so presented; and no such Arbitration Board shall be authorized to deal with wage, hours of service or working condition

controversies of a general nature but shall be limited to considering and acting upon individual grievances as hereinbefore provided. If the parties cannot agree upon such a joint statement, each party may submit a written statement of the specific issue or issues believed by it to be involved, subject to written objection by the other party, and from such statements, objections and the record before the Department Director (or his designated representative) the Arbitration Board shall determine the specific issue or issues before it and notify each party thereof in writing at the start of the case.

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

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

Section 1.14. Labor Disturbances - Disputes - Arbitration.

(a) Covenants against Strikes and Lockouts, etc. It is hereby solemnly covenanted by and between the parties hereto, and is to be understood to be a part of the employment contract of every employee to whom this Agreement is applicable: (1) that there shall be no lockouts, strikes, walkouts or interference with or interruptions of service during the period of this Agreement; (2) that any alleged grievance of any individual employee which may arise hereunder shall exclusively be subject to and dealt with under the grievance procedure prescribed in Section 1.13 except that, where the alleged grievance involves the interpretation of any term or provision of this Agreement which will equally apply, as so interpreted, to all of the employees covered hereby or to any specific classification or classifications of such employees, the controversy shall be deemed a "dispute" under clause "(3)", next following, and handled as therein

provided; and (3) that any dispute which may arise hereunder between the Authority and the Union, involving the rights or obligations of either or both of them hereunder, or involving the interpretation of any term or provision of this Agreement which will equally apply, as so interpreted, to all of the employees covered hereby or to any specific classification or classifications of such employees, shall be the subject of negotiation in good faith between the duly accredited representatives of the parties hereto in an effort to adjust same to their mutual satisfaction, and that any dispute which cannot be so adjusted shall be submitted to and settled by arbitration as hereinafter in this Section provided.

If any member or members of the Union engage in a strike, walkout or sitdown, the Union will forthwith take action in good faith to attempt to end same and to prevent a recurrence thereof; and in case the Authority violates the foregoing covenant by a willful lockout, or in case the Union, or a majority of its members employed by the Authority violates such covenant by a willful strike, the party adversely affected may, at its option, declare this Agreement to be canceled as of a date specified (not less than ten (10) days thereafter), by serving written notice to that effect upon the other party, whereupon, unless such lockout or strike forthwith ends and the cancellation notice is withdrawn, this Agreement shall be deemed automatically canceled as of the date so specified; provided, that if either party shall deny, by a written notice served upon the other party prior to the specified cancellation date, that it has in fact violated the foregoing covenant by a willful strike or lockout (as the case may be), such denial shall create a dispute within the intentment of the preceding paragraph hereof and, as such, may be submitted to arbitration as hereinafter in this Section provided.

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

Every party shall appoint its arbitrator within five (5) days after

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

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

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

Section 1.15. Seniority - Transfers - Assignments.

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

(b) Employees appointed to positions not represented by the Union

shall retain seniority in the Seniority Unit in which they have established such seniority and, in the event that the Authority shall demote any such employee due to reduction of staff or disqualification within six (6) months of promotion, he shall be entitled to such position in such Seniority Unit as his frozen seniority permits, provided he can qualify.

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

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

(d) An employee shall not be permanently transferred from one Seniority Unit to another over his objection but he may be temporarily assigned from one Seniority Unit to another over his objection when an emergency exists which requires such temporary assignment; and any employee who is so temporarily assigned shall be given written confirmation thereof and shall retain and accumulate seniority in his original Seniority Unit from which assigned, with priority rights on the job from which assigned (including bidding on open jobs), and shall return to his original Seniority Unit when no longer reasonably required in the Seniority Unit to which assigned. The management will endeavor in good faith to hold any such temporary assignment to the minimum time reasonably required to meet the emergency. The management shall decide in the first instance as to the existence or continuance of an emergency justifying such temporary assignment, reserving to the employee the right to question same thereafter through resort to the grievance procedure set forth in Section 1.13.

(e) Any employee who by requirement of the Authority is temporarily assigned from his regular position to another 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, except employees of all seniority units are subject to Section 8.5. 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 shortages 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, but he shall be paid at the rate of time and one-half for work performed on any day or days he would have been off on the position from which assigned prior to the first scheduled day off on the position to which assigned and the half-time rate thus paid shall not be included in the computation of daily or weekly earnings as referred to in this paragraph; 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. As concerns assignments for Office-Clerical Seniority Unit employees, see Section 4.1.

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

It is understood that this temporary promotion will not affect seniority rating under the Amalgamated Authority contract; that the Authority consents to retaining membership in the Amalgamated while holding supervisory status pursuant hereto; and that activities in such supervisory status will be solely under the jurisdiction of the Authority and not subject to the Amalgamated-Authority contract, except that in event of discharge or discipline adversely affecting seniority status under said contract (but not demotion from temporary supervisory status), recourse to the grievance procedure of said contract may be had if so desired.

The employee so temporarily promoted shall work the days and

hours prescribed in the "Salaried Personnel Policies" for the job classification to which he is temporarily promoted, with overtime for the days and after the hours likewise prescribed in said "Salaried Personnel Policies"; and

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

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

Section 1.16. Layoffs of Employees.

(a) When it becomes necessary to lay off employees because of insufficient work, such layoffs shall be made in the inverse order of the seniority held by such employees in their respective Seniority Units. When it becomes necessary to put additional employees to work, the employees so laid off will be returned to service in their

respective Seniority Units in the inverse order in which laid off. Employees so laid off will not be retained on the eligible list for more than two (2) years. Also, any employee refusing a job through recall from layoff shall be deemed to have resigned from the service of the Authority. The Authority will notify the employees holding such seniority, by certified mail at their last given address, and the employees so notified must report within ten (10) days thereafter or their names will be stricken from the eligible list. Former employees, qualified or qualified for a four (4) workweek trial period, called back to work from the eligible list within two (2) years from the start of their layoff, as above provided, shall upon qualifying be credited with accumulated seniority.

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

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

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

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

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

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

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

(d) An employee who selects option

(c)1 above will not retain recall or seniority rights in the Seniority Unit from which he is laid off. An employee selecting option (c)2 above will retain seniority rights from the Seniority Unit from which he is laid off.

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

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

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

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

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

Section 1.17. Free Transportation.

Free transportation on all buses of the Authority operated in

regular service, including baseball and football special lines, shall be furnished, upon request, to (a) all employees of the Authority; (b) the wife or husband, all dependent children and parents living with each employee who has a continuous service record of one (1) year or more with the Authority immediately preceding the date of application therefor (as pertains to this subsection, part-time employees are included for spouse and children only); (c) the wife or husband of each employee who is on disability allowance or pension; (d) the widow or widower, unless remarried, of each deceased employee who had a continuous service record of five (5) years or more with the Authority immediately preceding his death; and (e) to each employee, and wife or husband, who had a continuous service record of one (1) year or more with the Authority immediately preceding his retirement on Social Security even though he is not eligible for an Authority pension or disability allowance. Any recipient who abuses the privileges herein granted shall be completely barred from free transportation. The Authority may, from time to time, determine the credentials to be used in obtaining the aforesaid free transportation and a penalty of Ten Dollars (\$10.00) shall be assessed against the employee, wife, husband, widow or widower for the loss of such credentials as may be furnished to him or her except that if such loss is due to a robbery of the employee or due to a fire destroying the pass issued to any of the above, the penalty will not be assessed. The Union will encourage its members to be alert to any abuses and report to the proper officials.

Section 1.18. Leaves of Absence.

(a) General.

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

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

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

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

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

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

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

If an employee, after being on a leave of absence for sickness or injury, can provide a written statement from his doctor within one year from the end of said leave of absence, stating that he is fully recovered and physically able to return to work, he may apply for consideration for reinstatement. An Authority designated doctor must concur with the medical findings, or a third medical opinion may be obtained for final determination, under the procedures in the disability allowance plan. An employee may also apply for reinstatement prior to the termination of his leave of absence related to illness or injury, provided the above stated medical requirements are met. If the employee is permitted to return to work, there will be no loss of seniority or service record.

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

(b) Union Leave.

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

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

(c) Sick Leave.

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

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

In order to accumulate sick leave in any month, the employee must work at least fifty percent (50%) of his scheduled workdays in that month. If any portion of the accumulated leave is used for sick pay, the accumulation automatically builds up again at the designated rate per month. Vacation period shall be allowed as work

time in accumulating sick leave, but no accumulation shall accrue during a leave of absence, except bereavement, jury service and Military Reserve Training.

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

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

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

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

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

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

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

(d) Bereavement Leave.

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

(e) Military Leave.

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

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

A leave of absence for reserve duty shall be coordinated with the

employee's regularly scheduled vacation, whenever possible, if requested by the employee.

(f) Court and Jury Duty Leave.

(1) Employees (including part-time employees) called upon by the Authority to confer with Authority claims representatives or to testify in court, shall be paid their regular rate for the time so spent, including reasonable travel time in each direction between their headquarters and the place of conference or court session; and, if the time so spent necessitates a loss of all or part of their regular day's working time, they shall receive for the time so lost a sum sufficient, with any wages earned that day within their assigned hours, to cover their regular day's pay in full. In computing an employee's allowance for conference or court session, as hereinabove provided, there shall be no break in pay for any employee when he is relieved from his assignment at the latest practicable time before attending such conference or court session, or when he resumes his assignment at the earliest practicable time after release from such conference or court session.

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

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

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

(g) Maternity Leave.

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

Any time maternity leave is beyond the employee's available sick

leave, the remaining leave becomes subject to the weekly disability allowance. However, the weekly disability allowance is limited after delivery; unless medical certification is provided. The medical certification must specify why the employee's health may be impaired, and when she may be expected to return to work. The employee's medical benefits, seniority, and all other benefits will be maintained as a sick leave.

Section 1.19. Vacations With Pay.

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

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

Employees who have worked less than 12 full months as of December 31 of any year, but who have worked not less than seven-five percent (75%) of their scheduled workdays (as concerns bus operators) or scheduled work hours (as concerns all other employees subject hereto) between the date of their employment and December 31, shall earn a prorated one (1) week vacation based upon the number of full calendar months worked as of December 31. (e.g., three full months worked = $3/12 \times 40$ hours = 10 hours).

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

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

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

Full-time employees to whom this Agreement is applicable, who have been in the continuous service of the Authority for at least two (2) years at December 31 during the duration of this Agreement, and who are in service on such day and have worked not less than seven-five percent (75%) of their scheduled yearly workdays (as concerns bus operators), or not less than seventy-five percent (75%) of their

scheduled yearly work hours (as concerns all other employees subject hereto) during the calendar year ending that day, shall thereby earn a vacation with pay, to be taken during the next succeeding calendar year in accordance with the following schedule:

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

After 2 years -	2 weeks
After 6 years -	3 weeks
After 12 years -	4 weeks
After 18 years -	5 weeks

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

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

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

The terms "scheduled yearly workdays" and "scheduled yearly workhours", wherever used in this Section and irrespective of whether or not used in conjunction with the words "their" or "his", shall mean the total number of workdays or workhours (as the case may be) scheduled during the entire year (calendar or fiscal, as the case may be) for the particular job classification (as listed in Article VIII of this Agreement) in which the employee or employees claiming to have earned a vacation was or were employed; and, in computing said "scheduled yearly workdays" there shall be subtracted from the total number of calendar days in the year (a) the number of regularly assigned days off in the year (including Saturdays and Sundays when appropriate), and (b) the number of days in the year upon which work would have been regularly scheduled if that day had not

been the day on which a holiday is legally observed; and, in computing said "scheduled yearly workhours" the total scheduled yearly workdays shall be multiplied by the number of hours in each workday. In determining whether any particular employee has duly met the seventy-five percent (75%) work requirement to earn a vacation with pay (as specified in the preceding paragraphs of this Section), his scheduled yearly workdays or workhours (as the case may be) shall be computed as hereinbefore in this paragraph provided, whereupon three-fourths (3/4) of the figure so computed shall be used as the base figure for the purpose of determining the eligibility of the employee for a vacation with pay, and as a credit to said base figure the workdays or workhours (as the case may be) actually worked by the employee during the year shall be applied, together with such special credits as are allowable and referenced later in this Section; and, if the sum of the aforesaid credits equals or exceeds the base figure, the employee shall be deemed to have earned a vacation with pay; otherwise not.

Employees will be allowed to select one (1) week of vacation to be used one (1) or more days at a time for personal business, if they have earned two (2) or more weeks. This selection will be subject to the approval of the supervisor. At the time the Maintenance vacation schedule is worked out each year, representatives of the Management and the Union will meet to determine the procedure for scheduling single days, where applicable.

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

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

This procedure only works for the standard four and two combination.

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

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

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

In computing the aforesaid seventy-five percent (75%) of scheduled yearly workdays or scheduled yearly workhours required to be worked to earn a vacation with pay, the following special credits shall be allowed when applicable:

- (a) Any employee whose absence from work was occasioned by an injury resulting from an accident arising out of and in the course of his employment shall be allowed full credit for the time of such absence, if his claim for such credit is supported by a certificate of a reputable doctor that such injury necessitated absence from duty for the period of time specified herein;
- (b) Any employee whose absence from work was occasioned by illness shall be allowed credit for the time of such absence, not exceeding, however, a maximum of fifteen percent (15%) of his scheduled yearly workdays or scheduled yearly workhours, as the case may be, if his claim for such credit is supported by a

certificate of a reputable doctor that such illness necessitated absence from duty for the period of time specified therein;

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

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

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

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

(g) Any employee (1) who was in the service of the Authority during any part of the year and on military leave of absence in the balance of the year, or (2) who was on military leave of absence in the armed forces or war maritime service during an entire year and returned to the service of the Authority during the succeeding year, shall be allowed credit for the period of such leave of absence.

(h) Accrued vacation may be used under the Family and Medical Leave Act (FMLA), at the employee's discretion. Appropriate

request forms must be completed.

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

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

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

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

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

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

Any employee resigning or being laid off or discharged, or any deceased employee, after becoming eligible for an annual vacation with pay as above provided, but before actually taking same, shall receive the vacation pay to which he is entitled upon such resignation, layoff, discharge or death. Any employee being laid off, or retiring on an Authority pension or disability allowance during the year, or retiring on a Federal old-age retirement benefit during the year, or any deceased employee, who would have duly earned a vacation with pay in that year except for the sole fact that he was not in service on December 31st (as required earlier in this Section) shall nevertheless receive the vacation allowance otherwise earned, to be paid in cash upon such layoff or retirement. In the case of death, any such payment shall be made to the widow or widower, or, if none, to the estate.

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

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

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

Section 1.20. Farebox Pension Plan - Funded Pension Plan - Disability Pension.

(a) Farebox Pension Plan.

Those persons on the Authority's pension or disability rolls as of

October 1, 1973, shall continue on such rolls with the amount of allowance being received as of that date increased by ten percent (10%), effective November 1, 1973. These allowances shall continue hereafter to be paid by the Authority. Employees going on disability allowance after November 1, 1971, are covered by the existing funded pension plan.

Farebox pensions were increased ten percent (10%) effective November 1, 1975. Farebox pensions were increased five percent (5%) effective December 1, 1980; five percent (5%) effective December 1, 1981; and five percent (5%) effective December 1, 1982. Farebox pensions were increased three and one-half percent (3.5%) effective December 1, 1983; three and one-half percent (3.5%) effective December 1, 1984; and three and one-half percent (3.5%) effective December 1, 1985. Farebox pensions were increased five percent (5%) effective December 1, 1986; five percent (5%) effective December 1, 1987 and five percent (5%) effective leave December 1, 1988. Farebox pensions were increased thirty percent (30%) effective December 1, 1991. Farebox pensions were increased two percent (2%) effective January 1, 1997.

Farebox pensions shall be increased by five percent (5%) retroactive to January 1, 2000; five percent (5%) effective January 1, 2001; and five percent (5%) effective January 1, 2002.

The sole commitment to pay the so-called farebox pension by the Authority is to pay the amounts currently paid plus any agreed upon increases, from farebox revenues. "Farebox Revenue" shall mean all revenues from passenger fares, advertising and charter and stadium express. No other source of funds is available for such pensions. The Union and the Authority reserve the right in future negotiations to agree to change such pensions either up or down, to eliminate such pensions or transfer such pensioners to another fund.

(b) Funded Pension Plan.

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

Employees' normal retirement date shall be the first of the month following the month in which the employee attains the age of sixty-two (62) and has completed ten (10) years of continuous

service; or, at age sixty (60) having completed at least thirty (30) years of continuous service. Individual funded pensions received a one-time increase of one percent (1%) in 1996 for employees retired on or after September 1, 1992, and two percent (2%) for employees retired before September 1, 1992.

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

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

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

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

(c) Disability Pension.

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

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

No employee shall be entitled to receive both a disability pension and a regular Pension, but any employee who is receiving a disability pension and meets the requirements for a pension of larger amount than his disability allowance shall be transferred to the regular

pension rolls.

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

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

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

(d) Contributions.

The employee contribution shall be three percent (3%) of all wages, effective November 1, 1991, and the Authority contribution shall be six percent (6%) of all wages, effective January 1, 1995.

The employee contribution shall be three and one-quarter percent (3.25%) of all wages, effective July, 2006 and the Authority contribution shall be six and one-half percent (6.50%) of all wages, effective July, 2006.

The employee contribution shall be three and one-half percent (3.50%) of all wages, effective January, 2007 and the Authority contribution shall be seven percent (7.00) of all wages, effective January, 2007.

The employee contribution shall be three and three-quarters percent (3.75%) of all wages, effective July, 2007 and the Authority contribution shall be seven and one-half percent (7.50%) of all wages, effective July, 2007.

Pension increases are conditioned on joint evaluation and negotiation of modifications in benefit administration and submission of unresolved issues to dispute resolution, (if necessary) prior to January 2007. So long as the parties are engaged in the process of resolving any proposed modifications in benefit administration, pension funding will not be withheld.

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

Section 1.21. Holidays □ Holiday Allowances.

(a) The following ten (10) days will be considered as Holidays and Holiday Allowances shall be paid therefor to the extent hereinafter in this Section specified: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, and the Employee's Birthday; provided, that if any such day (other than the employee's birthday) shall fall on a Sunday and the succeeding Monday (or another day) is legally observed as such Holiday, then the legally observed day shall be deemed the Holiday day for the purposes hereof; and provided further, in the event that the Authority should operate a Sunday or Holiday schedule on any of the Missouri statutory holidays, then that day shall be considered as a Holiday and Holiday Allowances shall be paid therefor as hereinafter specified. All regular full time employees shall be entitled to one (1) "Floating Holiday" per calendar year. The Authority shall have the right to establish reasonable restrictions on the number of employees who may be off at any one time (including vacations, etc.) and may prohibit the taking of such holidays on a reasonable number of anticipated high traffic days. Unless waived by the Authority in individual cases, the employee shall give at least five (5) days written notice to his supervisor of his desire to take a specific day as the Floating Holiday for that year. Floating Holidays may not be deferred to the following year. Employees who have not requested their Floating Holiday by October 1 of each year may be scheduled by the Authority. In case of conflicting requests, seniority shall control, except that once the holiday is selected, an employee cannot be bumped.

(b) Each employee to whom this Agreement is applicable who shall lose work time by reason of the legal observance of any such Holiday will receive a Holiday Allowance for that day, which shall be equivalent to what he would have earned that day at his regular rate on his regular assignment for that day had it not been a Holiday (the allowance for operators on the Extra Board to be equivalent to eight (8) hours at their regular rate); and any employee who would have been regularly scheduled to work on the day upon which any such Holiday is legally observed if it had not been a Holiday, and who actually works on that day, will be paid the above specified Holiday Allowance, in addition to, his regular rate for work performed on that day. An employee who is not regularly scheduled to work on the day upon which any such Holiday is legally observed had it not been a Holiday (that being his regularly assigned day off), and who does not actually work on that day, shall receive a Holiday Allowance therefor. An employee who works upon any such Holiday, if that day

would have been his regularly assigned day off if it had not been a Holiday, will receive a Holiday Allowance of eight (8) hours at his straight hourly rate and, in addition thereto, time and one-half of his straight hourly rate for all work performed on that day.

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

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

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

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

(g) PROCEDURES TO BE FOLLOWED FOR HOLIDAY ASSIGNMENTS.

(OPERATORS)

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

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

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

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

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

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

(4) An operator working a regular or vacation run, who is regularly scheduled to work on Sunday, will on the Holiday (unless his regularly assigned day off) work the run he has selected to work on the day upon which the Holiday falls. If the run which he has selected to work on the day upon which the Holiday falls does not go out, then he will work the run that he has selected to work on Sunday, provided that another operator has not selected to work that Sunday run on said holiday. If the Sunday run has been selected by another operator, the employee is off unless he volunteers to work or is drafted.

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

All open work must be accounted for each holiday on the Extra Board

and marked up as follows:

- (1) Active operators on board that day. Day runs and showups for day work will be assigned to day operators and night runs and showups for night work will be assigned to night operators. Operators serving time will receive work ahead of volunteers and drafted operators.
- (2) Regular, relief and vacation run operators active that day will be assigned to work in seniority order.
- (3) Regular, relief and vacation run operators who are off on account of Holiday schedules and not their assigned day off, who volunteer to work that day will be assigned work in seniority order.
- (4) Regular, relief and vacation run operators who are off on account of Holiday schedules and not their assigned day off, who are required to work that day due to shortage of operators, will be drafted, beginning with operators who have least seniority and continuing up; however, the work will be assigned in seniority order beginning with operator at top of list of such drafted operators. Operators will be drafted for day work from those who have day runs, and for night work from those who have night runs. However, an operator can volunteer for day or night work and be used ahead of a drafted operator.
- (5) Extra operators on day off day operators for day work and night operators for night work.
- (6) Regular, relief and vacation run operators on day off day operators for day work and night operators for night work.
- (7) Operators on the Extra Board who are not needed for holiday work at the time Extra Board is made out will be marked "Excused this day only", starting with the last operator in seniority ¹Day or Night Board, as is presently done. In case of ²unforeseen circumstances creating extra work on the Holiday, operators marked "Excused this day only" will be entitled to work ahead of all active operators (operators serving time will be considered active) that day who have had eight (8) hours work or pay, excluding holiday or showup pay; also will be called ahead of operators who have volunteered to work. Operators marked "Excused this day only" will be called for

work in the inverse order in which excused.

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

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

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

Procedure for Holiday Allowance in Transportation Seniority Unit.

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

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

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

Section 1.22. Group Insurance - Welfare.

(a) Life Insurance.

The Authority will maintain at its own expense a \$5,000.00 group-life-and-permanent disability insurance policy upon each employee, present or future, to whom this Agreement is applicable. This policy will automatically reduce to \$3,250.00 at age sixty-five (65) and \$2,500.00 at age seventy (70). This benefit will

automatically reduce to \$1,000.00 upon retirement.

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

(b) Basic Health Insurance - Active Employees.

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

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

The Authority's contribution for full-time employees shall equal eighty percent (80%) of the average of all plans at each level of coverage (i.e., employee only, employee and one dependent, and family). Employee contributions, if any, may be paid through a tax sheltered wage reduction account to the extent permitted by law, which account is to be established as soon as practicable after the ratification of this Agreement.

Full-time employees who elect to waive Authority offered insurance coverage may request reimbursement for the employee only, at the Authority's level of contribution. An employee receiving insurance coverage by a spouse, who is also employed by the Authority, will not

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.

be eligible for reimbursement. Employees who wish to purchase medical insurance outside the Authority, or who live outside the covered area, and who can show proof of purchase, may be eligible for reimbursement up to the amount of the Authority's level of contribution. In the event the outside premium is less than the Authority's level of coverage, the Authority will only pay the amount required to purchase coverage. In no event shall the Authority contribution exceed the actual premium.

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

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

(c) Coverage for Part-Time Employees

After completing required initial training and probationary periods, and as long as a minimum of ten (10) hours per week is worked, part-time Transportation and Maintenance employees are eligible to participate in a flexible benefit plan, whereby the Authority will pay up to a cumulative total of \$120 per month for the cost of various insurance coverage selected from the flexible benefit plan. Such coverage must be selected immediately on first eligibility, or thereafter during the Authority's annual open enrollment period. Part-time employees who are eligible to participate in a flexible benefits plan, but who waive coverage in writing, shall be eligible to be paid ninety dollars (\$90.00) per month; provided that a part-time Transportation Employee must work a minimum of fifteen (15) hours per week and a part-time Maintenance Employee must work a minimum of ten (10) hours per week in order to be eligible for the waiver of coverage payment.

Hours worked will be averaged on a quarterly basis to determine the weekly average hours worked. If the average for a part-time employee does not equal ten hours, the Authority will discontinue

the monthly contribution toward the flexible benefit plan for the employee for an entire quarter.

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

(d) Weekly Indemnity Benefits.

Full-time employees shall receive an employer paid weekly indemnity benefit of one hundred sixty dollars (\$160.00) payable for a maximum of twenty-six (26) weeks. The weekly indemnity will not be paid until all accumulated sick leave has been exhausted.

(e) Hospital and Medical Benefits for Retired Employees.

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

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

(f) Dental Benefits.

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

Section 1.23. Physical Examination Pay Time.

Employees, including part-time, required to have physical examinations (except the preliminary examination of an applicant for employment) will be paid the actual time required therefor, including necessary travel time, at their straight hourly rates. Such time spent will be used in the computation of overtime after forty

(40) hours of work. All reasonable efforts will be made to schedule physical examinations during work hours or within two (2) hours before or after the start or end of the employee's shift. Employees will not be required to take such examination on their days off, without their consent. The above to include Worker's Compensation cases.

Section 1.24. Meals and Hours—Emergency Work.

The employees assigned to the operation of salt trucks, other trucks used for snow removal, salt loaders, pusher buses and snow equipment, or employees engaged outside of their regularly scheduled hours in making emergency repairs or cleanups during fire, storm, flood or snow or ice conditions will be furnished meals at Authority expense at the end of each five (5) hour period of such work, or, if meals cannot reasonably be furnished under the conditions then prevailing, the Authority will pay meal allowance for each five (5) hours worked; six dollars fifty cents (\$6.50) meal allowance effective October 1, 2005, provided, that if any final period of such work amounts to more than four and one-half (4½) hours but less than five (5) hours, same shall be treated as a five (5) hour period for the purposes hereof; and provided further, that when employees are assigned to such work immediately after their regular shift, they will be furnished meals at Authority expense or the aforesaid meal allowance at the time of engaging in such work as well as at the end of each such five (5) hour period thereafter.

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

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

Section 1.25. Uniforms.

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

Section 1.26. Union Insignia.

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

Section 1.27. Union Activity on Authority Property and Time.

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

Any employee who has invoked the grievance procedure hereinbefore set forth will, upon application to his superior, be excused from duty for the purpose of attending a scheduled conference or hearing thereon and such employee will also be excused from duty for the purpose of conferring with Union officials in regard to such grievance where it is shown to the satisfaction of his superior that it is impracticable for such conference to be held while on duty, but every reasonable effort shall be made by Union officials to hold such conference during non-duty periods.

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

Section 1.28. Union Bulletin Boards.

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

Section 1.29. Supervisors Working With Tools and on Union Jobs.

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

Section 1.30. Locker□Hanger□Washroom□Drinking and Toilet Facilities.

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

Section 1.31. Change in Job Titles.

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

Section 1.32. Snow and Ice Work.

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

during snow or ice conditions shall receive premium pay of one dollar (\$1.00) per hour, in addition to the straight time or overtime rate then applicable to them under other provisions of this Agreement for all time spent in such emergency repairs.

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

Section 1.33. Seniority and Other Lists.

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

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

Section 1.34. Call-Outs.

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

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

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.

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.

Section 1.35. Windshield Wipers - Defrosters - Heaters.

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

Section 1.36. Speedometers.

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

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

Section 1.37. Chauffeur's and Operator's Licenses.

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

Section 1.38. Employee Personal Property Indemnity.

The Authority will reimburse employees, including part-time, for the actual cash value only up to the maximum amount listed for the

items of personal property mentioned below, when such items are lost, stolen, or damaged as the result of any forcible taking, altercation, or accident while such employees are on assigned duty for the Authority:

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

and any other necessary items which the employee might be required by the Authority to carry while on assigned duty.

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

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

Section 1.39. Injury on the Job.

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

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

The Authority will continue all health and welfare benefits for

employees while off due to an injury on the job.

Whenever any employee covered by this Agreement becomes unable to perform his regular duties, through no fault of his own, by reason of injury intentionally inflicted upon him and arising out of and in the course of his employment with the Authority, compensable under the Missouri Worker's Compensation Law, the Authority will pay such employee a supplemental benefit equal to the difference between his normal weekly wage and the disability benefits to which he is entitled under said Law, for a period of absence from work due to the same injury not exceeding thirty (30) weeks. Payments herein provided for shall be prorated when absence from work due to such injury is for partial weeks. The foregoing obligation of the Authority to pay such employee for absence from work due to such injury the foregoing supplemental benefits shall not be deemed to be the payment of wages to said employee within the meaning of paragraph 3, Section 287.160 (Revised Statutes of Missouri, 1959) of said Missouri Worker's Compensation Law, and the Authority hereby waives and forgoes any right it may have under said Law to claim credit therefor against any of the various disability benefits liabilities imposed upon it by said Law in favor of such employee. (Ref. UIBLE Arbitration Award 1/30/74.)

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

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

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

Section 1.40. Substance Abuse and Employee Assistance Program.

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

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

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

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

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

The Committee shall have the duty and authority to:

1. Review the current literature and research on all facets of this program including the latest alcohol and drug testing technology, the latest procedures and techniques for

successful rehabilitation, and the latest legal opinions and rulings that impact on the subject. Joint recommendations on changes and improvements in the program may be developed.

2. Participate in developing an employee education and training program for all employees who perform safety-sensitive functions.
3. Assist employees who voluntarily seek help in securing help through the EAP Program.
4. Participate in the selection of the EAP provider, as designated by the parties.
5. The Union and Authority agree to retain and assume responsibility for all employee rights and obligations, under this Agreement.

Section 1.41. Substance Abuse

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

If an employee tests positive for drugs, or for alcohol at or above the level of .08, such employee shall be terminated. If an employee tests positive for alcohol at a level of .079 or below, such Employee shall be subject to discipline, including discharge in accordance with the KCATA Substance Policy. Such policy shall include provision for a "last chance" for employees who test positive for alcohol at a level of .079 or below, who are not involved in a serious accident or criminal infraction, and who sign and adhere to the terms of a "Last Chance Agreement," as provided in such Policy.

1.42. Contributions and Solicitations.

Employees shall not be compelled by the management to contribute to any charitable, civic or other public fund or collection,

and all such contributions shall be on a purely voluntary basis.

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

Section 1.43. Safety Clause.

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

Section 1.44. Training.

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

Section 1.45. Subcontracting.

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

Maintenance work substantially covered by manufacturer or contractor warranties may be performed by the supplier or contractor while such warranties are in effect. Maintenance work that exceeds the workload capability of the existing employees may be contracted out if such contracting does not cause layoff of employees of the Bargaining Unit.

ARTICLE II
Transportation Seniority Unit

Section 2.1. Definitions.

As used in this Article the following terms have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Show-up time" is paid waiting time.

Section 2.2. Runs.

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

The work time of not less than seventy-five percent (75%) of all regular runs on the system shall be completed within a spread of twelve and one-half (12½) hours, effective with the next mark-up and no penalty is included until that time; and the work time of not less than ninety percent (90%) of all regular runs shall be completed within a spread of thirteen (13) hours with overtime pay as provided in subsection "(c)" of Section 2.7.

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

The number of straight runs on the system on Saturdays shall be eighty-five percent (85%) of the total runs on Saturday.

All regular night runs shall be straight runs.

All regular Sunday runs shall be straight runs; there shall be no extras on regular Sunday schedules.

All regular owl runs shall be straight runs.

There shall be no three-piece runs.

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

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

Section 2.3. Minimum Guarantees.

Operators shall be paid a minimum of two and one-half (2½) hours for any piece of work not part of a regular run, except that (a) a minimum of one (1) hour shall be paid for pulling or spacing buses, spotting same for ticket sales for civic ventures (such as

American Royal, Starlight Theatre, etc.); (b) actual time shall be paid

for any messenger service performed by operators; and (c) if the overtime rate is applicable to any of the above-mentioned pieces of work, either the work time at the time and one-half rate, or the minimum guarantee at the straight hourly rate, whichever is the larger amount, shall be paid, but not both.

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

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

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

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

such special service extra.

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

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

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

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

(c) Where a regular run is involved and the additional work assignment does not start contemporaneously with the time of signing off the regular run, whatever part of the run guarantee remaining will be allowed and the pay for the additional work assignment will be computed on the same basis as if the run had actually worked eight (8) hours.

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

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

Section 2.4. Terminal Time.

The Authority shall construct its schedule so that no less than five (5) minutes time (applicable to the outlying end of lines and, where through lines have two outlying ends, then at each outlying end, or at one end of a cross-town line) shall be included during the nonrush periods (i.e., between 8:30 A.M. and 3:30 P.M. and after 6:30 P.M.) on all business days, Mondays to Saturdays, both inclusive, and during all hours on Sundays and Holidays; provided, that such terminal time shall not be included for lines, or turn□back trips, of forty (40) minutes or less round□trip running time. On lines, or turn□back trips, of forty (40) minutes or less round□trip running time, there shall not be less than four (4) minutes terminal time on one end of each round□trip during the periods of the day above set forth.

During the hours of days not set forth above, not less than three (3) minutes terminal time (applicable to the outlying end of lines and, where through lines have two outlying ends, then at each outlying end, or at one end of a cross□town line) shall be included in schedules; provided, that such terminal time shall not be included for lines, or turn□back trips, of forty (40) minutes or less round□trip running time. On lines, or turn□back trips, of forty (40) minutes or less round□trip running time there shall be not less than three (3) minutes terminal time on one end of each round□trip.

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

In actual operation the terminal time as scheduled may not in all cases be realized due to uncontrollable delays. In order to maintain good service to the public, operators shall endeavor to leave end of line on scheduled time. Complaints about the inability to realize terminal time shall be presented by the union to Scheduling which shall promptly review the matter and make appropriate adjustments, if required.

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

Section 2.5. Sign□on, Pull□out, Pull□in and Turn□in Time.

Reporting time of all operators and paid allowances for obtaining necessary supplies, pull□outs and pull□ins, and turning in, shall be as follows:

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

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

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

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

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

Section 2.6. Travel Time.

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

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

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

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

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

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

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

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

Section 2.7. Overtime.

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

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

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

eight (8) hours work or pay at the time and one-half rate.

- (3) Operators assigned regularly scheduled line service shall be paid at double the “pay time” for all such service.
- (4) Operators who may be assigned regularly scheduled line service providing less than the minimum hours for a “regular run,” as set out in Section 2.2, and who are released by the KCATA without further assignment, shall be paid
 - (i) for all time on show up in accordance with Section 2.8 (b)(2) above,
 - (ii) for all regularly scheduled line service in accordance with Section 2.8 (b)(3), and
 - (iii) an additional amount (at the rate of time and one-half) to meet the minimum eight-hour guarantee. An operator who requests and is granted a release shall break the guarantee.
- (5) Regularly scheduled line service shall include all runs, extras, and relief work, but shall not include charter work or football assignments.

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

1. All work time each day in excess of their regularly assigned hours, and
2. All work time on regularly assigned days off as provided for in Section 2.9,

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

(d) A spread penalty, at one-half (1/2) the straight hourly rate, shall be paid to each employee of this Seniority Unit for work

performed outside a spread period of eleven (11) hours consecutive time in any workday, such eleven (11) hours spread period to embrace any regular run or regular shift (or such part of either as is completed within a spread of eleven (11) hours) worked by the employee that day; provided, that any bus operator working a regular run which has a spread period therein exceeding thirteen (13) hours shall receive a spread penalty at the straight hourly rate (instead of at one-half (1/2) the straight hourly rate) for all work performed on such regular run outside of the aforesaid thirteen (13) hour spread. As concerns employees not working a regular run or regular shift, such eleven (11) hour spread period shall embrace the longest piece of work (or such part thereof as is completed within a spread of eleven (11) hours) performed by him that day. The aforesaid spread penalty shall be in addition to any overtime on daily hours.

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

1. If the pay time in any workday includes work for which there is paid a minimum guarantee of two (2) hours, which work did not amount to two (2) hours, either the time and one-half for the work time or the two (2) hours minimum at the straight hourly rate, whichever is the larger amount, shall be paid, but not both.
2. If the pay time includes work for which there was paid a minimum guarantee of two (2) hours at the straight hourly rate instead of time and one-half for the work time, because the two (2) hour minimum guarantee paid the larger amount, said two (2) hours pay for the minimum guarantee will not be used in computing overtime.

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

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

illness.

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

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

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

Section 2.8. General Schedule Provisions.

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

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

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

Section 2.9. Days Off.

All employees in this Seniority Unit shall be allowed off without pay two (2) days in each calendar week, such two (2) days to be allowed to be taken consecutively insofar as is reasonably possible, choice to be permitted on the basis of seniority; provided, that said employee may be required to work on his days off (whether those

days off be their regularly assigned days off, days upon which Sunday schedules are operated and on which days their runs are not scheduled to go out other than on Holidays, which are covered in Section 1.21, or they are not otherwise regularly scheduled to work) when needed for proper operation of the service and all such employees working on those days off, whether voluntarily or by requirement of the Authority, shall be paid as outlined in Section 2.7.

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

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

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

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

Section 2.10. Equipment Not Available.

When an operator reports for work previously assigned to him and does not get out on time because equipment is not available, he shall be required to stay at the garage or storage yard and take the first equipment available to complete that piece of his run or other work assigned to him, and shall be paid straight through from the start of his own run, or other assignment, but in no case shall he be paid less than the time scheduled for that piece of his original assignment.

Section 2.11. Curtailment of Work.

In the event service is curtailed or abandoned for a day or more on any line or lines due to cyclones, floods or other unusual emergency and an operator's regular assignment is taken off, he shall have no claim for compensation therefor provided he is notified at least the day previous that said assignment is being canceled. If such notification is not given and the operator reports for his

assignment, he shall be paid at his straight hourly rate for stand-by time until excused by the Office Dispatcher or given a substitute work assignment and at his regular rate for any time actually worked on such substitute assignment, but in no event shall he be paid for less than three (3) hours that day.

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

Section 2.12. Employee Relieved.

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

Section 2.13. Required Change of Assignment.

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

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

An operator having a show-up or an assignment on the "Day" or "Night" Extra Board and who on the day of show-up or assignment is assigned to work with less time than his original assignment or the assignment that his show-up would have entitled him to, shall be paid for the time in his original assignment or the assignment to which his show-up would have entitled him. The foregoing provision shall not apply to an operator on the Extra Board being changed from one Board to the other and so shown on the Extra Board the day prior to when the show-up or assignment takes place. Also, operator on the "Night" Board assigned to work either

A.M. or P.M. extras, or both, will not be considered as changed from one board to the other.

Section 2.14. Operators Missing Assignments.

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

Section 2.15. Breakⁱⁿ Premium.

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

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

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

In the event that Divisions are reinstated the provisions of Article II, Section 17 (last paragraph, p. 51, beginning, "Operators transferring from one Division to another ...") of the Agreement dated

November 1, 1973, actually executed March 21, 1974, shall be restored.

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

Section 2.16. Report Allowances.

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

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

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

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

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

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

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

Section 2.17. Operators' Seniority and Mark□Ups.

Seniority of all operators shall be determined on a system basis. Work assignments will be selected four (4) times per year, with the effective dates of the mark□ups being the Sunday nearest New

Year's Day, but not prior to January 1 and the Sunday nearest April 1, July 1, and October 1. A bulletin announcing the dates of the mark-ups and run guides will be posted at least seven (7) days prior to selection of work.

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

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

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

RULES GOVERNING MARK-UPS

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

RULE #1 - REGULAR MARK-UP.

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

The term "run" used herein shall refer to runs scheduled to operate five (5) days of a calendar week with days off to be

selected by seniority.

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

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

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

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

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

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

Following the mark□up at a special mark□up he will select, in seniority order, the runs he will work to make up his individual relief run.

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

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

RULE #3 - SPECIAL OR INTERMEDIATE MARK□UPS.

At intermediate mark□ups, all lines, regular runs, relief runs and made□up runs, and days off shall be open for selection.

Relief runs and days off shall be selected in accordance with Rule #2 above.

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

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

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

RULE #4 - LINE MARK□UPS.

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

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

1. Reducing time in that run by fifteen (15) minutes or more.

2. Changing the time of reporting or signing off as much as fifteen (15) minutes.

3. Causing an operator to ride an earlier or later owl bus to or from his work, or

4. If a run is added or taken off the line, a mark□up, if held, shall become effective not later than fourteen (14) days after request is made. When a line mark□up is to be held, the weekday, Saturday and Sunday work of the runs to be selected will be open for selection by operators on that line provided, however, should an operator on that line, then be holding Saturday or Sunday work on another line, and he is involved in the line mark□up, that Saturday or Sunday work on the other line will also be open for selection by operators involved in the line mark□up, and provided further, should an operator on another line, other than the line upon which the mark□up is being held, be holding Saturday or Sunday work on the line upon which the line mark□up is being held and that run number is involved in the line mark□up then that work will be open for selection and that operator will take his turn in seniority order in selecting his Saturday or Sunday work on the line upon which the line mark□up is being held. In the event an operator's Saturday or Sunday run is changed by a new schedule to the extent as above specified, he shall have the option of continuing on his Saturday or Sunday run as changed; or he can select any open Saturday or Sunday run of the same type; or he can make a written request for a mark□up of Saturday or Sunday runs, as the case may be, providing it is made within three (3) days (Saturday and Sunday excluded) after the posting of the bulletin announcing the schedule changes. If proper request is made, mark□up will begin with the operator requesting mark□up who has greatest seniority.

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

prior to the next regular mark□up. This mark□up will affect only the operator on this line below this particular operator's seniority.

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

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

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

RULE #5 - INTERMEDIATE RELIEF RUN MARK□UPS.

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

1. Reducing the time in that run by fifteen (15) minutes or more,
2. Changing time of reporting or signing off as much as fifteen (15) minutes,
3. Causing an operator to ride an earlier or later owl to or from his work, or
4. Run to be relieved is taken off.

The holder of such relief run may select any run of the same type from the runs regularly open on the Board on the same day

of the week to substitute for the run which was changed or taken off.

Section B. Five or More Relief Runs Changed, or Relief Run Coming Open or Taken Off. If five (5) or more relief runs are changed, as referred to in Section "A" of this Rule, and an operator holding one of those five (5) runs requests, or if a relief run comes open or an existing one is taken off between mark-ups, a mark-up of relief runs will be held beginning with the oldest operator in seniority, whose run is affected and in accordance with his seniority. All day-off reliefs, except those held by relief runs not affected by the mark-up will be available for selection. A like number of day, night and day-off reliefs and days off for the week will be selected for each day of the week as were held by relief runs prior to the mark-up, less any reductions due to relief runs taken off. Such mark-up shall become effective as soon as can be arranged.

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

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

RULE #6 - REFUSAL TO SELECT A RUN.

Section A. Refusal to Select Runs at a Regular Mark-Up. An operator may refuse to select a regular run, relief run, vacation run or made-up run at a regular mark-up and still hold any regular, relief, vacation or made-up run that comes open after completion of the mark-up and prior to the next mark-up, in accordance with his seniority, PROVIDED that when Extra

Board quotas have been filled, all remaining operators on the seniority list will select the remaining day and/or night regular and relief runs according to seniority. It will be permissible for the same number of operators to pass up runs and select Extra Board as there are student operators breaking in at the time the mark□up is being held. Runs selected will be held until the next mark□up.

Section B. Selection of Runs at Line or Relief Run Mark□up.

An operator holding a regular run or relief run will select a regular run at a line mark□up, or a regular relief run at a relief run mark□up. This is not to apply to an operator forced off a regular run due to change in schedule, or to an operator returning to bus service after working in another capacity, or from leave in military service. Such operators forced off a regular run or returned to bus service are governed by Rule #8.

Section C. Made□up Runs. A short piece, or pieces of work, may be combined to constitute a day's work and held regularly as a made□up run if agreed to between the Union and the Authority. Such combination or made□up run selected at a mark□up may be held for the period of the mark□up. If, at a mark□up, such run is not selected by any operator, including all on the extra list, it shall cease to be a made□up run and will be handled as other extra work.

Section D. Selection of and Refusal to Select Open Runs.

Regular runs, relief runs, vacation runs coming open between mark□ups and remaining open after line, relief run or vacation run mark□ups, may be selected in seniority order by operators on the Extra Board, beginning with the oldest operators in point of service. If operators prefer to remain on the Extra Board, they may elect to do so. Operators failing to pick relief runs when called to their attention that it is their turn to select, will be passed up and the next operator will be permitted to pick his relief runs. Such operators passed up will then select their relief runs from runs still available.

Section E. Giving Up a Made□Up Run.

If any operator who holds a made□up run gives up that run, he will be placed on the Extra Board and cannot hold any regular, relief, vacation or made□up run until the next mark□up. This is not to apply to giving up a made□up run affected by a schedule change, as set out in provisions "(1)", "(2)", or "(3)" of Section "A" of Rule #4. An operator giving up such a run will be assigned days off in

accordance with his seniority by Transportation officials until the next mark-up of days off for the Extra Board.

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

RULE #7 - VACATION RUN MARK-UP.

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

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

All vacation runs will be posted for bid at 3:00 A.M. Monday prior to the effective date of the vacation run mark-up on the following Sunday. Runs will be selected according to seniority; and an operator failing to pick a vacation run, when called to his attention that it is his turn to select, will be passed up. Operators will be permitted to pick or leave choices until 10:00 A.M. on Saturday preceding the effective date of mark-up. After cut-off times, preceding the effective date of the mark-up, the Office Dispatcher will assign runs not already selected from the choices received according to seniority. Operators who have not selected a run or left a choice for a run will be assigned the remaining vacation runs according to seniority.

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

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

seniority order.

Section B. Vacation Markup Period Broken by Markup. If the effective date of a markup falls between a regular two (2) week vacation markup date, a vacation markup will then be held, to be effective until the next regular markup. Another vacation markup will then be held to be effective until the next regular markup date.

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

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

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

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

open, he shall be permitted to take such run, if his seniority permits, but he shall not be forced to take a run he does not desire.

RULE #9 - DAY AND NIGHT EXTRA BOARD.

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

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

RULE #10 - FAILURE TO ATTEND MARK□UP.

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

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

Section C. If any operator designated to attend an announced

mark□up meeting fails to attend and has left no choice, officials shall select a run and days off for him according to their best judgment.

RULE #11 - REVOLVING WORK LISTS.

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

Section B. Operators names added to this list after the regular mark□up shall be placed at the bottom of the list until the next regular or special mark□up, at which time the operators' names shall be placed in their regular seniority position .

Section C. Operators on the Revolving Work List will be notified on the job or by telephone when work is available. The Authority will make a reasonable effort to contact the operator by telephone. When contacted, the operator will be told what work he will be assigned or told to check the Board. The operator may accept or refuse the work when contacted.

Section 2.18. Job Bidding for Non□Operators.

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

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

(c) Bus operators may volunteer to perform relief work in the

telephone information center, only after all existing Office □ Clerical overtime lists of qualified employees have been exhausted. First preference for overtime in the telephone information center shall be given to center employees.

Section 2.19. Opening and Closing Windows.

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

Section 2.20. Pay for Show □ Ups by Operators on the Extra Board.

The waiting time for which an operator on the Extra Board will be given credit, unless interrupted by a piece of work, is from the start of his show □ up to the time that he is assigned work or is excused from that show □ up by the Office Dispatcher for thirty (30) minutes or more. As an example, if the operator has a show □ up at 6:00 A.M. and is assigned a run at 6:45 A.M., his show □ up time stops there even though the run may not sign on until 7:15 A.M. and there are no other runs open from 6:45 A.M. to 7:15 A.M.

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

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

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

he shall then be given credit for the show□up time he is required to make.

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

Section 2.21. Extra Board Practices.

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

RULE #1

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

B. When operators are excused or assignments come open before the following day, their run or assignment must be filled on that day by operators on the Extra Board entitled to same and must not be left open until the following day. See "D" below for exception. The run will be marked on the Board to watch. The Extra Board shall be operated as a "Day" and "Night" Board on a revolving plan; however, in the event either Board makes a complete turnover in one (1) day, two (2) active operators that day will be cut from the bottom of the Board and placed on the top of the Board. "Active operators that day" does not include operators marked up to (a) serving time or suspended, (b) regular day off, (c) sick or sickness, (d) off O.K., (e) vacation, and (f) leave of absence.

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

D. Operators who are off sick or off for an indefinite period of time must be O.K. by 3:00 P.M. for work the following day. Operators working day runs who become ill may O.K. by 10:00 P.M. for work the following day, for a one (1) day illness only.

Operators working night runs who become ill may O.K. by 9:00 A.M. for work the same day, for a one (1) day illness only. When an operator is allowed off, or O.K.'s for work the Office Dispatcher shall make a record of same.

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

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

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

RULE #2

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

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

B. Show ups.

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

D. Day runs and show ups for day work shall be assigned to day operators; night runs and showups for night work shall be assigned to night operators.

RULE #3

A. Two extras shall be marked up to operators beginning at the bottom of each Board when possible to do so. Additional extras

shall be assigned in accordance with the Extra Board rules.

B. All extras shall be marked up as follows:

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

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

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

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

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

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

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

- a. P.M. day runs on Day Board

b. Night runs on Night Board

c. Revolving Work Lists

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

a. Split day runs on Day Board

b. Night runs on Night Board

c. Revolving Work Lists

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

a. Day runs on Day Board

b. Revolving Work Lists

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

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

a. Operators on the Extra Board two or more pieces of work.

b. Operators on the Extra Board with runs.

c. Operators on the Revolving Work List.

d. Operators with regular runs volunteering.

9. When marking up extras to assignments to be worked from the end of the line, it shall be done only when absolutely necessary to get

work filled that day.

a. Operators on the Extra Board in extra category.

b. Operators on the Extra Board with runs.

c. Operators on the Revolving Work List.

d. Operators with regular runs volunteering.

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

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

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

RULE #4

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

A. Operators on the Extra Board active that day.

B. The Revolving Work Lists shall be made up in seniority order after each mark-up and shall be posted and cut the same as the extra board each day. Two lists will be maintained; one for day operators and one for night operators. Operators on the Revolving Work List holding regular runs active that day are to be on a combined list for A.M. work and P.M. work on a rotating basis. Day operators will work day assignments first and night operators will work night assignments first. The two (2) work lists will be cut at 4:30 P.M. If any of the two (2) work lists make a complete turnover in one day, two (2) active operators in A.M work and/or P.M. work that day, will be cut from the bottom of the list and placed on the top of the list. At least three (3) or

more operators for A.M. work and P.M. work, for each work list without an assignment, will be shown on the Extra Board when it is posted each day. An operator on the two (2) work lists may refuse an extra assignment, but will be cut down from the list that day, the same as if he had worked.

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

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

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

RULE #5

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

RULE #6

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

RULE #7

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

RULE #8

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

RULE #9

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

RULE #10

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

RULE #11

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

RULE #12

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

RULE #13

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

RULE #14

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

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

RULE #15

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

RULE #16

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

RULE #17

Operators on the Extra Board, who finish their assignments for the day, before 10:00 P.M., will not be required to report for work the following day before they have had an eight (8) hour off duty period, unless they voluntarily agree to do so. Operators on the Extra Board who finish their assignments for the day, after 10:00 P.M., will not be required to report for work the following day before they have had a ten (10) hour off-duty period, unless they voluntarily agree to do so. Operators shall sign a duplicate form before taking their eight (8) or ten (10) hours. Operators voluntarily working their regular day off will not be entitled to an eight (8) or ten (10) hour off-duty period before or after working their regular day off. If said operator has an assignment commencing before such eight (8) or ten (10) hour period has elapsed and does not intend to show up for it,

that operator must notify the Office Dispatcher at time of signing off. When an operator fails to make an assignment and has not made previous arrangements with the Office Dispatcher, that operator must call the Office Dispatcher before he is due to report for the assignment; otherwise, said operator will be treated as an operator who has missed an assignment.

RULE #18

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

RULE #19

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

RULE #20

Student operators completing training will select in seniority order the runs left open, if any, as provided in applicable mark-up rules, or will take their place on the Extra Board.

RULE #21

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

RULE #22

When an operator is called for jury service, the operator's run or assignment will be marked up on the Extra Board for the first day only, and thereafter held open and marked "Watch Account of Jury", so that if the operator is excused from jury duty late in the afternoon, the operator will not lose his run or assignment

for the next day. When an operator on the Extra Board is called for jury service, it will be so marked up on the Board that first day. Thereafter the operator will be marked up to the assignment due that operator on the Extra Board and marked "Watch Account of Jury".

RULE #23

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

Section 2.22. Zone & Sign Painters.

The regular workweek of Zone and Sign Painters employed in this Seniority Unit shall be five (5) days and the workday shall be eight (8) hours, embraced in a period of eight and one-half (8½) consecutive hours, Mondays through Fridays, inclusive, with one-half (1/2) hour off for lunch; the day shift's work shall begin at 7:00 A.M. and end at 3:30 P.M., and, when these employees are called upon to work a night shift, they shall begin at 12:00 P.M. and end at 6:00 A.M., and shall be allowed two (2) hours premium pay at the straight hourly rate. However, when in the judgment of the Authority it is necessary for the proper conduct of the business that the daily starting and quitting times above specified be temporarily changed, that may be done by advancing or deferring both not exceeding one (1) hour, on at least twenty-four (24) hours notice to the employee involved; and, when in the judgment of the Authority the necessity for such temporary changes has ceased, the regular starting and quitting times above specified shall be promptly restored. The Authority will furnish five (5) changes of clothing per week for each Zone and Sign Painter in this Seniority Unit. The employee shall have a choice of either pants and shirts or coveralls. The Authority agrees that every effort will be made to have supplied clothing that fits the employee. This replaces the yearly clothing allowance paid in the past. It is further agreed that if this system does not prove satisfactory to the majority of employees affected, the question of clothing or clothing allowance will be renegotiated.

The Authority will provide raincoats, rainhats, rubbers, goggles and work gloves.

Section 2.23. Announcers and Tour Guides.

The parties mutually agree to develop a program to establish a list of

qualified announcers or tour guides, for sightseeing tours or charter work.

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

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

Section 2.24. Pulling Buses Off the Road.

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

Section 2.25. Football Assignments.

The method of making football assignments will be as follows:

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

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

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

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

(e) MetroFlex operators may be assigned to and paid at applicable large or small bus football rate when the applicable large and/or small bus lists are exhausted.

Section 2.26. Uniforms.

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

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

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

Full□time and part□time operators who have been in the employ of the Authority for one (1) year on November 1, each year, will be 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.

Section 3.2. Involuntary Transfer.

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

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

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

Section 3.3. Bidding Jobs.

When a job vacancy is to be filled or an opening is created by a new job, notice of such vacancy or opening, with the job description and rate applicable thereto, will, within three (3) workdays after such vacancy or opening occurs, be posted on the bulletin board of all Seniority Units for a period of not less than three (3) workdays, Saturdays, Sundays and Holidays excepted. If a job vacancy is not to be filled, a notice will, within three (3) workdays after such vacancy occurs, be posted on the bulletin boards within the Seniority Unit affected, to the effect that the job is being abandoned and the reason for such abandonment. Any employee desiring to bid on a posted job must have completed forty-four (44) days actually worked to be

eligible to bid, as above provided, and shall submit his bid in writing within said three (3) workdays. The bidder with the greatest seniority in his Seniority Unit, who is qualified, will be assigned to the job as soon as possible. Ability and merit being sufficient, seniority shall prevail in determining those eligible for a trial period. The trial period shall consist of twenty (20) days actually worked. For the purpose of this section only, a minimum of five (5) hours shall constitute a day's work. An employee who is awarded a trial period will be assigned at his existing hourly rate, unless the employee is bidding for a lower-rated job, in which case he will be immediately assigned at the rate of the lower job. The Authority will attempt in good faith to qualify the employee for the job at the earliest possible date. If at the end of the trial period the employee is unable to qualify, the trial period may be extended with the consent of management and the union, or the employee may be returned to his former job, providing it has not been filled by an employee of greater seniority. If the former job has been so filled, the disqualified employee shall not be permitted to exercise his unit seniority to bump any job of a rate classification higher than that of his original job in his own Seniority Unit.

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

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

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

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

Tests to determine the qualifications for assignment to a posted job,

and/or a trial period, shall be the same for all employees and shall be subject to review by the employee involved and a Union Executive Board member.

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

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

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

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

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

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

Section 3.4. Tools - Emergency Equipment - Work Clothing.

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

(b) The following rules will also apply:

1. The Authority will pay for the repair of power tools used by employees in the course of their employment with the Authority.
2. Eligible tools will be registered with the Authority.
3. Eligible tools will be limited to one of each type or kind.

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

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

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

The Authority will furnish five (5) changes of clothing per week for each employee of the Maintenance Seniority Unit. The employee shall have a choice of either pants and shirts or coveralls. The Authority agrees that every effort will be made to have supplied clothing that fits the employee. This replaces the yearly clothing allowance paid in the past. It is further agreed that if this system does not prove satisfactory to the majority of employees affected, the question of clothing or clothing allowance will be renegotiated.

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

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

Section 3.5. Extra Work.

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

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

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

(d) Voluntary Extra Work Lists. Extra work not filled in accordance with the above procedure will be offered on the following basis:

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

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

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

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

status on the other list.

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

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

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

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

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

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

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

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

as possible.

Section 3.6. Time Clock.

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

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

Section 3.7. Break In Premium.

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

Section 3.8. Job Openings on Absence.

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

Section 3.9. Seniority Annual Mark Up.

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

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

Group One shall be Class A Mechanics (including Lead Mechanics, Machinist and Welder, Body Mechanics, Plumber, and Building and Grounds), Class B Mechanics, Technician and Technician/Apprentice, Facility Mechanic.

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

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

(c) There would be no trial period allowed.

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

Section 3.10. Workweek-Workday.

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

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

As concerns employees working vacation relief jobs in this Seniority Unit, they will take as their days off the days off of the job being relieved; provided, however, that they shall be provided with five (5) eight (8) hour days of work with two (2) consecutive days off each

calendar week (Saturday and Sunday will be considered as consecutive).

The supervisor and Union official shall jointly cooperate in arranging for such vacation reliefs.

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

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

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

Section 3.11. Protective Clothing.

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

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

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

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

The Authority will furnish boots or rubbers, raincoats or rainsuits, rainhats, overcoats and gloves for trouble shooting, emergency work and cleaning, and maintain same in good condition.

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

It is agreed that the Authority will furnish and maintain adequate

means for removing from the area injurious fumes and dust.

The Authority will provide a procurement card in the amount of one hundred dollars (\$100) between October 1 and October 15 of each year, valid for twenty-four months from the date of issue for the purchase of steel toed/slip resistant safety shoes/boots. The card shall be used to purchase approved safety shoes/boots only. An approved shoe/boot list and approved vendor list with at least three vendors shall be mutually agreed upon by the Authority and Union on or before September 1 of each year.

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

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

Section 3.12. Line Hostlers, Parts Cleaners, Yard Patrol, Utility Employees and Parts Driver.

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

Section 3.13. Kind of Work.

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

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

written confirmation on such thirty (30) day temporary assignments.

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

Helpers' Duties:

Upholstering and Bus Body: Handling material, stripping and cleaning.

Paint: Handling material, cleaning, stripping, burning and removing of paint, sanding operations composed of hand sanding, use of power hand sanders and disc sanders, the application of masking compound to window glass, and the staining and cleaning of upholstery.

Inspection Shop: Handling materials, stripping and cleaning.

Forge and Welding: Handling materials, stripping and cleaning.

Utility: Handling materials, stripping and cleaning.

Machine Shop: Handling material, stripping and cleaning.

Electric Shop: Handling material, stripping and cleaning.

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

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

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

Section 3.14. Qualifications.

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

CLASS "A" MECHANIC - The Class "A" Mechanic's major duties and responsibilities will include the performance of inspections, diagnosis

of mechanical/electrical failures and the changing of units in connection with the maintenance of internal combustion-propelled vehicles. This includes motor vehicle engines, drive trains, chassis, brakes, tires, electrical systems, bodies, air-conditioning systems and all other related components, plus major overhaul of engines, transmissions, electrical parts and other mechanical components.

Section 3.15. Training Programs.

A. Mechanic Trainee Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Employees completing the required training and qualifying shall establish seniority for bidding purposes in the Class "A" Mechanic's classification when openings occur, as of the date they entered the service of the Authority in the Maintenance Seniority Unit.

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

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

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

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

The parties by mutual agreement may initiate changes in this

training program.

B. Stockworker Training Program.

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

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

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

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

(3) The starting rate for a Trainee shall be ninety percent (90%) of the Class "B" Serviceworker's top rate for employees hired before November 15, 1977; and for employees hired after November 15, 1977, the starting rate for a Trainee shall be eighty percent (80%) of that top rate.

Rate adjustments between the Trainee rate and the top Stockworker rate during the training period will be as follows:

After three (3) months, twenty□five percent (25%) of the difference in rate;

After six (6) months, fifty percent (50%) of the difference in rate;

After nine (9) months, seventy□five percent (75%) of the difference in rate;

After twelve (12) months, the full rate of the classification.

(4) Employees completing the required training and qualifying shall establish seniority for bumping and bidding purposes in the Stockworker classification to which assigned as of the date they entered the services of the Authority in the Maintenance Seniority Unit.

(5) When it becomes necessary for a Trainee to fill a temporary vacancy without assistance, he shall be paid the Stockworker's rate.

(6) The number of employees in training in excess of job openings shall be governed by planned retirements, changes in workload, etc.

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

(8) The Supervisor shall be responsible for the training of the Trainee.

(9) If during the training program a disqualification is made, the employee shall not be permitted to re-enter the training program from which he was disqualified for at least twelve (12) months.

Section 3.16. Facilities and Equipment Maintenance.

(a) The Facilities Maintenance employees shall hold Maintenance seniority with all bidding and bumping privileges.

The Facilities Serviceworkers shall be tested when bidding or bumping into higher level classifications.

Equipment Mechanics shall be a new classification in the Facilities Maintenance Unit, subject to all the provisions of the Class "A" Mechanics, including the rate of pay. There shall be a separate job description and qualifications for Equipment Mechanics.

(b) Exterior painting, maintenance of buildings, shelters and park and ride facilities shall be done by the Facilities Maintenance Unit. Reconditioning of office equipment (desks, tables, chairs, etc.) shall be done by the Facilities Maintenance Unit.

(c) Facilities Serviceworkers will perform janitorial type duties at the Facilities Serviceworkers' rate of pay. All building and ground duties, painting or replacements of panels at bus shelters or other Class "A" Serviceworker duties performed by employees, shall be at the Class "A" Serviceworker rate.

Section 3.17. Farebox Clerk and Revenue Equipment Repairer.

Those jobs presently classified as Grade VI, Farebox Clerks, Office Clerical Seniority Unit will be transferred to the Maintenance Seniority Unit. At the time of transfer, any Office Clerical seniority

acquired from holding the Farebox Clerk job will be transferred to Maintenance Seniority for those individuals who hold the Farebox Clerk jobs at the time of transfer.

Maintenance seniority acquired through the transfer of Office Clerical seniority will not allow the individuals so affected to bid another Maintenance Seniority Unit job unless the job is open and they have shown the ability to hold the job through prior experience or passing of the Vehicle Maintenance Department entry level test. Likewise, no person with Maintenance seniority will be allowed to acquire those transferred jobs until the individual holding the job, at the time of transfer, has voluntarily left the job or is terminated.

Farebox Clerks, whose principal duties are fare removal by probing, will be reclassified as Class "A" Serviceworkers, with principal duties of "farebox probing".

The Farebox Clerk, whose present job is repair and servicing of fareboxes, will be reclassified as Revenue Equipment Repairer.

These new Maintenance Seniority Unit jobs will be subject to all rules, policies and contract provisions of the Maintenance Seniority Unit, with the exceptions noted above.

Section 3.18. Part-time Maintenance Employees.

The Authority may employ part-time employees in the Maintenance Seniority Unit under the following terms and conditions:

1. Part-time Maintenance employees may be employed only in the following classifications:

Class "B" Serviceworker

Facilities Serviceworker

2. Part-time Maintenance employees may work only between 8:00 P.M. Friday and 7:00 A.M. the following Monday and no individual employee may work more than twenty-five (25) hours during such period.

3. Part-time Maintenance employees shall be in a separate Seniority Unit and shall have no right to bid or bump into any other Seniority Unit but such employees shall have consideration for vacancies before new employees are hired.

4. The wage rate for such jobs shall be the hourly wage rate provided by this Agreement for such jobs on a full-time basis, except that two thousand eighty (2,080) paid hours shall constitute a year's work for purposes of advancement in wage progression. The probationary period for part-time Maintenance employees shall be three hundred fifty (350) hours actually worked. Upon completion of the probationary period, part-time Maintenance employees shall be covered by the discipline, grievance and arbitration provisions of the Agreement. If a part-time Maintenance employee is promoted to full-time before the completion of his probationary period, he shall serve the remainder of his probationary period as a full-time employee, and may then be subject to a trial period of twenty (20) days actually worked. Part-time job descriptions will be created and provided to the Union.

5. Part-time Maintenance employees will accrue seniority, within the part-time unit, immediately upon completion of their probationary period. Part-time Maintenance employees, who apply, will be promoted to full-time positions based on their seniority, subject to a twenty (20) day trial period as a full-time employee.

Part-time hours worked shall determine the beginning full-time wage rate. Part-time Maintenance employees who have worked less than a full year's progression, when promoted to full-time, shall progress on the basis of full-time service. However, a part-time Maintenance employee who has reached 100 hours or less from a full year's progression, will be allowed to serve the balance of that year's progression as a full-time employee. Thereafter, wages shall progress based on full-time service. Full-time benefits shall begin accruing after the completion of the twenty (20) day probationary period.

6. Part-time Maintenance employees shall be subject to the Union security provisions of this Agreement.

7. Part-time Maintenance employees will receive no other benefits except shoe allowance, uniforms, free transportation and participation in the flexible benefit plan as described in Section 1.22 (c). Shoe allowance will be paid after successful completion of two thousand eighty (2,080) work hours. Uniforms will be provided on the same basis as full-time Maintenance Seniority Unit employees. Part-time employees shall receive free transportation on Authority buses for themselves only at the time of hire and for applicable dependents, after one thousand forty (1,040) hours of work.

8. Part-time positions shall not be used to displace full-time employees. Full-time Maintenance Seniority Unit employees on lay-off shall have first preference for any part-time vacancies and shall retain their wage rate while so employed as well as recall rights.

9. The Authority's right to use part-time Maintenance employees shall terminate if repeated violations of the limitations contained in this section occur, and continue to occur following written notice of the nature and approximate dates of such violations, delivered to the General Manager of the Authority by the Union. If a bona fide dispute arises concerning the occurrence of such violations alleged to have been repeated, the matter may be submitted directly to arbitration at the request of either party, pursuant to the applicable terms of this agreement.

Section 3.19. ASE Certification

1. Any employee employed in the classification of Class A Mechanic, who holds a bid job as Class A Mechanic Running Repairs, Class A Mechanic PM Inspections, Class A Mechanic Heavy Repair, Class A Mechanic HVAC, or Class A Mechanic Body Repair, may, if he/she wishes, take the examination(s) and become certified in any of the following ASE Medium/Heavy Truck Certifications: Body Repair, Diesel Engines, Drive Train, Brakes, Suspensions & Steering, Electrical/Electronic Systems, HVAC, or PM Inspection. In the event such employee passes the required examination(s) and receives such certification, the Authority shall reimburse the employee for the cost of the examination and certification. The employee shall be responsible for providing the Authority with evidence of receipt of the certification and a receipt for the examination/certification fee prior to reimbursement.
2. A Class a Mechanic – running repairs, Class A Mechanic – PM Inspections, Class A Mechanic – Heavy Repair, or Class A Mechaic – HVAC who receives and ASE Medium/Heavy Truck Certification in Diesel Engines, Drive Train, HVAC, or PM Inspection, shall receive a premium of 25¢ per hour for each hour worked for each such certification, up to a maximum of \$1.00 per hour.
3. A Class A Mechanic – Body Repair who receives an ASE Medium/Heavy Truck Certification in Body Repair,

Suspensions & Steering, Electrical/Electronic Systems, or PM Inspection, shall receive a premium of 25¢ per hour for each hour worked for each such certification, up to a maximum of \$1.00 per hour.

4. An employee who becomes entitled to receive the premium provided in paragraph 2 or 3 shall retain such premium as long as he/she maintains the ASE certification and so long as he/she remains in the appropriate bid job, but shall lose the premium pay if his/her certification lapses or if he/she transfers to a bid job where no such premium is applicable.
5. ASE Certification shall not be the basis for determining job qualifications, nor shall ASE certification be a job requirement.

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.

Section 4.3. Days Off - Workweek - Workday.

Employees in this Unit shall be allowed off without pay two (2) days in each calendar week, such two (2) days off to be consecutive insofar as is reasonably possible; provided, that employees may be required to work their days off when needed to perform necessary Authority business, unless sickness or injury prevents them from doing so.

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

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

Eight (8) hours shall constitute a workday, unless the employee is assigned a ten- (10) hour workday job, and forty (40) hours shall constitute a workweek.

Existing straight shifts will not be hereafter split, except that new

positions may contain splits; such as combining two part-time positions into one.

Section 4.4. Bidding - Abandoning Jobs.

A temporary job opening due to sickness, injury or leave of absence in this Seniority Unit may be filled for a period of up to six (6) months without resorting to the bidding procedure.

When a job vacancy is to be filled (except temporarily as noted above), or an opening is created by a new job, notice of such vacancy or opening, with the job description and rate applicable thereto, will, within three (3) workdays after such vacancy or opening occurs, be posted on the bulletin board of the Seniority Unit affected for a period of not less than three (3) workdays (Saturdays, Sundays and holidays excepted). If a job vacancy is not to be filled, a notice will, within three (3) workdays after such vacancy occurs, be posted on the bulletin board within the Seniority Unit affected, to the effect that the job is being abandoned and the reason for such abandonment. Any employee desiring to bid on a posted job must have completed a probationary period of forty-four (44) days actually worked to be eligible to bid, and shall submit his bid in writing within said three (3) workdays. The bidder with the greatest seniority in his Seniority Unit, who is qualified, will be assigned the job as soon as possible. If a posted job is not bid by a qualified employee, the Authority may consider awarding a trial period to the employee whose qualifications are closest to the requirements and job description. Ability and merit being sufficient, seniority shall prevail in determining those eligible for the trial period. The trial period shall consist of twenty (20) days actually worked. For the purpose of this section only, a minimum of five (5) hours shall constitute a day's work. An employee who is awarded a trial period will be assigned at his existing wage rate, unless the employee is bidding for a lower-rated job, in which case he will be immediately assigned at the rate of the lower job. The Authority will attempt in good faith to qualify the employee for the job at the earliest possible date. If at the end of the trial period the employee is unable to qualify, the trial period may be extended with the consent of management and the union, or the employee may be returned to his former job, providing it has not been filled by an employee of greater seniority. If the former job has been so filled, the disqualified employee shall not be permitted to exercise his unit seniority to bump any job of a rate classification higher than that of his original job in his own Seniority Unit.

Job dispositions will be posted within seven (7) days (Saturdays,

Sundays and holidays excluded) after the date that the bids are closed.

In the event a posted job is not bid by a qualified employee or is not bid by an employee qualified for a trial period, the Authority may offer the job to the employee in the Seniority Unit affected deemed by it to be best qualified and if he accepts will train him, if required, at the schedule of step rates, and when he is reasonably qualified, assign him to the job at the job rate; or the Authority may fill the job with a new employee. Prior to hiring a new employee a former employee will be called back in accordance with Section 1.16.

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

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

Employees will not be encouraged or discouraged in bidding or not bidding on a job by any representative of the Authority or Union. Employees to whom open or new jobs are assigned will be permitted to make the change without unreasonable delay. The successful bidder on all jobs will be assigned to the job within four (4) weeks or allowed the rate of the job bid, plus the employee shall receive fifty cents (\$.50) per hour premium pay for each hour held on the previous job.

Employees shall have the right to bid on any open job posted in their Seniority Unit.

Section 4.5. Coffee Breaks - Meals.

Employees shall be allowed two (2) fifteen (15) minute coffee breaks each workday.

Employees shall be paid meal allowances as follows:

- (a) Employees who are required to work two and one-half hours (2½) or more following their regular shift shall be paid a meal allowance of Five Dollars (\$5.00).
- (b) Employees who are required to work five (5) hours or more on their days off shall be paid a meal allowance of Five Dollars (\$5.00).

Such meals shall be eaten on the employees' own time.

Section 4.6. Holidays.

(a) If mutually agreeable between the Authority and the employee, the employee may be permitted to take an additional day off in place of Holiday Allowance pay when a Holiday occurs during his vacation period if entitled to a Holiday Allowance pursuant to the provisions of Section 1.21.

(b) If the holiday falls on a regularly assigned day off, the employee is automatically off on that day.

(c) An employee working a regular job, who has Sunday as a regularly assigned day off, will be off on the Holiday, due to the Sunday schedule being operated, unless needed for proper operation, in which event they will be assigned as hereinafter provided in their Seniority Unit in the following order:

1. Regularly assigned day to work.
2. Volunteers to work from top of Seniority List down.
3. Drafted to work from bottom of Seniority List up.

Section 4.7. Training Premium.

When an employee is assigned to instruct a trainee, he shall be allowed instructing pay of one dollar (\$1.00) an hour for such instructing work. In the event more than one person is assigned to instruct the trainee, instructing pay will be divided equitably among those employees.

Section 4.8. Part-Time Office Clerical Employees.

Both the Authority and the Union believe that the use of part-time employees in the Office Clerical Seniority Unit may eliminate or alleviate certain problems now encountered by the Authority, but the Union is concerned that the use of part-time employees may be abused and result in the elimination of bona fide employment opportunities for full-time employees. Therefore, it is agreed that the use of part-time employees under this section shall be discontinued at any time after a one-year trial period (beginning when the first part-time employee reports for work) if it is determined that:

- (1) The Authority is using such part-time employees in violation of this Section and such violation is not immediately corrected upon written notice to the Authority by the Union, or
- (2) Notwithstanding any specific provisions of this Section, the Authority is acting in bad faith in the use of part-time employees.

Subject to the above restrictions, the Authority may employ part-time employees in the Office Clerical Seniority Unit under the following terms and conditions:

Any dispute in regard to the facts relating to the above reasons for discontinuing the use of part-time employees may be submitted by the Union to arbitration under the provisions of Section 1.13 of the contract between the parties.

- (1) Such employees may be scheduled for twelve (12) to twenty-four (24) hours per week and such schedules may be changed from time to time without rebidding the job unless the hours are increased for four (4) weeks or by five (5) hours or more per week, or there is a change in days off, or a change of one hour or more in the shift's starting time.
- (2) Such jobs shall be posted for bid, and the bid notice shall contain all the information contained in a bid notice for a full-time job, including holiday assignments.

Full-time employees shall be eligible to bid on such jobs and, if accepted, shall not lose their status as employees hired on or before November 15, 1977 (unless actually hired after that date) but shall otherwise become part-time employees.

(3) The wage rate for such jobs shall be the hourly wage rate provided by the contract for such jobs on a full-time basis. If such position is held by an employee hired prior to November 15, 1977, the wage rate shall be the rate paid those employees (in that classification) hired on or before November 15, 1977.

(4) The total number of regular hours scheduled per week for part-time employees shall not exceed sixty percent (60%) of the regular hours scheduled per week for full-time employees, including vacation and sick leave, in the Office Clerical Seniority Unit. Part-time employees may work regular eight (8) hour shifts at the regular eight (8) hour rate of pay during their initial training period.

(5) Part-time employees shall accumulate seniority, and eligibility for all other benefits based on length of service, on the basis of actual hours paid. Eight (8) hours paid shall equal one day's seniority but for computations of more than one week, forty (40) hours shall equal seven (7) days seniority. (For example, two thousand eighty (2,080) paid hours will equal one year's seniority.)

The probationary period for part-time Office Clerical employees shall be three hundred fifty (350) hours actually worked. Upon completion of the probationary period, part-time Office Clerical employees shall be covered by the discipline, grievance and arbitration provisions of the Agreement. If a part-time Office Clerical employee is promoted to full-time before the completion of his probationary period, he shall serve the remainder of his probationary period as a full-time employee, and may then be subject to a twenty (20) day trial period.

(6) Part-time employees shall be subject to the Union security provisions of the contract.

(7) Part-time employees shall be guaranteed a minimum of four (4) hours work for each day they work.

(8) Part-time employees will be paid overtime at the rate of time and one-half their regular straight time hourly rate for all hours worked outside their scheduled work week, but any such overtime shall first be offered to available full-time employees, except where the overtime work is to finish a project requiring one hour or less or where a call-out of a regular full-time

employee would be required.

(9) Part-time employees will be offered fringe benefits on the basis of fifty percent (50%) of those provided for the first year full-time employees. Those employees hired prior to November 15, 1977, who are awarded a part-time position will be offered fringe benefits on the basis of fifty percent (50%) of those benefits provided to regular employees hired prior to November 15, 1977. If available to such employees under the terms of the existing policies, full benefits will be offered with the employee to pay fifty percent (50%) of the cost. Where such benefits are not available the Authority assumes no obligation to purchase special insurance policies. If the trustees of the pension plan allow participation by part-time employees, the Authority and the employee shall make such contributions as directed by the trustees.

Part-time employees shall receive free transportation, on the Authority buses for themselves only at the time of hire and for applicable dependents, after one thousand forty (1,040) hours of work.

(10) Part-time employees may bid on full-time jobs on the same basis as full-time employees.

(11) Part-time positions shall not be used to displace full-time employees. When the schedules of two (2) part-time employees can be combined to create a full-time position this will be done if it is reasonably possible consistent with the other provisions of this Section. In order to accomplish this objective a job or jobs may be established requiring an employee to work in two or more classifications during a workweek. Such employee shall receive the rate(s) of pay for the work actually performed.

(12) In the event that questions arise with regard to benefits of part-time employees, their utilization, relationship with full-time employees or application of any portion of the contract, it is agreed that the President of the Union, or his representative, and the General Manager of the Authority, or his representative, will meet at the request of either party to resolve such questions on a fair and equitable basis for all concerned as soon as possible.

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.

Section 5.5. General Provisions.

Except as otherwise provided in this Article, the provisions of Article I, Sections 1.1 through 1.45 of this Agreement shall be applicable to Small Transit Vehicle Operators.

Section 5.6. Overtime.

Overtime for Small Transit Vehicle Operators shall be paid for all hours worked in excess of eight (8) hours per day, at the rate of time and one-half the employee's hourly rate. There shall be no pyramiding of overtime pay.

Section 5.7. Eight (8) Hour Guarantee.

Employees in this classification who are assigned to a regular run shall work eight (8) hours per day and five (5) days per week at their regular straight hourly rate of pay, as provided in this Agreement.

Section 5.8. Minimum Guarantee.

The minimum guarantee provided by Section 2.3 of this agreement shall apply to Small Transit Vehicle Operators.

Section 5.9. Spread Penalties.

The spread penalties provided by Section 2.7(c) of this agreement shall be applicable to Small Transit Vehicle Operators.

Section 5.10. Markup.

The Union and the Authority shall develop markup and job selection procedures as established under Section 2.17 of this Agreement.

Section 5.11. Extra Board.

A separate extra board list will be maintained to provide additional fill-in operators for small transit vehicles. The Union and the Authority shall develop extra board procedures as established under Section 2.21 of this Agreement. Extra board operators shall be covered by the minimum guarantees set forth in Section 2.3 of the

Agreement.

(a) The weekday procedure for assigning open small bus runs by bus operator assignment and classification type is as follows:

1. Active small bus extra board operators. Although, on weekends, active small bus extra board and part-time small bus operators will be considered concurrently, depending upon board capacity and assignment availability.

work list. 2. Active small bus revolving

3. RDO small bus extra board.

list. 4. RDO small bus revolving work

5. Active large bus extra board.

6. RDO large bus extra board.

list. 7. RDO large bus revolving work

(b) The weekday and weekend procedure for assigning open small bus extras by bus operator assignment and classification type is as follows:

1. Active small bus extra board and part-time small bus operators considered concurrently depending upon board capacity and work availability.

work list. 2. Active small bus revolving

board. 3. RDO small bus extra

work list. 4. RDO small bus revolving

board. 5. Active large bus extra

6. Active large bus revolving work list.
work list.

7. RDO large bus extra board.
board.

8. RDO large bus revolving work list.
work list.

(c) These procedures recognize the seniority rights of the full-time small bus operators for overtime considerations and are consistent with current large bus extra board and overflow practices.

The small bus extra board may be used as backup for covering open MetroFlex work assignments, except part-time MetroFlex operators will be the first used as the back-up.

A separate vacation board comprised of operators of the small transit vehicle seniority unit will be maintained for the purpose of working small bus and MetroFlex vacation runs. Section 2.17, Rule #7 of the Agreement will apply to the small bus bi-weekly vacation run mark-up process. The number of small bus vacation board assignments will be determined on a quarterly basis to coincide with the beginning of mark-up, and will be commensurate with the weekly average of small bus and MetroFlex operators on vacation for the relevant quarter.

Section 5.12. Wage Rates.

The wage rate for the Small Transit Vehicle Operator shall be seventy-five percent (75%) of the Top Operator's Rate for employees after one (1) year of service. The hiring-in rate for Small Transit Vehicle Operators shall be sixty-five percent (65%) of the Top Operator's rate and after six (6) months of service the Small Transit Vehicle Operator shall receive seventy percent (70%) of the Top Operator's rate. The above shall prevail over the progression rates set forth in Section 8.5 of this Agreement.

Section 5.13. Maintenance of Small Transit Vehicles.

The Authority's present Maintenance Seniority Unit shall and service small transit vehicles as defined in this Agreement.

Section 5.14. Restrictions on Small Transit Vehicles and MetroFlex.

Small transit and MetroFlex vehicles may operate anywhere in the system. No employee shall be laid off or demoted as a result of conversion from large bus to small bus or MetroFlex vehicles, or conversion from small transit to MetroFlex vehicles.

Those operators hired prior to January 1, 1997, who had sufficient seniority to select a large bus assignment at the January 1, 1997 markup (regardless of whether they actually selected a large or small bus assignment on that date) will continue to be paid the top operator rate, regardless of the vehicle operated, if they involuntarily select or are required to operate a small bus or MetroFlex vehicle as a result of conversion from large bus to small bus or MetroFlex vehicles. Those operators hired prior to January 1, 1997 who had sufficient seniority to select a small transit vehicle assignment at the January 1, 1997 markup (regardless of the vehicle actually selected on that date) will continue to be paid no less than the small transit vehicle operator rate if they involuntarily select or are required to

operate a MetroFlex vehicle. These operators will be protected employees who, for the remainder of their employment at the KCATA, cannot be paid less than the specified rate as a result of conversion.

An operator's status in the protected group shall survive the expiration of this and subsequent collective bargaining agreements. The above protected status does not apply in the event of layoffs not caused by attrition. Except where protected by this Section, the operator's rate of pay is determined by the type of vehicle selected. Operators who are in the protected class pursuant to this provision will be listed in a side letter agreement between the parties. The parties will enter into a side letter agreement concerning the calculation of the number of protected assignments and the selection of small transit vehicles and MetroFlex vehicles by protected employees according to seniority.

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
MetroFlex

Section 6.1

MetroFlex vehicles 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 – MetroFlex Vehicle

The MetroFlex vehicle to be used will be a modified van with a maximum seating capacity of 13.

Section 6.3 Definition – MetroFlex Operator

The MetroFlex operator shall be deemed to be any employee whose duty is the operation of the MetroFlex 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 MetroFlex Operators with the following exceptions or modifications:

- (a) Under Section 1.20 – Pension, KCATA shall pay all full-time employee and employer contributions.
- (b) 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 MetroFlex operators shall be allowed to work part-time only on MetroFlex routes, including holidays.
- (c) Under Section 1.22 – Insurance, KCATA agrees to pay the full cost of health and dental insurance for full-time MetroFlex operators only. Article II provisions of this Agreement shall apply to the employees operating MetroFlex service except where this Article specifically otherwise provides.

Section 6.5 Wages and Other Benefits

The wage rate for full and part-time employees will be 55% of the top operator rate provided by this Agreement. The 55% wage rate applies to MetroFlex operators at all levels of seniority.

Should any MetroFlex Operator move to another operator position, all work time shall count towards wage progression. The part-time MetroFlex employees shall be guaranteed 25 hours per week and will not be paid more than 35 hours per week.

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

Section 1.21 prescribes holiday pay for part-time operators.

Section 7.4. Number of Part-Time Operators.

The total number of part-time operators shall not exceed thirty percent (30%) 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 operator hours and the number of part-time operator hours.

Section 7.5. Assignment.

Part-time operators may be assigned only to:

- (a) "Extras" (a scheduled piece of work which is not made into a regular run). For purposes of this Section the 10 percent limitation of Section 2.2 will not apply;
- (b) Replacement of regular operators who are absent on Saturday or Sunday;
- (c) Pieces of work which do not exceed two (2) hours of platform time;
- (d) "Ball Extras" and "Charters".
- (e) Holidays as set forth in Section 1.21, subsection (g); and
- (f) "Made up runs." Pieces of work which do not exceed two (2) hours of platform time may be combined into a "made up run" if agreed to between the Authority and the Union prior to each operator mark-up. Made up runs shall be selected as provided for in Transportation Bulletin No. 65-84.

Section 7.6. Preference for Vacancies.

Full-time operators on lay-off shall have first preference for any part-time vacancies and shall retain their wage rate while so employed as well as recall rights to full-time operator positions.

Section 7.7. Lay-Off of Full-Time Operators.

(a) It is the general understanding of the parties that full-time operators shall not be laid-off for the purpose of providing work for part-time operators. To accomplish this objective it is agreed that no part-time operator shall be used while a full-time operator is on lay-off except when a lay-off would have occurred independent of the use of part-time operators.

(b) Future changes in service and attrition will be handled as follows: (1) if full-time operators are on lay-off, they will be called back as attrition occurs; (2) if service reductions are anticipated, attrition which occurred during the previous quarter, should be utilized to offset lay-off; (3) if service increases, operators on lay-off will be called back first; (4) when all full-time operators are actively employed, attrition may be utilized in compliance with the provisions of this Article. Attrition used to create part-time positions may not be used again to create Small Transit Vehicle Operator positions.

Section 7.8. Wage Rate, Progression and Probationary Period.

Part-time operators shall receive the same hourly rate as full-time operators except that two thousand eighty (2,080) hours of work shall constitute a year's work for purposes of advancement in the wage progression. Operators laid-off from regular full-time employment who are assigned to part-time operator positions shall progress at a rate equivalent to their cumulative hours worked as both part-time and full-time operators. Such operators shall progress to the next level of pay at their anniversary date, upon accrual of two thousand eighty (2,080) combined work hours. If an operator has failed to accumulate two thousand eighty (2,080) work hours at the anniversary date, then he shall receive his rate increase at the time he has attained a combined total of two thousand eighty (2,080) hours worked. In no event shall any operator progress to the next level of pay prior to the anniversary date.

The probationary period for part-time operators shall be three-hundred-fifty (350) work hours. Upon completion of the probationary period, part-time operators shall be covered by the discipline, grievance and arbitration provisions of this Agreement.

Section 7.9. Union Security and Check-Off.

Part-time operators shall be subject to the Union security and check-off provisions of this Agreement on a non-discriminatory basis.

Section 7.10. Guarantees And Uniforms.

Part-time operators shall be paid for all time during which they are required by the Authority to perform any duties, and shall be guaranteed a minimum of two (2) hours of work or pay for each call-in. Part-time operators shall receive a uniform allowance as provided for other operators after one thousand forty (1,040) hours of work. Subsequent allowances will be paid after the part-time operator has worked an additional one thousand forty (1,040) hours and an additional year of service. In no event shall a uniform allowance be paid in less than one (1) year from the last date of this allowance. Part-time operators shall receive free transportation on Authority buses for themselves only, at the time of hire, and for applicable dependents, after one thousand forty (1,040) hours of work. No other guarantees, allowances or penalty payments, except time and one-half for all hours worked in excess of eight (8) in a workday, shall be applicable to part-time operators, except as specified in Section 1.5, Section 1.17, Section 1.18 (d), Section 1.18(f), Section 1.21(g), Section 1.23, Section 1.37, Section 1.38, Section 2.5 and Section 2.26.

Section 7.11. Accrual of Seniority.

Part-time bus operators will accrue seniority within the part-time unit, immediately upon completion of their probationary period. Part-time bus operators, who apply, will be promoted to full-time positions based on their seniority provided that their attendance point total is seventy-five (75) or less. Part-time hours worked shall determine the beginning full-time wage rate. Part-time bus operators who have worked less than a full year's progression, when promoted to full-time, shall progress on the basis of full-time service. However, a part-time operator who has reached 100 hours or less from a full year's progression, will be allowed to serve the balance of that year's progression as a full-time operator. Thereafter, wages shall progress based on full-time service.

Rules governing the selection of part-time assignments shall be as set forth in Transportation Bulletin No. 65-84, dated August 12, 1984. The procedures and rules will not be changed, modified or altered during the term of this Agreement, except by mutual consent of the Authority and Local No. 1287.

Section 7.12. Contract Coverage.

Part-time operators shall not be covered by any other

provisions of the contract unless specific coverage is provided in this Article.

Section 7.13. Violations of Part-Time Provisions.

For each violation of the part-time provisions, the Authority shall:

- (1) Promote one (1) part-time operator full-time status.
- (2) Compensate the full-time operator who was affected by such violation.
- (3) Pay the full-time operator affected by such violation, an additional eight hours of pay at the top operator's rate, if violations occur within ten (10) working days prior to the effective date of the markup.

The provisions of this section shall be implemented within seven (7) working days after the violation has been brought to the attention of the Authority.

Section 7.14. Loss of Authority's Right to Use.

The Authority's right to use part-time operators shall terminate if repeated violations of the limitations contained in this Article occur, and continue to occur following written notice of the nature and approximate dates of such violations, delivered to the General Manager of the Authority by the Union. If a bona fide dispute arises concerning the occurrence of such violations alleged to have been repeated, the matter may be submitted directly to arbitration at the request of either party, pursuant to the applicable terms of this Agreement.

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</u>	<u>Operator</u>
<u>Date</u>	<u>Rate</u>

1/1/2005	\$19.730
1/1/2006	\$20.026
7/1/2006	\$20.326
1/1/2007	\$20.631
7/1/2007	\$20.940

Section 8.2. Cost of Living Allowance.

The COLA provision is not applicable to the terms of this agreement through December 31, 2007. 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).

Each quarterly increase payable to operators shall be subject to a maximum of ten cents (\$.10) per hour effective January 1, 1988 and January 1, 1989. If the CPI produces an increase in excess of the maximum payable in any quarter during the term of this Agreement, that excess shall be carried forward to the next and subsequent quarters payable within that calendar year on the same basis as the minimum set forth above subject to the same limitations.

The cost of living adjustment shall be used in the computation of straight time, overtime, and all other allowances in the same manner as the basic hourly rate is used in such computation.

Section 8.3. Wage Rate and Cost of Living Allowance for Other Employees.

All other employees covered by this Agreement, except as otherwise specified, shall receive a percentage of the general wage increases specified in Section 8.1 and the cost of living allowance specified in Section 8.2 based upon the percentage relationship that their job bears to the top operator rate. The percentage relationship of all jobs to the top operator rate is set forth below. 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>TRANSPORTATION</u>	
Bus Operator	100%
Zone and Sign Painter	100%
Small Bus Operator	75%
MetroFlex Operator	55%
<u>FACILITIES MAINTENANCE</u>	
Lead (\$.25 per hour)	
Technician	115%
Facilities Maintenance Mechanic Welder	111%
Class "A" Mechanic Plumber	110%
Construction Mechanic	110%
Facilities Equipment Mechanic	110%
Facilities Class "A" Serviceworker	90%

Facilities Serviceworker 72%

VEHICLE MAINTENANCE

Lead (\$.25 per hour)

Class "A" Mechanic 110%

Bench and AC Job 111%

Machinist 111%

Class "A" Body Mechanic 110%

Stockworker 101%

Trainee Stockworker - See Section 3.15 (B) For Rate

Mechanic Trainee - See Section 3.15 (A) For Rate

Revenue Equipment Repairer 98%

Mark□Out Hostler Serviceworker 95%

Fueler and Oiler Serviceworker 95%

Brake, Battery and Miscellaneous Serviceworker 95%

Class "A" Serviceworker 90%

Body and Brake Overhaul 93%

Class "B" Serviceworker 75%

PERCENTAGE
RELATIONSHIP
TO OPERATOR

JOB CLASSIFICATION

OFFICE-CLERICAL

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%
<u>OFFICE CLERICAL</u>	
Receptionist/Lost Article Clerk	84.3%
Receptionist/PBX Operator	84.3%
Information Agent/PBX Operator	84.3%
Information Serviceworker	85.6%
General Accounting/Mail Clerk	87.3%
General Utility Clerk II	87.3%
Fixed Assets Clerk	87.3%
Accounts Payable Clerk	95.5%
Printing and Stationery Clerk	95.5%
Lead Payroll Clerk	95.5%
Insurance Clerk	95.5%
Statistical and General Service Clerk	95.5%
Statistical and Inventory Control Clerk	95.5%
Statistical and Route Schedule Clerk	95.5%

Statistical Clerk I and II	95.5%
General Ledger Clerk	98.5%

Section 8.5. Progressive Rates for New Employees.

Employees shall receive seventy percent (70%) of their job classification rates in their first year of employment, eighty percent (80%) in their second year of employment, ninety percent (90%) in their third year of employment, and one hundred percent (100%) thereafter. Employees temporarily transferred or employees bidding on new job assignments, shall be paid at the percentage rate computed on the basis of their employment date.

Section 8.6. Effective Dates.

Increases specified in this Article shall be effective on the date stated in Section 8.1.

Section 8.7. New Job Classifications or Positions.

New job classifications or positions may be established by the Authority from time to time when necessary to provide needed public service unforeseen at the time this Agreement was made, and when that necessity is so immediate that it cannot be delayed for negotiation, subject, however, to the following two conditions: (1) that the description of the new job classification or position and the wages, hours or working conditions pertaining thereto shall be promptly filed by the Authority with the Union and, if any objection is made to the wages, hours or working conditions thereof and such objections are not promptly cleared by negotiation between the parties, the Union may present those issues to arbitration pursuant to Section 1.14; and (2) that the establishment of such new job classification or position shall not be for a purpose or in a manner contrary to Section 1.31 of Article I of this Agreement, nor shall such new job classification or position affect the wages, overtime payments, established hours or working conditions of any present job classification or position as provided in this Agreement.

A set of job descriptions, which are mutually agreed upon between the Authority and the Union, describing all job classifications in the Office □ Clerical Seniority Unit specified in this Article shall be printed separate from this

Agreement and kept up to date. These will be used as the basis for describing jobs in posting notices of positions open for bids and shall be considered a part of this Agreement. A copy of these job descriptions shall be furnished to the Union.

Section 8.8. Retroactive Pay.

All non-probationary full-time and part-time employees, on the payroll as of August 10, 2005, shall be entitled to retroactive pay for the wage differential in section 8.1, for time paid between January 2, 2005, and the date the wage increase is implemented. No employee who has been terminated prior to August 10, 2005, shall be entitled to retroactive pay. Employees who retired prior to August 10, 2005, shall be entitled to the wage differential for time worked between January 2, 2005, and August 10, 2005.

The Authority agrees to list the employee's hourly wage and accumulated vacation and sick time on the pay stub if and when it is able to do so with reasonable accuracy.

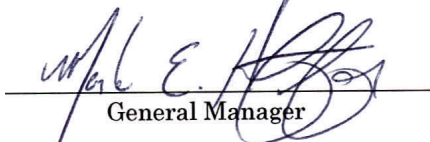
IN WITNESS WHEREOF, Division 1287, Amalgamated Transit Union (affiliated with the AFL-CIO), party of the first part hereto, being duly authorized so to do, has caused this instrument to be executed by its President and its seal to be hereunto affixed and attested by its Secretary, and Kansas City Area Transportation Authority, party of the second part hereto, being likewise duly authorized so to do, has caused this instrument to be executed by its General Manager and its seal to be hereunto affixed and attested by its Secretary.


LOCAL 1287,
AMALGAMATED TRANSIT UNION
(Affiliated with the AFL-CIO)

By:  Date: August 26, 2005
President

By:  Date: August 26, 2005
Secretary

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By:  Date: August 26, 2005
General Manager

By:  Date: August 26, 2005
Secretary

