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2001 - 2007

GENERAL LABOR AGREEMENT

Between



1,100
employees

1/16/02

**MILWAUKEE TRANSPORT
SERVICES, INC.**

and the
(general
labor unit)

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**MILWAUKEE, WISCONSIN
GENERAL LABOR AGREEMENT**

This agreement entered into this 10th day of August, 2001 by and between Milwaukee Transport Services, Inc., its successors and assigns, party of the first part, hereinafter called the "Company", and the Amalgamated Transit Union, Local 998, party of the second part, hereinafter called the "Union".

WITNESSETH:

ARTICLE I — OBJECT

1.01 It is recognized that the welfare of the members of the Union depends upon the welfare of the Company, which, in turn, is dependent upon the good will and patronage of the community served. Since these mutual advantages can be gained only by giving the highest type of service, the Union agrees to exert every effort to raise the standards of ability and efficiency of its members, in order that these members may become more proficient in their operations and to make the service more desirable and attractive to the public. The Company agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among all of the Company's employees.

1.02 It is recognized that the Company and its employees are obligated to perform essential public services, and this service must be continuously performed to the fullest extent. If, for any reason, performance of duties involves undue difficulties, members of the Union will not cease work but will take up the matter immediately in an orderly way as provided for in the agreement.

ARTICLE II — RECOGNITION

2.01 The Company and the Union pledge and agree to comply to the best of their abilities with every applicable law or provision restricting discrimination in employment or membership opportunities because of race, creed, color, sex, age, national origin, or handicap.

2.02 The employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all employees within the job classification and units covered by this agreement.

2.03 All present employees covered by this agreement who are also members of the Union on the effective date of this provision shall remain members in good standing as a condition of employment. All present employees who are not members of the Union on the effective date of this provision, and all employees who are hired hereafter, shall become and remain members of the Union in good standing as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this provision, whichever is the later. Union membership as used above, shall be defined

2.03 continued

as meeting the minimum legally enforceable obligation of financial core membership, as that term is used under the National Labor Relations Act.

2.04 This provision shall not become effective any earlier or to any greater extent than permitted under applicable state law, and only after the requirements of state law, if any, are met.

2.05 Except as otherwise expressly provided in this agreement, the Company reserves to itself the exclusive right to determine who and how many persons it will employ, the manner in which they shall do their work, the way they shall deport themselves while on the Company's property, and the character of organization required for the most effective performance of the work. Employment shall be on the basis of qualifications and in accordance with the Company's selection procedures and standards; but the persons employed, if not members of the Union, shall become members.

New employees shall serve a probationary period of not more than 120 calendar days, exclusive of sick leave, after completion of the training period. During such probationary period, the Company may terminate any such probationary employee for failure to qualify for the position for which they were hired. No new hire shall be allowed to bid on a posted job during the probationary period. During the first thirty (30) calendar days of the new hire's probationary period they shall not have access of the grievance procedure.

ARTICLE III — UNION BUSINESS

3.01 The officials of the Union who may be called upon to transact business for the Union and the Directors of the 998 Credit Union who may be called upon to transact business for the Credit Union which requires their absence from duty with the Company, shall, upon application to their immediate department head of the Company, be allowed to be absent themselves for a sufficient time to transact such business. A list of officers and directors of the Union and the Credit Union is to be furnished to the Company. The number of such officers and directors of the Union who shall be absent from the Company's employ shall be restricted to such number as will not interfere with the operations of the Company and in no event more than twelve (12) unless agreed to by the Company.

It is further agreed that members of the Union who may be elected or appointed to an office of Local 998, its International Union, Local, State or National AFL-CIO bodies, or as office manager of 998 Credit Union, that requires leave of absence from duty with the Company, shall, upon leaving such office, be eligible to be reinstated to their former position, including all of their seniority rights and other rights (including pension) then common to other employees, providing that they are then qualified to return to work.

3.02 Any employees who find it necessary to discuss Union business among themselves or with their steward must do this outside of regular working hours. However, in an emergency, they may, upon application to their supervisor, punch out of their job until their business is completed. The number of such employees and the length of discussion shall be limited so as not to interfere with the operations of the Company.

ARTICLE IV — MANAGEMENT AND DISCIPLINE

4.01 The management and operation of the property are reserved by and shall be vested exclusively in the Company. It is mutually agreed that in the event that the Company shall at any time hereafter, sell, lease or abandon any portion of its business, those provisions of this agreement applicable to such portion shall terminate forthwith.

4.02 The right to discipline belongs to and remains with the Company, but any employee covered by this agreement shall have the right to be heard by the proper officials of the Company and to produce witnesses or officers of the Union on their behalf as to the truth of the charges preferred against them and finally, if the charges are not sustained, shall have their records cleared of such charges and, in case of any loss of wages, shall receive reimbursement for such loss.

4.03 Charges against any employee shall be specific and shall be called to the employee's attention within seventy-two (72) hours after notice of the alleged offense has been brought to the attention of the department head concerned. Saturdays, Sundays, holidays, and time off for sickness, etc., shall not be included in these seventy-two (72) hours.

4.04 Any employee accused of a rule violation or misconduct, by the general public, which necessitates immediate suspension from duty shall be suspended with pay pending investigation by the Company.

4.05 No disciplinary suspension shall impair the seniority rights of any member.

4.06 Members of the Union are not to be reprimanded within hearing of the public.

4.07 Any outside employment that interferes with the performance of an employee's Company occupation shall not be tolerated and may result in termination.

ARTICLE V — GRIEVANCE PROCEDURES

5.01 The term "Grievance" shall mean any dispute or difference of opinion between the Union or any employee covered by this contract and the Company as to the interpretation or application of any provisions of this agreement. In the event of any Grievance, there shall be an earnest effort made to settle or dispose of such matter promptly by negotiation between the appropriate designated Representatives of the Parties in the manner provided in this Grievance Procedure.

5.02 All such Grievances shall be presented in writing to the appropriate designated Representatives of the Party against whom it is made as soon as practicable after the action upon which the Grievance is based, but in no event later than ten (10) days. All Grievances not timely presented shall not be entitled to consideration by the Party to whom it is presented.

5.03 A duly presented Grievance shall be negotiated when necessary to reach a final decision in each of the following successive Steps between the duly designated and appropriate Representative specified in each Step:

First Step: Between the Company's Supervisor or Division Manager and the Union Steward for the appropriate Division in which the Grievance originated. In the case of a discharge grievance, between the Department Head or alternate, and the Union's Vice President or alternate.

Second Step: Between the Company's Department Head or alternate, and the Union's President or Alternate. Either party's Representative who negotiated the same Grievance in the First Step may participate. In the case of a discharge grievance, between the Director of Labor Relations or alternate, and the Union's Vice President or alternate.

Third Step: Between the Company's Director of Labor Relations or alternate, the Union's President or alternate, and such other Representative(s) as the Union may elect. In the case of a discharge grievance, between the Deputy Director or alternate, and the Union's President or alternate.

Fourth Step: Any grievance which has been negotiated through each applicable step of the grievance procedure and has not been finally settled or disposed of thereby, may be submitted to Arbitration as provided in Article VI hereof.

Unless otherwise mutually agreed, within ten (10) days after the filing of any Grievance or notice of appeal of any decision in Steps One, Two, and Three, the Parties shall meet for the purpose of processing such Grievance or Appeal, and the party against which the Grievance is made shall render its decision within five (5) days after the final meeting pertaining thereto. Failure of either party to meet or render its decision within the time specified on any properly filed Grievance or Appeal shall forfeit its case.

5.04 An appeal may be made from the decision in any Step by the Representatives of the Grievant at that Step notifying the Representatives of the Party making the decision at that Step. Such notice of appeal of a decision in Steps One and Two must be made within five (5) days after such decision was made. Notice of appeals on discharge cases from Step Two to Step Three must be made within five (5) days after the Second

5.04 continued

Step decision was made. All other Third Step decisions must be appealed within 40 days and must be in writing. If no appeal is taken from a decision made at any Step in the time and manner specified herein, such decision shall be final and binding with respect to such Grievance.

5.05 Within the meaning of this Article V, the times within which an action must be performed shall exclude the day on which the initiating event occurs and shall include the last day when such an action is, or is to be, performed, whichever occurs first. In no event, however, shall Saturdays, Sundays and holidays as specified in Article XIX, or other excused absences (except leaves of absence) be counted in determining the time within which an action is required.

5.06 At any and all Steps of the Grievance Procedure, the Grievants may be present, if they so elect.

ARTICLE VI — METHOD OF ARBITRATION

6.01 In the event of a failure to reach a mutually satisfactory adjustment of any difference relating to wages, hours and working conditions, which may arise respecting compliance with the terms and conditions of this contract, such differences shall be submitted to a single arbitrator from a panel of five arbitrators to be requested from the Federal Mediation and Conciliation Service. Either side may, once during each calendar year, exercise the option of dismissing an entire arbitration panel and request a new listing.

6.02 The selection of the single arbitrator from the five (5) member panel shall be by the process of the Company and Union each striking one name alternately. In the event the party so selected is unable or unwilling to serve, a new panel shall be requested as provided in Paragraph 6.01.

6.03 During the arbitration proceedings, there will be no strike or lockout. Either party desiring to arbitrate any case must notify the other in writing. Within six (6) working days after the receipt of such notice, the responding party must submit a request for an arbitration panel to the requesting party or forfeit its case. It is understood that this six (6) day period may be waived by mutual agreement.

6.04 Each party shall bear the expense of preparing and presenting its own case. The expense of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties to this agreement.

6.05 The Company and the Union agree that the decision of the arbitrator shall be binding on both parties.

6.06 The arbitrator shall render his or her award within thirty (30) calendar days after the date on which the record is closed. Any request for an extension by the arbitrator, Union, or Company will be honored.

ARTICLE VII — LEAVE OF ABSENCE

- 7.01 Employees of the Company may be granted a leave of absence for good and sufficient reasons such as a critical emergency family situation. Employees must complete an application for leave of absence request stating clearly the reason for the request and submit it to their department head for approval. Employees shall not be permitted to hold their seniority rating under a leave of absence longer than six (6) months, except that in case of sickness or accident off duty employees will retain their place on the seniority list for a maximum of one (1) year, providing that they are then certified by a Company selected physician or surgeon as physically able to return to work. This time may be extended beyond one (1) year when mutually agreed upon by the Union and the Company. The Company shall notify the Union in writing of all leaves of absence granted of thirty (30) days or longer.
- 7.02 Employees may request a parenting leave of absence of up to ten (10) weeks at the time of birth or adoption of an infant (0-12 months old). In the event that a medical disability was granted prior to the request for a leave without pay due to parenting, the total combined leaves, including the disability leave, shall not exceed ten (10) weeks. Request for parenting leaves of absence shall not be unreasonably denied.

ARTICLE VIII — BULLETIN BOARDS

- 8.01 The Company agrees to maintain Union bulletin boards in all the stations, garages, shops and departments where the Union is the collective bargaining agency. No materials shall be posted thereon, except notices of meetings, social occasions of employees and matters pertaining to Union business. All posted material shall be signed by an officer of the Union.

ARTICLE IX — DUES COLLECTORS

- 9.01 The Company agrees that the Union dues collectors shall be allowed to collect dues on the Company's property in such manner as not to interfere with the Company's business.

ARTICLE X — EMPLOYMENT

- 10.01 Except as otherwise specifically provided in the Contract, when a vacancy occurs or a new position is created in a job classification represented by the Union, the following shall apply:
 - (a) All employees shall be notified by bulletin at least five (5) days, excluding Saturdays, Sundays and holidays, prior to the time the position is to be permanently filled. The bulletin shall state the qualifications required for the position, time of scheduled working hours, and all other relevant facts pertaining thereto.

10.01 continued

- (b) For vacancies in the Maintenance Department, selection shall be made in the following manner:
 - (1) If there is more than one full-time applicant from the affected division, ability being sufficient, the position shall be filled on the basis of division seniority among the applying employees.
 - (2) If there are no qualified full-time applicants within the division, ability being sufficient and equal, the position shall be filled on the basis of departmental seniority among full-time employees applying from within the Maintenance Department.
 - (3) If there are no qualified full-time applicants within the department, ability being sufficient and equal, the position shall be filled on the basis of Company seniority of applying full-time and entry-level employees. Bus operators with less than one (1) year of Company seniority shall not be permitted to bid on a vacant or new position in the Maintenance Department.
 - (4) Materials Management Department employees with seniority dates in Materials Management prior to 4/1/87 shall maintain all Maintenance Department seniority rights from their original date of employment in the Maintenance Department for bidding purposes in the Maintenance Department.
 - (5) No lateral transfers shall be allowed within the Garage Division except at the time of the Annual General Garage Pick, and as provided for under Paragraph 10.06 (a). Following the Annual Pick, garage employees will be allowed one lateral transfer annually after implementation of the pick.
- (c) Full-time janitor vacancies in the Transportation Department, Garage Division and Building & Grounds Division will be filled on the basis of Company seniority of applying full-time and entry-level employees.
- (d) For vacancies in all other departments, selection shall be made in the following manner:
 - (1) If there is more than one full-time applicant from within the affected department (or division, if applicable), ability being sufficient, the position will be filled on the basis of group seniority among the applying full-time employees.
 - (2) If there are no qualified full-time applicants within the group, ability being sufficient and equal, the position will be filled on the basis of Company seniority of applying full-time and entry-level employees from other departments.

10.01 continued

- (e) The above paragraphs notwithstanding, when mutually agreed by the Company and the Union, preference will be given to an employee who cannot perform his regular job because of disability.
- (f) If after a probationary period of not less than thirty (30) nor more than sixty (60) working days, the employee is found incapable of holding the job, because of insufficient skill or ability or because of physical impairment, he shall revert to his former position and seniority. In the Transportation Department, such employee shall revert to the bottom of the day extra list until the next general pick.
- (g) Employees transferring from another department as provided herein, shall forfeit all rights to their former job and departmental (and/or divisional, if applicable) seniority except as noted in Paragraphs (e) and (f) above.
- (h) When a job is filled by a transfer from another group, notices to all departments shall specify the name, applicable seniority, and former group of the successful applicant.
- (i) Whenever the senior employees are denied the appointment, the reason for denial shall, if the employees so request, be made known to them.
- (j) Successful job applicants may cancel their job bid up to two (2) business days after the applicant is contacted and informed of the job award. Successful job applicants who cancel a job bid more than two (2) business days after contact, on more than one occasion in a one-year period, shall be excluded from bidding for six (6) months. This shall not apply to employees bidding on jobs from the Preferred Eligibility List, or those employees bidding on jobs because of loss of their CDL or 'p' endorsement on their CDL.

10.02 When new employees are required in any group under the jurisdiction of the Union, employees in any of these groups who have been laid off shall be given preference over outside applicants if they can qualify for the position.

10.03 When tests are required to determine qualifications, all applicants are required to report for their tests as directed. Failure to appear for such tests will be deemed a withdrawal from consideration.

10.04 In the event that the most qualified person refuses the award, the award shall be made to the next most qualified person.

10.05 (a) The relief person will receive the rate of pay of the relief position or their regular position, whichever is greater. Employees awarded relief positions after January 1, 1997, will be paid hours worked in the relief position. If they work in the relief position more than four (4) weeks in a year, then they shall be paid hours of their regular position.

10.05 continued

- (b) The relief person will maintain continuous seniority in their regular position. Upon elimination of the relief job, or if the employee voluntarily leaves the relief position, the employee will return without loss of previous seniority to their original division or department.
- (c) Employees may only hold one relief job at any given time.

10.06 Employees who are awarded posted temporary jobs due to training requirements or long term absences, will accrue seniority in their new division and will not accrue seniority in their previous division. Posted temporary jobs shall not exceed one (1) year, except by mutual agreement between the Company and Union.

- (a) Employees holding a temporary job will be permitted to bid on permanent jobs.
- (b) When the temporary job ends, employees will return to their original classification and division and the employee will retain accrued division seniority in the temporary division for a period of one year for job bidding purposes only. After one (1) year, seniority accrued in the temporary division is credited to the employee's original division.
- (c) If the employee's original position has been filled or eliminated, normal bumping procedure will be used to place the employee.
- (d) If the employee voluntarily leaves the temporary job, they will forfeit all seniority accrued in the temporary division.

ARTICLE XI —

11.01 *Left blank for future use.*

ARTICLE XII — GENERAL PROVISIONS

12.01 Employees who are transferred or promoted to any other position in the Company not covered by this Agreement, shall automatically be dropped from their respective seniority lists at the end of six (6) months from the date of the transfer or promotion.

In the event that said position is abolished or the employees are removed from such position for reasons which do not warrant discharge, it is agreed that the employees holding such positions shall be reinstated in their former department, except that all time elapsed during the period of transfer or promotion shall be deducted when computing departmental seniority.

Employees who run for or are elected to full-time political office shall automatically be dropped from their respective seniority list at the end of six (6) months from the date of leaving service. If the employee chooses to return

12.01 continued

to the Company after serving their initial term in elected full-time political office, for a period of three (3) months at the end of the term in office the employee shall be permitted to bid on an open position for which they are qualified. For job bidding purposes only, there shall be no loss of seniority including time served during the initial term in the elected full-time political office. All time elapsed during the period of the time in elected full-time political office shall be deducted when computing eligibility for fringe benefits.

- 12.02** (a) If, as a result of their employment by the Company, employees are required to report to the Claim Department, or attend a court hearing, inquest or other legal proceeding, the Company will release them from work, if necessary, for such appearance.
- (b) Pay for such appearance shall be according to the following:
- (1) If time is lost from the employee's regular work assignments, they shall be paid for all time lost, at their regular rate of pay.
- (2) If such appearance is outside the employees' regular work assignments, they shall be paid for all time so spent, or for two (2) hours, whichever is the greater, at their regular straight time rate. Time so paid shall not be included in spread premium calculations but will be included in overtime calculations.
- (3) The payments provided in (1) and (2) above shall be reduced by the amount of witness fees received, if any.
- (c) The payments provided in Paragraph (b) shall be made only if the employees present verification of the time spent in such attendance and the amount of witness fees received, if any, and further, only if they notify their station or supervisor upon release from such appearances of their availability to work.
- (d) If the appearance is required because the employees exceed the scope of their duties or performed unauthorized or illegal acts, no payment will be made.
- (e) Assignments of work before and after such appearance shall be in accordance with present practices.
- (f) In the application of this Paragraph 12.02, it is understood and agreed that reasonableness and good judgment shall be used.
- 12.03** All bonding costs are to be defrayed by the Company and are not to be deducted from wages.
- 12.04** The Company will furnish a felonious assault insurance policy with \$100,000 death, \$100,000 dismemberment and \$100,000 permanent total disability benefits for each employee. The Company will provide the Union with a current copy of said policy.

- 12.05** Employees are required to display their photo identification badge when on duty and when on Company property. Company to provide original and first replacement.
- 12.06** Electronic surveillance equipment presently used in the Information Center and garage service building camera equipment and anticipated equipment to be used for automatic vehicle location system will not be used as the sole basis for discipline. The only exception will be in the garage in the case of theft, vandalism or assault.
- 12.07** (a) When an employee is awarded a position off the handicapped list, they will receive the rate of pay of that position unless such rate of pay is lower than what they were previously receiving. If so, their previous rate of pay, with COLA, will be frozen until the rate of pay of the new position, with COLA, equals that of the previous position.
- (b) If after 12 months, the rate of pay of the previous position plus COLA still exceeds the rate of pay of the new position, then the PEL employee will be paid the rate of pay plus COLA of the new position. Employees in PEL positions or on the PEL list, as of 4-1-96, will not be affected.
- 12.08** The renewal cost of the Commercial Drivers License (CDL) shall be paid by the Company. This applies to all represented employees required to have a CDL.
- 12.09** Employees who are required to meet with management during non-scheduled work hours, for Company related business, shall be paid ten (10) minutes or actual time spent, whichever is greater, at the straight time rate. Such meetings shall be held in a timely manner.

**ARTICLE XIII —SPECIAL PROVISIONS AND WAGE RATES
FOR TRANSPORTATION DEPARTMENT EMPLOYEES**

Section A — Seniority of Operators

- 13.001** The seniority list of employees at each station is to be kept posted at such place.
- 13.002** Seniority as applied to all questions involving selection of work, vacation dates, etc., in the Transportation Department shall begin with the date of last employment in the Transportation Department.

Section B — Picking Runs and Days Off

- 13.003** (a) A general station selection of runs shall take place approximately every three (3) months or at anytime a considerable change is made in schedules.
- (b) A run which becomes vacant because of an interdepartmental transfer will not be considered an open run, but will become a hold run until completion of the transferring operator's probationary period, or the effective date of a new pick, whichever occurs first. If

13.003(b) continued

the transferring operator does not complete his probationary period and returns to bus operation before selection of a new general pick has started, he shall return to his original run. If a new pick has started, he shall be placed on the extra board at the position to which he is entitled by seniority. If the transferring operator has successfully completed his probationary period, his run shall then become open.

- (c) Runs shall be selected in order of seniority at a station. If any runs are not selected, these runs shall be assigned to the last operators, in seniority at the station involved, who qualify for a forty (40) hour per week pay guarantee.
- (d) Open runs shall be posted separately at the time of the hold pick. Operators from either the day or night extra board may select, in seniority order, to hold an open run and the regular off day group of that open run for the remainder of the pick. In the event an extra operator holds an open run as a result of a job transfer and the original operator returns to driving, the hold operator will be required to return to his or her originally picked extra board position and days off.

13.004 The stations will be notified by the Schedule Department one (1) week in advance of posting date for new schedules whenever new picks are to be held. Assignment of Work forms and time paddles for general picks shall be displayed by the time of the first pull out on Thursday prior to picking on them. Headway sheets will be furnished as soon as possible. If a line pick is mutually agreed upon between general picks, Assignment of Work forms and time paddles shall be displayed forty-eight (48) hours (exclusive of Sundays) prior to picking on them.

13.005 The Company shall furnish the Union and steward of the affected station with as many Assignment of Work forms and time paddles as are possible five (5) days prior to picking on them, and the rest shall be furnished not later than the time they are sent to the station. Headway sheets will also be furnished as soon as they are completed.

13.006 Supplementary schedules shall be posted for all dual picks at the general selection of runs.

Section C — Bulletin Board Procedure

13.007 All stations shall have a day and night list for extra operators. Both day and night boards shall be straight daily static boards.

13.008 Except for emergency the list of assignments for operators on the extra list for the next day shall be posted as early as possible with a late deadline of 4:00 p.m.

Operators who request information regarding their assignment over the telephone will be held responsible for the accuracy of the conversation.



13.009 (a) Operators off duty due to illness or injury shall notify the Company official in charge before 12:00 noon of their desire to be marked on duty for the following day. This notification shall be made by the employees themselves. Night operators becoming ill before their work assignment for that day shall notify the Company of their inability to work that day's assignment but may simultaneously indicate their intention to work their following day's assignment and shall not be signed off the following day.

(b) When required to get a doctor's release, if unable to contact the doctor by 12:00 noon, the operators may notify the station clerk of their desire to work and their expectation of securing a release. In such case they will be assigned work for the following day but must notify the bulletin clerk before 4:00 p.m. that they have secured a release from a doctor. If they fail to report that a release has been obtained, they will be signed off.

13.010 In assignment of extra work the designation "RUN" shall be considered to be a full day's work (regular or extra) assembled by the Schedule Department only. Should cases arise where other pieces of work totaled eight (8) hours or more for any one operator, such work shall not be considered a run either for the day or night list.

13.011 A "day" run shall be defined as any run finishing work before or including 8:30 p.m. All other runs shall be designated as "night" runs.

13.012 Extra operators shall be given equal opportunity to work available open runs (except those classified as hold runs) in accordance with accepted procedures of assignment.

13.013 When it is necessary to assign night work to the day board, such work will be assigned to the bottom of the day extra board. When it is necessary to assign day work to the night board, such work will be assigned to the top of the night extra board. No operator shall be permitted to lay off if it requires work to be transferred from one board to another. Work assigned to either the day or night list will be required to provide operators with a mandatory nine (9) hours rest.

(a) Night work assigned to the day board will be assigned by time-off with the last day position receiving the latest finishing work.

(b) Day work assigned to the night board will be assigned by time-off with the first night position receiving the earliest finishing work.

(c) Day operators with sixty (60) days of operator seniority (full-time plus entry-level seniority), may be assigned night work.

(d) If an extra operator receives an assignment which will not provide nine (9) hours rest, the operator will receive the next later finishing assignment that will provide nine (9) hours rest. In the case of a day operator for which there is no later day assignment to provide the operator with nine (9) hours rest, the operator will receive the closest earlier finishing assignment that will provide the required rest.

13.014 Transferring operators between day and night extra boards in the middle of picks:

- (a) An operator who volunteers to fill a vacancy on the other board, day to night or night to day, will be assigned to the position immediately following the least senior operator on that board.
- (b) An operator who is forced to fill a vacancy on the other board will be assigned to the highest position to which they are entitled by seniority.
- (c) Operators who are forced from one extra board to the other will be allowed to return to their originally picked position before newly promoted operators are assigned to that board.
- (d) Operators who were unable to select the other board at the time of the pick will be allowed to transfer before newly promoted operators are assigned to the board.

13.015 When regular or extra operators desire to lay off from a full run and work trippers instead, and request can be granted, they shall be given a combination of trippers. Bulletin clerks at all stations shall indicate by tab when an extra operator lays off or has partial lay-off.

13.016 Bulletin Boards are to be left intact until 7:30 a.m. the following day.

13.017 Regular off day groups are to be signed off in accordance with current accepted agreements.

13.018 Hold Jobs:

- (a) All hold jobs are to be picked with vacation picks. Such hold jobs are to be posted at 1:00 p.m. on Monday for following week and will include only those runs which have been open for seven (7) days on the day the list is prepared. No runs are to be added after the hold list is posted. Any operator losing picked run after signing choice on the selection sheet shall forfeit all rights to the remaining listed runs on the pick sheets. Deadline for vacation pick can be arranged for the individual stations.
- (b) When it is known, at the time that the hold list is prepared, that a regular operator will be off for an extended period (such as going to the hospital), the seven (7) day open requirement may be waived.
- (c) If a run becomes open during the vacation period due to an operator leaving service, such run shall be picked with vacation run until the next general pick.
- (d) When extra operators hold the runs of regular operators, they hold the work of that regular operator (or its equivalent) on weekdays, Saturdays, and Sundays, except that when extra operators hold a "work as ordered" run, they will retain their own respective seniority.

13.018(d) continued

In such cases night runs shall be assigned in a manner that will conform as nearly as possible to the weekday scheduled hours of the operator.

13.019 Where to Start Board:

Day and night extra board shall start with the first numeric position of the respective board.

13.020 Extra Board Assignments:

- (a) Runs.
- (b) Runs with trippers.
- (c) Tripper combinations.
- (d) Single trippers.
- (e) Call duty.
- (f) Future service.
- (g) No work assigned.

13.021 (a) All extra board assignments will be assigned by time-off of the final assignment with the first position receiving the earliest time-off.

(b) The finishing time of non-scheduled trippers (charters, baseball, football, etc.) will be an estimated time determined by the Bulletin Clerk.

(c) Tripper combinations will be made by pairing the earliest starting A.M. tripper with the earliest finishing P.M. tripper.

(d) If a combination of trippers add up to less than eight (8) hours of work, additional trippers may be added to the combination. The resulting new combination of trippers may not add up to more than thirteen (13) hours of spread.

(e) Any tripper assigned between a tripper combination does not count for starting time in A.M. or finishing time in P.M. Mid-day trippers will be inserted to tripper combinations with the earliest starting mid-day tripper added to the first tripper combination that can work it.

EXAMPLE:

Order of tripper combinations to be assigned to board:

<u>A.M.</u>	<u>P.M.</u>
1. 4:35 a.m. - 8:30 a.m.	2:15 p.m. - 4:41 p.m.
2. 4:50 a.m. - 7:50 a.m.	3:17 p.m. - 4:53 p.m.
3. 5:00 a.m. - 7:45 a.m.	3:17 p.m. - 5:09 p.m.
4. 6:00 a.m. - 9:50 a.m.	2:14 p.m. - 5:27 p.m.
5. 6:02 a.m. - 9:28 a.m.	2:15 p.m. - 5:30 p.m.

13.021(e) continued

In addition, there are two (2) mid-day trippers as follows:

1. 8:20 a.m. - 10:42 a.m.
2. 10:06 a.m. - 1:31 p.m.

Mid-day tripper #1 to be assigned with tripper combination #2, mid-day tripper #2 to be assigned with tripper combination #1.

- (f) Call duty assigned to the extra board will be assigned to the middle position of the respective day or night board with the first position receiving the earliest starting assignment.
- (g) If there is insufficient work to give all extra operators an assignment, the least senior student operator will receive no work assigned.

13.022 Future Service:

A.M. future service shall be assigned with the first A.M. rush hour tripper pulling in at 8:00 A.M. or after having a P.M. rush hour tripper. Operators having noon tripper shall be excluded.

P.M. future service shall be assigned to the last P.M. tripper used in the P.M. rush hour assigned to the night board.

A.M. future service operators having a P.M. assigned tripper shall be relieved at off time of their assigned P.M. tripper, providing they request the same at time of assignment from future service.

- 13.023
- (a) When assigning overtime work to regular, extra or student operators, attempt will be made to keep spread to a minimum. In cases where the spread is the same for a regular, extra and student operator, the assignment will be given to the operator with the most seniority.
 - (b) Excess Runs:
 - (1) Runs that cannot be assigned to extra or student operators without being split shall be assigned to day off operators.
 - (2) If there are insufficient day off operators available to work all excess runs, then surplus runs may be split and assigned as overtime trippers.
 - (c) Excess trippers, charters, extras, etc.:
 - (1) When it is necessary to assign trippers at overtime, the shortest paying pieces of work will be assigned at overtime.
 - (2) Trippers with no off time (non-scheduled trippers, charters, etc.) will be given an estimated time off for determining approximate length of work.

13.023 continued

- (d) Overtime trippers, including football and baseball trippers (except double headers), charters, extras, etc. scheduled, or estimated to work five (5) hours or more:
 - (1) Will first be assigned to day off operators; these assignments will not be split.
 - (2) Any remaining trippers in excess of five (5) hours will be assigned to operators working on a regular scheduled workday volunteering to work overtime if such work will not require the operator to work in excess of eighteen (18) hours of daily spread. Assignments will be made by spread time.
 - (3) Any remaining trippers in excess of five (5) hours will be split, if possible, and assigned as in (e) and (f) below.
- (e) Overtime trippers, charters, extras, etc. that are scheduled or estimated to be less than five (5) hours but three (3) hours or more:
 - (1) Will first be assigned to operators working on a regularly scheduled workday volunteering to work overtime assignments, if such work will not require the operator to work in excess of eighteen (18) hours of daily spread. Assignments will be made by spread time.
 - (2) Any remaining assignments of less than five (5) hours but three (3) hours or more will be assigned to day off operators.
 - (3) Any remaining assignments will be split, if possible, and assigned as in (f) below.
- (f) Overtime trippers, charters, extras, etc. that are scheduled or estimated to be less than three (3) hours:
 - (1) Will be assigned to volunteer operators working on a regularly scheduled workday (eighteen (18) hour daily spread will not apply). Assignments will be made by spread time.
 - (2) Any remaining assignments will be assigned to day off operators.
 - (3) Any remaining assignments will be assigned to extra or student operators not volunteering to work overtime. Assignments will be made by spread time. If spread time is the same for two (2) or more operators, the assignment will be given to the operator with the least seniority.
- (g) Extra clerks, when working a full clerk shift, cannot be assigned unscheduled operator overtime from work to be filled after the extra board has been posted.

Section D — Station Procedure

- 13.024** All work to be filled after bulletin board is posted must be placed on board as work to be filled.
- 13.025** List of off days for regular operators shall be posted and remain in effect indefinitely. List of off days for extra and student operators shall be posted and remain in effect until the time of a general pick.
- 13.026** When it is necessary to change day off groups of regular operators at the time of a general pick to maintain an equal number of operators off daily, and an equal number of "Work as Ordered" crews in each group, the following procedure will be used.
- (a) Operators changing between days and nights or requesting change of group will be shifted to the group of their choice if possible, on the basis of department seniority.
 - (b) After making the changes requested in accordance with paragraph (a), if additional shifts between groups are necessary in order to balance the days off, operators with the least seniority may be shifted.
 - (c) Operators being deprived of the first Sunday in the change of off days will be permitted to be off that Sunday and work their next scheduled day off if they so desire and notify the bulletin clerk by 1:00 p.m. on the Friday preceding the Sunday in question.
 - (d) When operators are transferred to another station because of abandonment of a station, an effort will be made to keep them in the same day-off group, but when it is necessary to maintain an equal number of each type of operators in each group, operators with the least seniority (both those at station and those transferring) are subject to change.
 - (e) An operator who requests and is granted a change in group will not be considered as being deprived of any Sunday.

13.027 General Station Selection of Runs:

- (a) All operators shall pick in their respective seniority, except in those instances involving two (2) legally married employees who work at the same station. The senior spouse may waive (in writing) their right until immediately before the other spouse's turn to pick. No other type of passing shall be permitted.
- (b) The picking sheet shall list all regular runs, regular call positions and spaces shall be provided for the required number of operators on both the day and night extra list. The combination of regular runs, regular call positions and spaces for the day and night extra list shall be such as to accommodate all operators at each station.

13.027(b) continued

The number of day and night extra operators required, at each station, shall be determined by the Company. When it becomes necessary to change operators from one extra list to the other, volunteers shall be requested starting with the first operator who did not have the opportunity to select the other list. If no volunteers are secured, the last operator in seniority on the extra list in question shall be required to make the change. If the volunteer or draft is until the next general pick, operator must pick on that list at next operator's off day pick preceding general pick.

- (c) (1) All operators shall be required to pick a regular run, a regular call position or a position on the extra list.

Cases of continued sickness which exceed ninety (90) days shall be reviewed by the Division Manager and Union Steward before each general pick. If it appears that the operators involved may not be able to return to work during the duration of the pick, they should be contacted if possible, and their consent to pass up the pick be secured. If it is not possible to contact the operators, the Division Manager and Union Steward may mutually agree to pass up the operators for the pick in question. If the operators should return to work before the next general pick, they shall revert to their seniority on their respective extra list.
- (2) The positions on both the day and night extra list shall be numbered in rotations.
- (d) (1) When it is their turn to pick, operators shall have the right to select any open run or regular call position on the picking sheet or any open position on the day or night extra lists.
- (2) If all places on the extra lists are filled before the regular runs and regular call positions, then the remaining operators shall be required to pick one of the remaining regular runs or regular call positions.
- (e) The Company requires operators to work days for the first sixty (60) days of employment after which they may be assigned night work. Full-time operators with sixty (60) days or more seniority (including full-time and entry-level operator seniority) may, at the time of a general station pick, pick or be placed on the night list.
- (f) Operators are requested to cooperate and pick as soon as possible. Operators scheduled to work at time of a general pick who desire to be present at pick may request a change in work to enable them to lose as little time as possible. Actual time lost from regular run by an operator who lays off a part of such run for the purpose of picking during a general station selection of runs shall be deducted from the original total run time. Such requests will be granted if they can be arranged under existing station procedures.

(g) At all picks, (general, hold, off, vacation, and holidays), operators who want another operator to pick for them must authorize such selection in writing on form to be provided by the Company. No telephone choices will be accepted. If operators are not present to pick at their scheduled time, and no choice or authorization is left with the station, or when all of their choices are already picked, station shall pick for them and operators shall be required to work picked assignment. When station picks for operators, such picks shall be according to the following rules:

- (1) Day operators stay days, night operators stay nights.
- (2) As nearly as possible, the same type of run on the same line or the same picked call position that operators held on previous pick.
- (3) As nearly as possible, the same type of run, on different line, the route to be selected in numerical order. When operators are on the extra list, the station shall pick the same list operators are on and the same position if available. If this position is not available, the first numerical space open on their respective list shall be selected. However, if no space on the selected list is available and runs are available corresponding with the list, they shall be given the run which finishes earliest. If no such runs are available, they shall be placed on the other extra list.
- (4) At the designated time of a day off pick, if extra operators are not present and have not left a choice in writing, their turn will be passed until they present themselves. If they do not present themselves, they will be assigned the first numerical position available after all in their respective group have picked.

(h) Operators may split one week of vacation (5 days) into single personal days under the following rules:

- (1) Operators with five (5) or more weeks of vacation may trade one (1) week of vacation for five (5) personal days.
- (2) Operators must indicate their desire to trade one (1) week of vacation by November 1st.
- (3) Weeks traded for personal days will be subtracted from the established vacation quota at each station beginning with the last week of the year, working backwards one vacation per week.
- (4) Personal day quotas will be increased at each station as follows: For every fifty (50) operators or major fraction thereof that choose to split a week of vacation, the personal day quota will be increased by one (1) per weekday.

(5) Any operator with more than five (5) personal days remaining must pick those days in excess of five (5), by the day after Labor Day, or they will be assigned off the first available days. In the event the number of unused personal days exceeds the number of available personal days, unassigned personal days will be lost.

13.028 Selection of hold runs:

- (a) Operators will be permitted to pick hold runs on their respective list only.
- (b) Hold runs will be picked according to seniority on the extra list. The most senior operator will have first choice in the selection of the hold runs on their respective board and so on down the list.
- (c) If an operator fails to leave a choice at the time of a hold run pick, they shall be passed.
- (d) Any runs which are unpicked at conclusion of the hold pick shall be assigned on a daily basis to the extra board.

13.029 There shall be a minimum of two (2) regularly picked call positions at each station. The Company shall determine the starting time of each assignment based on schedule requirements.

Operators picking regular call assignments will select positions in regular operator off day groups. Picked call positions may include either call duty or work as ordered on the weekends, however, at least one picked call position must include weekend call duty. Operators who select picked call duty will be guaranteed forty (40) hours of pay per week, provided that all assigned work is performed.

If a regular call operator is off, that assignment, if needed, will be assigned in regular rotation to the extra board.

13.030 Any operator picking on the extra list will pick days off on the extra list day off schedule.

13.031 When it is known that night work will fall on the day list, it will be permissible to shift day extra operators who volunteer over to the night board, and further, if a sufficient number of day operators do not volunteer to be transferred, it will be permissible to draft a sufficient number of day operators onto the night board starting with the operator with the least seniority, provided the requirements of Paragraph 13.027(e) are adhered to. The program in shifting will be worked on a basis of one week or more period of duration.

13.032 Owl crews will have a separate day off system. In conjunction with owl crews, the owl relief crew will also pick in this day off system. Following are some of the variations from the General Labor Agreement that will apply to this special day off system.

13.032 continued

- (a) Owl operators trading day off will trade only with another regular owl or regular owl relief operator. (Work must be traded.)
- (b) Operator holding regular or relief owl to take off days of regular operator.
- (c) The run of an owl operator going on sick list after 1:00 p.m., Monday, will rotate until following hold pick becomes effective.
- (d) Hold operators picking owl runs but losing them before Sunday will revert back to their original day off schedule. However, if the run is lost after Sunday, they shall retain off days of owl run for remainder of week.
- (e) Operators changing from regular day off group to owl day off group will be required to fit into vacancies in owl day off system and will not be permitted to be off that Sunday and work their next regular day off unless their newly picked group calls for them being off.

Section E — Call Duty

- 13.033** A call operator is to watch sign-up boards and notify the Station Clerks in case of a miss. In cases where there are more than one call operator, each call operator is equally responsible for checking board and notifying clerk. If call operators fail to notify Station Clerk of miss, they are subject to same miss as operator missing.
- 13.034** An operator assigned to call duty will not be transferred or assigned work at another station.
- 13.035** Day Operator — the first day call operator will be assigned the first piece of work that is to be filled in the A.M. hours. The first piece of work to be filled is that which signs up first.
- 13.036** Night Operator — first night run (including Owl) will be assigned to first regular call operator on duty. If first operator is scheduled off on following day, Owl will go to first call operator who is not scheduled off.

When a piece of work becomes available after all the P.M. runs (excluding Owls) are signed up, it will be assigned to the first night call operator.
- 13.037** When P.M. trippers open up they shall be assigned to last day call operator in accordance with their A.M. position on board. If two or more trippers become open, the first call operator will receive the tripper which finishes earliest.
- 13.038** (a) All call operators receiving a work assignment which includes a run, shall be released from duty after completion of the assignment. Work assignment shall mean the total work assigned by the clerk at the time the assignment is made.

(b) All day call operators receiving trippers are required to contact Clerk either by phone or in person upon the completion of A.M. trippers.

13.038 continued

- (c) All night call operators receiving trippers are requested to contact Clerk either by phone or in person upon the completion of P.M. trippers, unless excused by Clerk prior to pulling out.
- (d) Call operators shall not be required to perform work in excess of twelve (12) working hours, or in excess of thirteen and one-half (13-1/2) hours spread from their original sign up.

13.039 Day call operators who receive a night run shall start such run, but shall be relieved as soon as a night operator becomes available. If no night operator becomes available, such run is subject to cancellation.

Section F — Assignment of Work As Ordered Runs

- 13.040** Transportation operators whose Saturday and Sunday work is scheduled "work as ordered" shall be assigned the first run on the extra board according to their seniority. The "first run" shall be considered the run finishing up earliest which is available on the extra list, except that night runs shall be assigned in a manner that will conform as nearly as possible to the weekday scheduled hours of operators to which they were assigned. If there is no run available for a work-as-ordered operator, that operator may be given an alternate assignment. The operator will be guaranteed eight (8) hours of pay for that day. In any case, the work-as-ordered operator must be off prior to any extra operator's off time.
- 13.041** The assignment of Sunday's "work as ordered" runs shall be posted as early as possible on Saturday with 4:30 p.m. as the late deadline. Holiday assignments shall be posted as early as possible on the day preceding the holiday.
- 13.042** Work As Ordered Runs On Holidays:
 - (a) "Work as ordered" runs are off on holidays except as follows:
 - (1) If regular or hold operators picking "work as ordered" runs desire to work on a holiday, they will so designate at the time of picking by signing their names on their respective regular or hold run sheets in the spaces provided for this purpose. If more than one holiday occurs during the anticipated duration of the pick, these will all be listed and the name must be signed in the space provided for each holiday.
 - (2) When there is no signature indicating a desire to work, the operator will be off on that holiday.
 - (3) No change will be made after the completion of a pick. If operators should wish to be off after designating their intention to work, they will be required to follow standard "booking" procedures for such request.

13.042 continued

- (b) Work will be assigned in accordance with their respective seniority but if work cannot be provided these operators will automatically be off.

Section G — Trading Work and Off Days

13.043 Trading of work and off days between operators shall be discouraged, but will be permitted in accordance with the following regulations:

- (a) All trading must be approved by Division Manager, or Station Clerk, in his or her absence. Both operators involved must be present at the time and must have a valid reason for requesting the trade.
- (b) The trade must be within the same work week.
- (c) Operators will be permitted to trade days off if day operators trade with day operators and night operators trade with night operators. (Division Managers may approve trades between day and night operators if such trades will not create an imbalance between day and night boards.) In such cases each operator will work his own run. Extra operators having hold runs are considered as regular operators for the purposes of this provision and may trade only with regular operators or other hold operators. Extra operators assigned to trippers will not be permitted to trade with extra operators assigned to runs, or vice versa.
- (d) Extra operators who trade days off must work whatever they fall for in regular rotation on the days they work.
- (e) Full runs (picked or assigned to regular operators) may be traded for no more than three (3) consecutive days except by mutual agreement between the Director of Transportation and Local 998.
- (f) When operators or extra clerks trade a day off with themselves, they will not be assigned any day off work on the day off unless the trade was made at the request of the Company or Union.

Section H — Transfer Between Stations

13.044 It is understood that from time to time it may be necessary to transfer operators from one station to another and in making such transfers the following rules shall apply:

- (a) When there are vacancies or when the necessity of balancing the work requires it, operators shall be allowed to transfer to stations where the vacancies exist in the following manner:
 - (1) Operators who have requested transfer will be permitted to do so in order of the date of application if mutually approved by 998 and the Company.

13.044(a) continued

- (2) Operators who wish to do so may pick remaining vacancies according to seniority.
- (3) A maximum of one (1) regular operator may fill vacancies at any station in a calendar year.
- (4) If the vacancies are not filled by voluntary applicants, the required number of operators may be drafted from the bottom of the Seniority List.

- (b) Additional regular operators shall be allowed to transfer from station to station when exchanges of regular operators can be arranged and when sufficient reason has been given for the necessity of such transfer. Operators considered to be regular operators at a station shall be the operators at the top of the seniority list equivalent to the number of regular runs at the station.

13.045 (a) When lines are abandoned, operators working out of stations affected by the abandonment will be allowed to transfer in order of seniority to other stations, providing that operators so transferred are proportionately distributed among all stations. It is understood that the number of operators transferred in this manner shall be limited to the number of runs lost by the station through abandonment.

- (b) When a line is transferred from one station to another, sufficient regular and extra operators to operate this line will also be transferred. Operators being transferred will pick their new station at a general pick on any line for which they qualify at the time of pick and shall not be limited to the line with which they transfer. If sufficient operators do not indicate a desire to make the transfer, the remaining transfers shall be made from the bottom of the extra list. Any such operators, however, transferred against their will, who desire to return to their original station, will be given opportunity to return as soon as they can be replaced and openings develop at the original station.

- (c) When a station is abandoned, transfer of regular operators will be made in accordance with procedures established in paragraph (b). In this case extra operators will be permitted to pick vacancies at the stations to which the operation is transferred in accordance with their seniority.

Section I — Schedule Provisions and Procedures

13.046 No regular weekday, Saturday, Sunday or holiday run shall pay less than eight (8) hours. Weekday runs shall not be scheduled for more than nine and one-half (9-1/2) work hours per day. Saturday, Sunday and holiday runs shall not be scheduled for more than nine and one-half (9-1/2) platform hours per day.

13.047 Regular pieces of work of six (6) or more continuous hours of paid-for time shall be considered a regular run and shall pay a minimum of eight (8) hours. It is understood that trippers may be added to such pieces of work within the limits of this agreement and such resulting runs shall not pay less than eight (8) hours.

- (a) When cancelable work is worked by the regular operator and any part is cancelled, the run shall pay only the time worked, but not less than eight (8) hours. However, when such piece is worked by an extra operator and any part is cancelled, the run shall pay only the actual time in the continuous piece.
- (b) Cancelable work as discussed herein shall only be defined as all work normally scheduled to service schools.
- (c) Cancelable runs shall be so noted at the time of the general pick.
- (d) Any two regularly scheduled non-cancelable pieces of work totaling eight (8) hours or more will be put together as a regular run.

13.048 The spread of all paid-for-time in a day's work shall be limited to the following provisions which shall be applied to the entire system.

- (a) Fifty-five percent (55%) of all runs must be completed within nine and one-half (9-1/2) hours.
- (b) Not over twelve percent (12%) of the total runs shall exceed twelve and one-half (12-1/2) hours on weekdays or ten and one-half (10-1/2) hours on Saturday, Sundays or holidays, and no run shall exceed thirteen (13) hours on weekdays or twelve (12) hours on Saturdays, Sundays or holidays.
- (c) A minimum of eighty-five percent (85%) of all runs on Sundays or holidays will have ten (10) hours or less of spread.

13.049 (a) One-piece runs shall not be less than fifty-five percent (55%) of the total regular runs except during summer months when they shall not be less than fifty-seven and one-half percent (57-1/2%). Such runs shall be proportioned among the stations as equally as practicable. A minimum of seventy-five percent (75%) of all weekday runs pulling out before 4:30 a.m. will be one-piece runs. Two-piece runs pulling out before 4:30 a.m. will not have spread in excess of ten (10) hours.

- (b) One-piece runs on Saturdays shall not be less than seventy percent (70%) of total runs.
- (c) One-piece runs on Sundays and holidays shall not be less than seventy-five percent (75%) of total runs on such days. Effective with the Spring 1991 pick, one-piece runs on Sundays and holidays shall not be less than eighty percent (80%) of total runs on such days.

13.050 All owl runs shall be one-piece runs and shall be paid as such. Owl runs



13.050 continued

will be operated by relief owl operators when regular owl operators have scheduled off days. Any owl runs not assigned to regular or relief owl operators will be worked by extra operators. All regular and relief owl operators will have off days as scheduled on the owl off day schedule.

13.051 The shortest off-time breaks between parts of regular three-piece runs shall be paid to transform such runs into two-piece runs.

13.052 The Company shall make time allowance as the following schedules provide:

(a) Sign up —

(1) Pull outs 12 min.

(2) Reliefs on road —

(A) When made at station 5 min.

(B) When travel by transit 5 min. plus scheduled waiting, travel and transfer time.

Note: In case where travel time allowed is not sufficient to make relief as scheduled, an adjustment will be made when the matter is brought to the attention of the Schedule Department.

(3) The present established relief points on the various lines of the Company shall be maintained unless a change is mutually agreed to between the Company and the Union.

(b) Turn in —

(1) Bus operators - turn in only . . . 5 min.

(c) Operators from any station working temporarily (one day basis) at another station will be paid a penalty allowance of two (2) hours (but no travel time) in addition to time of assigned run, for being away from "home" station. Trippers will not be transferred between stations on a "day to day" basis.

13.053 All trippers, including trippers which are part of regular runs, shall pay a minimum of two (2) hours.

13.054 Elapsed time shall be paid when the scheduled interval between pieces of regularly scheduled runs created by the Schedule Department is sixty (60) minutes or less. Elapsed time shall be paid when the assigned interval between pieces of work in all other cases is thirty five (35) minutes or less.

13.055 The Company shall maintain layovers according to the following procedure:

13.055 continued

- (a) Layover equivalent to seven percent (7%) of the actual round trip running time shall be allowed for each round trip. Calculation of the seven percent (7%) of the actual round trip running time shall be applied to pull-out and pull-in trips that have scheduled time points along the bus route.
- (b) The established minimum layover will be - 3 minutes except (1) where it is not possible to give these minimums because of police or traffic regulations, in which case the layovers may all be concentrated at one end of the line, and except (2) where the round trip running time is less than forty-five (45) minutes, in which case the layover may be as follows:

<u>Running Time</u>	<u>Round Trip Minimum Layover</u>	<u>Comment</u>
20 min. or less	3 min.	All at one terminal
21 to 35 min.	4 min.	(At least 3 minutes
36 to 45 min.	5 min.	at one terminal.)

and except (3) where different arrangement may be mutually agreed upon.

- 13.056** (a) When reliefs are made at the end of any bus line, the layover shall be paid to the operator making the relief.
- (b) No reliefs will be scheduled after 7:00 p.m. (non-summer) and 7:30 p.m. (summer) on services that are regularly scheduled and created by the Schedule Department, and that end before 3:00 a.m. Transportation will be provided for all reliefs after 7:00 p.m. (non-summer) and 7:30 p.m. (summer) that are regularly scheduled and created by the Schedule Department, and that end at or after 3:00 a.m.

Section J — Working Conditions and Hours of Employment

- 13.057** All transportation operators shall be allowed two (2) days off per week, and Sundays off shall be equally distributed among all operators so far as is practicable. Off day schedules will be discussed with the Union before they are put into effect and shall be subject to grievance procedure.
- 13.058** (a) Operators may volunteer to work extra pieces of work on their days off, provided such work is paid for at the time and one-half rate.
- (b) It is understood that all work of any nature shall first be assigned in accordance with standard procedures to operators regularly scheduled to work. Only extra pieces of work which remain unassigned thereafter may be assigned to day-off operators.

13.058 continued

- (c) Operators desiring to be assigned extra pieces of work on their days off shall sign a volunteer list not later than noon of the day prior to their off day and up to seven (7) days prior to their off day. This work will be assigned on a rotating basis.
- (d) The volunteer list shall be rotated so that operators who receive a day off assignment will not be eligible for further assignment until all other available operators have received an assignment. A list showing the date when each operator was last assigned such work, will be posted in the Assembly area at each station.

All day off work will be assigned in accordance with posted guidelines.

- (e) Station Clerks will attempt to notify operators of their day off assignments. Operators who are working will be notified through the dispatcher. Operators who are off duty will be called at home. Attempt will be made between 6:30 p.m. and 10:30 p.m. In any event, it is the responsibility of the operators to confirm that they have a day off assignment.
- (f) Hours paid for extra pieces of work on day off shall not be included in minimum guarantee or weekly overtime calculations.
- (g) All Company rules apply when working on off days. Operators working on their off days will be held responsible for regularly scheduled assignments on the following day.
- (h) Baseball charters worked by operators on their day off will not be split, but will be paid straight through both for single or double header games.

13.059 Instructors giving, and operators receiving, training on the road will take their regularly assigned days off.

13.060 Operators shall not be assigned work on any workday unless nine (9) hours of continuous rest have elapsed since the previous day's work. Operators who work on the night extra board will not be assigned work before 8:30 a.m. Operators working beyond the "estimated" time off of an unscheduled assignment will have the option to report for their next day's assignment with less than nine (9) hours rest or report to the station after nine (9) hours of continuous rest and be guaranteed the time off of the original assignment. Weekly minimum guarantee will not be affected.

Exceptions:

- (1) Operators volunteering to work overtime.
- (2) Call persons working beyond thirteen and one-half (13-1/2) hours spread [Paragraph 13.038(d)].
- (3) Saturday and Sunday "work as ordered" operators.

13.060 continued

(4) Night operators volunteering to work A.M. Trippers.

Note: Operators listed in exceptions (1)-(4) above must work the next day's work as assigned.

(5) In the event that an operator qualified for an assignment per exceptions (1)-(4) above, such assignment must provide no less than seven (7) hours continuous rest. If a piece of work should run beyond the scheduled time off, causing less than seven (7) hours of continuous rest, the operator will report to the station after seven (7) hours of continuous rest and be guaranteed the off time and pay time of the original assignment. Weekly minimum guarantee will not be affected.

13.061 Operators shall not be required to fuel, check engine oil or coolant level, fill crankcase, wash buses, or back buses off open pits.

13.062 All transportation operators shall be guaranteed at least the number of paid-for hours in their runs when they:

- (a) Are removed temporarily from their regular run for use on some other Company work.
- (b) Practice for a different job.
- (c) Are required to report to the training division.

13.063 For the purposes of this agreement, a workweek shall be considered as starting at 3:00 a.m. Sunday morning, but all of any runs which start before 3:00 a.m. Sunday will be considered as belonging to the preceding workweek in determining the forty (40) hour week.

13.064 When a trip of a regular run is to be extended, causing a loss of layover time, the operator will be contacted and the reason for the change will be explained. It is understood the change can be made only through mutual agreement.

13.065 The Division Manager and operators involved shall discuss a proposed addition to their run that adds time before or after either a one-piece run or parts of a two-piece run. When the extension is less than five (5) minutes, the change may be made without operator's approval provided the change does not affect the operator's position on the volunteer tripper board. If the change is five (5) minutes or more and there is no agreement or the operator cannot be contacted, the matter shall be referred to the Director of Transportation and the Union who may agree to the change, or agree to hold a new pick. This does not apply to an addition which is made to correct insufficient travel time.

13.066 If non-scheduled work is cancelled or sent back to station after pulling out, the operator is required to report to clerk for further orders.

13.067 The Company shall furnish comfort stations which shall remain open at all reasonable hours for the convenience of employees.

13.068 When transferring or exchanging motor buses, such work shall be done by transportation operators whenever such operators are available, except as provided in Paragraph 14.28.

13.069 (a) Transportation operators will be required to wear standard uniform, including caps, shirts and other equipment. Wearing of caps and short sleeve shirts shall be optional at any time.

(b) Operators on the payroll as of January 1st shall be paid fifty percent (50%) of the annual uniform allowance by January 31st, and operators on the payroll as of July 1st shall be paid fifty percent (50%) of the annual uniform allowance by July 31st. Payment shall be made in accordance to the following schedule provided the operator has completed at least one day of work as an operator in that period:

Year	January 1 st	July 1 st
2002	\$157.50	\$157.50
2003	\$162.50	\$162.50
2004	\$167.50	\$167.50
2005	\$172.50	\$172.50
2006	\$177.50	\$177.50
2007	\$182.50	\$182.50

13.070 When operators miss —

(a) If the appropriate rest requirement detailed in 13.060 has not elapsed since the end of the previous day's work, they shall lose only the first assigned work. If their assigned work was a regularly scheduled run they will become the senior extra operator for that day if needed. If their assigned work was only trippers they will become the last extra operator if needed.

In any case, they shall be entitled to be off as near as practicable to the off time of their original assignment. If assigned a piece of work, they may elect to be relieved at the time nearest to the original scheduled time off using established relief points. They must tell the clerk if they will work beyond the scheduled time off, and receive approval of the clerk to do so. Minimum guarantee will not be affected, provided they make themselves available for work after lapse of the appropriate rest requirement detailed in 13.060.

(b) If the appropriate rest requirement detailed in 13.060 has elapsed since the end of the previous work they will lose all of the assigned work and will revert to the bottom of the extra list for that day providing they are needed, but if not needed they will be released for the day. There will be no minimum guarantee for this day. Regular miss rule will apply.

13.071 In the case of an error on the board when an extra day or night operator is assigned a run that is not off, the regular operator will receive the run and the extra operator will become first call operator and is entitled to the pay hours and off time of the assigned run.

13.071 continued

If assigned a piece of work they may elect to be relieved at the time nearest to the scheduled off time of the run assigned in error, using established relief points. They must tell the clerk if they will work beyond the scheduled time off, and receive approval of the clerk to do so.

Section K — Wage Rates and Miscellaneous Wage Provisions

13.072 Hourly wage rates for the term of this agreement shall be as follows:

		<u>Effective Date</u>			
<u>Occupational Group</u>		<u>4/1/01</u>	<u>4/1/02</u>	<u>4/1/03</u>	<u>4/1/04</u>
Transportation Operators	4th year	19.07	19.36	19.65	19.94
	3rd year	17.74	18.00	18.27	18.54
	2nd year	16.21	16.46	16.70	16.95
	1st year	14.68	14.91	15.13	15.35
Janitors		17.04	17.30	17.56	17.82
Janitors (classification seniority prior to 4/1/90)	2nd year	18.22	18.49	18.77	19.05

13.073 Time and one-half shall be paid to all transportation operators after eight (8) hours of paid-for time in each day, or after forty (40) hours of paid-for time in any work week (exclusive of allowances for sick leave, vacations, holiday [as prescribed in Paragraph 19.02] and cancellation guarantees), but there shall be no duplication of the time and one-half rate figures on the above basis.

13.074 Time and one-half shall be paid to transportation operators for all paid-for time in excess of a spread of eleven consecutive hours separate and apart from any other daily or weekly overtime payments.

(a) When transportation operators (either regular or extra) work a regular run and perform any work in excess of an eleven hour spread, they shall be paid a half-time penalty (separately and apart from any other daily or weekly overtime payments) for all time paid between the end of the eleven hour spread and the last paid-for time worked. In applying this clause, it is understood that the shorter and not the longer interval between trippers and runs shall be included.

(b) When a transportation operator who has worked a regular run on a day preceding any off day (regular or otherwise) works a tripper on the off day, the spread penalty shall not apply when the time between the end of the regular run and the beginning of the tripper is eight (8) hours or more.

(c) When an extra clerk who has worked a regular run starts a clerk shift on the same day, the spread penalty shall not apply when eight (8) hours or more have elapsed between the end of the run and the beginning of the clerk shift.

13.074 continued

(d) Notwithstanding the above, time and one-half shall be paid to operators of regular runs on Saturdays, Sundays and holidays, for all paid-for time in excess of a spread of ten (10) hours in their runs, separate and apart from any other daily overtime payments.

13.075 (a) Operators working only extra parts on weekdays shall be paid time and one-half separately and apart from any other daily or weekly hours premium, for all time worked after a spread of eleven (11) hours. Such premium is to be paid on time worked after eleven hours spread which begins with the first paid-for time assigned in the day.

(b) Operators working on Saturday, Sunday or a holiday, whose work consists of extra parts only or a run plus extra parts, shall be paid time and one-half, separately and apart from any other daily or weekly hours premium, for all time worked after a spread of ten and one-half (10-1/2) hours. Such premium is to be paid on time worked after ten and one-half (10-1/2) hours spread which begins with the first paid-for time assigned in the day.

13.076 Time and one-half shall be paid for time worked on employees' regular days off, except that straight hourly rate shall be paid where employees exchange off days or work their off days to accommodate a fellow employee. In either case, spread and overtime premium shall be paid at one-half time base rate, in addition to the pay for working on the regular day off.

13.077 If an addition is made to operators' runs between picks, they shall be paid time and one-half for the addition until a new pick becomes effective.

13.078 If the time in operators' runs is decreased between picks, they shall be paid for the full time in the original run until a new pick becomes effective. This shall not apply to a case where additional time is added to the run subject to the time and one-half rule.

13.079 Extra operators in practicing for a different job shall be paid at their regular rate of pay. However, transportation operators who desire to transfer to another station at their own request shall (if the transfer is in accordance with existing agreements) be permitted one such transfer with training costs paid by the Company — this transfer to be made as soon as practicable after receipt of request. If additional transfers are later requested and approved, training time required shall be on the operator's own time.

13.080 Transportation operators shall be paid the following allowance per required Company report, at their regular rate of pay, for making out reports outside of regular work hours:

- (a) Security Report 10 min.
- (b) Other Required Company Report 18 min.

Such payment is to be included on regular pay check. This payment will

13.080 continued

not be made as extra when employees prepare reports on time for which they are already being paid.

13.081 The Company shall pay employees who may be called on emergency calls from the time the employees leave their house, allowing reasonable traveling time. An emergency exists when the service required is abnormal to regularly scheduled or extra work for the Transportation Department, such as a severe snow storm, flood or hurricane.

13.082 Call time —

- (a) Call time shall be paid at the regular rate.
- (b) Call time shall pay a minimum of two (2) hours.
- (c) In case the period between the assignment of work and the report time for the work is sixty (60) minutes or less, call time shall be paid until that report time. When this time is more than sixty (60) minutes, call time shall be paid only to the time of assignment of work, subject to provision (b) above.

13.083 With respect to minimum guarantee provisions mentioned in paragraphs numbered 13.053 and 13.082, it is the intent that these guarantees shall be paid only whenever an assignment is performed separate and apart from any other paid-for time so as to be of the nature of an undue inconvenience or infringement on an operator's off time. When a combination of any of the activities referred to in the above-mentioned paragraphs is assigned and the period between these activities is paid for, a minimum of two (2) hours shall be guaranteed for the combination. When any of the above-mentioned activities is worked in addition to a regular run and the intervening period is paid for, the minimum guarantee shall not apply.

13.084 When operators are assigned extras, charters, or any other piece of work, which work is cancelled after the assignment, and the operators are notified of the change before they report to the station or when they have completed other work at the station just prior to the cancelled extra assignment, they shall be allowed one (1) hour at straight time rate, but if the change is made after they report to the station, they shall be placed on call, and may be assigned work for not more than eight (8) hours from time of first sign-up and shall be guaranteed two (2) hours pay. It is understood that other originally assigned work must be performed.

13.085 When operators are assigned future service which is cancelled within five minutes after operator reports for such duty, they shall be paid a minimum of one (1) hour.

13.086 On all runs designated as owl runs on relief sheets, a night shift differential of ten cents (10¢) per hour shall be paid for platform hours, plus report time, turn-in time and travel time at the beginning and end of the night's work. Owl runs shall be those runs operating trips at 2:00 a.m., 3:00 a.m., and 4:00 a.m. from the downtown area or on crosstown or connecting lines operating in conjunction with these trips.



13.087 (a) Minimum guarantee for extra operators shall be forty (40) hours per week, allowing two (2) days off per week, providing that all assigned work on remaining five days in that week is performed.

(b) The guarantee shall be reduced for all layoffs, misses, unpaid sick days, and snow emergency cancellations, in accordance with the following rules:

- (1) For each full work day of absence the guarantee shall be reduced by eight (8) hours.
- (2) For a partial day absence, the guarantee shall be reduced by the number of pay hours for assigned work not performed.

13.088 Vacancies for platform instructor and extra station clerk shall be posted only in the affected station. A qualified operator must select either the extra clerk list or platform instructor list.

(a) Transportation operators selected for platform instructor's duty shall be paid one dollar (\$1.00) per hour above the basic rate when performing such duty. In computing overtime, this instructor's rate shall apply. Such instruction work shall be rotated equally among all platform instructors.

(b) Platform instructors who work the night list must work days when necessary to perform instructor duties. Platform instructors may pick the night list on consecutive picks. Platform instructors requesting no students for a period exceeding six (6) months shall be automatically removed from the platform instructors list.

(c) Platform instructors assigned to teach a Passenger Interaction Program (PIP) class shall be paid a premium of one dollar and fifty cents (\$1.50) per hour above the basic rate when performing such duty.

(d) Platform instructors shall be paid ten (10) minutes preparation time before student sign-up time, provided there is not a paid break before the student's sign-up time.

(e) Platform instructors who transfer to different stations, and who have stated in writing their desire to continue as a platform instructor, may continue to work as a platform instructor at the new station if an opening exists. If no opening exists, the platform instructor will be placed on inactive status until an opening occurs, at which time they will become active. If there is more than one inactive platform instructor, the person who transferred first will be the first to become active. If two people transfer at the same time, the senior person will be the first to become active. Inactive platform instructors may be assigned instructor duties in special situations.

13.089 Transportation operators selected for sightseeing operator's duty shall be paid fifty cents (50¢) per hour above the basic rate when performing such duty.

Section L — Miscellaneous Provisions

13.090 The Company agrees to establish an Extra Clerk Selection Procedure for the purpose of establishing an eligibility list for filling vacancies in the position of Extra Clerk. The Selection Procedure shall consist of a training course and tests to determine the trainee's ability to become an extra clerk. Selection of the trainees will be made by the Director of Transportation from among those operators applying who have at least three years of full-time seniority as a bus operator. Classes will be on a voluntary, non-paid basis. Successful completion of the course will enroll the trainee on an eligibility list from which all extra clerk vacancies will be filled on the basis of Company seniority.

13.091 When it is necessary to relieve operators when they become sick while operating a Company vehicle or after receiving an assignment on call, they shall be required to produce a doctor's certificate of release before they will be permitted to return to work.

13.092 A customer relations file will be maintained in the Transportation Department. Any operator receiving four (4) or more minor complaints within a twelve (12) month period may be required to see the Division Manager. Any complaints not brought to an operator's attention cannot be used in disciplinary procedures.

Any public complaints of a serious nature will be sent to the Division Manager. Safety related public complaints may also be referred to the Training Division.

Section M — Special Provisions for Station Clerks and Administrative Assistants

13.093 (a) Hourly wage rates for the term of this agreement shall be:

<u>Occupational Group</u>		<u>Effective Date</u>			
		<u>4/1/01</u>	<u>4/1/02</u>	<u>4/1/03</u>	<u>4/1/04</u>
Administrative Assistants		20.69	21.00	21.32	21.64
Station & Bulletin Clerks		20.34	20.65	20.96	21.27
Extra Clerk	3rd year	20.34	20.65	20.96	21.27
	2nd year	20.01	20.31	20.61	20.92
	1st year	19.77	20.07	20.37	20.68

Note: Regular clerks will be paid a premium of ten cents (10¢) per hour. Administrative assistants will be paid a premium of twenty-five (25¢) per hour.

13.093 continued

(b) Extra station and bulletin clerks will be paid at a graduated rate, based on the length of time that the individual has served as an extra clerk. After three (3) years experience, the extra clerks will be paid at the regular clerk rate, when functioning as a clerk.

13.094 Station clerks selected for training new extra clerks shall receive a one dollar (\$1.00) instructor's premium when training new extra clerks.

13.095 Station clerks and bulletin clerks shall be paid overtime for all time worked in excess of eight (8) hours (paid-for-time) per day or forty (40) hours per week. There shall be no duplication of the daily and weekly time and one-half rate figured on the above basis. Hours worked daily for station clerk and bulletin clerks shall be eight (8) hours forty five (45) minutes on weekday shifts and eight (8) hours thirty (30) minutes on weekend shifts. Hours worked daily for administrative assistants shall be eight (8) hours forty-five (45) minutes. Regular clerks and administrative assistants shall be paid their regular shift rate for paid absences due to vacations, sick days, personal days and holidays.

13.096 Station and bulletin clerks at each station shall have the right to request a pick of their work assignment every ninety (90) days. Ability being sufficient, the assignments are to be picked on the basis of seniority of the clerks at each station.

13.097 All clerks shall be required to take off two (2) days per week. Scheduling of days off shall be arranged at each station and shall be mutually agreed to between the Company and the Union.

13.098 Regular clerks will pick available open day off dates two (2) weeks in advance of the week they are working in. They will pick in order of revolving rotation.

13.099 Bulletin board clerk will assign extra clerks to the regular shifts they are to work at least two (2) weeks in advance of the effective date of regular shift to be off.

(a) Assign first extra clerk available by checking on special listing sheet showing who worked shift in question last and backing up until extra clerk not having had shift in question is located.

(b) If two (2) or more regular shifts are off and the same extra clerk is entitled to both shifts, clerk will be assigned to shift finishing earliest.

(c) In an emergency, when extra clerks work in place of regular station clerks, and thereby lose a regular day off, they shall be entitled to pick another day off within the same work week.

(d) When extra clerks taking the place of regular clerks have a regular run which will not give them the required eight (8) hours rest, they shall be assigned the last run available which will give them eight (8) hours rest. If, however, their seniority entitles them to an earlier run, they shall be given the run to which they are entitled.

13.099 continued

- (e) An extra clerk when assigned to a night shift requiring doubling up, shall have the option to work a day run before the shift or to use a day off before the shift.
- 13.100** In case of sickness, etc., and there is no extra clerk available, the last regular clerk to pick in the payroll period will be required to work and pick another day off in the same payroll period.
- 13.101** Trading of off days of an extra clerk must be made with another extra clerk.
- Clerks trading days off shall work the shift assigned to the clerk that is replaced. All day off trades must be approved by the Division Manager.
- 13.102** In case of sickness of an extra clerk, shifts lost in rotation will not be picked up.
- 13.103** When a regular clerk leaves service or is promoted, or there is a station pick of shifts, the regular or extra clerk taking the vacancy will assume rotation number of regular clerk, and will take over days off of regular clerk for the remainder of pay period.
- 13.104** If a regular clerk picks one or more days off in succession, the extra clerk assigned to the first day will continue to hold the shift for complete consecutive series.
- 13.105** When a regular clerk is off for more than one day because of sickness, leave of absence, etc., the shift may be assigned to the senior extra clerk requesting to hold the shift (starting with the second day) to be held until the regular clerk returns or until a new clerk's pick is held.
- When two or more regular shifts open, the Senior Extra Clerk shall have his choice of shift.
- 13.106** Regular and extra clerks will pick vacations as a group according to clerk seniority at the station they are working. This pick must be held prior to January 1st. Regular and extra clerks will pick two weeks of vacation in the first round and the remainder in the second round.
- 13.107** Extra clerks will pick hold vacation shifts according to seniority as extra clerks at stations they are working. The first extra clerk in seniority will pick shift of clerk's choice. However, when there are more extra clerks than available regular clerk shifts, these shifts will be prorated as equally as possible prior to the pick.
- 13.108** Extra clerks working hold shifts will forfeit any rotation shift they might have been entitled to in regular rotation procedure.
- 13.109** In their respective lists, all regular and extra clerks shall hold seniority from the dates of their appointments.
- 13.110** When a vacancy occurs or new positions are created at any station,

13.110 continued

- regular clerks shall be notified by bulletin at least five (5) days prior to the time the position is to become permanently filled. The position will be filled on the basis of seniority among regular clerks making application for the position. When fitting into bulletin clerk position, ability must be sufficient.
- 13.111** The vacancy remaining after the adjustment of regular clerks shall be filled from the system list of extra clerks in order of the date of selection as extra clerks.
- (a) All vacancies in the station clerk group will be duly bulletined and filled on the basis of seniority among regular clerks (qualifications being sufficient). The remaining vacancy unfilled from the ranks of regular clerks will be filled by the qualified system senior extra clerk.
- (b) Extra clerks may pass on promotion to regular clerk. An extra clerk who passes will go to the bottom of the list of operators eligible to be appointed extra clerk at that station.
- 13.112** When two (2) or more regular clerks are appointed at the same time their seniority will be determined by:
- (a) Using date of appointment as extra clerk.
- (b) Using date of hire as an operator.
- (c) By drawing to determine who is first in seniority.
- 13.113** If a position of station clerk is abolished at any station, the clerks affected shall be allowed to exercise their system seniority in the selection of their new position. The clerks displaced as a result of such selection shall also be allowed to exercise their seniority, etc., down the seniority list until the bottom of the list is reached. Then the last clerk on the system seniority list shall revert to the senior position on the extra clerk list.
- 13.114** If a station is abandoned, regular station clerks at the abandoned station will be permitted to transfer in accordance to their seniority to any other station on the system and ability being sufficient, exercise their seniority in the selection of their new position.
- 13.115** Regular clerks at an abandoned station, who have insufficient regular clerk seniority to displace any clerk, shall transfer as an operator to any station that their operator's seniority allows, with the following provisions.
- (a) They shall retain their original date of regular clerk seniority.
- (b) They shall exercise this regular seniority in bidding into a clerk vacancy.
- (c) They shall be given first priority and must accept an appointment to extra station clerk at the station to which they transferred.

- 13.116 If a station is abandoned, extra clerks at the abandoned station will transfer to other stations on the system, according to seniority as operators. They shall retain their extra clerk's seniority and shall be allowed to exercise this seniority as of the date they were originally appointed to those positions.
- 13.117 Any regular clerk who is bumped out of a regular clerk's position, for reasons beyond their control, may elect to remain at station or return to the station at which they were last an operator.
- 13.118 No extra clerks shall retain their extra clerk seniority in a voluntary transfer.
- 13.119 When an extra or regular station clerk resigns as a clerk, they shall lose their accrued seniority rights as a clerk.
- 13.120 No regular clerk shall be permitted to trade with another regular clerk from one station to another.
- 13.121 The station clerk is responsible to watch the sign-up board when no operator is on call duty. When an operator is on call duty, the station clerk shall not remove any unsigned payroll cards from the sign-up board unless work is cancelled. Any work that is to be filled shall be immediately placed in the "work to be filled" slot.

13.122 Paragraphs 13.122 through 13.124 left blank for future use.

Section N — Student Operators

- 13.125 Student operators shall be comprised of bus operators in their first year (0-12 months of service) of employment with the Company and bus operators in their second year (13-24 months of service) of employment with the Company, excluding entry-level operators. Student positions shall be assigned in seniority order to the extra board after the least senior day extra operator.
- 13.126 The minimum pay guarantee for student operators during their first year of employment shall be thirty (30) hours per work week and the minimum pay guarantee for student operators during their second year of employment shall be thirty-five (35) hours per work week, providing that all assigned work during the scheduled work week is performed. First and second year operators shall be subject to provisions specified in paragraph 13.087(b). After completing twenty-four (24) months of service with the Company, student operators shall progress to a minimum weekly pay guarantee of forty (40) hours per work week, providing that all assigned work during the scheduled work week is performed.
- 13.127 Student operators in their first year of employment (first year operator) shall be eligible for fringe benefits and paid leave as follows:
 - (a) Uniform allowance and employee bus pass.
 - (b) Holidays, personal days, sick leave, vacation, funeral leave and jury

13.127(b) continued

duty. All paid time off will be prorated as six (6) hours per day at the employee's regular straight time wage rate.

- (c) First year operators with less than three (3) calendar months of service with the Company may elect to obtain dental coverage through the Company approved dental insurance plans. The employee shall be required to pay one hundred percent (100%) of the premium for the plan chosen. After attaining three (3) calendar months of Company service, the Company will pay an amount equal to fifty percent (50%) of the premium for the Dentacare Plan toward dental insurance coverage.
- (d) First year operators with less than three (3) calendar months of service with the Company may elect to obtain medical coverage through the Company approved medical plans. The employee shall be required to pay one hundred percent (100%) of the premium for the plan chosen. After attaining three (3) calendar months of Company service, the Company will pay an amount equal to eighty-five percent (85%) of the second lowest HMO premium toward health insurance.

13.128 After completing twelve (12) months of Company service, the first year operator shall progress to their second year of service with the Company becoming a second year operator and, as such, shall not be subject to prorated fringe benefits specified in paragraphs 13.127(b), (c) and (d). They shall be eligible for full-time employee fringe benefits including term life insurance and participation in the pension plan.

ARTICLE XIV — SPECIAL PROVISIONS AND WAGE RATES FOR MAINTENANCE DEPARTMENT EMPLOYEES

Section A — General

- 14.01 Time and one-half shall be paid for all time in excess of the regular scheduled hours in any one (1) day. All work outside of the employee's regular scheduled hours shall be at overtime rate, whether it is separate, before, or after the regular hours. Time and one-half shall be paid for all time worked on an employee's regular day off. This provision does not cover instances where employees exchange off days or work their off days to accommodate a fellow employee, in which case only straight hourly rate is to be paid.
- 14.02 When an employee is temporarily scheduled for a shift different than their original shift, they shall be paid time and one-half for such work, except for employees being trained.
- 14.03 The premium for night work shall be discontinued if, after a reasonable time, sixty (60) days, the change is found to be a change in regular employment.
- 14.04 When employees are called back to work after having completed a regular

14.04 continued

day's work, time and one-half shall be paid, but the amount so paid shall not be less than the equivalent of three (3) hours pay at straight time.

Travel Time Allowances

14.05 (a) The Company shall pay employees who may be called on emergency and night calls from the time the employees leave their residence and allowing reasonable traveling time. If the emergency duty is completed outside the employee's regular shift, they shall be paid travel time back to their home. For Fleet Maintenance and Building & Grounds Division employees, an average figure of one-half (1/2) hour will be used to pay for travel time when reporting for emergency work. This travel time shall be included with actual work performed in determining minimum pay and overtime pay. Travel time shall be allowed when traveling from one job to another during working hours of the employee's working day. If employees are assigned in advance to work at some other location than their regular headquarters in city or suburban territory, then time for the purpose of wage payment shall begin with their arrival at the job but not before scheduled starting time.

(b) Garage employees assigned to work in advance at some location other than their regular work place shall report for work as follows:

On the first and last day of a temporary assignment, the employee shall report to his regular work place and punch in at the regular time. The employee (and tools on the first day) will be transported to the temporary work location. One-half hour before the end of the shift on the first and last day of the temporary assignment, the employee (and tools on the last day) will be transported back to the regular workplace and punch out at the regular quitting time. On all other days of a temporary assignment, the employee shall report directly to the temporary workplace and shall receive one-half (1/2) hour straight time pay for travel time.

(c) Shop employees assigned in advance to work on a day shift at some location other than the shops shall report for work in the same manner as described in Paragraph 14.05(b).

(d) Temporarily assigned employees who are not required to move tools shall report directly to the temporary workplace and shall receive one-half (1/2) hour straight time pay for travel time.

(e) Employees who are temporarily transferred for training purposes shall not receive travel pay after fifteen (15) work days of a temporary transfer.

14.06 Employees shall be considered to have been given advance notice to report ahead of their regular scheduled hours when it is given to them during their regular work hours on the preceding day. In the event that this happens on an off day or weekend, it will be assumed that the time on the off day would be the same as if they were working.

14.07 For Building & Grounds Division employees, on days that outside workers cannot work (such as rainy weather or severely cold weather) the Company shall pay such employees who report to work for a minimum of eight (8) hours, regardless of whether they work eight hours or not. On inclement days when it is impossible to work outside, the employees will be assigned to inside jobs if such work is available. If they are held on the job longer than eight (8) hours, they shall be paid for actual time. Employees who are called back to work after being laid off due to inclement weather or for reasons beyond their control, shall be allowed a minimum of three (3) hours pay at their regular rate of pay if such work is performed during regular scheduled hours.

Temporary Transfers

14.08 (a) The Company may temporarily transfer Maintenance Department employees to a different location, crew, or classification within the Department for periods not to exceed six (6) calendar months. This does not include employees in any training program.

(b) The temporary transfer will be offered by seniority to the qualified employees in the affected division (shop) or shift (garages) beginning with the appropriate classification in descending order. Employees shall have the right to reject the temporary transfer if there is a less senior qualified employee available. Paragraph 14.09 concerning temporary transfers in the Garage Divisions shall take precedence over Paragraph 14.08(b).

(c) Employees temporarily transferred to a position paying a lower rate shall receive their regular rate of pay while holding such position. If the transfer is made to accommodate an employee, such employee shall be paid the wage rate applicable to the new occupation.

(d) Employees temporarily transferred to a higher classified job shall be paid the rate of the higher classified job for the actual time the higher classified work is performed with a minimum of four (4) hours per transfer, not to exceed the number of hours actually worked.

(e) Employees returning to their former occupation after a temporary transfer shall receive their former rate of pay immediately.

(f) Any employee temporarily transferred as an Instructor shall be paid an Instructor premium of one dollar (\$1.00) per hour above the employee's normal hourly rate.

14.09 When it is necessary to transfer garage personnel to different stations, the transfer shall be made on a voluntary basis by seniority within the transferred classification, and if there are no volunteers, by the least senior person within the transferred classification.

14.10 Employees who work on the following equipment shall be paid additional premium as follows:

1. Thirty-five cents (35¢) per hour for operating end loader.
2. Twenty-five cents (25¢) per hour for single operation of truck, salter

14.10 continued

and Kubota involved in snow and ice removal.

Section B — Seniority

- 14.11** A complete seniority list, showing name, occupation and date of entering service in a division, shall be posted at all times in locations conveniently accessible to all members of the division. Seniority lists are subject to amendments as mutually agreed upon and are to be brought up to date every six (6) months.
- 14.12** (a) Seniority in the Maintenance Department shall be in accordance with the straight seniority rule and confined within each division. Employees with the longest service in the division shall be given preference when bidding on open position in that division, if they are qualified.
- (b) Seniority in the Maintenance Department as applied to all questions involving bidding on jobs, vacation date, etc. shall begin with the date of last employment in that division.
- 14.13** (a) When a job vacancy is filled, in accordance with Paragraph 10.01, the new successful qualifying applicant shall be notified, assigned to the new job and given the rate of pay associated with the new position within fifteen (15) days, excluding Saturdays, Sundays and holidays, after the job is awarded. The foregoing time limit shall not apply when a vacancy is being filled in anticipation of a retirement or termination. The Company shall notify the Union office of its intention to post, or not to post, any job that becomes vacant within ten (10) days of such vacancy excluding Saturdays, Sundays and holidays.

Section C — Garage Picks

- 14.14** General garage picks will be held approximately every twelve (12) months. These picks will go into effect on the first Sunday after January 1st. Prior to the pick, a listing of all available jobs, crews, hours and work locations, with their associated off days will be posted at each garage. At the time of the pick, garage division employees shall select by division seniority from those available jobs within their classification.

Employees awarded open positions or who pick different shifts or garages will be required to re-pick optional paid time off (personal days and vacations) if the personal day and vacation quota for the affected shift and work location is filled. Special circumstances will be considered.

Section D — Hours and Working Conditions

- 14.15** The Fleet Maintenance employees' and the Building and Grounds Division employees' working schedule shall be eight (8) hours per day, Monday to Friday, inclusive, a total of forty (40) hours per week.



- 14.16** Garage employees shall be paid overtime for all time worked in excess of eight (8) hours in any one (1) day or forty (40) hours per week. Garage employees shall be scheduled to work eight (8) hours per day, forty (40) hours per week.
- 14.17** Off day schedules for night employees at garages shall be so arranged as to allow the maximum of Saturdays and Sundays off, so far as practicable.
- 14.18** (a) A schedule showing working hours and days off for all employees at any one location shall be posted three (3) months in advance in each garage. These schedules shall be subject to change as required by conditions of work. Maintenance Department Employees scheduled to work a shift of six (6) hours or more shall be allowed a one-half (1/2) hour unpaid lunch.
- (b) Ten (10) minute cleanup period shall be allowed at the end of each shift, to be used to clean up the work area and put away tools. After such cleanup, the employee may also clean up his person, including changing clothes. Time cards shall not be punched out before the scheduled quitting time. Garage employees shall not be required to make bus changes during last thirty (30) minutes of their shift.
- 14.19** Employees shall not be required to take any time off in order to limit their scheduled hours where such employees have put in overtime for emergency work.
- 14.20** (a) Sunday schedule shall be in effect for holidays at garages when Transportation Department operates Sunday schedules. Christmas Eve and New Year's Eve shall be recognized as the holiday for third shift employees in the Garage Division. All holiday eves shall be recognized as the holiday for garage night shift clerks. No personal days will be allowed for those people who are scheduled to work the holiday.
- (b) Where it is practicable to do so, employees required to work on legal holidays shall be notified at least five (5) days before said holiday. In cases of emergency, it is understood that this requirement is waived.
- (c) For holidays other than Martin Luther King Day, Fleet Maintenance employees shall have off on Friday if the holiday falls on a Saturday, and they shall have off on Monday if said holiday falls on a Sunday.
- (d) If a Garage employee is scheduled to be off on a holiday that would normally be a work day, and that employee agrees to work on that holiday, the employee shall be paid his or her base wage rate at straight time plus a \$3.50 per hour premium for all time worked. This provision does not apply to work performed on the Thanksgiving Day holiday or the Christmas holiday.
- 14.21** (a) Employees are required to wear uniforms at all times while on duty. Maintenance Department employees shall be provided four (4) clean pairs of uniforms each week except garage clerks and dispatchers who shall be provided three (3) clean uniforms each week. Employees

14.21(a) continued

shall have the option to select either a long or short sleeve style shirt on a one-time basis which shall be maintained during the term of the contract. The Company shall provide disposable coveralls at each garage for unusually dirty occurrences.

For employees who wish to have five (5) uniform changes each week, the Company will pay one-half (1/2) of the annual cost of providing the additional uniforms. The employee will be responsible for the remainder of the cost. Employees who wish to contract for the additional uniforms must do so for a period of at least one (1) year.

- (b) Raincoats, rubber hats and rubber boots shall be furnished to employees required to work outside in wet weather and to employees washing cars and buses where equipment and conditions warrant the use of these articles. They shall be of a substantial and serviceable nature. Overalls for spraying, aprons and gloves for sandblasters are likewise to be provided. Suitable gloves are to be provided where needed as mutually agreed.
- (c) When an employee changes job classifications and the nature of the work changes substantially, that employee, with the approval of the Director of Maintenance, may request a change in the type of uniform that is supplied. Such requests limited to once every twelve (12) months.
- (d) Company to provide T-shirts (3 per employee) for B&G Division Specialists, Maintenance Repairers, and Maintenance Helpers currently in the Division, and other employees when they are promoted into these positions. Employees will be permitted to purchase additional T-shirts at their own expense. Company will provide one (1) new T-shirt every other year. Employees will be responsible for maintaining T-shirts.
- (e) Two (2) jackets will be provided for B&G Division Specialists, Maintenance Repairers, and Maintenance Helpers. Replacement jackets will be provided as needed.

14.22 Employees required to work more than two (2) hours overtime continuously with regular work shall be furnished a meal allowance of not more than five dollars (\$5.00), provided a proper receipt is submitted and shall be allowed thirty (30) minutes time off without pay to obtain meal if they desire.

14.23 Employees shall be paid for actual time that is required to take any tests or examinations required by the Company for any job changes. Any employees ordered by the Company to attend instruction classes outside of their regular working hours shall be paid at their applicable rate of pay. Employees promoted to a higher classified job shall receive the higher rate of pay during the probationary period.



14.24 Where an employee is off duty due to illness, injury, or on vacation, and it is determined by the Company that a replacement is necessary, such replacement will be by employees of like classification whenever possible. It is understood that the employee called in shall work the hours of the employee they replaced. When employees of lower classification are selected, they shall receive rate of pay of classification held by individual replaced.

14.25 Trading of off days shall be permitted only in accordance with the following regulations:

- (a) Trading of off days will be permitted only between employees of like classification. In such cases, each employee will work the other employee's job. Employees making trades between shifts waive the time and one-half penalty in paragraph 14.02.
- (b) The trade must be within the same work week. Employee's working trades may not work two (2) consecutive shifts.
- (c) All trading of off days must be made by the supervisor in charge.
- (d) Third shift Garage Clerks and third shift Dispatchers may trade days off between themselves. When such day off trades are made, each employee will work the other employee's job.

14.26 Employees shall not be permitted to trade off days with themselves.

14.27 When it is necessary to appoint a Specialist in the Maintenance Department due to the absence of a Supervisor, the Company shall designate the employee in charge. Such designation shall be from the group of mechanics on duty in the 'A' mechanic job classification. If no 'A' mechanics are available or accept the appointment, it will be offered in descending classification order by Division seniority to mechanics who have a minimum of three (3) years Department seniority. If no one accepts, the least senior qualified mechanic will be required to accept the assignment. The mechanic shall be paid at the Specialist rate.

NOTE: Mechanic as used in this paragraph refers to mechanics in the 'A', 'B', and 'C' job classifications.

14.28 Two garage employees, one of whom must be a 'C' mechanic or higher, shall be assigned to all road calls requiring changing of tires, batteries, and towing all vehicles and trucks. Cleaners assigned to road calls shall be paid the garage mechanic helper wage rate.

14.29 Employees shall not be allowed to work inside of any bus while spraying is being done on it.

14.30 Safety glasses (plastic frame or standard steel frame) shall be worn as specified in safety rules posted in all divisions of the department. Safety glasses rules are subject to amendment as mutually agreed upon.

14.31 The Company will pay one hundred percent (100%) of the cost of corrective lens protective safety glasses procured at the place stipulated by the appropriate notice posted by the Company, but limited to one complete replacement of glasses to new prescriptions over two (2) years or longer. The Company will waive this two (2) year limitation on corrective lens glasses replacement:

- (a) If a doctor advises that the employee's eyes have changed requiring a change in prescription of lenses.
- (b) If damage occurs while on Company work. It is understood that the employee bears the expense of obtaining the prescription and that necessary repair of broken or damaged glasses while off duty is to be paid in full by the employee.

14.32 All mechanics on the payroll on January 1 of each year, who require a kit of tools to perform their job, shall by January 31, receive a tool allowance as follows:

Class	Shops	Garages	Effective Date				
			1/1/02	1/1/03	1/1/04	1/1/05	1/1/06
I	"A"	"A"					
	Mechanic	Mechanic	\$340	\$350	\$360	\$370	\$380
II	"B"	"C"					
	Mechanic	Mechanic	\$255	\$265	\$275	\$285	\$295
III	Shop & Building & Grounds Helper (seniority in job prior to 4/1/93)		\$195	\$200	\$205	\$210	\$215
IV	All Mechanic Helpers (except those covered by Class III)		\$170	\$175	\$180	\$185	\$190

Employee must have available for use a specified complement of tools, and must work one day in year to receive allowance.

14.33 The duly appointed representatives of the Union and of the Company shall continue the joint studies and investigation of safety practices for the purpose of suggesting improvements which may be agreed upon from time to time without disadvantage to either party.

Section E — Wages Rates

14.34 Wage rates for employees of the Maintenance Department, included in this agreement, shall be as follows for the term of this agreement:

14.34 continued

Occupational Group		Effective Date			
		4/1/01	4/1/02	4/1/03	4/1/04
MECHANICAL REPAIR DIVISION					
Specialist		21.22	21.54	21.86	22.19
Bus Mechanic	A2	20.35	20.66	20.97	21.28
	A1	20.05	20.35	20.66	20.97
	B2	19.22	19.51	19.80	20.10
	B1	19.00	19.29	19.58	19.87
Auto Mechanic	A2	20.35	20.66	20.97	21.28
	A1	20.05	20.35	20.66	20.97
Machine Operator	A2	20.35	20.66	20.97	21.28
	A1	20.05	20.35	20.66	20.97
Mechanic Helper	2	18.19	18.46	18.74	19.02
	1	17.99	18.26	18.53	18.81
Cleaner	2	17.72	17.99	18.26	18.53
	1	17.53	17.79	18.06	18.33
UNIT REPAIR DIVISION					
Specialist		21.22	21.54	21.86	22.19
Unit Repairer	A2	20.35	20.66	20.97	21.28
	A1	20.05	20.35	20.66	20.97
	B2	19.22	19.51	19.80	20.10
	B1	19.00	19.29	19.58	19.87
Machine Operator	A2	20.68	20.99	21.30	21.62
	A1	20.41	20.72	21.03	21.35
Welder	2	20.35	20.66	20.97	21.28
	1	19.65	19.94	20.24	20.54
Equipment Fabricator	2	20.68	20.99	21.30	21.62
	1	19.99	20.29	20.59	20.90
Electrician	A2	20.35	20.66	20.97	21.28
	A1	20.05	20.35	20.66	20.97
	B2	19.22	19.51	19.80	20.10
	B1	19.00	19.29	19.58	19.87

14.34 Unit Repair Division continued

		<u>Effective Date</u>			
<u>Occupational Group</u>		<u>4/1/01</u>	<u>4/1/02</u>	<u>4/1/03</u>	<u>4/1/04</u>
Upholsterer	A2	20.35	20.66	20.97	21.28
	A1	20.05	20.35	20.66	20.97
	B2	19.22	19.51	19.80	20.10
	B1	19.00	19.29	19.58	19.87
Tire Mechanic	A2	20.35	20.66	20.97	21.28
	A1	20.05	20.35	20.66	20.97
	B2	19.22	19.51	19.80	20.10
	B1	19.00	19.29	19.58	19.87
Mechanic Helper	2	17.72	17.99	18.26	18.53
		17.53	17.79	18.06	18.33

BODY & PAINT DIVISION

Specialist		21.22	21.54	21.86	22.19
Sheet Metal Mechanic	A2	20.68	20.99	21.30	21.62
	A1	19.99	20.29	20.59	20.90
	B2	19.22	19.51	19.80	20.10
	B1	19.00	19.29	19.58	19.87
Body & Paint Mechanic	A2	20.35	20.66	20.97	21.28
	A1	20.05	20.35	20.66	20.97
	B2	19.22	19.51	19.80	20.10
	B1	19.00	19.29	19.58	19.87
Body Repairer/Helper	2	17.72	17.99	18.26	18.53
	1	17.53	17.79	18.06	18.33

GARAGE

Specialist		21.22	21.54	21.86	22.19
Bus Mechanic	A2	20.35	20.66	20.97	21.28
	A1	20.05	20.35	20.66	20.97
	B2	19.22	19.51	19.80	20.10
	B1	19.00	19.29	19.58	19.87
	C2	18.78	19.06	19.35	19.64
	C1	18.60	18.88	19.16	19.45
Bus Mechanic (Division Seniority prior to 4/1/78)	C2	19.07	19.36	19.65	19.94
	C1	19.00	19.29	19.58	19.87
Clerk, Dispatcher	2	19.08	19.37	19.66	19.95
	1	18.87	19.15	19.44	19.73

14.34 Garage continued

		<u>Effective Date</u>			
<u>Occupational Group</u>		<u>4/1/01</u>	<u>4/1/02</u>	<u>4/1/03</u>	<u>4/1/04</u>
Clerk, Dispatcher (Division Seniority prior to 4/1/78)	2	19.34	19.63	19.92	20.22
	1	19.24	19.53	19.82	20.12
Mechanic Helper	2	17.84	18.11	18.38	18.66
	1	17.64	17.90	18.17	18.44
Cleaner	2	17.72	17.99	18.26	18.53
	1	17.53	17.79	18.06	18.33
Janitor		17.04	17.30	17.56	17.82

BUILDING & GROUNDS DIVISION

Electrician, HVAC Mechanic	A2	20.75	21.06	21.38	21.70
	A1	20.58	20.89	21.20	21.52
	B2	20.05	20.35	20.66	20.97
	B1	19.90	20.20	20.50	20.81
Pipefitter	2	20.68	20.99	21.30	21.62
	1	19.71	20.01	20.31	20.61
Maintenance Repairer	A2	20.35	20.66	20.97	21.28
	A1	20.05	20.35	20.66	20.97
	B2	19.22	19.51	19.80	20.10
	B1	19.00	19.29	19.58	19.87
Carpenter	2	20.35	20.66	20.97	21.28
	1	20.05	20.35	20.66	20.97
Maintenance Helper	A2	17.72	17.99	18.26	18.53
	A1	17.53	17.79	18.06	18.33
Maintenance Helper/Relief Security Guard		17.56	17.82	18.09	18.36
Janitor, Security Guard		17.04	17.30	17.56	17.82

Service increases shall be granted when due, in accordance with established procedure, and shall become effective on the first day of the payroll period nearest the anniversary date of employment or date of last classification, as the case may be. In cases where employees have been with the Company one (1) year or more and are transferred to classifications or occupations paying higher rates of pay, they shall receive the second year rate after six (6) months of service in the higher classification. In cases where employees have been with the Company

14.34 continued

one (1) year or more and are periodically transferred for temporary terms to occupations or classifications paying a higher rate of pay, the service increase shall apply six (6) months after the initial temporary assignment to the higher classified occupation.

14.35 A night shift differential shall be paid to employees working regular night shifts with work quitting times as follows:

From 8:01 p.m. - 2:00 a.m.	40¢
From 2:01 a.m. - 5:30 a.m.	45¢
From 5:31 a.m. - 10:00 a.m.	70¢

Section F — Special Provisions for Security Guards

14.36 *Left Blank for Future Use*

14.37 Each security guard shall be furnished with a book of rules governing their work. Such booklet is to cover all the duties and necessary information required for the job.

14.38 The Company shall furnish security guards with a flashlight or electric lantern, and shall furnish bulbs and batteries as needed.

14.39 The Company shall furnish security guards with raincoats, hats and boots of a serviceable nature during inclement weather where the performance of their duties requires them to go out into such weather.

14.40 Seniority shall be figured from the date of employment as a security guard in the group.

14.41 Time and one-half shall be paid to security guards for all time worked in excess of eight (8) hours per day or forty (40) hours per week. Time and one-half shall be paid to security guards working on their off day. This provision does not cover instances where employees exchange off days or work their off days to accommodate a fellow employee, in which cases only straight hourly rate is to be paid. Further, the exchange of off days must be between employees of like classification made with the supervisor's knowledge and approval.

Section G — Stolen Tool Agreement

14.42 (a) All Maintenance Department employees who are required to have personal tools are required to have a durable tool box equipped with a sturdy and usable lock.

(b) During all off-duty hours all of the employee's personal tools must be locked in the employee's own tool box.

(c) The Company will reimburse the employee for any of his personal tools which are stolen, providing the employee has exercised due and

14.42(c) continued

reasonable care and has locked his tools in his tool box during all off-duty hours. Each employee claiming reimbursement shall certify in writing, on a form to be provided by the Company, that the tools have been stolen from his locked tool box during off-duty hours, or from the employee's complement of tools while the employee was on duty. Such certification shall be under penalty of discharge for the filing of fraudulent claims.

(d) The Company will not reimburse an employee for stolen tools if the same kind of tools are supplied by the Company.

Section H — Single Vacation Days

14.43 Maintenance Department employees may split one (1) week of vacation into single vacation days (5 days) under the following rules:

(a) Employees with four (4) or more weeks of vacation shall be eligible to split one week (5 days) of vacation.

(b) All vacation shall be picked in full weeks at the time of the vacation pick. At the time of the vacation pick, employees must designate which week of picked vacation to be split.

(c) Single days may be taken on weekdays only, no Saturdays, Sundays or Holidays.

(d) Employees may request single vacation days by completing a vacation change slip showing the days requested. Requests must be completed and submitted at least twenty four (24) hours in advance of the date requested. Selected days will be deducted from the designated week. Unused days must be taken at the time of the scheduled vacation of the designated week.

(e) Single days may only be scheduled within the established vacation quota.

ARTICLE XV — SPECIAL PROVISIONS AND WAGE RATES FOR TREASURY DEPARTMENT EMPLOYEES

Section A — Wages

15.01 Wage rates for the Treasury Department employees included under this agreement shall be as follows for the term of this agreement:

<u>Occupational Group</u>		<u>Effective Date</u>			
		<u>4/1/01</u>	<u>4/1/02</u>	<u>4/1/03</u>	<u>4/1/04</u>
Supply Truck Operator	2nd Yr.	19.07	19.36	19.65	19.94
	1st Yr.	19.00	19.29	19.58	19.87

15.01 continued

Occupational Group		Effective Date			
		4/1/01	4/1/02	4/1/03	4/1/04
2 Color Offset Press Operator	A2	20.68	20.99	21.30	21.62
	A1	20.28	20.58	20.89	21.20
Offset Press Operator/ Specialty Press Operator	A2	20.15	20.45	20.76	21.07
	A1	19.55	19.84	20.14	20.44
Small Offset Press Operator	A2	19.18	19.47	19.76	20.06
	A1	18.60	18.88	19.16	19.45
Pre-Press Operator	A2	18.52	18.80	19.08	19.37
	A1	17.94	18.21	18.48	18.76
Post Press/Copy Equipment Operator	A2	17.03	17.29	17.55	17.81
	A1	16.43	16.68	16.93	17.18

Section B — General

- 15.02 Supply truck operators working late night shifts starting at or after 9:30 p.m. will be paid a night shift differential of six cents (6¢) per hour for all hours worked on such shift.
- 15.03 Time and one-half shall be paid for all time worked in excess of ten (10) hours per day or forty (40) hours per week in the Printing Division. In the Cashiers Division, time and one-half shall be paid for all time worked in excess of (8) hours per day or forty (40) hours per week. Time and one-half shall be paid for working on regular off days. This provision does not include instances where employees exchange off days or work their off days to accommodate a fellow employee, in which case straight hourly rate is to be paid.
- 15.04 The normal working schedule for the Printing Division shall be ten (10) hours per day, Monday through Thursday, inclusive, a total of forty (40) hours per week.
- 15.05 Each employee of the Printing Division and Cashiers Division shall be provided with three (3) clean pairs of coveralls or pants and shirts each week. Employees shall have the option to select either a long or short sleeve style shirt on a one-time basis which shall be maintained during the term of the contract. Employees are required to wear the uniforms at all times while on duty.
- 15.06 In the absence of the Printing Division Supervisor for four (4) hours or more, the Company shall designate an employee as acting supervisor. The employee so designated shall be paid the rate of the highest classification within the Division plus a premium of seventy-five cents (75¢) per hour for the time worked as acting supervisor.

- 15.07 Employees assigned work which requires use of equipment of a higher classified rate shall be paid the higher classified rate for the actual time the higher classified work is performed.
- 15.08 For holidays other than Martin Luther King Day, Printing Division employees shall have off on Friday if the holiday falls on a Saturday, and off on Monday if the holiday falls on Sunday.
- 15.09 Employees required to work more than two (2) hours overtime, continuously with regular work, shall be furnished a meal allowance of not more than five dollars (\$5.00), provided a proper receipt is submitted.

ARTICLE XVI — SPECIAL PROVISIONS AND WAGE RATES FOR SCHEDULE DEPARTMENT EMPLOYEES

Section A — General

- 16.01 Time and one-half shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week.
- 16.02 Employees required to work more than two (2) hours overtime, continuously with regular work, shall be furnished a meal allowance of not more than five dollars (\$5.00), provided a proper receipt is submitted.

Section B — Traffic Checkers

- 16.03 Wage rates for Schedule Department traffic checkers included under this agreement shall be as follows for the term of this agreement:

Occupational Group	Effective Date			
	4/1/01	4/1/02	4/1/03	4/1/04
Traffic Checker	17.66	17.92	18.19	18.46

- 16.04 Minimum guarantee for traffic checkers shall be forty (40) hours per week, allowing at least two (2) days off every week, providing that all assigned work in the week is performed or as otherwise noted in Paragraph 16.05 (g)(2). The allowable days off within a week shall be increased by the number of holidays occurring therein.
- 16.05 (a) Traffic Checkers shall receive time and one-half for all time worked on any weekday in excess of a spread of twelve (12) hours separate and apart from any other overtime payment.
- (b) Traffic Checkers shall receive time and one-half for all time worked on any Saturday, Sunday or holiday in excess of a spread of ten (10) hours separate and apart from any other overtime payments.
- (c) The work day shall be considered to be that day on which the work assignment starts.

- (d) Checkers will be paid for all breaks of less than one (1) hour. The shortest break between parts of a three-piece work assignment shall be paid to transform such work assignment into a two-piece assignment.
- (e) No assignment will pay less than two (2) hours.
- (f) All work ending after 1:00 a.m. or starting before 5:00 a.m. will receive a premium of one-half (1/2) hour pay.
- (g) If a checker starts a check and is unable to continue because of weather conditions or other acceptable reasons, the checker will be paid for what they worked with a minimum of one (1) hours pay.
 - (1) All permanent traffic checkers and temporary traffic checkers with at least three (3) months Traffic Checking Division seniority shall be provided severe weather pay of one (1) hour per month for each month worked for a maximum of twelve (12) hours per year. Any unused severe weather time shall be rolled over to the next year, and accumulated year to year. Unused severe weather time shall be paid out upon retirement or transfer into another Company position.
 - (2) Traffic checkers unable to complete their daily assignment because of severe weather shall have their guarantee for that week reduced by the severe weather time used, provided all other assigned work in the week is performed.
- (h) If a traffic checker is required to work an assignment which finishes after 8:30 p.m., notice of such assignment shall be posted three (3) days in advance. If it is not possible to give such notice, a one-half (1/2) hour premium penalty shall be added to the assignment.

16.06 Weekend work will be posted by Thursday. It is understood weekend work is subject to change. If a work assignment is required on the Friday of a scheduled four-day weekend off, such assignment must be posted by Monday noon. It is understood that such assignment is subject to change.

16.07 Checkers will receive thirty-five (35) minutes of pay when required to turn in checking cards. This allowance will not be paid when performing work in the office building.

16.08 Traffic Checkers required by the Company to drive their personal automobiles, will receive a per mile allowance at the rate established by the Internal Revenue Service for the mileage required to be driven, including between home and work, but residents outside of Milwaukee County will be paid only to and from the County Line.

16.09 On January 1st of each year of the contract, the Company shall pay an eighty-five (\$85) dollar clothing allowance to all permanent traffic checkers in positions as of January 1st.

Rain will not be considered an excuse for laying off of traffic checking duties.

ARTICLE XVII — SPECIAL PROVISIONS AND WAGE RATES FOR INFORMATION CENTER EMPLOYEES

Section A — General

- 17.01** Time and one-half shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week.
- 17.02** Employees required to work more than two (2) hours overtime, continuously with regular work, shall be furnished a meal allowance of not more than five dollars (\$5.00), provided a proper receipt is submitted.
- 17.03** Any employee temporarily transferred to a higher classified job shall be paid the rate of the higher classified job for the entire shift.

Section B — Wage Rates

17.04 Wage rates for telephone information agents shall be as follows:

<u>Occupational Group</u>		<u>Effective Date</u>			
		<u>4/1/01</u>	<u>4/1/02</u>	<u>4/1/03</u>	<u>4/1/04</u>
Telephone Information Agent	2nd Yr.	18.22	18.49	18.77	19.05
	1st Yr.	16.82	17.07	17.33	17.59

Information Agents selected for instructor duty shall be paid one dollar (\$1.00) per hour above the basic rate when performing such duty.

17.05 A night shift premium of forty cents (40¢) per hour shall be paid to employees working regular night shifts starting at or after 2:00 p.m. up to 10:29 p.m. A night shift premium of seventy cents (70¢) per hour shall be paid to employees working regular night shift starting at or after 9:30 p.m.

17.06 Normal working schedule shall be forty (40) hours per week, allowing two (2) days off per week.

17.07 Agents shall be allowed a fifteen (15) minute paid break as near as possible to the end of the second and sixth hours of their shift. A thirty (30) minute unpaid break shall be allowed as near as possible to the middle of the shift.

17.08 Information Agents required by the Company to drive their personal automobiles will receive a per mile allowance at the rate established by the Internal Revenue Service for the mileage required to be driven, including between home and work, but residents outside of Milwaukee County will be paid only to and from the County Line.

**ARTICLE XVIII — SPECIAL PROVISIONS AND WAGE RATES
FOR MATERIALS MANAGEMENT DEPARTMENT EMPLOYEES**

Section A — General

- 18.01** Time and one-half shall be paid for all time in excess of the regular scheduled hours in any one (1) day. All work outside of the employee's regular scheduled hours shall be at overtime rate, whether it is separate, before, or after regular hours. Time and one-half shall be paid for all time worked on an employee's regular day off.
- 18.02** (a) Materials Management employees assigned in advance to work at some location other than their regular work location shall report directly to the temporary workplace and shall receive one half (1/2) hour straight pay for travel time.
- (b) Temporary relief disbursers assigned to work in Materials Management shall receive one-half (1/2) hour travel time at the straight rate on the first day, or when the place of the assignment changes, unless the affected employee normally works at the location of the temporary assignment.
- 18.03** Employees shall be considered to have been given advance notice to report ahead of their regular scheduled hours when it is given to them during their regular work hours on the preceding day. In the event that this happens on an off day or weekend, it will be assumed that the time on the off day would be the same as if they were working.
- 18.04** (a) The Company may temporarily transfer Materials Management Department employees to a different location, crew, or classification within the Department for periods not to exceed six (6) calendar months. This does not include employees in any training program.
- (b) The temporary transfer will be offered by seniority to the qualified employees in the affected division beginning with the appropriate classification in descending order. Employee shall have the right to reject the temporary transfer if there is a less senior qualified employee available.
- (c) Employees temporarily transferred to a position paying a lower rate shall receive their regular rate of pay while holding such position. If the transfer is made to accommodate an employee, such employee shall be paid the wage rate applicable to the new occupation.
- (d) Employees temporarily transferred to a higher classified job shall be paid the rate of the higher classified job for the actual time the higher classified work is performed with a minimum of four (4) hours per transfer, not to exceed the number of hours actually worked.
- (e) Employees returning to their former occupation after a temporary transfer shall receive their former rate of pay immediately.

18.04 continued

- (f) Any employee temporarily transferred as an Instructor shall be paid an Instructor premium of one dollar (\$1.00) per hour above the employee's normal hourly rate.
- (g) Employees temporarily transferred to a garage disburser job for more than one (1) day cannot be bumped from that job by a more senior employee until the end of the normal work week during which the more senior employee returned to work.

- 18.05** A complete seniority list, showing name, occupation and date of entering service in a group, shall be posted at all times at locations conveniently accessible to all members of the group. Seniority lists are subject to amendments as mutually agreed upon and are to be brought up to date every six (6) months.
- 18.06** Seniority in the Materials Management Department shall be in accordance with the straight seniority rule. The employee with the longest service in the Department shall be given preference when bidding on open positions within the Department, if he/she is qualified.
- 18.07** When a job vacancy is filled in accordance with Paragraph 10.01, the new successful qualifying applicant shall be notified, assigned to the new job and given the rate of pay associated with the new position, within fifteen (15) days, excluding Saturdays, Sundays and holidays, after the job is awarded. The foregoing time limit shall not apply when a vacancy is being filled in anticipation of a retirement or termination. The Company shall notify the Union office of its intention to post, or not to post, any job that becomes vacant within ten (10) days of such vacancy excluding Saturdays, Sundays and holidays.
- 18.08** Materials Management Department employees' working schedule shall be eight (8) hours per day, a total of forty (40) hours per week.
- 18.09** Ten (10) minute cleanup period shall be allowed at the end of each shift, to be used to clean up the work area. After such cleanup, the employee may also clean up his person, including changing clothes. Time cards shall not be punched out before the scheduled quitting time.
- 18.10** Employees shall not be required to take any time off in order to limit their scheduled hours where such employees have put in overtime for emergency work.
- 18.11** For holidays other than Martin Luther King Day, Materials Management Department employees shall have off on Friday if the holiday falls on a Saturday, and they shall have off on Monday if said holiday falls on a Sunday.
- 18.12** (a) Employees are required to wear the uniforms at all times while on duty. Each employee of the Materials Management Department shall be provided with three (3) clean pairs of coveralls or pants and shirts each week. Employees shall have the option to select either a long

18.12(a) continued

or short sleeve style shirt on a one-time basis which shall be maintained during the term of this contract.

For employees who wish to have five (5) uniform changes each week, the Company will pay one-half (1/2) of the annual cost of providing the additional uniforms. The employees will be responsible for the remainder of the cost. Employees who wish to contract for the additional uniforms must do so for a period of at least one (1) year.

- (b) Suitable gloves and other equipment are to be provided where needed as mutually agreed, and when equipment and conditions warrant use of these articles.
- (c) When an employee changes job classifications and the nature of the work changes substantially, that employee, with the approval of the Director of Materials Management Department, may request a change in the type of uniform that is supplied. Such requests are limited to once every twelve (12) months.
- (d) Company to provide T-shirts (3 per employee) for regular full-time and entry-level Materials Management employees currently in the Department, and other employees who enter regular positions in the Department. Employees will be permitted to purchase additional T-shirts at their own expense. Company will provide one (1) new T-shirt every other year. Employees will be responsible for maintaining T-shirts.

18.13 Employees required to work more than two (2) hours overtime continuously with regular work shall be furnished a meal allowance of not more than five dollars (\$5.00), provided a proper receipt is submitted, and shall be allowed thirty (30) minutes time off without pay to obtain a meal if they desire.

18.14 Employees shall be paid for actual time that is required to take any tests or examinations required by the Company for any job changes. Any employee ordered by the Company to attend instruction classes outside of their regular working hours shall be paid at their applicable rate of pay. Employees promoted to a higher classified job shall receive the higher rate of pay during the probationary period.

18.15 When it is necessary to appoint a specialist in the Storeroom due to the absence of a supervisor, the Company shall designate the employee in charge. Such designation shall be from the group of highest classified employees on duty. Those employees shall be paid the specialist rate.

18.16 Materials Management employees shall wear safety glasses in all shop and garage areas where safety glasses are required.

18.17 The Company will pay one hundred percent (100%) of the cost of corrective lens protective safety glasses procured at the place stipulated by appropriate notice posted by the Company, but limited to one

18.17 continued

complete replacement of glasses to new prescriptions over two (2) years or longer. The Company will waive this two (2) year limitation on corrective lens glasses replacement:

- (a) If a doctor advises that the employee's eyes have changed requiring a change in prescription of lenses.
- (b) If damage occurs while on Company work; it is understood that the employee bears the expense of obtaining the prescription and that necessary repair of broken or damaged glasses while off duty is to be paid in full by the employee.

18.18 When an employee is temporarily scheduled for a shift different than their original shift, they shall be paid time and one-half for such work, except for employees being trained.

18.19 When employees are called back to work after having completed a regular day's work, time and one-half shall be paid, but the amount so paid shall not be less than the equivalent of three (3) hours pay at straight time.

Section B — Wage Rates

18.20 Wage rates for employees of the Materials Management Department, included in this agreement, shall be as follows for the term of this agreement:

		<u>Effective Date</u>			
<u>Occupational Group</u>		<u>4/1/01</u>	<u>4/1/02</u>	<u>4/1/03</u>	<u>4/1/04</u>
Specialist		21.22	21.54	21.86	22.19
Shipper and Receiver	2	19.65	19.94	20.24	20.54
Shipper and Receiver	1	19.42	19.71	20.01	20.31
Unit Exchange Clerk,	2	19.34	19.63	19.92	20.22
Garage Disburser,	1	19.06	19.35	19.64	19.93
Disburser,					
Material Handler					
Truck Driver	2	19.07	19.36	19.65	19.94
	1	19.00	19.29	19.58	19.87
Disburser Helper	2	18.52	18.80	19.08	19.37
	1	18.26	18.53	18.81	19.09

Section C — Single Vacation Days

18.21 Materials Management Department employees may split one (1) week of vacation into single vacation days (5 days) under the following rules:

- (a) Employees with four (4) or more weeks of vacation shall be eligible to split one week (5 days) of vacation.
- (b) All vacation shall be picked in full weeks at the time of the vacation pick. At the time of the vacation pick, employees must designate which week of the picked vacation to be split.
- (c) Single days may be taken on weekdays only, no Saturdays, Sundays or Holidays.
- (d) Employees may request single vacation days by completing a vacation change slip showing the days requested. Requests must be completed and submitted at least twenty four (24) hours in advance of the date requested. Selected days will be deducted from the designated week. Unused days must be taken at the time of the scheduled vacation of the designated week.
- (e) Single days may only be scheduled within the established vacation quota.

ARTICLE XIX — HOLIDAYS

19.01 So far as practicable, employees shall not be required to work on the following holidays or days celebrated for them:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

19.02 Holidays (listed above) or days celebrated for them, not worked, will be paid as eight (8) hours at the employee's basic straight time rate, provided the employee works on the work days regularly scheduled before and after the holiday, unless a reasonable cause for not working is shown. All employees will receive this holiday pay, regardless of whether the holiday falls on a scheduled on-duty or off-duty day.

19.03 Employees who work on a holiday, whether or not they work on the scheduled work day before or after the holiday, shall be paid the regular straight time provided above, plus:

- (a) Straight time for any hours actually worked within their normal or basic scheduled eight (8) hours, and
- (b) Time and one-half for any hours actually worked outside the normal eight (8) or basic scheduled hours.

Of the total pay time provided for in the foregoing paragraphs, only the portion representing straight time payment for time actually worked is to be included in the basic hours subject to overtime calculations.

- (c) Full-time and entry-level employees scheduled to work on the Thanksgiving Day holiday or the Christmas holiday shall be paid time and one-half for all work performed. Paragraph 19.03(c) is separate and apart from paragraphs 19.03(a) and 19.03(b) which will not apply to the Thanksgiving Day holiday or the Christmas holiday.

19.04 Employees on paid vacation when a holiday occurs shall receive holiday pay in addition to vacation pay.

19.05 Employees on paid sick leave when a holiday occurs shall receive holiday pay, but there shall be no duplication of holiday pay and paid sick leave for the same day.

19.06 Holiday pay on scheduled work day, will be allowed Transportation Department extra operators over and above normal calculations of minimum wage payments.

19.07 Employees reporting late for work on a regularly scheduled work day before, on, or after a holiday shall receive holiday pay, providing they make themselves available for work by telephoning or reporting in person.

19.08 Employees absent on the regularly scheduled work day before or after the holiday will receive the holiday pay provided that they have been excused by their supervisor or division manager or are absent due to injury or illness of not more than ninety (90) days duration.

19.09 For employees on shift work or for transportation operators, provisions of this article shall apply to shift work which starts within the holiday period. For the Transportation Department the twenty-four (24) hour period to be designated as the holiday shall be in accordance with the general understanding of the transportation work day (i.e., 3:00 a.m. to 3:00 a.m.) as outlined in Paragraph 13.063.

19.10 All entry-level employees with three (3) calendar months of service will be paid four (4) hours pay for each paid holiday.

ARTICLE XX — PERSONAL DAYS

20.01 (a) Employees on the payroll as of January 1st of the year shall be allowed five (5) personal days off with pay, except employees hired after August 10, 2001, who are on the payroll as of January 1st of the year shall be allowed personal days off with pay as follows:

- 1st year - 2 personal days
- 2nd year or more - 5 personal days

20.01 continued

- (b) Employees hired between January 1st and June 30th of any given year shall be eligible for one (1) personal day effective July 1st of that year. Employees hired after June 30th of any year shall not be eligible for any personal day allowance in that year, but shall be eligible for personal days effective January 1st for the following year in accordance with paragraph 20.01 (a) above.
- (c) Employees on the payroll as of January 1st who have twenty five (25) or more years of full-time Company seniority shall be allowed one (1) additional personal day off with pay, for a total of six (6) personal days during the calendar year.
- (d) Employees who attain twenty five (25) years of full-time Company seniority between January 1st and June 30th of any given year shall be eligible for one (1) additional personal day off with pay effective July 1st of that year, for a total of six (6) personal days during the calendar year.

20.02 Personal days may not be carried over to following years. Unused personal days shall be paid as follows:

- (a) By January 31st of the following year for employees who were employed during the year;
- (b) To retiring employees;
- (c) To the estate of deceased employees.

Unused personal days shall not be paid to employees who are discharged for cause.

20.03 Personal days shall be paid as eight (8) hours at the employee's regular straight time rate.

20.04 Personal days may be taken at any time during the calendar year in which they are accrued in periods of not less than eight (8) hours, subject to approval of the Department Head. Supervisory personnel shall make every reasonable effort to allow employees to make use of personal days as the employee sees fit, it being understood that the purpose of such leave is to permit the employee to be absent from duty for reasons which are not justification for absences under other existing rules relating to leave with pay.

20.05 Requests for personal days off shall be made by signing in a "day off" book to be kept by each supervisor in charge. Sign-up shall be made no earlier than one hundred twenty (120) days nor later than 12:00 noon of the day before the requested off day. For employees in the Maintenance Department, sign-up for personal days shall be made no earlier than one hundred eighty (180) calendar days nor later than the start of the shift that they wish to take as a personal day as follows: eighteen (18) hours before the start of the shift for first shift employees and twenty-four (24) hours before the start of the shift for all other employees.

20.06 In order to assure the orderly conduct of business, limitations must be established on the number of personal days absences which will not be permitted on any one day. However, the minimum limitations shall be as follows:

Transportation Department:

Fiebrantz Station (FZ)	Four (4) per day
Kinnickinnic Station (KK)	Five (5) per day
Fond du Lac Station (FD)	Six (6) per day

Traffic Checkers

One (1) per day

Maintenance Department

Garage Personnel

One (1) per shift per garage, except Summerfest (3 per day at FDL, 2 per day at KK and FZ, but no more than one per shift).

Information Agents

One (1) per day

Materials Management Department

One (1) per day

In all other groups, permission to be off shall be at the discretion of the supervisor.

20.07 Emergency requests shall be given consideration to the extent possible.

20.08 Granting of requests shall be in order of sign-up.

20.09 An employee may not be signed up for more days than his or her entitlement.

20.10 Personal days may not be used for the following:

- (a) To obtain additional or duplicate pay for vacations, paid sick days or scheduled off days.
- (b) To receive pay for a sick leave, bumper day.

20.11 Employees of the Maintenance Department and Materials Management Department may split personal days under the following conditions:

- (a) Split personal days must be taken in four (4) hour blocks, and must be taken during either the first or last four hours of the shift.
- (b) Split personal days will be permitted within the negotiated personal day quota.
- (c) In work areas on a summer hours schedule, split personal days will not be permitted during summer hours on Fridays.
- (d) When filling overtime in the Garages due to split personal days, established overtime guidelines will be used. If any request for a split

20.11(d) continued

personal day is made after 12:00 noon of the day before the requested day off, the Company reserves the right to use day off or partial overtime.

ARTICLE XXI — VACATIONS

21.01 Regular full-time employees, who, on or before the first day of November of any year have been in continuous service for twelve (12) months or more, shall be entitled to vacations with pay in accordance with the following schedule:

<u>Length of Service on or before November 1</u>	<u>Allowable Vacation</u>
Class 1 One year or more but less than two years	5 working days
Class 2 Two years or more but less than five years	10 working days
Class 3 Five years or more but less than twelve years	15 working days
Class 4 Twelve years or more but less than twenty years	20 working days
Class 5 Twenty years or more but less than twenty eight years	25 working days
Class 6 Twenty eight years or more	30 working days

21.02 The period of service used in determining the allowable vacation shall be computed as the period of continuous service from the date the employee entered the service of the Company. However allowable vacation shall be reduced by accumulated full-day absences on the preceding year as follows:

- (a) Absences due to illness or injury off duty, in excess of ninety (90) calendar days, shall reduce the allowable vacation by one-twelfth (1/12) for each twenty-two (22) working days, or major fraction thereof, of such excess.
- (b) Absences due to injury on duty, in excess of one year, shall reduce the allowable vacation by one-twelfth (1/12) for each twenty-two (22) work days, or major fraction thereof, of such excess.
- (c) All other absences, except for Union or Credit Union business, jury duty, and armed forces reserve training, in excess of ten (10) excused absence days per year, shall reduce the allowable vacation by one-twelfth (1/12) for each twenty-two (22) work days, or major fraction thereof, of such excess.
 - (1) Laid off employees rehired and reinstated on the payroll of the Company before the first (1st) day of November of any year shall be entitled to a minimum of five (5) days vacation with pay after again completing twelve (12) months or more of continuous service.
- (d) Employees with reduced vacation pay shall be notified in writing of the reduction as soon as possible after the first day of the year.

21.03 The amount of vacation pay shall be the employee's regular hourly wage rate set forth by the wage schedules, multiplied by the number of days allowed for the vacation period at eight (8) hours per day.

21.04 The period during which vacations are scheduled shall be settled between the department head and the proper employee representative. The department head shall agree with the employee representatives on the scheduling of vacations for the various individuals and the schedule which shall be posted there after shall not be departed from except by mutual agreement.

21.05 Vacation weeks may be picked singly, however, the practice of splitting vacations should be discouraged and should not be required by the department. If, however, the nature of the work, working conditions, or personnel makes such an arrangement desirable to the satisfactory performance of Company work, it may be arranged with the approval of the department head.

21.06 Vacations may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each calendar year.

21.07 A vacation may not be waived by an employee and extra pay received by working during that period.

21.08 Vacation allowance to employees leaving service will be governed by the following provisions:

- (a) (1) Employees who are laid off, discharged, or who resign after their vacation but before the end of the same calendar year, will not be granted any further vacation or vacation pay.

Note: Exception to the above will be that of employees with twenty (20) years or more of service laid off after June 1, but before the end of the calendar year, such employees will be paid their normal vacation for the following year, reduced by one-twelfth (1/12) for each month or major fraction thereof, the employee is out of service before December 31.

- (2) Employees who leave Company service, for any reason, prior to the anniversary date which entitled them to the initial week of vacation (Class 1) in the current year will have the equivalent pay for that week of vacation deducted from their final paycheck if that vacation week has already been taken. If that week of vacation has not been taken prior to the time of leaving service, no payment for that week will be made to the employee.

- (b) Except as provided in paragraphs (a)(1) and (a)(2) above, employees who are laid off, discharged or who resign after completing the calendar year will be paid their normal vacation pay. It is understood that for the purpose of this paragraph, completing the calendar year will be accomplished by an employee actually working until the end of the year or the last scheduled day of work for the year.

21.08(b) continued

Employees who are on leave of absence due to illness or injury as of January 1 of the current year and go on pension or die during the current year without having returned to work will be entitled to vacation allowance as though they had returned to work. In cases of illness or injury which are likely to be protracted, employees who are on the sick list as of January 1st of the current year and remain on the sick list, will be paid their scheduled vacation pay as though they had returned to work, provided their attending physician will certify as to the nature of the illness or injury, the beginning date when the employee was under the physician's care, and the probable length of time the employees will be unable to attend to their normal duties.

- (c) Employees who die before the end of the current year will be paid their normal vacation pay which would have been payable the following year, reduced by one-twelfth (1/12) for each month or major fraction thereof, the employee is out of service before December 31. The effective date for out of service is the last day worked except that vacation time following and contiguous with actual time worked shall be considered work days. Payment in accordance with this paragraph will be made to the estate of a deceased employee.
- (d) Employees who are released in any year will be paid the vacation pay which they would have been entitled to receive in that year, as if they had returned to work. A released employee returning to work in a subsequent year within the qualifying period (Paragraph 31.04) will receive no vacation pay in that year.

(The term "Released" normally refers to employees who are required to leave service because they are unable to carry on their work due to reasons of health or physical condition beyond their control.)

21.09 Wages covering any part of the vacation period shall not be paid in advance. Such wages shall be paid on the regular pay day.

21.10 Members of the Union who are members of an active reserve of the armed forces and are required to report for annual active duty training may exercise one of the following options:

- (1) Apply two (2) weeks of their vacation allowance to the time lost.
- (2) Apply one (1) week of their vacation allowance to the time lost.
- (3) Take a military leave of absence for the time lost.

21.11 (a) Entry-level employees in their first or second year of employment as of April 1st shall receive a one (1) week paid vacation [at thirty (30) hours per week] in the following calendar year. In the event they become full-time employees prior to November 1st, they shall receive a one (1) week vacation in the following calendar year as a full-time employee and not as an entry-level employee. In the event

21.11(a) continued

they become a full-time employee after November 1st, they shall be permitted to take their vacation as picked as an entry-level employee, but at forty (40) hours per week. Allowable vacation shall be reduced by accumulated full-day absences in the preceding year as provided in paragraph 21.02.

- (b) Entry-level employees in their third or more year of employment as of April 1st shall receive a two (2) week paid vacation [at thirty (30) hours per week] in the following calendar year. In the event that they become full-time employees prior to their vacation, they will be permitted to take their vacation as picked as an entry-level employee, but at forty (40) hours per week. Allowable vacation shall be reduced by accumulated full-day absences in the preceding year as provided in paragraph 21.02.
- (c) Seniority accrued for vacation as an entry-level employee is not counted towards vacation progression as a full-time employee. Entry-level employees who have accrued vacation shall not lose their vacation. Rather, they shall have their vacation frozen until their full-time seniority shall allow them to progress to the next level of vacation.
- (d) An entry-level vacation pick for entry-level bus operators will be held in November for the following calendar year. Entry-level vacation picks for other classifications of entry-level employees will be scheduled according to Paragraph 21.04.

ARTICLE XXII — SICK LEAVE

22.01 Absences of regular hourly paid employees from duty due to illness, shall be permitted with pay only under the following regulations:

- (a) There shall be no allowance during the first six (6) months of continuous employment.
- (b) During the second six (6) months, a total of three (3) days shall be allowed.
- (c) After one (1) year of continuous employment, and effective as of January 1, of the following year, a total of eight (8) days absence with pay shall be allowed in any calendar year, exclusive of the vacation period. After expiration of the second six (6) months, an additional sick day shall be allowed equal to one-twelfth (1/12) of the normal allowances for each month, or major fraction thereof, remaining in that calendar year. Any employee who has perfect attendance for one (1) year (January 1 thru December 31) shall be granted one (1) additional sick day for the next year.
- (d) Should the allowable absence not be used in any calendar year, the unused portion of sick leave heretofore credited shall be accumulated and added to the unused allowances of following years

22.01(d) continued

until a total of one hundred thirty-five (135) working days is reached. Any current year allowances for illness, which, if added to the accumulated unused allowance of previous years as of the first (1st) day of January would total more than one hundred thirty-five (135) working days, shall not be granted. Upon retirement or death, unused accumulation of sick leave up to one hundred twenty (120) days maximum shall be paid to the employee or their estate.

- (e) (1) The first full work day of any illness shall be considered a waiting period day and shall not be compensable under this provision. If the first full work day of any illness is a holiday, that day shall not be counted as the waiting period day. If employees work not more than four (4) hours on a regular work day and they become ill and unable to continue working, that day shall be counted as the waiting period day. The waiting period day will be waived for any absence resulting from a work-related injury for which the employee is required to obtain immediate medical attention from a licensed physician.
- (2) There will be no waiting period day for any employee who has thirty-eight (38) or more days of accumulated sick leave at the time of an absence.
- (f) Absences of regular hourly paid employees from duty due to disabling injury shall be subject to the above rules governing absences due to illness, except that no wage shall be paid for absences due to injuries which are compensable under the provisions of the Workers Compensation Act. Absences due to disabling injuries which are not compensable under the Workers Compensation Act shall be added to absences due to illness, so that the maximum number of days for which wage is paid shall not exceed the number provided for in Paragraphs (a), (b), (c), (d) or (e) above.
- (g) All absences in excess of the above shall be noted on payroll records and an employee shall not be paid for such absent time, except as pay for such absences is provided for elsewhere in this agreement.
- (h) The wage payable for the allowed absences due to illness as set forth above shall be at the rate of eight (8) hours per day computed at the rate set forth in the labor agreement for the employee's occupation.
- (i) In case of illness or injury, which is likely to be protracted, an employee who is on the sick list as of January 1 of the current year and remains on the sick list shall be granted sick leave allowance as though the employee had returned to work, providing the employee's attending physician certifies as to the nature of the illness or injury, the beginning date when the employee was under the physician's care, and the probable length of time the employee will be unable to perform normal duties.

- 22.02 If employees become ill and unable to report for work, it is necessary that they or some member of their family or other representative call the Company promptly, (the person in Company so designated by department head) and report the nature of illness, and at what location (home, house of relative, or hospital) they will be convalescing. If later there is a change in such location, this information must also be relayed as soon as possible to the Company.
- 22.03 Requests for maternity leave shall be in writing and must be accompanied by a written statement from the attending physician. The statement shall include the expected delivery date, a medical determination concerning the employee's ability to work, and the date it will be medically necessary to commence the leave. Maternity leave shall expire six (6) weeks following the birth of the child. At the expiration date, the employee must either return to work at the pre-leave capacity, or submit medical evidence sustaining the continued disability.
- 22.04 Employees may use three (3) days of accumulated sick leave per year for serious illness of immediate family (husband, wife, children, parents). Such leave will be recorded as regular sick leave on employee's records.
- 22.05 It is the Company's intent to minimize delays in employees receiving clearance from the Company doctor to return to work. When an employee is subject to the Company doctor's clearance in order to return to work, the Company will pay the employee for any time lost in excess of two (2) days (excluding Saturdays, Sundays and holidays) due to unavailability of Company doctors under the following conditions:
 - (a) The employee will be responsible for scheduling timely appointments with personal and Company doctors so as to minimize time between appointments. The employee will be responsible for providing the Company doctor with necessary records and documentation.
 - (b) An employee who cannot obtain a timely appointment [within two (2) days after appointment with personal doctor] with the Company doctor, should immediately contact the Manager of Employee Benefits, who will schedule the appointment.
 - (c) The two (2) day lost-time waiting period shall be the two (2) days following the employee's appointment with their personal doctor or the two (2) days following the day of contact with the Manager of Employee Benefits, whichever is later.
 - (d) The Manager of Employee Benefits must be contacted before 12:00 noon or the lost-time waiting period is increased to three (3) days.
- 22.06 When mutually agreed upon by the Company and the Union, an employee may donate, once per year, two (2) of their accumulate sick days to another employee who, because of a grave and extended illness of at least thirty (30) working days, has exhausted all of their sick leave allowance.

ARTICLE XXIII — FUNERAL LEAVE

23.01 Employees shall be excused with pay from three (3) regularly scheduled work days within the funeral period to attend the funeral of a member of their immediate family, and such absences shall not be charged against sick leave. Immediate family is defined as: mother, father, son, daughter, wife, husband, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, foster father, foster mother, step-mother, step-father, and step-children. Employees shall be excused with pay from one (1) regularly scheduled work day within the funeral period to attend the funeral of their grandchildren, brother-in-law, sister-in-law, maternal grandmother, maternal grandfather, paternal grandmother and paternal grandfather.

When it is necessary to extend the funeral period due to travel, employees may do so through the use of personal days. Such use of personal days is not subject to the personal day limits in Paragraph 20.06. Should the funeral period occur during an employee's vacation, the vacation period may be extended with pay by the length of the allowable funeral leave.

ARTICLE XXIV — JURY DUTY

24.01 The Company and the Union recognize the civic responsibility of each employee to respond to a call to jury duty where such can be done without serious interference with the Company's business. Accordingly, it is agreed that an employee shall be released from work for jury duty but should not suffer any substantial reduction in pay thereby, taking into consideration fees received for such jury duty and provided the employee makes reasonable effort to report for whatever work the Company can make available.

24.02 In applying the above policy, an employee shall be paid for all work performed at regular applicable rates. Any deficiency in the eight (8) hours pay per work day resulting from absence for jury duty shall be paid for at the employee's regular straight time rate except that a deduction shall be made for jury fees received. It is understood that the jury duty fees received for jury service on employee's regular scheduled off days shall not be used in computing any deficiency in eight (8) hours of pay per work day.

ARTICLE XXV — PAYROLL DEDUCTIONS FOR UNION DUES, INITIATION FEES, AND C.O.P.E

25.01 (a) The Company agrees to deduct each month from the wages of every employee who signs a CHECK-OFF AUTHORIZATION AND ASSIGNMENT (Exhibits "A" and "B") the amounts of their monthly Union dues and initiation fee payments set forth in the by-laws of the Union, and by the fifteenth (15th) day of each month remit the total of such deductions with a list of deductions to the financial secretary of the Union. It is understood that such check-off authorizations are revocable in the manner stipulated therein. Copies of such check-off

25.01(a) continued

authorizations are attached hereto marked Exhibits "A" and "B" and are part of this agreement. The Union accepts full responsibility for obtaining check-off authorizations from its members and delivering such authorizations to the Company. The Union agrees to take care of the collection of assessments.

(b) Company agrees to deduct Union dues from pension checks for retiree's requesting that this be done.

25.02 The Company agrees to deduct from the wages of any member of the Union who signs a deduction authorization, the amounts specified therein for voluntary contributions to the Union's Committee on Political Education (C.O.P.E.). The deduction authorization form shall be provided by the Union in a form acceptable to the Company.

**EXHIBIT "A"
CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

I, the undersigned member of the Amalgamated Transit Union, Division 998, herewith authorize my employer, Milwaukee Transport Services, Inc., and its successors or assigns to deduct from my wages my monthly Union dues set forth in the by-laws of Local Division 998 and direct that such amount be sent to the financial secretary of Local Division 998 for and on my behalf. The above deduction is to be made from the wages normally paid to me on the T.E.M.B.S. dues pay day of the month.

This authorization and assignment shall be irrevocable for the term of this Labor Agreement between the Union and the Company or for one (1) year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company (copy to be sent to Division #998 by me) at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of this agreement of my desire to revoke the same.

Signed _____

Date _____, 20_____

Witness _____

EXHIBIT "B"

NAME _____

STATION NUMBER _____

LOCAL 998 INITIATION FEE AND DUES DEDUCTION AUTHORIZATION

I, the undersigned member of the Amalgamated Transit Union, Local 998, herewith authorize my employer, the Milwaukee Transport Services, Inc., to deduct my initiation fee of two-hundred fifty (\$250) dollars in 25 installments of ten (\$10) dollars each and my monthly Local 998 Union dues as set forth in the Local 998 by-laws and direct that such amounts so deducted be sent to the Financial Secretary of Local 998 for and on my behalf.

This authorization and assignment shall be irrevocable for the term of this Labor Agreement between Local 998 and the Company, or for one (1) year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company (copy to be sent to Local 998 by me) at least sixty (60) days and not more than seventy-five (75) days before my periodic renewal date of this agreement of my desire to revoke the same.

WITNESS _____

SIGNED _____

ARTICLE XXVI — COST-OF-LIVING FORMULA

26.01 Beginning April, 2001 and extending through March, 2007, a cost-of-living wage adjustment will be made to hourly wage rates on a quarterly basis effective the first full week of the quarter. The cost of living adjustment, for fourth year bus operators, will be one cent (1¢) per hour for each .201 point change the U.S. Department of Labor's Consumer Price Index Number - (Urban Wage Earners and Clerical Workers; 1982-84 = 100) for the base month November 2000; CPI-W 170.9. The cost of living wage adjustment for all other job classifications will be equivalent to the ratio of the base wage rate of the job classification to the base wage rate of the fourth year bus operator. The base month for each quarter is as follows:

26.01 continued

Base Month	Year	Quarter	Year
February	2001	April - June	2001
May	2001	July - Sept.	2001
August	2001	Oct. - Dec.	2001
November	2001	Jan. - March	2002
February	2002	April - June	2002
May	2002	July - Sept.	2002
August	2002	Oct. - Dec.	2002
November	2002	Jan. - March	2003
February	2003	April - June	2003
May	2003	July - Sept.	2003
August	2003	Oct. - Dec.	2003
November	2003	Jan. - March	2004
February	2004	April - June	2004
May	2004	July - Sept.	2004
August	2004	Oct. - Dec.	2004
November	2004	Jan. - March	2005
February	2005	April - June	2005
May	2005	July - Sept.	2005
August	2005	Oct. - Dec.	2005
November	2005	Jan. - March	2006
February	2006	April - June	2006
May	2006	July - Sept.	2006
August	2006	Oct. - Dec.	2006
November	2006	Jan. - March	2007

ARTICLE XXVI I — T.E.M.B.S.

27.01 No member of the Union who is an employee of the Company and who is also a member of the Transport Employees' Mutual Benefit Society shall, due to membership in Local 998, be denied any rights, benefits or privileges common to members of the Transport Employees' Mutual Benefit Society.

27.02 On behalf of all of its employees whether or not with the bargaining unit covered by this agreement, the Company will contribute the following to and for Transport Employees' Mutual Benefit Society:

Office space, office furniture and equipment data management, mimeographing and telephone service as currently being used by the Society.

ARTICLE XXVIII — LIFE INSURANCE

28.01 The Company agrees to continue benefits for the duration of the agreement for employees and retired employees as follows:

(a) Full premium on Term Life Insurance for active employees, such policy to have a face value of twenty-five thousand dollars (\$25,000).

28.01(a) continued

Policy shall terminate upon date of termination of active employment with the Company for any reason other than retirement on pension under the Company's Pension Plan.

- (b) Full premiums on \$500 Ordinary Life Insurance Policies for all employees who retired before April 1, 1982.
- (c) Full premiums on a Term Life Insurance Policy for all employees who have retired on pension from the Company, at the face value in effect at the time of their retirement. The face value for employees retiring on or after April 1, 2001 will be eight thousand five hundred dollars (\$8,500).
- (d) Company shall retain ownership of said Term Life Insurance policies, excepting that the insured shall have the right to designate the beneficiary thereof.

ARTICLE XXIX — PENSIONS

- 29.01 (a) All employees who retire on or after April 1, 2001 shall have their pension benefits computed in accordance with the Transport Employees' Pension Plan, amended April 1, 2001.
- (b) All active employees covered under said pension plan, who are members of Local 998 bargaining unit, shall contribute to the pension fund an amount equal to fifteen percent (15%) of the actuarially determined contribution amount necessary to fund the plan.

ARTICLE XXX — SUPPLEMENTAL PAYMENT TO PENSIONERS

- 30.01 As of April 1, 1987, all Company employees, who retired on pension prior to April 1, 1986, shall receive a supplemental pension payment of ten dollars (\$10.00) per month. This supplemental pension payment shall be increased to twenty dollars (\$20.00) per month on April 1, 1988.
- 30.02 In the event retired employees receive unemployment compensation from the Company unemployment compensation reserve fund, their benefits shall be reduced by the amount that such unemployment compensation exceeds their monthly retirement benefits under the Transport Employees' Pension Plan, effective April 1, 1978.

ARTICLE XXXI — LAYOFFS AND RECALLS

- 31.01 (a) Layoffs, because of lack of work, shall be in accordance with straight seniority rule. When reductions in the work force are to be made, the Company shall select the positions to be eliminated. To avoid layoffs, employees must exercise their seniority by bumping in accordance with the following steps in sequential order (division, department,

31.01(a) continued

Company) until such time that their seniority rights allow them to return to their original classification:

- (1) Within their classification within their division;
- (2) Into an equal or next lower paying classification within their division;
- (3) Into a position previously held within the department, provided they have department seniority in that position greater than the incumbent;
- (4) Into an equal or next lower paying classification within the department, provided they have department seniority in the position greater than the incumbent;
- (5) Into a position previously held within another department, provided they have past department seniority in the position greater than the incumbent;
- (6) Into a non-skilled job or transportation operator position, provided they have greater Company seniority than the incumbent. Non-skilled jobs are janitor, traffic checker, cleaner, security guard, tanker, mechanic helper, maintenance helper and other jobs as mutually agreed to by the Company and the Union.

- (b) Full-time employees may only bump entry-level employees after all full-time positions have been exhausted. Any full-time employee bumped to entry-level shall retain full-time medical and life insurance benefits until a vacancy occurs in a full-time position for which they qualify. Such employee shall have the option to pay one hundred percent (100%) of the required pension contribution to maintain continuous service. Entry-level employees may not bump full-time employees.
- (c) In the event entry-level employees must bump, they shall follow the sequential steps in 31.01 (a) within all entry-level groups.
- (d) Employees who have been placed into a position because of disability may be bumped provided there is a position they are qualified to bump into on the basis of their disability. Otherwise, such employee(s) may not be bumped until all employees with less Company seniority have been bumped or laid off.
- (e) In all cases, a bumping employee must be qualified and able, with minimal standard training, to perform the job into which they bump.

- 31.02 (a) The seniority of employees who have been bumped out of their division or department as a result of a reduction in work shall be retained and frozen until the employees return to their former division or department. The employee may use all accrued Company

31.02(a) continued

seniority in their new division or department as it relates to picking vacations or work. The employee shall accrue seniority in their new division or department as it relates to bidding on jobs within their new division or department.

- (b) Employees who have been bumped out of their classification, division, or department shall return thereto at such time as openings in their former classification occur, unless they have in the meantime, successfully bid into a different job.
- (c) When job openings occur, the senior laid-off persons shall be the first to be recalled, unless the openings are of a skilled nature, at which time the senior qualified persons shall be returned to duty.

31.03 When it is necessary to eliminate positions, layoffs may be permitted on a voluntary basis by seniority within the layoff classification. If there are no volunteers, layoff shall be in accordance with the layoff bump procedure. Re-employment shall be in accordance with 31.06.

31.04 Employees who have been laid off and who have not been recalled shall be required to notify the Human Resources Department of the Company, by registered mail, six (6) months after their layoff and every six (6) months thereafter, of their availability for re-employment, otherwise they shall be dropped from the re-employment list.

31.05 The Company shall notify employees to be recalled by certified mail at their last given address (copy of letter sent to the Union), and those so notified must report within ten (10) days thereafter, or their names will be stricken from the eligibility list.

31.06 The employment record of former employees who have been laid off for reasons beyond their control and are re-employed by the Company shall be considered continuous, except all time elapsed during the period of layoff shall be deducted when computing length of service for determining amount of vacation, sick leave, pay rate, seniority, and other benefits to be granted with their re-employment. Former employees include:

- (a) Employees with less than two (2) years of service and are re-employed by the Company within one (1) year from the date of layoff;
- (b) Employees with more than two (2) years and are re-employed by the Company within three (3) years from the date of layoff.

NOTE: If employees are laid off for reasons beyond their control and are re-employed by the Company within three (3) years from date of leaving and are reinstated, the employment records for pension purposes of such individuals are considered continuous. However, all time elapsed during period of layoff is deducted when computing length of service under the pension plan.

ARTICLE XXXII — TRANSPORTATION

32.01 All employees and pensioners covered by this agreement shall receive a pass for free transportation on transit services operated by Milwaukee Transport Services Inc.

ARTICLE XXXIII — HEALTH AND SAFETY

33.01 The Company shall provide safe, healthful working conditions at all times. Whatever equipment, machinery, etc., which the Company provides, shall be in good working condition. The Union agrees that its members will use all necessary safeguards furnished and will work safely at all times. The provisions of this paragraph shall also apply to the exterior washing of buses on extremely cold days.

33.02 When employees are injured on duty and ordered by the Company to report to the doctor or hospital for observation or treatment, the general intent of procedure in these cases is to pay the employee reasonable travel time to and from the place they are sent to, plus time spent for examination, but in no case are they to be paid beyond the regular quitting time. The affected employee will be provided with a copy of the Industrial Injury Report.

- (a) If the injured employees return to work on the day of the injury, they will be paid for time lost from work.
- (b) If the injury occurs near the end of the day so that they are unable to return to work on that day, they will be paid for their full day's work.
- (c) If the employees are ordered home or to the hospital by the doctor, they will be allowed travel time to the doctor's office, the time spent there, and reasonable travel time to the place they are ordered to report after leaving the doctor's office.

33.03 If an employee is injured on duty and is ordered to a hospital or home by a doctor or some other authority other than the Company, no payment shall be allowed other than those covered under compensation.

33.04 When an employee is physically assaulted on the job, they will be relieved of their duties to seek necessary medical treatment. If, after an assault, an employee is conveyed to a medical treatment facility at the end of their work day and time spent at the facility extends beyond the end of their work assignment, the employee will be paid for the time spent at the facility, at their straight time rate not to exceed two (2) hours. When an employee is involved in an incident where a weapon is used, which in the opinion of the supervisor or employee makes the employee unable to continue their job, the employee will be relieved of their duties for the balance of the shift. The employee may be required to file necessary reports and submit to investigatory interviews during the balance of the shift, if they are able. In such cases, the employee shall not suffer a loss of wages for that day.

33.05 When an employee is on the sick list for thirty (30) days or more, or when Department Head in charge feels it is in the best interest of the employee and the Company, a release from the Company appointed doctor is required.

ARTICLE XXXIV — MEDICAL INSURANCE

34.01 All employees, pensioned former employees and surviving spouses of former employees shall be entitled to enroll in group health insurance coverage for hospital, medical, surgical and major medical costs. This health insurance coverage shall provide a level of benefits comparable to the plans negotiated as of August 10, 2001. No changes shall be made in the benefits provided except by mutual agreement of the Company, the Union and the insurance carrier.

34.02 An eligible person, as defined in Paragraph 34.01, may elect coverage from the Company approved Health Maintenance Organization (HMO) or Preferred Provider Option (PPO) in accordance with the following rules:

- (a) The Company shall provide one (1) HMO in addition to CompcareBlue - Aurora Family Network. Employees and pensioners enrolled in CompcareBlue - Aurora Family Network as of April 1, 2001 may remain with the health plan but no new enrollees will be permitted. For all employees or retired former employees, the Company shall pay the total premium of the approved HMO; except,
- (b) For active employees who live more than thirty (30) miles from an approved HMO provider, the Company shall offer a PPO. For all active employees who live more than thirty (30) miles from the approved HMO and who elect coverage under the PPO, the Company shall pay an amount equal to the total premium per class of the HMO towards the premium of the PPO; the employee shall pay the difference between the applicable HMO premium and the PPO premium.
- (c) For all retired employees who reside more than thirty (30) miles from an approved HMO provider, the Company shall pay the total premium of the PPO. Retired employees who reside within thirty (30) miles of an approved HMO provider but elect to enroll in the PPO plan, must pay the difference between the HMO premium and the PPO premium in their respective rate class.
- (d) For employees who retired prior to April 1, 2001, and who on that date resided more than thirty-five (35) miles from an approved PPO provider and the nearest hospital is not a member of the PPO network, the Company will pay a supplement of twenty dollars (\$20) per month.
- (e) For surviving spouses, not eligible for Medicare, and dependent children, the Company shall pay one-half (1/2) of the health insurance premium until the spouse becomes eligible for Medicare or remarries, provided the employee has completed at least twelve (12) years of service.

34.02 continued

(f) Employees hired after June 1, 1993 who retire onto pension with more than five (5) years, but less than ten (10) years of full time equivalent credited service, will be required to pay fifty percent (50%) of the premium charged for retiree health insurance.

34.03 Entry-level employees may elect to obtain medical coverage through the Company approved medical plans. The employee shall be required to pay one hundred percent (100%) of the premium for the plan chosen.

After an entry-level employee has attained three (3) calendar months of Company service, the Company will pay an amount equal to eighty five percent (85%) of the second lowest HMO premium towards health insurance.

Entry-level employees who terminate service at age 62 or older will receive retiree health benefits as follows:

- (a) More than five (5) years but less than ten (10) years of full-time equivalent service, entry-level retiree will be required to pay fifty percent (50%) of the premium charged for retiree health insurance.
- (b) Ten (10) or more years of full-time equivalent service, entry-level retiree will be required to pay twenty-five percent (25%) of the premium charged for retiree health insurance.

34.04 Open enrollment for the health insurance plans will be held in November of each year to be effective on January 1.

34.05 Any employee who either elects, or is required, to discontinue health insurance when active employment ceases, shall not be eligible to reapply for health insurance coverage at a future date.

34.06 The Company and the Union will review all renewal rates for the approved providers. If a renewal rate increase exceeds ten percent (10%) in any year, that provider may be dropped by mutual agreement of the Company and the Union.

34.07 The Company will provide the level of HMO and PPO benefits as negotiated on August 10, 2001. These negotiated health care benefits may be changed only by mutual agreement of the Company and the Union.

Effective January 1, 2002, health insurance benefits under the Company approved HMO or PPO Plans will include the following employee co-pays:

- Prescription drugs co-pay per HMO or PPO prescription:
 - \$5 for generic drugs
 - \$10 for preferred drugs
 - \$15 for non preferred drugs
- Physician Office Visits: \$5 co-pay per visit.
- Emergency Room Visits: \$25 co-pay per visit.

ARTICLE XXXV — DENTAL INSURANCE

- 35.01** All active employees shall be entitled to enroll, within the enrollment period, in either the Dentacare or Care Plus or Delta Dental insurance plan for dental benefits. No changes in the benefits provided under the respective Plans shall be made except by mutual agreement of the Company, the Union, and the insurance carrier.
- 35.02** The Company shall pay, for any Plan selected, an amount equivalent to eighty percent (80%) of the premium for the Dentacare Plan.

ARTICLE XXXVI — LONG TERM DISABILITY

- 36.01** As of January 1, 1998, the company shall provide a long term disability plan for full time active employees. The plan will pay benefits after a 180 calendar day waiting period, with a benefit level of fifty percent (50%) of base monthly earnings up to \$2,000.00 for a maximum of two (2) years.

ARTICLE XXXVII — PRIVATIZATION

- 37.01** During the term of this contract, employees on the payroll as of October 1, 1996, shall not be denied employment or suffer a loss of wages as a direct result of subcontracting for goods and services. Displaced employees will receive training.

ARTICLE XXXVIII — DURATION OF AGREEMENT

- 38.01** This agreement is effective the 1st day of April, 2001, and shall be binding upon both parties until March 31, 2007, and thereafter from year to year unless terminated as hereinafter provided. The Company and Union agree to negotiate changes in wage rates for last two (2) years of contract, commencing on April 1, 2005. Each party shall deliver to the other a written notice describing specifically all wage rate changes desired, not less than sixty (60) calendar days prior to April 1, 2005.
- 38.02** This document contains the entire agreement and neither the Union nor the Company, all past, present, or future practice to the contrary notwithstanding, has made any representation to the other which is not contained herein.
- 38.03** Each party retains the unqualified right to terminate this agreement as of March 31, 2007, or any subsequent anniversary thereof, by delivering to the other party a written notice of termination not less than sixty (60) days prior to March 31, 2007, or any subsequent anniversary thereof.
- 38.04** If either party desires to negotiate any changes or modifications in the agreement, to become effective April 1, 2007, or any subsequent anniversary date, it shall notify the other party in writing of its desire to enter into negotiations for that purpose, describing specifically all of the

38.04 continued

changes desired, not less than sixty (60) days prior to the end of said initial term or any annual extension thereof.

- 38.05** It is the intent of the parties hereto that such negotiations shall be initiated and completed before the end of any such contract period.

Signed this 15th day of October, 2001

MILWAUKEE TRANSPORT SERVICES, INC.

By: _____
Thomas P. Kujawa
President and Managing Director

ATTEST:
Kenneth J. Warren Michael J. Giugno
Michael E. Vebber Sandra Kellner
Lloyd Grant, Jr. Daniel Basile

LOCAL 998, AMALGAMATED TRANSIT UNION

By: _____
Lloyd D. Perkins, Sr.
President

ATTEST:
Rick Bassler Mark Acker Robert Gleesing
James Erkins Patrick Murphy Robert Eckert
Richard Riley Michael Bautch Ralph DeWall
Steve Quezaire

APPENDIX A

Milwaukee County Transit System Inter-Office Communication

To: All Departments
From: G.C. Larson
Subject: Foremen Doing Union Work
Date: March 24, 1982

It is the general policy of this Company that supervisory personnel are not to do work normally performed by Local 998 members. The Union has agreed that special circumstances may arise when a supervisor will need to do Union work such as when a Union member is not available or it is necessary for continuation of service. In such case, the supervisor in charge should, if possible, notify a Union steward or officer of the nature of the problem before performing the work.

It is also Company policy the Supervisors be temperate and use common courtesy in dealing with employees. Swearing, sarcastic, or disdainful remarks are to be avoided.

GCL/ms

APPENDIX B

To: Mr. Max Lucas
From: G. C. Larson
Subject: Supervisor Complaints
Date: March 23, 1982

When route supervisors observe operators running off schedule, with the wrong destination sign, or otherwise operating in an inappropriate manner so as to inconvenience our customers, they should make every effort to assist the operator to correct the problem. This should include personal contact if possible, but could utilize the dispatcher if necessary. The primary objective should be to correct the operation for better service to the public.

APPENDIX C

To: Mr. Max Lucas
From: G. C. Larson
Subject: Disciplinary Meetings
Date: March 23, 1982

Please instruct Transportation Department supervisory personnel, particularly Division Superintendents, to exercise good judgment in conducting investigations into customer complaints. If the matter appears to be frivolous or not within the operator's normal and expected performance, the matter should not be pursued.

Appendix C continued

Furthermore, please encourage the Division Superintendents to utilize telephone interviews when feasible. It is the intent of this memorandum that operators not be called in on unwarranted accusations so as to constitute unreasonable demands upon their time.

APPENDIX D

December 8, 1987

Mr. Bruce Colburn, President
Amalgamated Transit Union Local 998
734 North 26th Street
Milwaukee, Wisconsin 53233

Dear Mr. Colburn:

Per our meeting on Wednesday, November 4, 1987, relative to language in the 1987 - 1990 Labor Agreement, it was agreed that this letter, addressing the following agreements, be attached to the contract document:

Traffic Checks Job Guarantees

In the event that the automatic passenger counters reduce the number of traffic checkers required, the Company agrees to provide alternate jobs for all traffic checkers on the Company payroll as of April 1, 1987. It is understood that "full-time" traffic checkers will be provided with alternate "full-time" positions.

Operator Restroom Facilities

The Company shall arrange for toilet facilities on each regular local route for operators' use. An updated information card, listing all facilities will be provided for each operator annually. The Company will make every effort to pursue the inclusion of a restroom facility in the new Downtown Lakefront Park.

Waiver of Workers' Compensation Waiting Period for Assaults

The Company agrees to waive the three (3) day waiting period for Workers' Compensation in any instance where an on-duty employee is physically assaulted and requires immediate medical attention. This provision will go into effect with the signing of the Local 998 Contract.

Sickness and Accident Insurance

Milwaukee Transport Services, Inc. agrees with Local 998 that employees should be offered a reasonably priced sickness and accident insurance, similar to the plan currently available. If Early American Life Insurance Company is unable to offer such a plan, the Company will attempt to find a reasonable alternative for its employees.

Appendix D continued

457 Savings Plan

The Company will establish a 457 Savings Plan for all Company employees. An Administrative Committee, made up of three (3) Company representatives, one (1) 998 representative, and one (1) Local 35 representative, will be established to administer the plan. Participating employees will be responsible for individual investment fees.

Sincerely,

Thomas P. Kujawa, Managing Director
TPK/jf

APPENDIX E

May 18, 1990

Mr. Bruce Colburn
President ATU Local 998
734 North 26th Street
Milwaukee, Wisconsin 53233

Dear Mr. Colburn:

During our recently completed contract negotiations, the Company stated that the Sick Investigators will continue using the telephone to contact employees on the sick list. If the employee cannot be reached by telephone, the Sick Investigator may visit the employee's home.

This direction to the Sick Investigator in no way affects or limits the Company's right to investigate other matters of concern to the Company.

Sincerely,

Thomas P. Kujawa, Managing Director
TPK/jf

cc: Mr. R. Flintrop

APPENDIX F

June 18, 1993

John Goldstein
President
ATU Local 998
734 North 26th Street
Milwaukee, Wisconsin 53233

Dear John:

Pursuant to our discussion during the recent contract negotiations, spouses eligible for Medicare will receive one hundred percent (100%) of the health insurance premium for one (1) month after the death of the retiree.

It is our understanding that this will give surviving spouses more time to make a decision as to whether they will continue health insurance coverage provided through the Company by paying 100% of the premium at their cost.

Sincerely,

Kenneth J. Warren
Deputy Director

APPENDIX G

The Company may employ Entry-Level Employees under the following conditions:

- (a) The total number of such employees shall not exceed seven percent (7%) of the total number of full-time employees of the Company as of April 1, 1980.
- (b) No full-time employee shall be laid off as a result of hiring Entry-Level Employees.
- (c) Entry-Level Employees shall be paid at rates ten percent (10%) per hour less than rates paid full-time employees, including COLA, for the same classification. Service progressions shall be based on sixteen (16) months of entry-level service being equivalent to one (1) year for attainment of 2nd year rate. Thereafter, service progressions will be based on twelve (12) months.

Entry-level employees progressing to full-time positions shall be credited with months as entry-level towards wage progressions.

- (d) No Entry-Level Employee shall be permitted to work more than thirty (30) hours per week.

Appendix G continued

- (e) Entry-Level Employees shall be granted the standard uniform allowance and free employee's pass, but shall not be eligible for paid leave and other fringe benefits except as required by law and as specified in paragraphs 19.10, 21.11 and 34.03.
- (f) Entry-Level Employees shall accumulate seniority at the rate of thirty (30) hours per workweek for the purpose of applying for open jobs that are to be filled on the basis of Company seniority. Entry-Level Employees shall also accrue seniority in their own Entry-Level group. Seniority shall be based on 2080 hours being equivalent to one (1) year.
- (g) Full-time employees who bid down into Entry-Level positions shall forfeit all accrued full-time seniority and all associated full-time benefits. They shall be placed on the bottom of the Entry-Level seniority list. Full-time employees bidding down shall have the option of freezing their pension rights or withdrawing from the pension plan after completing the sixty (60) working day probationary period. Full-time employees bidding down within their classification to Entry-Level positions with more than one rate of pay (based on seniority in that position) will receive the entry-level rate of pay which corresponds to their full-time seniority in that classification.
- (h) Entry-Level Employees shall have prior preference, by seniority in their Entry-Level group, over outside applicants for full-time jobs in their classification.
- (i) Entry-Level employees shall become members of the Union under the same terms and conditions as full-time employees.
- (j) Additional rules, not in conflict with the foregoing, may be jointly negotiated as circumstances indicate the necessity therefore.