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**AGREEMENT**

**BETWEEN**

**THE  
AMALGAMATED TRANSIT UNION  
(A.F. OF L. - C.I.O.)  
LOCAL 1300**

**AND**

**THE MASS TRANSIT ADMINISTRATION**

-----

**EXECUTED SEPTEMBER 16, 2002**

-----

**IN EFFECT FROM JULY 1, 2002  
THROUGH JUNE 30, 2005**

**(UNION BUG TO BE INSERTED HERE)**

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PART I  
GENERAL PROVISIONS

Neither the Administration nor the Union shall discriminate against any employee because of race, age, color, religion, sex, or national origin with respect to any term or condition of employment, including upgrading, demotion, transfer, layoff, termination, discipline, rate of pay or other form of compensation.

Reference to the male-gender throughout this Agreement should be considered as applicable to both male and female employees. Both the Mass Transit Administration and Local 1300 of the Amalgamated Transit Union are committed to non-discriminating practices.

## **PART I GENERAL PROVISIONS**

THIS AGREEMENT, made the 16<sup>th</sup> day of September, 2002, by and between Local 1300 of the Amalgamated Transit UNION (A.F. of L.-C.I.O.), hereinafter designated for convenience "UNION", and Mass Transit Administration, its successors and assigns, hereinafter designated for convenience "MTA".

The MTA and the UNION, in consideration of the mutual promises herein set forth, do hereby mutually agree as follows:

### **Article (1) - RECOGNITION**

The MTA recognizes the UNION as the sole and exclusive bargaining agent for all of its employees covered in the bargaining unit as defined herein, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

Upon written request, but no more often than once in a six month period for each category, MTA shall provide the Union with a listing of the names and mailing addresses of record for active or retired bargaining unit members.

### **Article (2) - COVERAGE AND EMPLOYMENT**

**Section (1)** The bargaining unit shall consist of all MTA employees employed in the job classifications listed in Articles (53) and (62) of this contract, all operating and maintenance employees of the MTA employed in the rapid transit system and on the Central Light Rail System, and includes probationary employees subject to the provision hereinafter set forth in Section (2) of this Article.

All employees presently in the bargaining unit and all probationary employees upon the completion of their probationary period as provided in Section (2) of this Article, shall become members of the UNION as a condition precedent to continued employment with MTA, and the UNION agrees to receive into its membership all such employees who may be eligible therefor according to the laws of the UNION.

**Section (2)** All new employees hired to fill jobs covered by the bargaining unit shall be probationary employees for the first ninety (90) working days if hired on or after September 5, 1978. The ninety (90) work days shall include days spent in training.

At the expiration of a thirty (30) day period after hiring date employees shall become members of the UNION and shall be given an additional sixty (60) days to pay initiation fee. At the expiration of the thirty (30) day period after hiring date MTA shall notify the UNION that such employees have completed thirty (30) days of the probationary period. Notification shall include the mailing address of record for the employee.

The MTA may, during the ninety (90) day probationary period as set forth above, in its discretion, discipline or dismiss such employees whether with or without cause, and no grievance shall be filed or claimed on behalf of any of them by the UNION for or on account of any such action of MTA during said ninety (90) day period. However, all other provisions of the agreement shall apply to probationary employees.

**Section (3)** No Supervisory employee or Management representative shall perform any work of any classification covered by this Agreement, except in emergencies and for the purpose of instructing and testing.

### **Article (3) - DEDUCTIONS OF DUES**

**Section (1)** MTA will deduct out of the current net earnings payable to an employee covered by this Agreement,

UNION membership dues and assessments, (but not including fines and penalties), in so far as permitted by State or Federal laws, upon receipt of and in accordance with a duly executed authorization of the employee, in the form attached hereto and made a part of this Agreement. (Appendix A).

**Section (2)** Deductions from money due the employee pursuant to this Article will be made from the net earnings due the employee for each weekly payroll period, provided that MTA has received such authorization, on or before the last day of the current week in which such deductions are made.

In the event an employee does not have sufficient earnings due him for a weekly payroll period, MTA agrees to make such deductions from earnings due employee on the next succeeding payroll period in which said employee's earnings are sufficient.

**Section (3)** Deductions shall be remitted to the Financial Secretary of the UNION not later than ten (10) days following the pay day on which deductions were made. MTA shall furnish the Financial Secretary of the UNION, at the same time, the amount of deductions, with a list of those for whom deductions have been made.

**Section (4)** In making deductions and remittances for membership dues and assessments to the UNION, MTA is entitled to rely upon notification by the Financial Secretary of the UNION as to the amount of money due the UNION by an employee. The UNION agrees to hold and save MTA harmless from any liability, responsibility or damage arising out of or in reliance upon the authorization and notification provided for in this Article, and assumes full responsibility for the disposition of the funds so deducted when turned over to the Financial Secretary of the UNION.

**Section (5)** Deductions from an employee's earnings shall be made in the following order: Old Age Benefit Insurance; Withholding Tax; Uniform Account; Group Life Insurance Premium; Deduction of UNION Dues and Assessments; Dependents' Hospitalization Insurance Premium; Credit Union; Charitable Contributions; and Payroll Savings (U.S. Government Bonds).

**Section (6)** As soon as possible after computer capability becomes available, the MTA will deduct out of the current net earnings payable to an employee covered by this Agreement voluntary ATU-COPE contributions, insofar as permitted by State and Federal laws, upon receipt of and in accordance with a duly executed authorization of the employee, in the form attached hereto and made a part of this Agreement (Appendix "B").

#### **Article (4) - HIRE, PROMOTE AND DISCHARGE**

**Section (1)** The UNION recognizes the obligation and right of management to exercise its full managerial rights incident to the conduct of its business, including the right to direct working forces, to plan and control the operation of its system for proper public service, to determine the service requirements on each line, to introduce new and improved facilities and methods, to determine the number, qualifications, physical and mental fitness of employees for each department, to transfer employees whenever deemed necessary, subject to the procedure as hereinafter set forth, and to discharge any employee or to take such action as to any employee which the management may deem appropriate for the proper conduct of its business, with the understanding that any employee discharged or adversely affected by such MTA action shall have the right to file a grievance in accordance with the provisions covering the handling of grievances hereinafter set out in this Agreement.

**Section (2)** The UNION further recognizes that the power of discipline is vested exclusively in MTA. MTA agrees that discharge will be for just cause. Where disciplinary action is contemplated, the following procedure shall be adhered to.

(a) In the event disciplinary action is to be taken against an employee, which may result in suspension or discharge, the employee involved will be given a Disciplinary Report Form (MW-006) which will have the complaint listed by his Supervisor and the employee's statement, which he may sign, the employee keeping one copy of said form, and final action will be withheld until such time as the UNION office has been notified in writing, with a copy of the Form MW-006 attached, and given an opportunity to determine whether or not it desires that a hearing be held for such employee.

(b) It shall be incumbent upon MTA to serve this written notice to the UNION office within one (1) day (except Saturdays, Sundays and Holidays) after the employee has been interviewed on the infraction which causes the need for contemplated discipline.

(c) It shall be incumbent upon the UNION President, Recording Secretary or Financial Secretary to notify MTA

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representative in writing, within one (1) day from receipt of the notice by the UNION, that a hearing will be requested. These hearings will be held with the Supervisory Officials involved, within five (5) days of receipt of such notification.

(d) If the violation involves the infraction of MTA Rules or Regulations or derelictions of duty wherein discharge is not contemplated, an employee to be so disciplined is to continue in service pending the hearing.

(e) If the incident is one of a more serious nature which may result in the discharge of the employee, the employee may be withheld from active service pending a hearing and final action, payment or non-payment for the lost time to be a part of the final determination.

(f) The head of Transportation Department and head of Non-Operating Department of MTA shall hear, or designate some individual to hear, appeals from disciplinary action by Supervisory Officials and such individual shall have the authority to render an independent decision. Written reasons will be given by head of Transportation Department and head of Non-Operating Department for disciplinary actions. Such written decision shall be rendered by the MTA within ten (10) working days, excluding Saturday, Sunday and Holidays, from the appeal hearing, with a copy to the employee and the UNION.

(g) It is understood that hearings under paragraphs (c) and (f) shall be in accordance with the provisions of the Contract for the disposition of grievance. Prior to a first level hearing of grievance or discipline, the Union shall be provided with copies of any and all documents or reports relied upon by Management in determination of the case being heard.

(h) It is specifically understood that the next step from the decision of MTA's designated representative as provided for in paragraph (f) herein is submittal to arbitration in accordance with the provisions of the Contract.

**Section (3)** The UNION covenants that its members shall render faithful service in their respective positions and shall cooperate with the management in the effective operation of the business; foster friendly relations between MTA and the general public; that they shall be courteous to passengers and to others with whom they come in official contact; that they shall at all times seek to protect the property of MTA from injury at their own hands or at the hands of others; that in the handling of equipment and other property of MTA they shall at all times comply to the best of their ability with the rules of MTA regarding safety and other matters and the applicable Federal, State and Municipal laws, ordinances, regulations and orders and shall make every effort to prevent injury to persons and damage to property.

**Section (4)** In the event of an illegal, unauthorized or uncondoned strike, sit-down, slow-down or interference with MTA operations by an employee or employees in violation of this Agreement, MTA shall have the right to remove from its service any or all employees taking part in or having any responsibility for such action, pending a hearing as outlined in this Article.

It is further agreed that the officers and agents of the UNION will actively and fully cooperate with MTA in discouraging and combating such unauthorized acts. It is expressly understood and agreed that it shall not constitute a breach of this Agreement for any employee or UNION member covered herein to refuse to cross a picket line where said picket line has been established by a labor organization engaged in an authorized strike; provided, however, that such a refusal to cross a picket line shall not interfere with the transportation operations of MTA.

#### **Article (5) - UNION ACTIVITY ON MTA PREMISES**

UNION business shall not be conducted on MTA property, or on MTA's paid time without the permission of a department head or a representative authorized by him. However, it is understood that every effort shall be made to cooperate with such UNION representative when and if such permission is sought for the purpose of legitimate UNION business.

The UNION further agrees that its officers, while on leave of absence, shall comply with all MTA regulations pertaining to entry into any part of the MTA's premises, vehicles or other MTA property.

#### **Article (6) - LEAVE OF ABSENCE**

MTA agrees that upon written application leaves of absence without pay and without loss of seniority may be granted to employees qualifying under this Article. All requests for leaves of absence shall be made as far in advance as possible, usually two (2) weeks, and MTA shall act promptly upon such requests.

An employee may be granted a leave of absence not to exceed ninety (90) days for sufficient personal reasons, provided that such leave of absence meets with the approval of his department head and does not impair or inconvenience the operation of MTA and provided there are employees available who are capable of doing his work. However, leaves of absence shall not be granted to employees to engage in other kinds of employment or business. Any employee who obtains a leave of absence by false representation shall be subject to dismissal.

Employees requesting such leaves of absence shall make their request on a form provided for this purpose. Such form shall be sent to the UNION office and shall, in turn, be sent to the Department Head for approval.

Failure to report for work upon the expiration of leave of absence without being excused by MTA shall constitute a cause for dismissal from employment.

### **Section (1) - UNION and Credit UNION**

Any member of the UNION whose holding of office in the UNION or whose work in the EMPLOYEES CREDIT UNION necessitates his absence from the employ of MTA shall be granted an indefinite leave of absence without pay. However, the number of officers of the UNION on indefinite leave of absence at any one time shall not exceed five (5) and those working for the EMPLOYEES CREDIT UNION shall not exceed three (3) at any one time.

(a) Upon termination of the necessity for further absence for the purposes aforesaid, such employee shall apply for reinstatement within thirty (30) days and shall be restored to full seniority rights and placed in his former position if physically fit and able to qualify. Should such employee fail to qualify to perform his former MTA duties, every effort will be made by MTA to assign him work of a lesser nature for which he might qualify.

(b) In addition to the above, any member of a committee of the UNION, not to exceed ten (10) at any one time, may with the approval of his department head be granted a temporary leave of absence not to exceed sixty (60) consecutive work days to conduct UNION business.

### **Section (2) – Bereavement Leave**

Bereavement leave of three (3) days, without loss of pay, because of death in immediate family, with sufficient proof of death. Immediate family is defined as employee's wife/husband, children, stepchildren, mother, father, brother, sister, mother-in-law and father-in-law.

Bereavement leave of one (1) day without loss of pay because of death of employee's grandmother, grandfather, grandchild(ren), or stepmother/stepfather (only one [1] step-parent to be covered) with sufficient proof of death and attendance of employee at funeral.

Subject to the three-day or one-day limitations contained in this provision, a day or days spent in travel to or from a distant funeral location or attendance at a wake may be paid, provided such day or days do not fall on an employee's day or days off. A day of travel means no less than three hundred (300) miles one way.

The employee may elect to save all or a portion of any specific one or three day entitlement for use during the ten day period immediately following the passing of the relative.

### **Section (3) - Personal Leave Day**

Each employee after completion of initial probationary period shall be entitled to two (2) Personal Leave Days each calendar year for conducting personal business. The employees shall receive eight (8) hours pay at their basic straight-time rate for a Personal Leave Day when taken. Time off for such Personal Leave Day shall be granted where possible upon seven (7) days' written notice by the employee. If the employee's assignment cannot be covered through reasonable accommodation by the MTA, the request for personal leave may be denied, but it must be denied within two (2) days of receipt. An annual pick will be held for selection of the Personal Leave Days by employees who may desire to select a specific future date for Personal Leave Day.

Except as provided for herein, the Personal Leave Days must be used within the calendar year earned. Employees may, however, carry over a maximum of two (2) Personal Leave Days to the following calendar year enabling the employee

to have a total of four (4) Personal Leave Days. Employees may elect to cash-in a maximum of two (2) unused personal leave days rather than carry them forward to the next year. The MTA shall not be responsible for informing employees of the status of Personal Leave Days.

#### **Section (4) – Military Leave**

MTA will pay to employees required to undergo an annual military training requirement the difference between their daily military pay and eight hours wages for each day lost from work for such training. This supplemental pay is limited to fifteen (15) work days per year. An employee reporting for work after military leave of absence will be given an additional three (3) days, if necessary, upon submission of proper proof.

Military Reservists and National Guardsmen who are ordered to active duty in the U.S. armed forces will be granted a leave of absence in accordance with The Uniformed Services Employment and Reemployment Rights Act (USERRA) as amended.

#### **Section (5) Loss of Driver's License**

Any employee losing his/her driver's license for any reason other than driving while intoxicated or under the influence of illegal drugs as defined by State law; or conviction for reckless driving will be granted a leave of absence until driver's license is reinstated, but, in no event shall leave of absence exceed one hundred twenty (120) days.

In appropriate circumstances, in the exercise of its discretion, MTA may waive the foregoing exclusions to the granting of leave of absence without pay.

#### **Section (6) Drugs & Alcohol**

MTA shall establish and administer an Alcohol and Drug Abuse Program which is consistent with the "Statement on Alcohol and Drug Abuse" issued by Arbitrator Richard I. Bloch on August 30, 1991. The program shall adhere to the guidelines of the U.S. Department of Transportation's Procedures for Transportation Workplace Drug and Alcohol Testing Programs - 49 CFR Part 40, FTA Alcohol Testing Rules 49 CFR Part 653 and 49 CFR Part 654. Additionally, each safety sensitive employee will be given a scheduled biennial drug test in conjunction with their biennial physical examination. Once established, such policy shall not be modified without 30 days advance notice to the union; and then as the statement permits.

##### **A. General**

1. "Alcohol/drugs" as used in this section means any substance that alters one's senses or could affect one's ability to function in his or her job. The term includes but is not limited to ethanol (alcohol), amphetamines, barbiturates, and other hypnotics, cocaine, narcotics (opiates such as heroin, morphine and codeine; methadone), PCP, and other hallucinogens, marijuana, and any other cannabinoid (e.g. hashish).

Alcohol/drugs as used in this section does not include appropriately used prescription or over-the counter medication.

2. All employees shall be given a copy of these provisions.

##### **B. Rehabilitation**

1. MTA shall establish and maintain a substance abuse rehabilitation program which encourages troubled employees to seek professional help in dealing with a substance abuse problem. The program shall consist of the following elements:
  - a. Referral services through the State of Maryland Employee Assistance Program.
  - b. Professional medical assistance through the MTA health care insurance program.
  - c. Leaves of absence to enable employees to keep from being found on duty with drugs or alcohol in their system while addressing their substance problem and thereby protecting their employment.

d. A safe return to work procedure.

e. The substance rehabilitation program shall be subject to the following conditions:

- 1) Employees may enter the program either voluntarily before they are ever confronted with the charge of reporting for duty or being on duty with drugs or alcohol in their system, without threat of discipline for having come forward, or through compulsory referral after a positive drug test.
- 2) Employees found reporting for duty or being on duty with alcohol (as determined by breathalyzer) or drugs in their system will be subject to immediate dismissal or compulsory successful rehabilitation.
- 3) An employee who participates in the rehabilitation program shall initially be granted a leave of absence for the purpose of detoxification of up to thirty (30) days to enable the employee to protect his/her employment while achieving detoxification and/or participating in an inpatient detoxification program. The employee must demonstrate continuing abstinence after successfully completing detoxification in order to return to work prior to the expiration of the detoxification leave.

If, at the end of the initial detoxification leave, the employee has not returned to work, or is unable to return to work, one additional leave extension of up to thirty days will be granted, if progress toward rehabilitation is being made.

- 4) During the foregoing detoxification leave an employee shall be allowed to draw pay on sick leave that he or she has accrued before the start of the leave. Sick leave must be applied for on the regular sick leave form provided by the MTA, and certified and signed by a physician. Drug or alcohol abuse shall be an accepted medical basis for the leave. However, no new employee shall be paid sick leave for drug or alcohol abuse detoxification until the employee has more than six months of service. The twenty-six (26) week health and accident insurance program cannot be used.
- 5) If further withheld by a physician for rehabilitation purposes, an employee may be given a leave of absence without sick pay. A total absence period may not exceed one year for detoxification and rehabilitation purposes. The employees incapacity for reasons other than substance dependency during this period will be handled in accordance with Article 16, including sick leave.
- 6) Any employee who detoxifies, and who achieves complete and sustained abstinence from drug or alcohol abuse shall be reinstated to work and allowed to bump into the same classification, at the same Division, Department, or group in which the employee last was employed.
- 7) Should the employee not return to work, or is unable to return to work, after the detoxification and/or rehabilitation leave, as extended, is exhausted, then the employee shall be discharged from MTA employment.
- 8) MTA will bear all costs for the MTA physician, treatment expenses incurred or prescribed by the MTA physician, and those medical costs incurred through Article 16 of this Agreement.
- 9) Having once returned from a detoxification leave, an employee shall be allowed just one additional detoxification leave within the twelve month period which begins with the date on which the first leave ended or was exhausted. Any further extensions shall be at the discretion of the Administration on an equitable basis and for medically indicated reasons.
- 10) If monitored by some agency other than CMC, each employee is obligated to keep the MTA informed about his/her progress while off from work.
- 11) Management employees will be given training on substance abuse issues.

#### C. Discipline & Review

1. Any employee who is to be disciplined or discharged by MTA for a claimed violation of its policy on Alcohol/Drugs shall be notified of that action in accordance with Article (4), Sections (2)(a) & (2)(b) of this Agreement.

2. Any employee who is to be so disciplined or discharged shall first be entitled to a hearing on the charges in a manner that is consistent with Article (4), Section (2)(c) of this Agreement.
3. Should the MTA discipline or discharge an employee after a hearing conducted under Article (4), Section (2)(c) of this Agreement, then the Administration's action shall automatically be subject to review under the following, exclusive, grievance and arbitration procedure:

- a. Established. There shall be established a Joint Labor-Management Committee on Alcohol and Drugs. The committee shall have five members, and be composed of two representatives from MTA, two from ATU, Local 1300, and a jointly appointed neutral who shall be a qualified labor arbitrator. For the term of this Agreement, the Arbitrator shall be Richard Bloch, unless otherwise mutually agreed upon by the parties.

The parties shall equally share the costs of compensation and expenses for the neutral.

- b. Authority. The committee shall have the authority to consider, and to render final and binding decisions on any and all questions which may concern the administration of substance abuse tests, rehabilitation, discipline and discharge for violation of the MTA's policy on alcohol/drugs and the Statement referenced in the opening paragraph of this section.
- c. Procedure.
  - 1) The parties' advocates shall receive copies of all original reports and all other relevant documents which pertain to a discipline or discharge as a matter of course. All copies of routinely prepared documents shall be without costs. Copies shall be available before the hearing under Article (4), Section (2)(c) of this Agreement.
  - 2) The committee shall meet at a time and place arranged by mutual consent, or as determined by the neutral member. The formal rules of evidence need not be honored, and manner of presentation and receipt of evidence and points of view shall be administered by the neutral member.
  - 3) The neutral shall have the authority while conducting the proceeding to find common ground on issues, and determine matters as to which the facts are not in dispute.
  - 4) The grievant shall have the right to be present and to speak during the committee's deliberations, particularly if the committee determines in accordance with this protocol that it shall undertake to make a final and binding determination in a particular case. The grievant shall be given a full and complete opportunity to be heard before the committee makes any final decision.
  - 5) The committee shall first identify the issues in all discipline and discharge cases. The committee shall also decide by vote, with the arbitrator participating, whether any part of the issues presented are to be reserved for further hearing in arbitration, or whether all are to be fully and finally determined by the committee, in committee arbitration session, with the arbitrator participating by casting a vote.
  - 6) The ATU and MTA members of the committee shall vote by secret ballot to determine chain-of-custody and test accuracy issues, and all other issues that are reserved by the committee for its decision in Committee arbitration session. In the event of a tie on any reserved issue the undetermined issue shall be referred to the arbitrator for his/her vote on the reserved issue(s), which shall produce a final and binding decision.
  - 7) When an issue is determined, whether by the arbitrator or by majority vote, it shall be fully and finally determined thereby and shall not be presented to arbitration. The neutral member shall issue a written award which reasonably describes the Committee's action, and reasons for the action.
  - 8) Any other issues which have not been reserved by the committee for decision in committee arbitration session shall be referred to arbitration hearing before the neutral member of the committee. Once so referred, the proceedings shall be in the control of the neutral member alone, who shall conduct the hearing, and issue written findings of fact, conclusions and an award.

- d. Exclusivity. The grievance procedure contained in this section shall be the sole and exclusive means to adjust any grievance which may arise as to employee discipline and discharge.

#### **Article (7) - BULLETIN BOARDS**

**Section (1)** MTA agrees to erect and maintain an adequate number of bulletin boards upon its property for UNION's use at such locations and of such size as may from time to time be mutually agreed upon by the parties. They shall be used by UNION for the posting of notices of the following types:

- (a) Recreational and social events and business of UNION
- (b) UNION elections
- (c) UNION meetings
- (d) Results of UNION elections
- (e) Agreements concluded by MTA and UNION.

**Section (2)** The bulletin boards shall not be used by UNION for posting of political matter of any kind whatsoever, nor for any matter not the primary business of UNION.

#### **Article (8) - GRIEVANCES**

**Section (1)** Any employee in the bargaining unit who claims to be aggrieved by any action of MTA, whether occasioned by discharge or other discipline or whether because of alleged discrimination against him by reason of the failure to apply to him any of the benefits of this Agreement to which he believes himself entitled, may proceed in accordance with the following grievance procedure which shall be distinct and separate from the arbitration procedure provided for in Article (9).

**Section (2)** When such employee determines to file a grievance, he shall present on a form provided by the UNION a written grievance to his immediate Supervisor or next higher level of supervision, accompanied, if such employee desires, by a representative of the UNION. Such grievance must be presented within ten (10) days (excluding Saturdays, Sundays and Holidays) after it has come to the employee's attention, otherwise it shall not be considered. Where the employee is not accompanied by a representative of the UNION, notification of the grievance shall be given the UNION by the Division Manager or Section Supervisor having jurisdiction and the UNION shall be afforded an opportunity to attend any hearing relating to such grievance.

**Section (3)** If a grievance is presented within the time prescribed and is not adjusted to the employee's satisfaction within ten (10) days (excluding Saturdays, Sundays and Holidays) thereafter, then there shall be prepared in writing by the individual employee, the UNION, or jointly, a statement of the grievance, which shall be presented within ten (10) working days, (excluding Saturdays, Sundays and Holidays) to the head of Transportation Department or head of Non-Operating Department, or such other person as he may designate to act in his place, to hear said grievance. The case shall be set down for immediate (not exceeding ten {10} days) (excluding Saturdays, Sundays and Holidays) hearing and, at such hearing, the employee may be accompanied by, or represented by, one or more but not exceeding five (5) representatives of the UNION. MTA shall render its decision in conformity with the provisions of Article 4, Section 2 (f).

**Section (4)** If, after ten (10) days from the date of hearing (excluding Saturdays, Sundays and Holidays), the grievance has not been settled satisfactorily, then the grievance may be submitted to the decision of an arbitrator to be selected in accordance with Article (9) hereof.

**Section (5)** When the UNION files a grievance relating to the interpretation of this Contract, it shall be presented within ten (10) days after such grievance has been brought to the UNION's attention.

**Section (6)** The failure of the MTA or the UNION to honor the time requirements of the grievance procedure shall constitute a forfeiture of its position.

**Section (1)** Should any grievance be unsettled as provided in Article (8) hereof, or should any difference arise between MTA and the UNION as to the meaning or application of any provision of this Agreement, which after reasonable effort cannot be mutually adjusted, either MTA or the UNION may within forty-five (45) days thereafter, request in writing that the dispute be submitted to arbitration. The issues shall then be submitted in writing to an arbitrator to be selected as follows:

(a) By mutual agreement of the parties within five (5) days (excluding Saturdays, Sundays and Holidays) from the submission of the written request to arbitrate; or, failing such agreement,

(b) By the American Arbitration Association, which shall make the selection as expeditiously as possible upon the written request of either party.

**Section (2)** The arbitrator, after being selected, shall commence hearings within two (2) weeks after his availability, and shall render his decision in writing, within four (4) weeks, if possible, following the closing of the hearing.

**Section (3)** The arbitrator shall be confined to the issues presented in writing, and shall not have the power to add to or subtract from, or to modify any of the terms of this Agreement or of any other agreements made supplementary thereto.

**Section (4)** The decision of the arbitrator when submitted to the parties, in writing, together with the finding of facts, and the reasons in support thereof, shall be final and binding upon MTA and the UNION.

**Section (5)** The compensation of the arbitrator and the expense of the arbitration shall be borne equally by the parties. Each party shall bear the expense of preparing and presenting its own case.

#### Article (10) - MEDICAL EXAMINATIONS

**Section (1)** MTA shall have the right to require periodic medical examinations of its employees by MTA doctor to maintain adequate and safe standards of service and to minimize accidents.

**Section (2)** If, after MTA doctor reports his findings, the UNION requests further consideration of the physical or mental qualifications of any employee, the following procedure shall be followed:

(a) MTA shall have its doctor review the case and if the original findings are sustained, then,

(b) The UNION may have a doctor of its selection review the case with MTA doctor and should no final decision be reached at this juncture, then,

(c) The MTA and the UNION doctors shall jointly select a third doctor to review the case and his decision shall be final and binding on both parties.

**Section (3)** When medical examinations of employees are initiated and conducted exclusively by MTA's physicians, MTA shall assume the costs. Should the UNION request the review provided for under Section (2)(b) above, the fee of the UNION doctor and all expenses he may incur in his review shall be borne solely by the UNION. In the event of a review as provided for under Section (2)(c) above, the fee of the third doctor and all expenses incurred by him in such review shall be borne equally by the UNION and MTA.

**Section (4)** When MTA requires a periodic physical examination of its employees by a MTA doctor, as provided for in Section (1), hereof, such employees shall be paid as follows:

(a) During regular working hours, their established rate of pay for actual time lost from work.

(b) On their regular day off, or before or after regular working hours, their regular straight-time hourly rate of pay for actual time spent at the doctor's office, plus one hour travel time each way.

(c) Operators will not be assigned for periodic physical examinations on their scheduled days off.

(d) Such employee will not be compensated for time required for further necessary medical attention or treatment, but every effort will be made to schedule such medical treatment on employees' off time.

**Section (5)** Pay and travel allowance shall not be paid to those employees visiting the doctor's office for professional services or for securing a release to return to work, except as provided in Section (4) above. Time spent in doctor's office and travel time shall not be considered in computing daily overtime.

**Section (6)** When there is a conflict of opinion between an employee's doctor and the MTA's doctor in determining an employee's fitness to return to work and eligibility for sick leave payment, the following shall apply:

(a) The MTA doctor and the employee's doctor will review the case with each other to attempt to resolve the conflict. Should no final decision be reached by this review, then,

(b) Within ten (10) days from notification of the results of the above review, either party (the MTA or UNION) must notify the other party in writing of the desire for a third doctor's opinion. (UNION will be copied by MTA of any such notice to the employee.) Upon notification, the MTA (or its doctor) and the UNION (or the employee's doctor) shall jointly select a third doctor to review the case. The third doctor's opinion shall be final and binding on all parties.

(c) When medical examinations of employees are initiated and conducted exclusively by MTA's physicians, MTA shall assume the costs. Should the review provided for above be requested by the employee, the fee for the employee's treating doctor and all expenses he may incur in his review shall be borne by the employee. In the event of a review by a third doctor, all expenses incurred by the third doctor review shall be borne equally by the MTA and the UNION.

(d) Miscellaneous

- (1) In those instances where the date noted for the employee to report back to work may slightly differ between the MTA doctor and the employee's doctor (example: one or two days), reasonable discretion will be used by both parties.
- (2) It is understood that sick leave pay may be withheld from the employee from the date conflicting doctors' opinions are known to the MTA and until resolved by the third doctor's opinion. Resolution of any sick leave pay issue will be based upon the third doctor's opinion.

#### **Article (11) - MEDICAL RELEASES FOLLOWING ILLNESS**

**Section (1)** Any employee in the bargaining unit covered by this Agreement who shall be off sick for more than a total of two (2) work days during any calendar month, shall be required to obtain a release from a doctor, which shall be presented to the authorized MTA representative before returning to work. Any illness of over three (3) work days duration shall require a release from the treating doctor. Doctors' releases obtained from doctors other than the MTA's doctor shall state the diagnosis of the illness for which treatment was given. MTA shall not pay the expense of obtaining a release from other than MTA doctor.

(a) An employee who shall be required to obtain a release from a doctor in conformity with the provisions hereinbefore stated, who wants to return to work on a Sunday, Monday or day after a Holiday, must notify MTA not later than 2:00 P.M. of the day preceding the day upon which he intends to work. Having done so, any employee returning to work on Sunday, must obtain a doctor's release during his off duty time on Monday; employee returning to work on Monday or on day after Holiday, must obtain doctor's release during his off duty time on day he returned to work. This provision does not cover employees returning from a long illness of five (5) work days or more; such employees being required to obtain release as heretofore stated in the first paragraph of this Section (1).

**Section (2)** Any employee may be required to report at any time to the MTA's doctor for a medical examination. Such employee will be paid at the rates established in Article 10, Section (4), sub-paragraphs (a) and (b). However, if management removes an employee from work for a medical examination, and they must be withheld from work beyond the terms of Article 10, subsection 4(a) and 4(b) because the MTA doctor is not immediately available to perform the initial examination, compensation will be as follows,

- 1) If the employee is released from duty upon that initial examination, MTA shall pay such additional lost scheduled wages.
- 2) If the employee is not released upon the initial examination, time lost due to the withholding may be included in any sick leave application.

#### **Article (12) - METHOD OF CALCULATION**

**Section (1)** MTA and the UNION agree that where MTA cannot readily and easily ascertain, without an extensive checking of records, the exact amount of any item of retroactive pay which may be due employees under the provisions of this Agreement, the parties hereto shall attempt jointly to determine some practicable and equitable plan for calculating and allocating the amount of retroactive pay so that the same may be arrived at on some simple basis in order that the same may be calculated, allocated and paid as soon as it can be practically done. This Section shall not apply to retroactive payments relating to individual grievances.

### **Article (13) - EASTERN DAYLIGHT TIME**

Eastern Daylight Time starts as designated by law.

As a result of the advancing of clocks one (1) hour, an employee who is working a night shift or a night run and who actually works one (1) hour less than clock time shows, shall be given the benefit of that hour and be paid for the hour not actually worked.

By reason of the turning back of clocks due to the returning to Eastern Standard Time, certain employees will work one (1) hour twice, or in other words one (1) hour more than clock time shows. These employees will be paid at the straight-time hourly rate for such additional hour.

### **Article (14) - REDUCTION IN WORK FORCES**

#### **Section (1)**

(a) When a reduction in forces is to be made by MTA, the number of employees to be laid off will be determined by MTA for each Division and for each Group affected therein. Thereupon MTA shall notify the UNION, in writing, of such reduction in forces not less than thirty (30) days prior to the date the reduction shall be made effective. Such notification to the UNION shall specify the number of employees to be laid off in such Division and in each Group affected therein, over and above the probationary employees to be laid off.

(b) In the event MTA completely converts from rail to bus or bus to rail operation, an employee in the Operating or Non-Operating Department, with no physical or mental disability, with not less than five (5) years continuous service, but who fails to qualify for the job into which he has bumped, or is laid off as a result of such complete conversion, will be pensioned in accordance with the provisions of Article (18) of this Agreement.

**Section (2)** When the reduction in forces provision is adopted, the procedure for reduction of forces of employees in the bargaining unit shall be as follows:

#### **I. Non-Operating Department**

(a) When a force reduction is to be made in the Non-Operating Department, it shall be accomplished in the inverse order of MTA seniority within the Department. The employees with the least MTA seniority in the Department shall be laid off first.

(b) After completion of a force reduction, MTA will readjust the forces in each Group.

(1) When the readjustment of forces creates a vacancy in the higher classification, the vacancy will be posted and filled as outlined in Article (50).

(2) When the readjustment of forces requires a reduction in the higher classifications within any Group, the employees affected will bump as follows:

(a) The employee with the least Department seniority in the Group to be reduced may bump any employee with less Department seniority in his classification in any Group in the Non-Operating Department for which he can qualify; or

(b) He may bump any man in the next lower classification within his Group with less Department seniority for which he can qualify; or,

(c) Employees bumped as outlined in sub-paragraphs (a) and (b) of this Section may bump

progressively as outlined in this Section.

## **II. Operating Department**

When a force reduction is to be made in the Operating Department, it shall be accomplished in the inverse order of MTA seniority within the Department. MTA may furlough probationary employees without notice.

**Section (3)** When such force reduction becomes effective, employees laid off shall be paid for such vacations as they would have been entitled to receive, had they continued to be employed for the duration of the calendar year in which such force reduction occurs.

### **Section (4)**

(a) If, after a force reduction, it becomes necessary to hire employees for positions in any classification affected by such layoff, those then released shall be given the first opportunity for reinstatement in accordance with seniority, so that the last employee laid off shall be the first notified for reinstatement subject to qualification and medical examination. The UNION shall be sent a copy of such recall notice.

(b) Employees desiring to avail themselves of this provision must file their addresses with the Employment Office at the time of the force reduction and notify said Employment Office of any subsequent changes in address.

(c) The following employees who have been laid off shall lose all rights under this Agreement when they:

- (1) Fail to file their addresses as provided in paragraph (b) of this Section;
- (2) Have been laid off for a period of three (3) years;
- (3) Fail to return to work within ten (10) days after the MTA has sent, by registered mail to their last address filed with the MTA's Employment Office notification to return to work.

**Section (5)** When employees who have been laid off are reinstated, their seniority rights shall be those which existed at the time of their lay-offs plus the time accumulated during such lay-offs.

**Section (6)** During the period of any force reduction, any employee affected who may be receiving medical, surgical, dental or hospital benefits shall be eligible to continue to receive the same during the continuation of the illness or condition being treated. If the illness being treated is of a recurring or chronic nature, treatment shall only continue during the acute stages being treated at the time of lay-off.

Employees so laid off shall not receive any such benefits for conditions arising during the period of such lay-off.

All other benefits furnished by MTA shall cease on the effective date of the lay-off.

**Section (7)** When an employee has been recalled or reinstated after any authorized leave of absence, he shall be given an opportunity to pick, in accordance with his seniority, as nearly as possible to the position to which he had formerly been assigned in the classification of the same Group and Division or Department. There shall then be a bump-down pursuant to Section (2), paragraph I, sub-paragraphs (a) and (b) of this Article.

## **Article (15) - SENIORITY, TRANSFER**

**Section (1)** Seniority Lists will be maintained by MTA at each Division, Operating Department, Non-Operating Department, or Group which constitutes a separate unit for the purpose of assignment of work. The name of each employee permanently appointed to or permanently transferred to a Group will be added to the Seniority List thereof.

### **Section (2)**

(a) MTA seniority dates from the date of employment, following which service has been continuous. The time spent training as an operator will not be counted as service for purpose of determining the time of increases in gradation pay.

(b) As is provided above, MTA seniority of an employee relates to service that has been continuous; and in the

case of an employee who has had more than one (1) period of service, so that all of his service has not been continuous, his MTA seniority relates only to the last period of service. MTA seniority shall accrue and continue to accrue hereafter only from last period of employment.

(c) When an employee is temporarily transferred to any other position in MTA, his name will remain on the Seniority List in his Group and he will retain his Department seniority. An employee temporarily transferred will not acquire any new seniority for the position to which he is temporarily transferred. The word temporarily is to be defined as fifteen (15) work days.

**Section (3)** In cases where seniority of two (2) or more employees dates from the first day of work, the ties will be resolved as follows:

(a) For ties in Department seniority, MTA seniority will control;

(b) For ties in MTA seniority, the times of the appointments will be taken where they can be ascertained from MTA records, and the earlier time shall take precedence. In the event the times of appointment cannot be ascertained from MTA records, ties in MTA seniority will be resolved on alphabetical basis.

**Section (4)**

(a) If an employee is forced, by act of MTA, to permanently transfer to another Group, he will carry with him, into his new Group, the same seniority that he would have had, had he not been forced to so transfer.

(b) If an employee who has been permanently transferred is later returned to his former position by an act of MTA, he will resume the same seniority with respect to his former position that he would have had if he had remained there and not been so permanently transferred; but if he later voluntarily returns to his former position, he will not resume his same seniority with respect to his former position but will be placed in the open job for his Classification or Group until the next pick.

(c) Where an employee is permanently transferred out of, and later returns to his former position in the collective bargaining unit covered by this Agreement, he will be placed at the bottom of the Seniority List for his Department, or Group, as the case may be; except that:

(i). an employee transferred to a managerial position shall have a six (6) month probationary period (exclusive of any special training programs) during which he may return or be returned to his former position without loss of seniority. After the expiration of such six (6) month period, the employee shall automatically forfeit all rights to return to a position in the bargaining unit. Union dues check-off shall continue during the probationary period.

(ii). an employee transferred to a position in either the Local 2 or Local 1859 bargaining units shall have a sixty (60) day probationary period during which they may return or be returned to their former position without loss of seniority. After the expiration of such sixty (60) day period, the employee shall automatically forfeit all rights to return to a position in the bargaining unit.

Also, an employee transferred because of physical limitations to a position in a different department within the bargaining unit, or to a position in another bargaining unit, shall have the same probationary period as that allowed for a new employee in the same position to which the employee has been transferred, during which time he may return or be returned to his former position without loss of seniority. After the expiration of such probationary period, the employee shall automatically forfeit all rights to return to his former position in the bargaining unit.

(d) An employee who is on leave of absence approved by the MTA, or who is granted a military leave of absence for service in the Armed Forces, shall retain his seniority standing and continue to accrue all types of seniority during the period of such leave of absence.

**Article (16) - WELFARE**

None of the benefits provided for in Article 16 (Welfare) except as otherwise stated in said Article 16, shall be provided by MTA in any case where an employee sustains an injury in the course of his employment and is eligible to receive benefits and/or compensation pursuant to the Workmen's Compensation Act, Article 101 of the Annotated Code of Maryland (1957) or any similar statute or law.

Where an employee receives payment from a third party for injuries sustained in the course of employment and later receives compensation under the Workmen's Compensation Act, Article 101 of the Annotated Code of Maryland (1957) or any similar statute or law for the same injury, MTA shall be reimbursed by the employee in a sum equal to the benefits received by the employee under Article 16 (Welfare).

It shall be the responsibility of an employee receiving third-party payment for benefits or services received under Article (16) in connection with injuries sustained, not in the course of employment with the MTA, to reimburse the MTA in an amount equal to the third-party payments up to the sum of the benefits received by the employee under Article (16). Failure of the employee to notify MTA concerning such third-party payment will result in disciplinary action.

As soon as possible following December 6, 1999, MTA shall apply to the appropriate government agencies for conversion of employee health premiums to a pre-tax basis.

#### **Section (1) - Medical, Surgical, and Hospitalization Benefits.**

MTA shall provide the services of Physicians and Surgeons as are deemed necessary by MTA's Medical Advisor, should any full-time or pensioned employee elect to avail himself thereof, and subject to the conditions hereinafter set forth.

Provisions will be made for the establishment of reasonable office hours of Physicians, Surgeons and Specialists so that office visits to them may be made.

In addition to the medical facilities provided in downtown Baltimore as of September 5, 1978 a good faith effort will be made by the MTA's medical providers to make available at least two doctor's offices for employees living in outlying areas.

A good faith effort will be made by MTA to require that its medical providers upgrade the existing medical facilities in downtown Baltimore to the level of the Dundalk facilities. An effort will also be made to have the medical provider make available medical facilities in the northwest segment of the Baltimore Metropolitan Area.

When the doctor's office at 1515 Washington Boulevard is closed, employees may obtain medical treatment at the office of the MTA's medical advisor during those hours when the office of MTA's medical advisor is open.

MTA will not furnish Physicians for house visits. Where an employee resides within the limits of the City, MTA shall pay for any Doctor called to the home, the sum of Six Dollars (\$6.00) for each home visit. No allowance will be made for any visit to the Doctor's office.

The employee or pensioner may pay these fees, for which they will be reimbursed, in accordance with terms set forth above, upon presentation of the receipted bill.

If the Doctor called should consider surgery advisable, he shall obtain the services of a Surgeon through the Medical Department, telephone (410) 767-3848.

Where an employee or pensioner resides outside the City limits, MTA will pay for any Doctor called, the sum of Six Dollars (\$6.00) for each home visit and Ten Dollars (\$10.00) for each visit made by the employee to the Doctor's office.

MTA reserves the right to take over the treatment by a Doctor designated by MTA of any such employee or pensioner at any time and thereby terminate further obligations for the outside Doctor.

In an emergency only, should a Doctor other than MTA Doctor, who is treating an employee, consider immediate hospitalization or surgery necessary, the attending Doctor shall be informed that it is necessary that the employee be sent to one of the following hospitals where treatment or surgery may be obtained from an MTA Doctor: Baltimore City Hospital, Johns Hopkins Hospital, Mercy Hospital, North Charles General Hospital or Franklin Square Hospital.

It is imperative that upon sending such an emergency case to any of these hospitals, the MTA Doctor or MTA shall be informed immediately.

This does not apply to patients who are outside of Baltimore City and its environs, but in any case the MTA Doctor or MTA should be informed.

MTA will pay the following charges for all permanent full-time and pensioned employees, subject to the provisions as herein set forth:

(1) The established semi-private room rate at the hospital of admittance, if it is a general hospital. Furthermore, the MTA will pay the established private room rate at the hospital of admittance if it is a general hospital when medically necessary as determined by an MTA doctor.

MTA will pay the cost of intensive care room rate for employees and pensioners.

MTA will pay the cost of surgical operations for tuberculosis when performed in a general hospital or a State sanitarium, after approved as being necessary by the MTA's Medical Advisor. MTA will also pay for visits to a Physician after such surgery has been performed when such visits are approved as being necessary by the MTA's Medical Advisor.

MTA will not make any payment for treatment of an employee at any place other than a general hospital.

MTA will not make any payment for treatment or hospitalization for an illness when it has been determined by the MTA's Doctors to be chronic. This would apply to such illnesses as mental cases, tuberculosis, senility, or such other cases as might primarily require nursing care. MTA will, however, pay for whatever tests might be considered as necessary by the MTA's Doctors prior to their determination of the nature and extent of such illness. Moreover, should the MTA's Doctors determine that an operation is necessary, care and treatment preliminary thereto will be provided.

(2) The cost of all laboratory tests.

(3) The operating room expenses and the cost of anesthetic.

(4) The cost of special anesthetist where provided.

(5) All charges for bandages and splints used and medicines administered in hospitals when ordered or approved as being necessary by the attending doctor or specialist.

(6) MTA shall pay the cost of administering blood transfusions in a hospital on authorized admissions. MTA will not pay any cost for blood or blood plasma. If a fellow employee becomes a blood donor for an employee needing a transfusion and is required to attend the hospital during his hours of work, MTA will not deduct from his scheduled work time the period required to attend the hospital.

(7) First aid charges where immediate treatment is necessary.

(8) The cost of shock therapy treatments, when ordered in advance by MTA Doctor, at the prevailing semi-private room rate in any one series of treatments and the cost of electro-cardiograph tests at the prevailing room rate.

(9) The cost of x-rays, deep x-ray treatment, when ordered in advance by MTA Doctor.

(10) MTA will not pay for any costs incident to any medical, surgical or hospital care unless particularly set forth above. For example: Nursing care will not be provided.

(11) When an employee or pensioner is covered by hospitalization insurance or medical and surgical care insurance, the hospital must be notified, at the time of admittance, of such coverage. Such insurance shall be applied against the charges made the employee or pensioner and if such allowance under such hospitalization or medical and surgical care insurance for any specific charge is less than the allowance under the MTA plan, the difference between the allowances will be paid by MTA. However, after such coverage under hospitalization or medical and surgical care insurance expires, MTA will make all payments in accordance with this plan.

(12) MTA will not provide medical or surgical care nor hospitalization service in case of abortion or vasectomy unless determined necessary by an MTA doctor.

(13) Payment for treatment by a Chiropractor or Chiropractor only when ordered by MTA doctor.

(14) MTA doctors are only entitled to pay from employees or pensioners for testifying in civil cases, for supplying

written reports for insurance purposes, etc. Under no condition will an employee or pensioner be required to pay to MTA doctor a fee for making out the necessary sick claim forms that are filed with the UNION or MTA.

When a doctor other than an MTA doctor deems it necessary that an employee/pensioner be admitted to a hospital, he will discuss the case and ascertain whether the employee/pensioner intends to retain the services of his own doctor or use the services of the MTA's Medical Advisor. If employee/pensioner elects to use his own doctor, the MTA Medical Advisor will inform said doctor that the medical bills must be paid by employee/pensioner, with hospital charges to be borne by MTA. If employee/pensioner elects to use the services of MTA's Medical Advisor, the MTA's Medical Advisor will arrange for admission to hospital if the outside doctor feels patient requires immediate hospitalization.

If hospitalization is necessary and the employee uses a doctor other than an MTA doctor, the employee will be responsible for all doctor's fees in connection with the hospitalization. In such cases where employees are put in the hospital by a doctor other than an MTA doctor, without first obtaining MTA approval, MTA will allow fifty percent (50%) of the semi-private room rate. In addition, MTA will pay seventy-five percent (75%) of the cost of hospital extra, as allowed under the Welfare Program.

(15) When a qualified physician recommends to an MTA doctor that an employee or pensioned employee needs an EKG, Blood Test or X-Ray, due to employee's/pensioner's condition, the MTA doctor will provide such services.

(16) Should an employee believe that he/she has not been properly diagnosed by the MTA's Medical Advisors, that employee may choose to seek a second medical opinion based upon the following conditions:

(a) Requests for second medical opinions must be timely. Employee must notify the MTA Personnel Department, in writing on form provided, of desire for second medical opinion within three (3) working days from last visit, treatment or examination by MTA's Medical Advisor.

(b) Second Medical Opinions shall be limited to diagnosis (only) of the employee's original symptoms as described originally to the MTA's Medical Advisor. Prescribed treatment shall not be subject to Second Medical Opinion opportunities.

(c) In those instances where MTA's Medical Advisor has diagnosed and prescribed treatment for a medical condition, the employee must follow and be under continuous treatment for that condition in order to have the opportunity to seek a second medical opinion.

(d) In those instances where MTA's Medical Advisor is unable to determine any medical disorder related to the employee's described symptoms, then the employee must merely notify the MTA Personnel Department as described in (a), above, in order to have the opportunity to seek a second opinion.

(e) Upon time termination, the MTA Personnel Department shall make appointments for second medical opinions to be obtained from either Mercy Hospital or North Charles Hospital. (Appointments shall be made for the diagnostic center of the hospital only, and not for specific doctors.)

(f) When the initial diagnosis/opinion of the MTA Medical Advisor and the second diagnosis/opinion of either Mercy Hospital or North Charles Hospital conflict, then the employee may request a third medical opinion. Such request for a third medical opinion/diagnosis must be made within three (3) working days from the date the second opinion/diagnosis is known to both parties. Second opinion shall be in writing with copy to both employee and MTA Medical Advisor. Upon notification the MTA doctor and the doctor of record for the second opinion shall confer and if unable to reach an agreed upon opinion, shall jointly select a third doctor to review the case and reach a third opinion/diagnosis. The third doctor's opinion/diagnosis shall be based upon the employee's original symptoms as described to the MTA's Medical Advisor. The decision of the third doctor (opinion/diagnosis) shall be final and binding on all parties.

(g) All costs incurred in the determination of a second medical opinion and, if necessary, a third medical opinion shall be borne in the following manner:

- (1) Should the second opinion/diagnosis agree with the MTA's opinion/diagnosis, the cost of the second opinion/diagnosis shall be borne by the employee.
- (2) Should the second opinion/diagnosis disagree with the MTA's opinion/diagnosis and upon conferring, continue to disagree, and the employee chooses to take any further action, then the cost of the second

diagnosis/opinion shall be borne by the employee.

- (3) Should the second opinion/diagnosis disagree with the MTA's opinion/diagnosis but, upon conferring, the MTA doctor concurs with the second opinion doctor of record, the cost of the second opinion/diagnosis shall be borne by the MTA.
- (4) Should the second and third opinion/diagnosis agree with each other but not with the MTA's opinion/diagnosis, the cost of both the second and third opinion/diagnosis shall be borne by the MTA.
- (5) Should the first MTA opinion/diagnosis and third opinion/diagnosis agree with each other but not with the second opinion/diagnosis, the cost of both the second and third opinion/diagnosis shall be borne by the employee.

(h) Regardless of the outcome of the final diagnosis, it is understood that any required treatment shall be only as described within current contractual language.

(j) The second medical opinion/diagnosis shall not dilute or diminish the present level of services as provided for in the labor agreement.

(k) The second medical opinion/diagnosis process shall not be used to determine an employee's fitness to return to work.

(17) MTA will provide ambulance service from a hospital or examination facility to a hospital or examination facility and the return if so ordered by the MTA's Medical Advisor.

(18) MTA shall provide out-patient physical therapy as authorized by MTA doctors at MTA medical facilities or their assignees.

**Section (1a)** - Effective January 1, 1989, the Medical, Surgical, and Hospitalization program for employees and retirees, as set forth in Section (1) of this Article, shall terminate, provided however, that any employee/retiree with pre-existing conditions not covered by the new health insurance program shall not suffer any diminution of employer-paid benefits pertaining to such pre-existing condition(s) because of the change in programs.

Effective January 1, 1989, MTA shall provide employee/retirees, Medical Surgical, and Hospitalization coverage under the Johns Hopkins Health Plan Premier H.M.O. program at no cost to the employee/retiree. Notwithstanding the above, retirees who live outside the Baltimore Metropolitan area will continue the present benefits (as set forth in Section [1]) under either direct reimbursement by the Employer or through an insured program providing substantially similar benefits. The option to use reimbursement or an insured program will be determined by the Employer.

**Section (1b)** - Effective January 1, 2003 the employee/retiree basic health care program established in section (1a), the dependent's basic health care program established in section (6) and the Medicare Part B premium reimbursement program established in section (7) shall be modified as follows,

Current employees and retirees as of 1/1/03:

1. Effective 1/1/03 MTA will discontinue the Aetna HMO for employee/retiree health care. The Blue Choice HMO with a \$5 office visit co-pay will be made available for any current employee or retiree wishing to continue HMO coverage for their personal health care. At the participating employee's or retiree's option, dependent coverage may also be transferred to the HMO from the Traditional Indemnity Plan.
2. Effective 1/1/03 MTA will also make available the Carefirst Blue Cross Blue Shield 100/80, no co-pay, PPO Plan for any current employee or retiree wishing to transfer their personal health care coverage from the HMO. At the participating employee's or retiree's option, dependent coverage may also be transferred to the PPO from the Traditional Indemnity Plan.
3. The dependent's Traditional BCBS Indemnity Plan coverage will be continued. This coverage shall only be available to dependents of current (as of 1/1/03) employees or retirees who elect to continue it. The Plan will be closed to any new members as well as to members who have transferred to the HMO or PPO, or otherwise discontinued their coverage subsequent to 1/1/03.

New employees hired on or after 1/1/03:

1. New employees hired on/after 1/1/03 may elect coverage under either the HMO or PPO options. Employee and dependents must join the same Plan. These new employees shall not have access to the Traditional Indemnity Plan.

New retirees retiring on or after 1/1/03:

1. Employees retiring on or after 1/1/03 only have the HMO or PPO Plans available for their (and their dependents') health care coverage. The direct pay program for out-of-area retirees will be discontinued for these retirees. The dependent's Traditional Indemnity Plan will only be available in areas that the PPO does not cover.
2. Medicare eligible retirees must subscribe to Medicare Part B as a condition of being eligible for membership – with the understanding that MTA shall reimburse their Medicare Part B premium payments.

Premium Cost Sharing:

1. Initial premiums as of 1/1/03 will be shared as established in Attachment "A".
2. Premium increases for the traditional Carefirst BCBS indemnity plan subsequent to 1/1/03 will continue to be shared by the method set forth in section (6) of this article..
3. The MTA shall continue to pay 100% of the Blue Choice HMO premium for employee and retiree personal coverage. MTA will pay 85% of premium increases for dependent coverage.
4. For the employee or retiree's personal coverage under the Carefirst BCBS PPO, MTA shall pay the same dollar amount toward the premium as is paid for the employee/retiree's coverage under the Blue Choice HMO. MTA will pay 85% of premium increases for dependent coverage.

#### **Section (1c)**

During the annual enrollment period for calendar year 2004 coverage only, any employee who was eligible for the initial annual enrollment (for calendar year 2003) may select personal coverage via the HMO and elect the PPO for their dependent's coverage. If selected, this split coverage may be maintained thereafter at the employee's option, but future changes will require that personal and dependent coverage be under the same plan.

**Section (2) - Sick Leave.** Employees in the UNION will be allowed sick leave of twelve (12) days of eight (8) hours each calendar year with unlimited accumulation.

Eligibility for paid sick leave shall begin upon the third work day of illness or upon the hospitalization (as an in-patient) of the employee, whichever occurs first.

Effective September 8, 2002, in the administration of the following provisions an employee with twenty- five (25) or more days accrued in his/her sick leave bank may utilize sick leave without a two (2) day non-compensable waiting period for approved sick leave absences of three (3) or more consecutive work days.

Written application for paid sick leave must be made by the employee upon reporting for return to work on a form provided by MTA to be accompanied by a certificate signed by a duly qualified physician who had attended the employee during the period of his illness or injury, stating the nature of the illness or injury, the beginning and ending days the employee was under his care and the date when the physician considers the employee able to resume his normal duties.

The employee, at any time after the two (2) day non-compensable waiting period or upon hospitalization, shall have the prerogative of filing a written application for paid sick leave on a form provided by MTA, to be accompanied by a certificate signed by a duly qualified Physician, stating the nature of the illness or injury and the expected date of return to work or the date of the next employee appointment. Sick leave will then be paid the employee beginning on the next pay day following receipt of such application, providing the application is received no later than the preceding Friday. Weekly payment will continue through the expected date of return to work or the date of the next employee appointment. If an expected date of return to work is unknown when the initial form is submitted, an additional sick leave form must be submitted following the next employee appointment date. MTA will make a good faith effort to honor applications received by Noon of the following Monday if the date of the physician's service is on Friday or later.

Any working day on which the employee is not under the care of an attending physician shall not be construed as a compensable day of illness. For example: If an employee is attended by a physician on any of the first two (2) non-compensable working days, he will be eligible to receive sick leave pay starting with the third working day of illness; however, if an employee is off four (4) working days and does not see a physician until the fourth working day, he will not

be eligible to receive sick leave pay until the fourth day upon which he was attended by the physician.

Whenever an employee off sick does not see a doctor until after the first day of illness, the old procedure will be followed in the same manner; whereby, he would be entitled to sick leave starting on the 3rd day of illness if he sees a doctor by the 3rd day. If he does not see a doctor by the 3rd day of illness, sick leave shall not start until the day he sees a doctor and the 2 days immediately prior to the day on which he saw a doctor shall be his 2-day waiting period.

When an employee, receiving benefits and/or compensation pursuant to the Workman's Compensation Act, is released but is still unable to return to work due to other illness, he may then claim sick leave pay after the two (2) day non-compensation waiting period.

Upon request of MTA, an employee claiming sick leave pay shall submit to examination by a physician designated by MTA.

Any unused accumulation of paid sick leave will be canceled upon the termination of an employee's active service with MTA, whether voluntary or otherwise; the sole exception to this cancellation shall be the case of an employee who is pensioned under the provisions of Article 18 – Disability Retirement. All new employees hired on or after July, in the calendar years during which this contract is in effect, will not be allowed sick leave for the calendar year in which he/she is employed. Effective January 1, of the calendar year following date of employment, such employee will then be allowed twelve (12) days sick leave as prescribed above. However, no new employee will be paid any sick leave pay until he has six (6) months or more service.

Employee on Military Leave of Absence shall retain credit for all sick leave accumulated before going into military service. He shall not accrue additional sick leave during his military service. He will be allowed sick leave for the calendar year in which he returns from military service if he returns not later than June 30; if he returns on or after July 1, he will not be allowed sick leave for the calendar year in which he returns from military service.

An employee on leave of absence because of holding office in UNION, or its International office, shall retain all sick leave accumulated before going on such leave; shall not accrue additional sick leave during his period of leave of absence; will be allowed sick leave for the calendar year in which he returns from such leave of absence if he returns not later than June 30; if he returns on or after July 1, he will not be allowed sick leave for the calendar year in which he returns from such leave of absence.

An employee transferring from an hourly rated job to a salaried job shall retain credit for all sick leave accumulated before going into salaried job. He shall not accrue additional sick leave during his employment in salaried job. If such employee is subsequently transferred from salaried job to hourly rated job, he will be allowed sick leave for the calendar year in which he transfers back to hourly rated job not later than June 30; if he is transferred back to hourly rated job on or after July 1, he will not be allowed sick leave for that calendar year.

(a) Effective September 8, 2002, MTA will provide, without cost to its employees having six (6) months or more of service, a Health and Accident Insurance Program which will entitle an employee to receive one hundred and eighty dollars (\$180.00) per week for a period not to exceed twenty-six (26) weeks in a given calendar year, after the employee's total cumulative sick leave has been depleted. Any qualified employee who has six (6) months or more service, and who has no sick leave accumulated to his credit will, after a two (2) working day non-compensable waiting period, be entitled to receive one hundred eighty (\$180.00) dollars per week for a period not to exceed twenty-six (26) weeks in a given calendar year.

Any portion of the twenty-six (26) week Health and Accident Insurance Program which has not been used by the employee as of the end of the calendar year will be canceled without compensation to said employee and will not carry over into the subsequent calendar year. Under no circumstance(s) will such payments be made for a period in excess of twenty-six (26) consecutive weeks, even though said twenty-six (26) consecutive-week period may fall in more than one calendar year.

Under this program, any payment for a period of less than one (1) week, will be determined on a pro rata basis of a five (5) day work week and employee will be paid at the rate of thirty-six (\$36) dollars per day for each scheduled work day absent.

Daily and weekly rated employees referred to in Article (62) Section (6), are not entitled to any benefits under the Health and Accident Insurance Program.

### Section (3) - Dental Benefits.

The MTA will make available the Blue Cross/Blue Shield of Maryland Preferred Dental Plan or an alternative open-panel, indemnity-type plan incorporating administrative rules, level of benefits, and other specifications equivalent to the Blue Cross/Blue Shield program; such plan shall include the following basic terms: annual contract year maximum of \$1,000.00 per person for level I, II, Riders A, B, and C inclusive. Lifetime maximum of \$800.00 per person for Rider D. Contract year deductibles of \$25.00 per individual, \$50.00 maximum per family. Level I and II paid at 100 percent (no coinsurance) Rider A - 80 percent coinsured; Riders B, C, and D - 50 percent coinsured.

The MTA shall pay:

- (1) 100% of the premium cost for active employees who elect such coverage.
- (2) 75% of the premium cost for dependents of active employees who elect such coverage.
- (3) 50% of the premium cost for retirees and their dependents who elect such coverage.

**Section (4) - Group Life Insurance.** MTA will make available to all its permanent full-time employees who have passed the MTA's medical examination and have been accepted for employment, Group Life Insurance coverage of \$2,500.

Any new employee may participate in the Plan and the coverage shall become effective ninety (90) days after the date of employment or ninety (90) days after the completion of any required training period, whichever is later. If ninety (90) days elapses and the employee thereafter elects to participate in the Plan, he may do so without any waiting period being required before the coverage becomes effective. However, if more than six (6) months of MTA service elapses before the employee elects to participate in the Plan, he shall be required to fill out a statement of health, and the MTA may, in addition, require a medical examination.

The employee may designate any beneficiary and change the beneficiary at any time. Such beneficiary must submit to the MTA, satisfactory proof of death of the insured to obtain the benefits of the coverage.

Pensioned employees can continue their policies and MTA will deduct their contribution from their monthly pension.

Upon resignation or dismissal, MTA shall cease to make any further contribution toward the plan, but the former employee's coverage shall continue in full force and effect for thirty-one (31) days after the date of termination. Upon expiration of the thirty-one (31) days the coverage shall terminate.

The Plan shall be administered on a contributory basis with the employee or pensioner paying \$0.16 per week or \$0.70 per month as appropriate.

Additionally, the MTA shall provide \$20,000 of coverage for active employees at no cost to the employee. Effective December 6, 1999 this additional coverage shall be reduced to \$5,000.00 at retirement at no cost to pensioned employees.

Effective September 8, 2002, the life insurance benefit for active employees shall be increased by \$2,500, and for retiree's by \$1,000. There will be no cost to the employee or retiree for this additional benefit.

**Section 5 - Death Benefits.** This Plan is applicable to permanent full-time employees or pensioners on the payroll as of July 1, 1990, who do not subscribe to the contributory life insurance coverage under section (4) of this article, and --

(1) Who have been continuously in the service of MTA for one (1) year or more at the time of death, or were on the pension rolls of MTA at the time of death.

(2) For whose death no claim for damages or compensation is asserted against MTA under any present or future law.

(3) Who at the time of death left surviving a beneficiary or beneficiaries who had been identified as same to the MTA Benefits Department.

The total payment to be made by MTA for any one death shall be \$1,500.

Where a beneficiary is under the age of twenty-one (21) years and is living with a parent, payment may be made to said parent for the account of said beneficiary and such payment shall be a full discharge to MTA.

If there are no beneficiaries identified to the MTA who survive the employee, the MTA shall pay \$1,500 to the employee's estate.

No payment shall be made under this Plan unless satisfactory proof of death, in accordance with MTA requirements as established from time to time, is promptly made.

Upon the termination of active employment with MTA by any covered employee other than a pensioner or employees on leave of absence, the right to participate in this Plan shall immediately cease.

#### **Section (6) Dependents Health and Welfare Insurance.**

As soon as possible, the MTA will make available the Maryland Blue Cross/Blue Shield Plan, Special 70 Day Blue Cross, mandated maternity special 70 day, Blue Shield Plan C with pre and post natal mandated maternity, Diagnostic No. 4, no maximum, Endorsement, No. 620 sudden and serious, Endorsement 902, 19 to 25 student endorsement, to those employees who elect to carry Dependent Health and Welfare Insurance. This policy will provide a "Coordination of Benefits" clause, such clause to be confined to coverage growing out of an employment relationship.

MTA will pay 100% of the premium costs on behalf of all active and retired employees who now carry or may hereafter elect to carry, the above mentioned insured dependents hospitalization and related benefits. Any increases in premium costs which occur between October 1, 1984, and June 30, 1994, will be equally shared on a fifty-fifty (50-50) basis between the MTA and the employee. Any increases in premium costs after June 30, 1994, will be shared seventy-five - twenty-five (75/25) by the MTA and the employee respectively. This applies to the Blue Cross/Blue Shield Dependents Hospitalization premium only.

(a) Effective as soon as possible after the date of arbitration award, (April 7, 1975), the MTA will pay \$1.25 per month toward Blue Cross/Blue Shield Major Medical Plan II for each covered subscribing employee or pensioner.

Effective as soon as possible after September 5, 1978 but not later than December 1, 1978, Major Medical Maximum for dependents shall be increased from \$25,000 to \$50,000. MTA shall pay the added cost resulting from this increase.

Effective as soon as possible after January 1, 1981 the Major Medical Maximum for dependents shall be increased from \$50,000 to \$75,000. MTA shall pay the added cost resulting from this increase.

Effective as soon as possible after July 1, 1994, the Major Medical Maximum for dependents shall be increased from \$75,000.00 to \$150,000.00. MTA shall pay the added cost resulting from this increase.

**Section (7) Medicare Part B Coverage.** The MTA shall pay to each former employee on the pension rolls who has elected or may hereafter elect to obtain Medicare Part B Coverage 100% of the premium cost for such employee's own Medicare Part B Coverage.

No pensioner shall be required to obtain Medicare Part B coverage as a condition of getting hospitalization, surgical or medical care under the present contract provision.

**Section (8)** The MTA will pay \$1.00 per month for each employee and pensioner toward the premium cost of an Eyeglass Program on a biennial basis. This amount will be paid for each employee and pensioner who elects to participate in this program. The employee and pensioner shall have the option to pay the necessary additional amount to provide individual or dependent coverage.

Effective July 27, 1994, the MTA will pay 100% of the then current premium costs for the above provided coverage (described in this Section) for pensioners and employees. Future premium increases will be shared on a seventy-five - twenty-five (75/25) basis by the MTA and the employee respectively.

**Section (9)** The MTA shall provide \$75,000 felonious assault death benefit coverage for all employees in the bargaining unit. As soon as possible after May 23, 1988, this coverage shall be increased to \$100,000.

**Section (10) Prescription Drug Program** -- As soon as possible after August 9, 1990, the MTA will make available Maryland Blue Cross/Blue Shield Generic Prescription Drug Program -- \$2.50 deductible to active employees and their dependents and pensioned employees and their dependents.

Effective as soon as possible after July 27, 1994, the Prescription Drug Program deductible shall be increased from \$2.50 to \$5.00. The MTA shall pay:

(a) 50% of the premium costs on behalf of active employees and their dependents who may elect to carry such coverage. Effective January 1, 1983 the MTA contribution will be increased to 75% of the premium cost.

(b) 50% of the premium cost on behalf of all pensioned employees and their dependents who may elect to carry such coverage. Increases in premium after July 27, 1994, shall be shared seventy-five - twenty-five (75/25) by the MTA and the pensioner.

**Section (11)** The parties agree to establish a Health Care Program Steering Committee co-chaired by the MTA Director, Office of Administration, and the Local 1300 President & Business Agent. Each co-chair may appoint up to four additional members to the committee. The purpose of the committee is to review the operations and content of the various plans that constitute the MTA Health Care Program; to keep abreast of trends and developments in health care delivery; and to recommend appropriate adjustments or replacements for the various plans within the program. It is the intent of the MTA and the Union to recommend changes that strike the most reasonable cost/benefit balance within the program as a whole. The committee shall meet no less often than semi-annually.

**Section (12)** Effective August 27, 1996, upon the death of a retiree who selected a Joint Pensioner Option, or the death of an active employee with at least 20 years of service, the surviving joint pensioner or spouse of deceased active employee is allowed to continue their participation in the MTA subsidized health care program for a period of three years following the employee/retiree's death, or until they remarry, whichever occurs first. Federal COBRA health insurance entitlements will apply at the conclusion of this participation.

**Article (17) - VACATIONS**

**Section (1)** Effective January 1, 1982, employees eligible for a vacation with pay within the current calendar year shall be determined in accordance with the following schedule:

<u>Continuous MTA service as of December 31 of Calendar year for which vacation is selected</u>	<u>Vacation</u>
Less than one year.....	None
One year or more but less than two years.....	One week
Two years or more.....	Two weeks
Five years or more.....	Three weeks
Eleven years or more.....	Four weeks
Twenty years or more.....	Five weeks
Twenty-eight years or more.....	Six weeks

In the event of death of employee in the Calendar Year for which Vacation is selected, any vacation benefits accrued to said employee will be paid to his/her heirs, if during the 52 payroll weeks immediately prior to date of death said employee worked at least 167 days as provided in Section (1), sub-paragraph (a) of this Article.

(a) No employee shall be entitled to a vacation unless during the preceding 52 payroll weeks immediately prior to the date the employee's vacation is scheduled to begin, such employee shall have worked at least 167 days if working a five (5) day week.

(b) In the case of an employee who so qualifies for the first time, such week off is to be taken during any open week subsequent to his first anniversary of employment, except an employee whose first anniversary occurs after the last Saturday in September of the current calendar year will be allowed to pick an open vacation week any time after such Saturday.

In the case of an employee who qualifies for two weeks' vacation for the first time, the second week of vacation is to be taken during any open week subsequent to his second anniversary of employment, except that an employee whose second anniversary of employment occurs after the last Saturday in September of the current calendar year will be allowed to pick as his second week of vacation an open vacation week any time after such Saturday.

During the November vacation pick for the following years' vacations (Section 7 below), an employee who will qualify for three (3) or four (4) or five (5) or six (6) weeks vacation for the first time during the following calendar year, may pick in accordance with his seniority any three (3) or four (4) or five (5) or six (6) open vacation weeks for that year.

During the vacation pick by the Non-Operating Department employees (Section 8 below), an employee who will qualify for three (3) or four (4) or five (5) or six (6) weeks vacation for the first time during that calendar year, may pick in accordance with his seniority any three (3) or four (4) or five (5) or six (6) open vacation weeks for that year.

If an employee leaves the service of the MTA for any reason other than retirement or death during the year in which he first qualifies for a first, second, third, fourth, fifth, or sixth week of vacation after having taken his full vacation prior to his anniversary date of employment, the MTA shall deduct one week of vacation pay from his final pay. If the final pay is less than one week of vacation pay, the employee shall reimburse the MTA for any additional amount due under this paragraph.

(c) In computing the time periods in Sub-Sections (a) and (b) above, time spent on vacations, time lost through an industrial accident in which Worker's Compensation has been paid, Union Business days, Bereavement Leave days, Personal Leave days, Military Reserve Leave days, Jury Duty days, and Holidays, shall be included in days worked.

(d) An employee having selected his vacation and who fails to meet the requirements of Section (a) above may take his vacation in any vacancy in the vacation schedule after qualifying for days worked. If there is no vacancy in such vacation schedule after he has worked the required number of days, he may take his vacation as soon thereafter as operating conditions permit.

(e) All vacations must be completed within such calendar year and must be scheduled for a full calendar week, or multiples thereof.

**Section (2)** The amount paid to an employee for his vacation period shall be determined as follows:

(a) Employees in the Unit shall receive for each week's vacation their basic weekly wage determined as follows:

If on an hourly rate and a five-day week -- 40 times the hourly rate.

If on a daily rate and a five-day week -- 5 times the daily rate.

If on a weekly rate -- the weekly rate.

(b) An employee in the Shop Department will be paid his vacation pay at the classification that he is in at the time his vacation is due.

**Section (3)** An Operator working part-time on any job (such as Starter or Relief Dispatcher or Division Secretary), and part-time as an Operator shall receive for his vacation pay an amount determined by the rate of the job he has worked the greater part of time during the fifty-two (52) weeks immediately preceding the date the employee's vacation is scheduled to begin.

An employee returning from military service, who has otherwise qualified for a vacation before entering military service and who has not received his vacation allowance during the current calendar year before entering military service, shall, upon his return to duty for a period of thirty (30) work days before scheduling his vacation, be eligible for his vacation. Selection of a vacation date by such an employee shall be limited to a vacation date which may be open at that or a later time.

An employee who is being retired or pensioned, and who has not received his vacation and has worked the required number of days as set forth in this Section, shall be given his vacation allowance prior to being retired or pensioned.

**Section (4)** Vacation periods shall extend over the entire year and shall be scheduled in such a manner that, in the judgment of MTA, such vacation periods will not interfere with the demands for service.

**Section (5)** In the event of resignation or termination of an employee in the calendar year for which vacation is selected, any vacation benefit accrued to said employee will be paid.

**Section (6)** Employees inactive because of illness, or on reserve duty military leave of absence (active military duty not included), who are otherwise eligible for vacation, may, upon MTA approval with agreement of UNION draw vacation allowance. However, no vacation pay will be paid should an employee's death occur prior to the vacation period selected if said employee during the 52 payroll weeks immediately prior to date of death, has not worked at least 167 days as provided in Section (1), sub-paragraph (a) of this Article.

Changes in vacation schedule for other than personal illness or military leave referred to above will not be authorized.

**Section (7)** The selection of vacation periods for operators shall be in accordance with Operating Department seniority. MTA will post a list by October 15th showing the names of operators according to their seniority standing and specific time for each operator to make his selection. Such selection shall begin on the first Monday in November prior to the calendar year in which the vacation is to be taken, and shall be completed within six (6) days, with one (1) Shop Steward engaging in the pick at each Division with less than 400 operators and two (2) Shop Stewards engaging in the pick at each Division with 400 or more operators.

The first week of the year for vacation picks is considered the week that New Year's Day falls in regardless of what day of the week it falls on.

**Section (8)**

(a) With respect to Non-Operating Department Employees, the selection of vacation periods shall be in accordance with Department seniority by location by shifts with one (1) shop steward engaged at each location. In Group #2 vacations shall be picked by seniority in sub-groups. MTA shall determine the number of employees and classifications for any vacation period. Although vacations will be scheduled over the entire calendar year, they will be set up for pick so that anyone in the Non-Operating Department could pick a vacation in May, June, July, August or September, as he so desires. As soon as possible after the annual January pick, a list according to Department Seniority within the Department will be posted and a pick will be held in which employees may select vacations in the period from January 1, through April 30, and from October 1, through December 31.

(b) At each Division on each shift the following Non-Operating Department Employees should be off for vacation purpose during the Christmas Holiday week:

DIVISION	SHIFTS			
	8 A.M.- 4:30 P.M.	4 P.M.- 12:30 A.M.	12 P.M.- 8:30 A.M.	6:30 P.M.- 3A.M.
<b>Bush:</b>				
A, B or				
C Mech. ....	2	2	2	2
Cleaner ....	1	1	1	1
<b>Kirk:</b>				
A, B or				
C Mech. ....	2	2	2	1
Cleaner ....	1	1	1	1
<b>Eastern:</b>				
A, B or				
C Mech. ....	2	2	2	1
Cleaner ....	1	1	1	1
<b>Northwest:</b>				
A, B or				

C Mech. ....	2	1	1	1
Cleaner ....	1	1	1	1

(c) As promptly as possible thereafter, a second pick will be held enabling any Non-Operating employee to pick a vacation in the period from May 1, through September 30. In setting up the number of employees and classifications eligible for picking a vacation in May, June, July, August or September, MTA will exclude those vacation weeks which have been requested in the period from January 1, through April 30, and from October 1, through December 31. The Purchasing and Stores Department will not have any vacation set up for the week prior to and the two weeks following the yearly inventory.

**Section (9)** Employees with a three (3) week or greater vacation entitlement will be allowed to reserve one week of their vacation to be used one day at a time. MTA will promulgate reasonable rules and procedures to govern the administration of the program, including a use-it or pay-it provision.

## **Article (18) - PENSIONS**

### **COVERAGE**

This Pension Plan covers all active full-time employees and weekday part-time operators in the bargaining unit.

Active employees are defined as those employees regularly working, and those on approved leave of absence or sick leave.

Retirees under this plan shall be covered under the terms and conditions in force at the time of their retirement, and such subsequent modifications as shall be specifically extended to them.

Employees transferring directly into a position covered by this plan from a position covered by the State Retirement and Pensions Systems may transfer their MSRPS credited service to this plan, and their continuous service date for pension purposes shall be adjusted accordingly. Likewise, an employee covered under this plan who transfers directly into a position covered by the MSRPS may elect to transfer their continuous service date and credited service to that plan in lieu of receiving a Deferred Vested Pension or Lump Sum Payment from this plan.

Note: Any employee duly discharged for just cause or any employee who voluntarily resigns or otherwise severs his employment with MTA, shall not be entitled to a pension or separation pay under this Article. A Deferred Vested Benefit only may apply.

### **SERVICE DEFINITIONS**

Continuous Service is that service which determines eligibility to receive a pension, deferred pension, or severance pay.

Continuous service dates from the date of employment as a full-time employee or, as a part-time operator, following which service has been continuous.

Separation from the MTA's service prior to January 1, 1966, whether voluntary or involuntary, for a period no longer than six (6) months, shall not be considered a break in the continuity of service in determining pension rights. Leaves of absence without pay and without loss of pension rights may be granted by MTA upon application.

Separation from MTA's service by reason of resignation or discharge for cause will result in loss of continuity of service in determining pension rights.

Credited Service is that service which determines the amount of a pension.

Credited service during full-time employment is equal to continuous service, including actual complete full years and months of service or fractions thereof. For credited service purposes only, effective September 8, 2002, an employee will be allowed credit for up to four years of continuous full time active military service in the armed forces of the United States that was served prior to becoming employed by the MTA.

Accrued sick leave remaining unused at retirement will be converted to credited service at the rate of one month's service for each 20 sick days.

Part-time service will be converted to credited service at the rate of one month's service, or portion thereof, for each 173 pay hours received as a part-timer.

Credited service will be allowed for time worked as a weekend operator upon conversion to employment covered under this Pension Plan. Such credit shall be calculated at the rate of one month credited service for each 173 hours worked as a weekend operator.

In the calculation of pensions, time on leave of absence to serve as a full-time elected officer for Local 1300 will be allowed at the rate of 2210 hrs. per year times the applicable hourly rate of the employee's rightful classification at the time of such service.

### **NORMAL PENSION CALCULATION**

Pension allowances shall be based on a figure representing the average of the highest five (5) calendar years' earnings during the last ten (10) years of service in the employ of MTA. Such earnings shall include credit for Union let-off time for which the employee has been paid by the Union. Effective September 8, 2002, this calculation shall be based on the highest three (3) calendar years service during the last ten (10) years of service in the employ of the MTA.

The Normal unreduced monthly pension allowance shall be one twelfth (1/12) of an amount representing 1.3% (.013) of the average obtained above, multiplied by the employee's years of credited service at retirement. Effective September 8, 2002, the multiplier shall be increased from .013 to .014.

The maximum Normal unreduced monthly pension allowance per year of credited service shall in no event exceed an amount equal to:

\$46.00 for employees retiring from 7/1/02 through 6/30/2003

\$48.00 for employees retiring from 7/1/03 through 6/30/04

\$50.00 for employees retiring on or after 7/1/2004

### **RETIREMENT SAVINGS PROGRAM**

Employees covered under this Collective Bargaining Agreement shall be eligible to join the State of Maryland Deferred Compensation Program.

### **PENSION ADJUSTMENTS**

Effective on August 1, 2002 and on August 1, 2003 and on August 1, 2004, pensions of those retirees/survivors who have been on the pension payroll for 13 months or longer shall be adjusted by the same percentage change as the change in the Consumer Price Index for the preceding fiscal year ending June 30th (Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, 1967=100). However, no pension may increase by more than 3% of the initial pension amount with any single annual adjustment.

### **PROCEDURES**

#### **Application**

When employees wish to apply for a pension, they shall contact the MTA Benefits Department where they will be assisted with the necessary paperwork and approvals.

Any employee who wishes to apply for a pension prior to reaching his sixty-fifth (65th) birthday must make application not later than the fifteenth (15th) day of the month preceding the start of the pension.

#### **Commencement of Payment**

Retirement shall be made effective from the first day of the calendar month following approval of the application, or from the first day of a calendar month to be determined by the Pension Board.

All employees shall complete their allocated vacation, if otherwise eligible, prior to date of retirement.

## **PENSION ELIGIBILITY**

### **Normal Retirement**

Retirement at the Normal (unreduced) pension rate is available upon reaching,

- (1) the age of fifty-two (52) years while in the service of the MTA with not less than thirty (30) years of continuous service in the employ of MTA.
- (2) the age of sixty-five (65) years while in the service of MTA with not less than five (5) years of continuous service in the employ of MTA.
- (3) in the event MTA completely converts from rail to bus or bus to rail operation, an employee, with no physical or mental disability, with not less than five (5) years continuous service, but who fails to qualify for the job into which he has bumped, or is laid off as a result of such complete conversion, will be pensioned.

The minimum monthly pension of an employee who retires at age sixty-five (65) with not less than twenty-five (25) years of continuous service shall be \$450.00 per month. Effective September 8, 2002, the phrase "\$450 per month" in the preceding sentence shall be changed to read "\$625 per month".

### **Early Retirement**

Retirement at a reduced pension rate is available upon reaching fifty-five (55) years of age where combined years of age and continuous service equals 85 or more.

Reduced pension calculations:

- (a) For an employee who retires on or after age 55 but before age 60, the pension shall be computed on the basis of years of service at the time of retirement in accordance with the Normal Pension Calculation; then there shall be deducted an amount equal to 5% for each full year (plus one-twelfth [1/12] of 5% for each full month less than a full year) between the employee's Early retirement date and the first day of the month following his 65th birthday.
- (b) For an employee who retires on or after age 60 but before age 65, the pension shall be computed on the basis of years of service at the time of retirement in accordance with the Normal Pension Calculation; then there shall be deducted an amount equal to 4% for each full year (plus one-twelfth [1/12] of 4% for each full month less than a full year) between the employee's Early retirement date and the first day of the month following his 65th birthday.

### **Disability Retirement**

A Normal (unreduced) pension is available upon retirement by MTA for physical or mental disability after five (5) years of continuous service in the employ of MTA.

Any employee who returns to active service with MTA after a leave of absence to hold office in the UNION, or to work in the Employee's Credit Union, if not qualified for his former position, shall be eligible for disability pension consideration.

The minimum monthly pension for an employee retiring for physical or mental disability with five (5) but less than ten (10) years of continuous service shall be \$100.00, with ten (10) but less than twenty (20) years of continuous service shall be \$180.00 or with twenty (20) or more years of service \$360.00.

### **Special Conditions:**

All applicants for pension by reason of physical or mental disability must submit to a physical examination by a Physician designated by the Pension Board.

If an employee is physically or mentally disqualified from performing his job, the MTA may offer him other

employment if, in the judgement of the MTA, the extent of the employee's physical or mental disability is such that he can perform work in the job offered. The employee, if otherwise qualified, has the right to choose to accept such job in lieu of a pension, or to decline the job and receive the disability pension.

The UNION may request review of the medical examination findings in conformity with the provisions of Sections (2) and (3) of Article (10).

If such a job is available and is filled by the employee, his company seniority for pension purposes will continue but he will start at the bottom of the seniority list in the group to which he is transferred and shall become a permanent employee in said group. However, should there be a reduction in work forces which would cause this employee to be furloughed, or if he fails to qualify in the probation period, he will submit to a physical examination by a Company doctor. If the Company doctor finds that the employee's physical or mental condition has improved so that the employee is able to return to work in the same classification he was in prior to his original physical disqualification, he shall do so. If the employee's physical condition has not improved and he cannot return to his former classification, he will be pensioned.

The above provisions will not be in effect if the employee is discharged for just cause.

However, MTA reserves the right to require of any employee pensioned under the provision of this sub-paragraph, an annual medical examination by an MTA doctor. Likewise, the disability retiree may request medical re-evaluation upon submittal of medical documentation attesting to his improved condition. If the MTA doctor finds that employee's physical or mental condition has improved so that employee is able to return to work in the same classification he was in at time of retirement, MTA has the right to offer him employment in such classification and failure of employee to return to work shall result in immediate termination of his pension. The UNION may request review of the medical examination findings' in conformity with the provisions of Section (2) and (3) of Article (10).

### **Surviving Spouse Pension**

If an employee dies prior to retirement but after becoming eligible to receive a Normal or Early retirement benefit, and is survived by a spouse, said spouse shall receive a monthly allowance for life equal to one-half of the amount of the reduced retirement allowance to which the employee would have been entitled had he retired on the date of his death and had he duly elected an option under which his survivor would receive half his reduced allowance upon his death. Effective September 8, 2002, and under the same conditions as set forth above, the surviving spouse's benefit shall be equal to three-quarters of the amount the deceased employee's benefit would have been presuming the three-quarter option had been selected.

### **PENSION OPTIONS**

In lieu of the pension allowance otherwise payable for Normal, Disability, or Early retirement, an employee, prior to or at the time of application, may elect to receive a reduced benefit of actuarial equivalent value under either of the following options:

Option A - A Ten Year Term Certain benefit consisting of a reduced pension allowance payable to the employee for life. In the event of the employee's death after retirement and before the end of the term certain commencing from the effective date of his retirement, the same reduced pension allowance shall be paid monthly for the remainder of such term certain to the survivor or survivors designated by the employee.

In the event the designated survivor or survivors pre-decease the retiree, any benefit remaining payable after the retiree's death shall be paid in a lump sum to his estate. In the event the last designated survivor receives monthly benefits but dies before the end of the term certain the balance of any payments due under this Option A shall be paid in a lump sum to the estate of such survivor.

Option B - A Joint Pensioner benefit consisting of a reduced pension allowance payable monthly to the retiree for life. The monthly amount payable to the Joint Pensioner for his or her further lifetime after the death of the retiree shall be an amount, as designated by the retiree, equal to one-half (1/2), three-fourths (3/4), or the full reduced allowance paid the retiree.

Option C - Effective August 9, 1990, employees electing Option B may further elect to have their pension restored to its unreduced amount in the event the named Joint Pensioner predeceases them.

Option D – Effective September 8, 2002, employees electing Option B may, in addition, elect a lump-sum payment option whereby 5%, 10% or 15% of the employee's pension is paid in a single lump-sum payment on the starting date of their pension. The lump-sum payment may be selected in exchange for a reduction in the amount which would be payable under the provisions of Option B.

\* \* \*

The retirement allowance reduction factors applicable under Options A, B, and C, will be determined by the MTA's Actuary in accordance with Normal and appropriate actuarial principles. The MTA shall make such information available to employees upon request.

An application for Option A, B, or C, will become null and void in the event of the death of the employee before the effective date of the employee's retirement. In the event of the death of the designated survivor or survivors named in Option A or the Joint Pensioner named in Options B or C before the effective date of the employee's retirement, the employee, if he so desires, may not only continue the elected option naming a new survivor under Option A or a new Joint Pensioner under Options B or C, but may also designate a change in survivor under Option A or a change in Joint Pensioner under Options B or C at any time in the period between the time employee elected his option and prior to the date employee's Normal or Early retirement becomes effective.

An employee who makes application for Option A, B, or C, may cancel his application for any reason prior to the date his Normal or Early retirement allowance becomes effective. Such cancellation to be effective must be made in writing to the MTA.

An option elected under this provision may not be changed or canceled after the first pension allowance payment is made thereunder.

## **SEVERANCE**

### **Deferred Vested Pension**

An employee with 5 or more years of service who leaves the employ of MTA shall be eligible for a deferred vested pension benefit accrued to the date of termination and paid monthly beginning at age 65. No other retirement benefits apply.

### **Lump Sum Payment**

An employee with at least one (1) year of continuous service, but with less than five (5) years continuous service, if he has reached the age of sixty-five (65) years while in the employ of MTA, and is retired without a pension, or if physically or mentally disabled for further employment with MTA, shall receive a sum of money equal to one-half of the said employee's average weekly wages or salary during the last six (6) months of full earnings immediately preceding his retirement or his becoming incapacitated, multiplied by the number of years of his continuous service. Where in the judgement of the Pension Board, the average wages for said last six (6) months do not fairly indicate the average earnings of the employee, the Board may increase the amount to a sum which will indicate fairly such average earnings.

## **Article (19) - ATTENDANCE AT COURT AND CLAIMS SECTION**

**Section (1)** Any operator who is summoned to Court for occurrences other than accidents, while on duty, (with the exception of an operator who is convicted on the charge of Reckless Driving) will be paid straight-time hourly rate for only that part of his assignment which he missed by reason of Court attendance.

Any operator who is directed by MTA to be present or testify in Court, or assist the Claims Section on MTA business, will be paid for such attendance in accordance with the following provisions:

### **Operators on "Day Off" Before or After Working Hours or Between First and Second Parts of Swing Runs.**

Such operators shall be paid straight-time hourly rate for time spent in court or Claims Sections, plus one (1) hour travel time each way. (But note the limitations set forth in Section (5) of this Article).

### **Operators on Regularly Scheduled Days to Work**

(a) **Regular Operators** shall receive as a minimum the time of their run, and should such operators arrive at the Division before the expiration of their run, they shall be subject to being assigned to work until such expiration time without

additional compensation. Work done by any such operators after the finishing time of such run shall be at the rate of time and one-half.

(b) An operator who is not able to obtain an eight (8) hour off period between the finishing of one day's assignment and the time he must report in Court on the following day, will be given an eight (8) hour off period between the time he is through in Court and his next work assignment should be paid according to Article 36, Section (2).

**Operators Attending Court or Claims Section.** Between the first and second parts of runs where travel time involves the off-time, the travel time shall be paid; however, it is understood that, when such travel time overlaps regular pay hours of a run, both travel time and regular run time will not be paid.

**Section (2)** An operator who is entitled to be paid for Court attendance in accordance herewith shall submit information to the Dispatcher at the Division after each day, as to the time spent in such attendance, on a form furnished by MTA showing the pay due therefor. MTA to pay for Court Time involving theft of Change Fund, where not due to operator's negligence.

An operator who makes a report of an accident near a transit vehicle operated by him, if summoned to appear as a witness for either party, will be paid in accordance with the provisions in Section (1) of this Article, if his name is given to either party by the Claims Section of MTA.

**Section (3) Employees Other Than Operators.** Any hourly, weekly, or daily rated employee attending Court or the Claims Section will be paid for such attendance, as follows:

An employee on his assigned "Day Off", or after working hours, shall be paid straight-time hourly rate for the time spent in Court or Claims Section, plus one (1) hour traveling time each way. (But note the limitations set forth in Section (5) of this Article).

An employee on his regularly scheduled day to work shall receive as a minimum the time of his tour of duty; and, should such employee be released before the expiration time of his tour of duty, he shall report back to his station and he shall be assigned to his regular tour of duty until the regularly scheduled quitting time thereof, without additional compensation.

Time spent in Court or Claims Section attendance shall not be considered in computing daily or weekly overtime.

**Section (4) Statement to Claims Section Representative.** In order that the Claims Section may ascertain the facts in regard to incidents involving an operator or the vehicle he is operating, whenever it is possible for employees to cooperate with a representative or representatives of the Claims Section wherein necessary information pertaining to the investigation or other incident is required, the employee shall cooperate if it does not infringe upon personal engagements, and shall give such statement of facts to the Claims Section representative at locations other than those described in Sections (1), (2), and (3), for which the employee shall not be compensated.

**Section (5)** Employees will not be required to report to the Claims Section on their regularly scheduled day or days off if such report on such day or days off would interfere with their opportunity for a turn to work.

#### **Article (20) - FREE TRANSPORTATION**

MTA will extend, upon request, to its employees, the courtesy of transportation without charge on the lines which it operates, upon presentation of an approved identification. However, an employee shall not occupy a seat to the exclusion of a regular passenger. Probationary operators, during the first ninety (90) days of employment, will not be issued an Employee Transportation Pass; new employees of the Non-Operating Department will be issued an Employee Transportation Pass after working ten (10) full days.

In the event an employee loses his Employee Transportation Pass, a period of ten (10) days, after notice of such loss is given to MTA, shall elapse before a new Employee Transportation Pass will be issued.

In addition to the above, the MTA will provide a photo identification card to all employees at no cost to the employees. After issuance, employees will be required to carry this photo identification card on their person while on duty. MTA is not required to pay employees for any time required in obtaining this identification card.

### Article (21) - MEALS

Meal allowances will be paid by MTA only under the circumstances set forth in Sections (1) and (2) of this Article. Effective September 8, 2002, the meal allowance will be increased from \$4.00 to \$6.00.

**Section (1)** A meal allowance of four dollars (\$4.00) or a meal, will be furnished to an employee in the Non-Operating Department when he is required to work continuously more than two (2) hours in addition to working his scheduled work hours for the day, either at the beginning or ending of his scheduled work hours. If the extension of work should continue more than two (2) hours and thirty (30) minutes after the regular quitting time for the day, the meal may be eaten on time paid by MTA, not to exceed thirty (30) minutes.

As soon as possible after January 1, 1981 a program will be implemented to permit employees to be reimbursed for meal allowances through the weekly payroll check.

**Section (2)** During emergency work in sleet and snow storms, a meal allowance of four dollars (\$4.00) will be made to an employee performing such sleet and snow work at intervals of five (5) hours or as close to such intervals as is practical. However, MTA may elect to furnish such meal in lieu of the meal allowance of four dollars (\$4.00).

In other types of emergencies, any payment for meals shall be at the discretion of MTA.

### Article (22) - JURY DUTY DIFFERENTIAL

**Section (1)** An employee who misses his regular assignment because he is serving on jury duty will be paid the difference between the amount he would have earned on his regular assignment for that day and the amount he received as jury pay.

In order to receive this jury duty pay, employee must obtain from the Court Clerk a slip confirming the days he qualified for jury pay and said slip will be turned in to employee's Division Manager or Foreman upon completion of jury duty term.

An employee who has selected assignments for Saturdays and/or Sundays shall work such assignments during weeks in which he is serving on jury duty.

**Section (2)** An extra operator who is on jury duty will be assigned Saturdays and Sundays as regular work days for the first two (2) consecutive weeks during which he is serving on jury duty. For the three (3) regularly assigned work days during the week which his jury duty forces him to miss, he shall be paid the difference between eight (8) hours pay at his regular straight time hourly rate and the amount he received as jury pay. After serving two (2) consecutive weeks of jury duty, the extra Operator will be allowed to select his days off. Should his selection of days off cause the extra Operator to miss additional time from work he shall be paid the difference between eight (8) hours pay at his regular straight time rate and the amount he received as jury pay for the additional time missed. Selection of days off must be made by 2:00 p.m. on the Thursday preceding the days off.

**Section (3)** On days other than assigned days off should an employee on a jury panel not be scheduled to serve on jury duty for one (1) day or more, he shall report for his regular work assignment on such day or days.

**Section (4)** The assignment to report to Court for selection for Jury Panel will be considered as serving on Jury Duty within the meaning of this Article.

### Article (23) - CLASSIFIED DRIVER'S LICENSES

All employees hired initially into positions requiring a driver's license shall pay the cost of procuring their driver's license irrespective of the class of license required.

MTA shall reimburse all employees the cost of renewing special classified driver's license other than Class D when such special driver's licenses are required for the performance of the employee's regularly assigned duties. However, it will remain the employee's responsibility to renew his/her license within the designated time frame.

If an employee is initially hired into a position which does not require him/her to possess a special classified license

other than a Class D transfers into a position which does require such special classified license, the MTA shall <sup>32</sup> reimburse the employee for the cost of an other than Class D license.

#### **Article (24) - PROTECTIVE CLOTHING**

MTA shall furnish to employees assigned to Storm Duty, protective clothing consisting of rain coats, rubber boots, and rubber hats where such equipment is available and for other duties at the discretion of the Section Head. Employees engaged in bus cleaning may be furnished overshoes, when at the discretion of the Division Maintenance Superintendent the nature of the work so justifies.

Flashlights and batteries will be furnished as required, at the discretion of the Section Head.

Where necessary the Company will provide individual protective clothing consisting of rain coat, rain hat, rubbers and gloves.

As soon as possible after September 8, 2002, MTA shall establish a safety shoe program for Non-operating employees and employees in certain Operating classifications that might be designated by the MTA Safety Department for coverage. The program shall provide for the employee to receive one initial pair of approved shoes with one replacement pair annually thereafter. During the course of the year shoes damaged or worn through normal day to day use will be replaced as deemed necessary by MTA. There will be no cost to the employee for shoes provided in accordance with the foregoing provisions. However, the employee will be responsible for the cost of replacing any footwear where replacement is required due to damage caused by the employee's neglect or misuse.

#### **Article (24-A) - SUBCONTRACTING**

The MTA shall not subcontract any work normally performed by the members of the bargaining unit. Notwithstanding the above, the MTA will be permitted to subcontract maintenance work provided that such subcontracting will not result in the lay-off of employees who normally perform such subcontracted work or, the elimination of jobs which normally perform such subcontracted work, except those jobs which may be changed by advances in technology. In the event of a job change resulting from the above, the MTA will re-train such affected employees.

**PART II**

**PROVISIONS FOR OPERATORS**

**PART II  
PROVISIONS FOR OPERATORS**

The provisions of this part of the Contract (Part II) shall apply solely to those employees in the bargaining unit within the job classifications shown in Article (62) of this Contract as "Operating Employees", and to be known herein as the "Operating Department".

**Article (25) --- DEFINITIONS**

**Section (1)** Base Period Headway is the interval between cars, trains, or buses running past a given point between the hours of 10:00 A.M. and 2:00 P.M. on lines designated by MTA for operators' travel.

**Section (2)** Base Running Time is the time required to travel on MTA vehicles between two points between the hours of 10:00 A.M. and 2:00 P.M. on lines designated by MTA for operators' travel.

**Section (3)** Established Rate, in referring to operator's pay, is the straight-time rate as set out in Article (62), for all work performed of eight (8) hours or less; with pay of time and one-half for all time worked beyond eight (8) hours, or for time worked on an operator's assigned day off.

If the operator is working a swing-run his established rate shall also include a spread-time penalty of one-half time for all time over ten and one-half (10 1/2) hours between the starting and finishing time of such swing-run and a spread-time penalty of full time for all time over twelve (12) hours, between the starting time and finishing time of such swing-run.

**Section (4)** Extra Operator is any operator who, for any reason, does not pick or is not assigned to a run.

**Section (5)** Regular Operator is an operator who selects or is assigned to a run and is not disqualified from operating that run.

**Section (6)** Run is any piece or pieces of work for an operator which can be coupled to equal at least seven (7) hours of platform time. Platform time is defined as operating time and waiting time (that time needed to make up a straight run).

**Section (7)** Special Work is any work performed in the Transportation Department other than operating a vehicle in revenue service.

**Section (8)** Straight Run is a scheduled full piece or pieces of work having no unpaid break, other than a meal break which shall be a period off duty not exceeding sixty (60) minutes for which period no compensation shall be paid.

**Section (9)** Swing Run is two (2) or more scheduled pieces of work having one (1) or more breaks, the longest of which shall be in excess of sixty (60) minutes and shall be unpaid.

**Section (10)** Tripper is a scheduled or unscheduled piece of work not incorporated in a regular run.

**Section (11)** General Pick is one where all runs at a Division are open for selection whether or not new schedules are issued and shall be held in June, September, and January.

**Section (12)** Division Pick is when all runs at a Division are open for selection by reason of changes in more than one (1) schedule operation.

**Section (13)** Line Pick is when all runs on a line at a Division are open for selection by reason of change on one (1) schedule only.

**Section (14)** A permanently vacated run is a run vacated by reason of promotion, resignation, dismissal, pension, severance, death.

**Section (15)** Hold-Over Time is the time, not to exceed sixty (60) minutes, between the completion of one assignment and the start of another assignment. Such Hold-Over Time, of sixty (60) minutes or less, will be paid at

established rate.

### Article (26) --- OPERATORS' SENIORITY

**Section (1)** Seniority for all operators shall date from the time of last employment and assignment to the Transportation Department. Time spent in training as a trainee shall not be counted as service for purposes of determining increases in gradation pay.

**Section (2)** MTA shall maintain a Seniority List, a copy of each of which will be sent to the UNION's Office and will be available at the Divisions to any employee desiring to examine it.

**Section (3)** An employee who is on leave of absence approved by MTA or who is granted a military leave of absence for service in the armed forces of the United States, shall retain his seniority standing and continue to accrue all types of seniority during the period of such leave of absence.

**Section (4)** MTA may transfer surplus operators at any Division to any other Division in accordance with the following procedure:

(a) The operators on the Extra List, including those who, in the exercise of their seniority, have chosen the Extra List in lieu of a run during a General Pick, shall, according to seniority, be given the opportunity to select the transfers as proposed by MTA.

(b) In the event an insufficient number of operators elect to transfer, then MTA shall select from the Extra List, in the inverse order of seniority, the operators to be transferred.

(c) In the event extra operators are involuntarily transferred as set forth in (b) above, any such operator so transferred shall be given the opportunity to elect to go back to the Division from which he transferred, before a new employee can be assigned to the Division to which the transferred operator was formerly assigned.

**Section (5)** MTA and the UNION, by mutual agreement, from time to time may designate certain pieces of work to be held for operators having limited physical qualifications.

Such an operator shall be given the opportunity to pick at any Division in the system for such designated work as he is qualified to perform.

Any operator displaced by any physically limited operator shall be given the opportunity to exercise his seniority at his Division, or fill the run vacated by such physically limited operator. If such an operator exercises his seniority at the Division, any operator so displaced in the resulting bump-down will be given the same privileges. In the event such run is not so filled, it shall be posted for "hold-down" until the next General Pick or System Bid.

Operators who are on light duty by their request or who have special trippers set aside for them, do not come under the spread time provisions of the contract.

**Section (6)** Anytime an operator returns to MTA's service with seniority and the run he last held is no longer open, he shall "bump-in" as follows:

The operator may "bump-in" at any Division in accordance with his seniority. The operator "bumped" by the returning operator may, in turn, "bump" at any Division, in accordance with his seniority. In order to expedite the "bump-down", operators must make their selection within twelve (12) hours after being notified. This procedure will continue to be followed until an operator selects, or falls back onto, the extra list. While the "bumping" procedure is being followed the returning operator will work a run as nearly similar to that which he selected as possible. The "bump-down" will be placed into effect on Sunday of the week following the week in which it is completed.

### Article (27) --- TRANSFER OF OPERATORS WITH WORK

The following procedure will govern the transfer of operators with work:

**Section (1)** The number of operators who may transfer with work will be determined on the basis of the number of regular runs transferred out of the Division, plus a number of operators as extra operators to the extent of 10 percent of the

total of regular runs (relief runs excluded) so transferred. The total number of operators to be transferred, however, shall not exceed the number of new runs gained at the Division to which the work is being transferred, plus the number of extra operators.

For the purpose of transferring operators with work, Summer schedules will be compared with Summer schedules and Winter schedules will be compared with Winter schedules.

**Section (2)** Prior to the transfer taking place, a General Pick will be held at the releasing Division. Operators at the releasing Division shall select a run or the Extra List at the releasing Division or elect to be transferred to the Division at which the routes are reassigned. The number of operators electing to be transferred shall be in accordance with Section (1) of this Article. Operators so electing to be transferred will be assigned to the location at which these routes are reassigned.

**Section (3)** When operators transfer with routes, the Division at which these routes are reassigned shall readjust the seniority picking list and the readjustment shall include the names of the operators electing to transfer. Such names shall be added in seniority sequence among the operators already at the Division. A general picking of runs shall take place at the receiving Division and such picking of runs shall be in accordance with Article (28), Posting Schedules --- Picking Runs.

### **Article (28) --- POSTING SCHEDULES --- PICKING RUNS**

The parties recognize that the system of picking runs is complex and time consuming, and may possibly be improved through modern technology. The parties hereby agree to establish a joint committee to study the pick system from time to time and recommend possible improvements. MTA may with the consent of the UNION President/Business Agent, from time to time, try out such possible improvement at one or more divisions at the time of a January general pick.

**Section (1)** There shall be a General Pick of runs at each Operating Division in June, September and during the month of January of each year. (The January pick need not be held at all Divisions at the same time but will be held during the month as schedules are prepared.) All operators at each Division shall be eligible for selection of runs posted at their respective Divisions in accordance with their seniority as defined in Article (26) Section (1). All runs must be filled at the General and Division Picks, except ones held for System Bid, in accordance with Article (30), Section (1).

#### **Section (2)**

(a) If, at any time, there is a change of schedule of one (1) line only and such schedule does not change any runs on another schedule at the Division, there shall be a line picking of runs.

It is understood that in the event of a line pick, the effective date of the newly picked schedule must not be less than thirty (30) calendar days after the effective date of the preceding schedule which was picked in a General Pick or a Division Pick.

(b) If there is a change of more than one (1) schedule at a Division, all the schedules at the Division shall be picked on the Division principle.

(c) When there is a change or a difference up to five (5) minutes in a run or runs on a new schedule over the schedule presently in effect, there shall not be a repick of runs.

(d) If at any time MTA permanently changes the physical structure of a run, (i.e., if an operator is scheduled to be relieved and MTA directs him to pull his vehicle in, or if an operator is scheduled to pull his vehicle in and MTA directs him to be relieved, so as to cause the operator working the run to finish later by more than five (5) minutes at the location where he picked to finish, he shall be paid in accordance with Article (31), Section (5) for one week. If he decides during the week to "bump" off the run a Division "bump down" will be carried out and placed in effect on Sunday of the week following the week in which it is completed. (Even though the bump down is not completed during the first week there will be no penalty paid after the first week.) If the operator does not decide to bump down during the first week he shall accept the run as it is changed with pay for actual time only, after the first week.

#### **Section (3)**

(a) When a Line Pick is made at a Division, the operators on the line shall pick a run until all runs are filled; no operator may pick the Extra List.

(b) In the case of a pick on the Division principle because of a change in the schedule on more than one (1) Line, as set forth in Section (2), paragraph (b) of this Article, no operator may pick the extra list, unless there are fewer runs on the new schedules to be operated from that Division. If there are fewer runs on the new schedules for that Division, operators equal in number to the reduction of runs, in accordance with seniority may pick the Extra List. No other Operators shall be permitted to pick the Extra List during such a pick.

**Section (4)** All schedules involved in either General, Division or Line Picks, except in emergencies, shall be posted at least four (4) days before the picking of runs begin. General and Division picking of runs shall be completed in three (3) day periods; that is, a schedule posted Noon on Thursday shall be picked the following Monday, Tuesday and Wednesday and go into effect the following Sunday.

At all Divisions, in the case of a Line Pick, the length of time for picking shall be reduced to two (2) days.

At Divisions where it is not possible to pick the schedule in three (3) days, see Section (5) below, additional days shall be used as needed. The UNION will be furnished schedules and run breaks at least five (5) days, if possible, but not less than three (3) days prior to the date of posting.

**Section (5)** At the time the schedules are posted, MTA shall also post a list showing the names of operators according to their seniority standing and a specific time for each operator to make his pick. The scheduled time for picking shall be between 9:00 A.M. and 4:00 P.M. At Divisions where Division Picks shall be completed in three (3) days, the Operators' names shall be arranged so that approximately 33 percent are scheduled to pick on Monday, 34 percent on Tuesday and 33 percent on Wednesday, and in cases of Line Picks, the operators' names shall be arranged so that approximately 50 percent are scheduled each day.

In cases where more than three (3) days are needed to pick a schedule, not less than 80% of the operators will pick according to their seniority, during the first three (3) days and the number of operators posted for picking will not be less than 25% on any of these three (3) days. The pick will then be completed in as short a time after the three (3) days as possible.

**Section (6)** Operators on duty at the time they are scheduled to pick shall be relieved for a sufficient time to make their pick and MTA shall pay them for such time. If the last man to pick each day is relieved on the street, he will be relieved for the schedule time to pick. If he pulls in to the Division, he shall pick whenever he arrives at the Division. Operators anticipating absence for any reason at the time they are scheduled to pick should discuss with the Shop Steward their selection of runs. Such operators shall leave, in writing, with the authorized MTA representative, their selection of runs, in order of preference, together with their name, address and telephone number. Operators not picking at the time scheduled for them to pick, and who have failed to leave their selection of runs with the authorized MTA representative, shall have their pick made for them by the Shop Steward. Shop Stewards shall not accept selections over the telephone.

In a Line Pick, if the new schedule contains fewer runs than the schedule which it replaces, senior Operators equal in number to the reduction of runs and any Operators on that line left without a run because of such reduction in runs shall be permitted to pick, in accordance with seniority, on any other line from that Division, or to pick the Extra List. Operators displaced from their runs by such exercise of seniority may, in turn, exercise their seniority at that Division, and this shall continue until the operators having the least seniority, for whom runs are not available at that time, shall be placed on the Extra List.

In cases of delays in pick if MTA has provided adequate relief for the operator who holds up the pick there shall be no pay for men delayed by such operator's picking late. If the operator delaying the pick has not had adequate relief provided, operators delayed by his picking late shall be paid straight-time for such delays.

**Section (7)** MTA may establish schedules for holidays, and picks for such schedules shall be by Division. Such picks shall be made in accordance with the procedure established under Sections (4), (5) and (6) hereof, except that all regular operators must pick runs on such schedules as long runs are available. However, a regular operator must either pick a run on any line at his Division or pick a run on the line on which he is working. If there are no more runs open on the line on which he is working, he may then pick the Extra List for the holiday week instead of a run on another line.

In the event a regular operator fails to pick an available run on such schedules, as above described, the Shop Steward shall pick a run for him on lines on which he is qualified, similar to or as nearly similar as possible to the type of run worked regularly by the operator.

No operator who is scheduled for vacation during the week in which a Holiday Schedule is to be operated, shall be permitted to pick a run for said Holiday Schedule. However, any operator who is scheduled for only (1) week vacation during the Christmas and New Year Holiday Schedule shall be included in the pick for the Christmas and New Year Holiday Schedule.

Operators, in making a selection of runs during the picking of Holiday Schedules, shall select such runs on lines on which they are qualified to operate. If an operator is qualified to operate on a particular line, he will not be barred from picking a run on that line merely because it interlines with other lines on which he is not qualified.

Operators having no runs under such schedules shall become extra operators, and shall be assigned to the Extra List in accordance with their seniority standing among those operators on the Extra List.

If an operator has lost his run and has been placed on the Extra List in accordance with his seniority, and he is in a group of those eligible to select a hold-down, his name shall be posted to make such selections.

"Hold-down" runs on Holiday Schedules shall be posted on Thursday, picked on Friday, and go into effect on the following Sunday.

Extra Operators will not be relieved or paid to pick "Hold-Down" runs.

The pick of the Labor Day schedule will be combined with the Fall pick, and the pick of the Independence Day schedule will be combined with the summer pick. On a one time trial basis, the final Memorial Day schedule of this contract will be picked with the combined Independence Day/summer pick. The parties agree to continue this combination pick unless there is data that is has worked to the detriment of the employees or organization.

**Section (8)** An operator who, at a new pick of runs at the Division to which he is assigned, selects a run to begin on the following Sunday morning at a time which would not allow an eight (8) hour off period between the beginning of that run and the ending of the last run worked by such operator before the starting time of the run of the new pick shall be given an eight (8) hour off period, and shall not be paid for time lost from run; provided, however, that if such operator has no other selection and was forced, thereby, to select a run which would not afford him an off period of eight (8) hours, he shall be given an eight (8) hour off period and shall be paid for time lost from run.

This provision shall also apply to "Holiday Picks."

**Section (9)** The Shop Steward shall engage in the picking of runs. For such work he shall be paid for his run on regular work days, and on his assigned day off he shall be paid eight (8) hours at straight-time rate and, if such pick takes place on the Shop Steward's day or days off, he may request other day or days off to replace such day or days off he lost during the week of such pick.

In a General Pick or Division Pick, two (2) Shop Stewards will be used at a Division with 150 or more Operators; if Division has less than 150 Operators, one (1) Shop Steward will be used. In a Line Pick only one (1) Shop Steward will be used.

**Section (10) DISCONTINUANCE OF LINE** -- In the event a line is to be discontinued, the names of the operators working on the line to be discontinued shall be listed in seniority sequence and shall be posted on the Bulletin Board. The operator with the greatest seniority on the list shall select a run of his choice, or the Extra List at any Division, in accordance with his seniority, provided he can qualify for the work selected; then the operator next in seniority shall make his selection, and so on down the list. Any operator so displaced from his run by such exercise of seniority shall be added to the list and shall, in seniority turn, exercise his seniority, until all operators involved shall have the same opportunity.

In order to facilitate the making of selections, as described above, within twenty-four (24) hours after the list has been posted, a form and a duplicate form will be given to the listed senior operator to make a selection and, after each selection has been made, a form shall be given to the next listed senior operator and such procedure shall continue until all operators involved have had the same opportunity.

The operator will insert his name, badge number, Division and his choice of run or Extra List. Such form, within twelve (12) hours after being made available to him, shall be returned, in duplicate, to the Dispatcher who shall initial the form and return the duplicate copy to the operator. Any listed operator failing to return the form within the prescribed time shall be placed on the Extra List at the Division at which he is presently working.

## Section (11)

(a) **CONSOLIDATION OF LINES AT ONE DIVISION ONLY** -- In the event that a consolidation of lines at one Division takes place and the number of runs on the schedule of the consolidated line will be the same or greater than the number of runs on the schedules of the lines before consolidation, then there shall be a Division picking of runs at the Division where the consolidation takes place.

If such consolidation should produce fewer runs, the number of operators comparable to the number of fewer runs shall, in accordance with their seniority standing, select runs or the Extra List at any Division, provided that they can qualify for the work so selected. After obtaining the list of operators who will choose runs or the Extra List away from the consolidated line as set out in Sub-Section (d), there shall be a Division Pick of runs among the operators remaining with the line after consolidation.

(b) **CONSOLIDATION OF LINES OPERATING FROM TWO DIVISIONS AND THE LINE IS TO BE OPERATED FROM ONE OF THE DIVISIONS** -- In the event that a consolidation of lines operating from two (2) Divisions takes place and the line is to be operated from one (1) of the Divisions, if the number of runs on the schedule of the consolidated lines will be the same or greater than the number of runs on the schedule of the lines before consolidation, then the operators on that line at the Division from which the line will no longer be operated shall be transferred to the Division from which the line will be operated. With these operators there shall also be transferred to the Division from which the line will operate, from the Division from which the line will no longer be operated, an additional complement of operators, not less than eight (8) percent of the operators to be transferred from that Division. There will then be a Division Pick of runs at the Division from which the line will be operated.

However, if the consolidation of lines should produce fewer runs, the number of operators comparable to the number of fewer runs may, in accordance with their seniority standing, select a run of their choice or the Extra List at any Division, provided that they can qualify for the work so selected. The number of operators to be transferred to the Division from which the line will be operated will be determined in the same manner as that set out in the paragraph immediately preceding, but that number will be reduced by the number of fewer runs on the schedules of the consolidated lines, after consolidation. After such transfer of operators, there shall be a Division Pick of runs at the Division from which the consolidated line will be operated.

(c) **CONSOLIDATION OF LINES OPERATING FROM DIFFERENT DIVISIONS AND THE LINE IS TO BE OPERATED FROM TWO DIVISIONS** -- In the event a consolidation of lines takes place between two (2) Divisions and the line is to be operated between the same Divisions, the adjustment shall be handled separately at each Division where the schedule on the consolidated line at that Division will contain the same or a greater number of runs than were scheduled on the line at that Division before the consolidation. In such an event, there will be a Division Pick of runs at each such Division. Should such a consolidation produce fewer runs at either or both Divisions, then a number of operators comparable to the number of fewer runs at the Division or Divisions losing runs shall be placed in one group and shall, in accordance with their seniority standing, select runs of their choice or the Extra List at any Division, provided that they can qualify for the work selected. After obtaining the list of operators who will choose runs away from the consolidated lines, there shall be a Division Pick of runs at each Division which lost runs on the schedule of the line after consolidation, among the operators remaining with the line so consolidated.

(d) To obtain the number of operators comparable to the number of fewer runs, as described in Sub-Section (a), (b) and (c), the operator with the greatest seniority at the Division of the consolidated lines shall be canvassed and then the next in seniority order shall be canvassed, and so on until the number of operators comparable to the number of fewer runs have made a choice to bump into other lines. The names of operators shall be listed in seniority sequence and shall be posted on the Bulletin Board. The operator with the greatest seniority on the list shall select a run of his choice or the Extra List at any Division, in accordance with his seniority, provided he can qualify for the work selected; then the operator next in seniority shall make his selection, and so on down the list. Any operator so displaced from his run shall be added to the list and shall, in seniority turn, exercise his seniority until all operators involved shall have the same opportunity.

In order to facilitate the making of selections, as described above, within twenty-four (24) hours after the list has been posted, a form and a duplicate form will be given to the listed senior operator to make a selection and, after each selection has been made, a form shall be given to the next listed senior operator and such procedure shall continue until all operators involved have had the same opportunity.

The operator will insert his name, badge number, Division and run of his choice. Such form, within twelve (12)

hours after being received, shall be returned in duplicate to the Dispatcher who shall initial the form and return the duplicate copy to the operator. Any listed operator failing to return the form within the prescribed time shall be placed on the Extra List at the Division at which he is presently working.

### **Section (12) Biddable Trippers**

When regular runs are posted for pick the MTA may also post a list of trippers at each Division, but not including thereon trippers having more than two (2) hours and thirty (30) minutes platform time. In the event such a list is posted at a Division, each regular operator will be permitted, in seniority order, to select a tripper or trippers which can be worked together with the run selected by him. However, an operator shall not bid a tripper which does not allow him eight (8) consecutive hours off duty between the completion of one day's work and the beginning of his work on the following day. It is understood that the selection of trippers under this provision is strictly voluntary. It is also understood that trippers signed up for by regular men will be subject to change or cancellation depending on the demands for service.

A regular operator will be required to operate the tripper which he selected under this provision. Failure to operate a tripper which has been bid under this provision may result in cancellation of the operator's right to biddable trippers for the balance of that pick period.

An operator who completes a regular run and a tripper under this provision will be paid at the rate of time and one-half for the actual time in the tripper in addition to the pay of his run. No other penalties or guarantees will apply to a bid tripper worked under this provision.

It is agreed that the MTA will not post for bid under this provision more than fifty percent (50%) of the A.M. trippers or more than fifty percent (50%) of the P.M. trippers at any Division.

### **Article (29) --- HOLD-DOWN OF RUNS**

**Section (1) -- Definition of Hold-Down of Runs:** This is a run which does not have a regular operator assigned to it for a calendar week or longer, caused by reasons such as outlined below, and shall have an extra operator assigned:

- (a) Regular operator off on a vacation;
- (b) Regular operator known to be ill for more than one (1) week;
- (c) Regular run not selected by an operator during pick of runs;
- (d) Termination of service, promotion, or transfer of operator to another position between posting of open runs;
- (e) Runs not awarded at the time of posting of runs for system bidding, due to no one bidding on a run.
- (f) Regular operator on leave of absence.

**Section (2)** Operators for "hold-downs" shall be selected in the following manner:

On Tuesday of each week, when the crew sheet is posted, if it is anticipated that certain runs will be open for five (5) days in the following calendar week, such runs shall be posted at the Division as "hold-downs", with the names of operators entitled to pick such "hold-downs"; one operator's name being posted for each "hold-down".

Such named operators shall pick such "hold-downs" on Wednesday for the next calendar week. Operators involved may leave their choice, in writing, with the Dispatcher at the Division any time after posting of "hold-down" runs, on or before posted picking time on Wednesday. Should any such named operator fail to leave his choice in writing or fail to pick at his posted picking time, that operator will be permitted to pick from the "hold-down" runs not selected, after all other operators have made their selection, up to Midnight of Wednesday. Where a run is not picked by any such operator, it shall be operated from the Extra List. Any operator whose name appeared on the "hold-down" list and who failed to pick a "hold-down" shall not be posted to pick a "hold-down" until the operation of rotation system has been completed.

However, the remainder of the Extra List may also leave their choice in writing, with the Dispatcher before 2 P.M. on Thursdays. After the awards are made to the operators who fell for a turn on the regular weekly Rotation List, any runs that are still open will be awarded in seniority order to the remainder of the operators on the Extra List who made selections,

and it will not affect their right to pick at their following hold-down turn.

During weeks of line or Division picking of runs, "hold-down" runs shall be posted after scheduled runs have been picked and shall be picked by Noon of the following day for the following week.

The names of operators placed weekly on the "Hold-Down" List shall be selected in accordance with their seniority on the Extra List and in accordance with the rotating system, so that each extra operator shall be given an opportunity to make a selection of a "hold-down", but the operators who are posted for "hold-downs" each week shall, in selection of "hold-downs", have the right of selection among themselves in accordance with seniority. Extra operators will not be relieved or paid to pick "Hold-Down" runs.

Extra operators on "hold-downs" may move to another "hold-down" and will be given eight (8) hours off without loss of seniority rights or loss of pay.

If the regular Operator returns before the beginning of or during such "hold-down" period, he shall resume the operation of his run and the operator who selected such run for "hold-down" shall be returned to the Extra List and shall be given No. 1 position on the Extra List for the week of "hold-down". The privilege shall be considered as a "hold-down" and such operator shall take his position in the rotating system as working a "hold-down". However, he shall accept for his days off for the week the scheduled days for the "hold-down" runs.

**Section (3)** Any run which becomes open after a pay week has begun shall be assigned day by day to extra operators in accordance with the rotating system.

### **Article (30) --- POSTING AND BIDDING OF PERMANENTLY VACATED RUNS**

**Section (1)** A run permanently vacated at any Division shall be posted for bid at all Divisions at the next regular time for such posting. The regular times for such posting shall be the first Monday of May, August and November. The posting, when made, shall continue until midnight of the Thursday following. Any such run not filled under a bid made before midnight of said following Thursday shall be filled at the particular Division by "hold-down" until the next General Pick or Division Pick. On Holiday Schedules, all open relief runs will be picked.

At the time of the June, September and January General Picks as provided for in Article (28), Section (1) thereof, any run which is permanently vacated shall be included in the General Pick.

**Section (2)** If a new schedule for a Division or Line Pick, other than that posted in June, September and January, is posted:

(a) Before a permanently vacated run has been advertised, MTA shall make the following entry on the pick sheet opposite the correspondingly numbered run:

"This run held open for System Bid."

(b) After a permanently vacated run has been advertised but not awarded, MTA shall make the following entry on the pick sheet opposite the correspondingly numbered run:

"This run has been advertised for System Bid".

(c) When a schedule is posted for picking and the permanently vacated run has been changed from one category to another, the following procedure shall apply to ascertain the number of the run which has been vacated:

Early straight runs shall be counted from the top.

Late straight and swing runs shall be counted inversely from the bottom.

(d) In the event an operator has been awarded an advertised permanently vacated run and a new schedule is posted for picking prior to the effective date, the operator is to be assigned to the advertised vacated run. Such operator's name shall be posted according to his seniority standing among those eligible at the Division from which the above mentioned run was advertised, and shall select a run at that Division in accordance with his seniority standing.

**Section (3)** In applying for a vacated run as posted, an operator shall fill out in duplicate a designated form

available at the Division. The forms, after completion, shall be presented to the authorized MTA representative who, after initialing, shall retain one (1) copy and return the other copy to the operator.

An operator may apply for any or all runs listed for bid, using a separate form for each bid and indicating on each form whether it is his first choice, second choice, and so on. An operator who has left his selection of runs with the authorized MTA representative may withdraw his selections at any time prior to Thursday Midnight; provided, however, that, if the run has been awarded, the operator shall accept and work the run, except when a mistake is made in the posting of the day off.

The awards of such runs shall be made in accordance with seniority.

**Section (4)** An operator, in moving from one Division to another as a result of a bid, shall be subject to the following conditions with respect to payment for qualifying and training time:

(a) Once each calendar year such operator shall be paid his regular straight-time hourly rate of pay, for a period not to exceed four (4) days, for training.

(b) If there should be more than one occasion in a calendar year, such operator must qualify and train at his own expense, except that he shall be given an opportunity by MTA to qualify at such hours on his own time as will not cause him any loss of working time.

### **Article (31) --- PROVISIONS FOR RUNS**

**Section (1)** MTA and the UNION recognize the desirability, in the preparation of schedules, of making as many straight runs as possible, but not less than 50 percent on weekdays; 60 percent on Saturdays and 90 percent on Sundays and Holidays at each Division. MTA in making no less than 90 percent straight runs on Sundays and Holidays, may or may not, at its discretion, provide meal breaks.

On runs where there are no meal breaks scheduled, MTA will schedule not later than January, 1989 a minimum of twelve (12) minutes layover on one trip after four (4) hours' work and before six (6) hours' work, for the purpose of eating.

It is mutually agreed and understood that operators working all night runs and straight runs on Sundays and Holidays with more than six (6) hours of continuous pay time without a scheduled meal break, will be permitted to stop in route long enough to pick up food and drink when it may reasonably be done without undue delay to passengers.

However, effective July, 1961, in no event will straight runs on Sundays and Holidays contain more than eight (8) hours actual operating time.

Effective with the June, 1970 schedules, MTA will eliminate (exclusive of school trippers), interlining of first two (2) runs on each line with fifteen (15) or more runs at each Division and MTA agrees that consecutive days off, one of which will be Sunday, will be set up for the first four (4) runs on those same lines. MTA agrees to apply these conditions to no less than four (4) lines at each bus division with 100 or more runs.

To the extent practical and possible, the MTA will attempt to assign short pieces of premium work (express, limited, park-and-ride, and suburban service) to runs in place of short pieces of regular line work.

**Section (2)** All runs shall pay a minimum of eight (8) hours at the straight-time hourly rate as provided herein. Scheduled single pieces of work of seven (7) hours platform time or more shall be runs. All schedules shall include preparatory and storage time in accordance with Article (35), Section (1), par. (a).

Temporary runs after thirty (30) days will be picked on move-up basis; and unscheduled trippers operating fifteen (15) days, which can be coupled to give seven (7) hours platform time or more, will be picked on move-up basis. However, any temporary runs or coupled trippers referred to in this paragraph, which provide five (5) days work in a week, will be picked as a run on a Holiday pick; those which provide less than five (5) days work in a week will be operated as open runs on a daily basis.

After June, 1966, no regularly scheduled runs (all night runs and straight runs on Sundays and Holidays excepted, as provided above in Section (1)), shall have more than five and one-half (5 1/2) hours of operating time without a scheduled meal break of thirty (30) minutes or more. Any run ending after 3:00 A.M. will be an All Night Run.

Notwithstanding the provisions of this Article, the MTA may establish runs for the purposes of eliminating late night reliefs at remote locations.

If an operator is delayed beyond the time that he was supposed to begin his meal break, he will be paid as follows:

(a) If he still has thirty (30) minutes left on his meal break, thus giving him time to relieve properly at the end of the break, he will be paid the actual time of the delay, in addition to the pay for the run.

(b) If he has less than thirty (30) minutes left on his meal break, but nevertheless manages to relieve on time at the end of the remaining break, he will be paid the time of the delay, the remaining time of the scheduled break plus the time of the run.

(c) If he has less than thirty (30) minutes left on his meal break and takes the full thirty (30) minutes, thus failing to relieve on time at the end of his break, he will be paid the time of the run. Should he somehow make his relief late but yet at a time which would actually give him less than the scheduled meal break, he shall receive, in addition, to the pay for the run, the time representing that portion of the scheduled break which he worked.

If an operator is extended beyond the time that he was supposed to begin his meal break, he will be paid as follows:

(d) If he still has thirty (30) minutes left on his meal break, thus permitting him to relieve properly at the end of the break, he will be paid the actual time of the extension plus the time of the run.

(e) If he has less than thirty (30) minutes left on his meal break, but nevertheless manages to relieve on time at the end of the remaining break, he will be paid the time of the extension, the remaining time of the scheduled break plus the time of the run.

(f) If he has less than thirty (30) minutes left on his meal break and takes the full thirty (30) minutes, thus failing to relieve on time at the end of his break, he will be paid for the extension plus the time of the run.

**Section (3)** An extension occurs when an operator is not relieved as provided in the schedule or is worked beyond the scheduled time for quitting, because of an unforeseen emergency, absence of relief or change in scheduled operation.

An unforeseen emergency exists when a vehicle in passenger service becomes disabled and a vehicle on the same line is dispatched in place of the disabled vehicle, or when a delay occurs en route on account of fire, heavy rain, sleet or snow storm, parade, civil disturbance or riot, or at a railroad crossing. The duration of the unforeseen emergency due to civil disturbance or riot shall be determined by responsible appropriate civil authority in the City or in Baltimore County. The actual time of such extension shall be paid at established rate.

If the extension is due to absence of scheduled relief, caused by the relieving Operator, the actual time of the extension shall be paid at established rate.

If the extension occurs after the scheduled relief operator has shown up at the Division, but such relief man is used for other work, then the extension of the run shall be paid for on the basis of one (1) hour if the time is less than one (1) hour and a minimum of two (2) hours if it is more than one (1) hour. For all periods over two (2) hours the established rate shall be paid for actual time worked.

If no relief has been scheduled, then the extension must be operated as a tripper. Where an emergency is unforeseen, no scheduled relief will be provided and the extension shall be operated as if the relief were absent, and paid for at the established rate for the actual time worked.

If an operator has reported at the Division for his run and an emergency occurs, causing a break in service, such operator shall be assigned his run, but may be started out in advance of his regular starting time to fill in the break in service and shall thereafter be adjusted to his schedule. The time operated in advance of schedule shall be at time and one-half.

**Section (4)** If, for any reason, a regular operator fails to report to operate his scheduled run, such run shall be assigned to an extra operator in accordance with the rotating system, as hereinafter set forth in Article 33.

If MTA elects not to operate the run, such extra operator shall be entitled to the pay for the run, but, at the MTA's

discretion, he may be used for special work, or, if no other extra operator is available, for platform work.

If the work assigned to him compels him to work past the quitting time of the run not operated as above, he shall be paid time and one-half for all hours worked past such quitting time.

**Section (5)** When selections have been made on a posted schedule and thereafter the scheduled starting time of a run is advanced five (5) minutes (that is, the run starts five (5) minutes before the scheduled starting time), or the completion thereof is set back five (5) minutes (that is, the run finishes five (5) minutes after scheduled quitting time), the operator working such run shall be paid at the established rate for all time before scheduled starting time or after scheduled quitting time.

If any run starts more than five (5) minutes before scheduled starting time or is set back more than five (5) minutes after scheduled quitting time, the operator working such run shall be paid a minimum of two (2) hours at the rate of time and one-half. However, MTA reserves the right to post the involved schedule for a repick at any time, in accordance with the Posting of Schedules and Picking of Runs procedures as outlined in Article 28 of this Agreement, and, upon the completion of the repick and its becoming effective, the run shall thereupon revert to the status of any other regular run.

### **Section (6)**

(a) (IN THE DIVISION) If an operator reports at his regular reporting time and MTA elects not to operate a run, the operator shall be entitled to pay for the run. However, at MTA's discretion he may be used for special work; or if an emergency arises and no extra operator is available, he may be assigned to revenue or instructional work. When assigned to revenue or instructional work, operator shall be paid for run not operated and revenue or instructional work assigned to. If the work or run assigned to him compels him to work past the quitting time of the run not worked, he shall be paid time and one-half for all time worked past the quitting time.

(b) (ON THE STREET) If an operator reports at his regular reporting time and he has started his assignment outside the division and MTA elects not to complete his assignment and uses operator for other revenue or instructional work, he shall be paid as follows:

Operator shall be paid for assignment not completed and all other revenue or instructional work assigned to. Also if the reassignment causes operator to finish more than five (5) minutes past his quitting time or original assignment he shall be paid a minimum of two (2) hours at time and one-half.

In cases of emergency such as an unusual sleet or snow storm, when MTA is not able to operate a line for reasons beyond its control, MTA has the right to use any operator from that line to operate a vehicle in passenger service, including a run or tripper on any line, provided he is qualified on the type of vehicle to which he is assigned, for his regular established rate. Such operator will be paid for his regular assignment, or whichever is greater. If the work or run assigned to him compels him to start before the starting time or work past the quitting time of his regular assignment, he shall be paid time and one-half for all time worked before such starting time and past such quitting time.

**Section (7)** An operator working a scheduled or unscheduled tripper before the starting time of a run, after the finishing time of a run, or on his assigned "Day-Off", shall be paid at the rate of time and one-half for the time of the tripper, with a minimum of two (2) hours.

MTA guarantees the payment of a minimum of two (2) hours straight time pay on all scheduled and unscheduled trippers which will be known to be operated at 2:00 P.M. the previous day.

**Section (8)** If an operator who is scheduled to return to the Division with a vehicle exchanges vehicles with his follower and takes the follower's vehicle into the Division, he shall be paid for the actual time at the established rate for the time consumed, if that time amounts to less than one (1) hour in excess of his scheduled quitting time, and he shall receive the established rate for all time consumed in excess of his scheduled quitting time, if that time amounts to more than one (1) hour.

If an operator who is scheduled to return to the Division with a vehicle exchanges with a leading vehicle on any line on same street and takes the leading vehicle into the Division, he shall be paid the established rate for the time in excess of his scheduled quitting time. If such operator is required to wait for an exchange from the Shops Department, he will be paid in conformity with the first paragraph of this Section. If exchange occurs on another street, he will be paid in conformity with first paragraph of this Section.

Operators not scheduled to pull into a Division but required to pull in, shall be paid travel time back to their relief point if it is necessary for them to return to the relief point in order to complete their assignment.

**Section (9)** In the event of a permanent change in the route(s) or Line(s) of any trip(s) of any run(s), the operator(s) holding such run(s) shall become entitled to bump down as follows:

The change will be posted after it has been in effect on a trial basis for three (3) days and Supervision has decided that it will be continued in the future. The bump-down will be started after the change in question has been posted for three (3) days. The operator or operators entitled to bump shall be listed in seniority sequence and can bump in seniority order. Operators will do this bumping as soon as possible and on their own time, with no one to be relieved to make a selection. Operators will leave their selections with the Dispatcher on duty at the time they desire to bump. As other operators are bumped, their names will be added to the list in their proper seniority sequence and will be permitted to bump in their seniority turn. Any operator, at the time of his selection, will be permitted to bump down or to select any run already vacated by another operator who is bumping down.

The bump down will be confined to the Division where the operators whose runs are affected are assigned, and will not become effective until the Sunday following the day on which the bump down is finally completed.

**Section (10)** MTA has the right to adjust school service runs within the period of time of paid breaks to utilize the operator for school service trips. Also, on runs that are not involved in school service trips, the time of paid breaks may be changed within the period of the paid break in making schedule adjustments, with such time worked during the paid break being paid at straight time in addition to the prescribed pay for the run.

#### **Article (32) --- SPECIAL PAY PRACTICES EXTRA OPERATORS**

**Section (1)** Extra operators shall be guaranteed a minimum of four (4) hours' pay per day and forty (40) hours' pay per week, subject to qualifying five (5) days in such week as herein set forth, and performing work assigned to them.

**Section (2)** An extra operator qualifies each day by showing up as directed, properly prepared to perform any assignment, and his week's compensation shall be reduced by eight (8) hours for each day that he --

- (a) Fails to report or to accept and complete all work assignments;
- (b) Is absent from work any day other than his assigned day off;
- (c) Is excused from work;
- (d) Is placed at the bottom of the reporting list of extra operators as a disciplinary measure.

**Section (3)** An extra operator who fails to qualify as set forth in Section (2) hereof on any day shall be considered as having qualified if on such day his work time and paid held time amount to at least eight (8) hours. If an extra operator's work time and paid held time are less than eight (8) hours on a day upon which he fails to qualify, he shall be paid for such time only and it shall not be applied against his reduced weekly compensation.

**Section (4)** Extra operators required to report for a show-up, but who are not given work assignments, shall be paid at the regular straight-time hourly rate for actual time held, with a minimum of one (1) hour; this minimum of one (1) hour shall be included to make up the guaranteed minimum of four (4) hours pay per day and forty (40) hours pay per week provided for in Article (32) Section (1).

An operator who reports for a show-up period, and is released and given subsequent show-up periods and reports as directed, shall be paid as follows:

For the break between first and second show-up periods, he shall not be compensated.

For the break between second and third show-up periods, he shall be compensated at his regular rate.

If an operator reports for a second show-up period and is later assigned to a run, he shall not be compensated for

the normal unpaid break in the run.

**Section (5)** Extra operators required to report for show-up and who receive one or more work assignments shall be paid at the regular straight-time hourly rate for the time held as show-up and for the platform work assigned. Time held for show-up period shall not be allowed in the computation of daily overtime.

**Section (6)** If an extra operator is assigned to perform work of a classification other than operator, he shall be paid for all such work as provided for in Article 43 -- "Non Platform Work--Operators", and his weekly compensation of forty (40) hours shall be reduced by eight (8) hours for each full day so worked. In the event the assignment is less than eight (8) hours, the weekly compensation of forty (40) hours shall be reduced by the number of such hours worked.

**Section (7)** Sections (3), (4), (5), and (6) shall apply in cases of operators who are placed at the foot of the reporting list for extra operators as a disciplinary measure, and who comply with the provisions as set forth in these Sections.

### **Article (33) -- EXTRA LIST**

An Extra List is established each time there is a General Division Pick of runs, which is in January, June and in September. The operator having the greater seniority is first on the Extra List and such list shall begin to rotate and continue in force until the next General Division Pick. Operators losing their runs during Division, Line or Holiday Picks shall be placed on the Extra List according to their seniority standing among those on the Extra List.

**Section (1)** MTA shall endeavor to maintain an adequate Extra List at each Operating Division. Such list shall be maintained on a rotating basis so as to provide all extra operators with equal opportunities, as far as possible, of obtaining work assignments. The order of "mark-up" on the Extra List for the next day's work assignment shall be as follows:

(a) Extra operators who have shown up during the day, but who have not worked either a run paying eight (8) hours or a total of eight (8) hours of assignments, this includes show-up time;

(aa) Extra operators who do not work eight (8) hours of assignments that day and who are returning from suspension or category (h) below;

(b) Extra operators returning from vacation;

(c) From sick list;

(d) From day off; also returning from leave of absence;

(e) Newly qualified operators;

(f) Extra operators who have worked either a run paying eight (8) hours or a total of eight (8) hours of assignments;

(g) Extra operators who have finished a "hold-down" assignment;

(h) Extra operators as placed thereon because of disciplinary measures and "miss-outs" as described in Article (38), Sections (4) and (5);

(i) The order of mark-up for next day's work assignment, extra operators loaned from one Division to another:

#### **Runs**

1. All runs at home Division
2. Runs at foreign Division

#### **Show-up**

3. A.M. Show-up at home Division
4. A.M. Show-up at foreign Division
5. P.M. Show-up at home Division
6. P.M. Show-up at foreign Division

(j) Day-Off operators.

Where more than one operator is involved, the position assigned each operator within sub-divisions (b), (c), (d), (e), (g), and (j) shall be in accordance with his seniority. The position assigned each operator within subdivisions (a), (aa), (f), (h) and (i) above shall be in accordance with his numerical sequence of the previous day.

When an operator registers his name in day off book, and on mark up would fall for a run, he must know the first part of run to qualify or he will be by-passed and shall take the next mark up. Also an operator showing up on day off and catching a run must know the first part. Operators to be paid for runs but may trade second half or work other work within the confines of run marked on or caught.

**Section (2)** After the Extra List has been established, the extra operators listed thereon shall be marked up for runs to be operated the following day, known to be open at two (2:00) o'clock P.M. The finishing time of the runs shall control such mark-up, the run finishing earliest being assigned to the first operator on the Extra List, and in similar order until all open runs are assigned.

When an extra operator has been marked up for a run and during the day he works to an hour less than eight (8) hours or seven (7) hours in emergencies from the starting time of the run as outlined in Article (36), he shall be paid the hours said run is scheduled to make and shall report eight (8) hours or seven (7) hours as the case may be, after the completion of his previous day's work, and may be used for the remainder of the run or for other transportation work. Work performed after the time for the ending of such run shall be paid at time and one-half, but if the operator is assigned work which will give him at least eight (8) hours, measuring from the beginning time of his assigned run and terminating before the ending time thereof, he shall receive only the pay of his assigned run.

**Section (3)** Extra operators to whom no runs are so assigned shall be given a show-up time for the following day, the top remaining operator on the Extra List being given the earliest show-up time, and in similar order until all operators on the list are given show-up time; provided, however, that such show-up time shall not be less or shall be changed after being posted to not less than eight (8) hours from the time of the completion of any operator's day's work; but such operator, in event of such change, shall retain his numerical position for work on the Extra List. The show-up time of extra operators shall be established daily by MTA in accordance with the needs of its service, but the first operator to be shown up in the morning at each Division shall be shown up at any Division where there is more than one line 10 minutes before the time when vehicles begin to leave such Division at intervals of 15 minutes or less and, at a Division where there is one line, 10 minutes before the time when vehicles begin to leave such Division at intervals of 30 minutes or less.

MTA will mark at least one (1) Operator above known work A.M. and P.M.

**Section (4)** Extra operators directed to show up at the Division, and who are being held, shall be given work assignments in order of their lowest numerical sequence as work assignments become available. All scheduled runs shall become available for this purpose if the regular operator does not report. All scheduled or unscheduled trippers and other pieces of work shall become available for this purpose if MTA decides to operate them, but MTA reserves the right not to operate the scheduled or unscheduled trippers or such work. Trippers not to be operated shall be posted the day previous by two (2:00) o'clock P.M. If no work assignments are given an extra operator or if an extra operator has performed a short piece or pieces of work after finishing his assignment, he shall be assigned in numerical sequence as follows:

(a) To a piece or pieces of work, known to be available later in the day, which will make at least eight (8) hours when combined with show-up time and work previously performed.

(b) To subsequent show-up time, at which time they shall be given work assignments which may open up while being held, in their numerical sequence, until 4:00 P.M. After 4:00 P.M., extra operators directed to show up for the first time beginning at 1:00 P.M. or thereafter, shall be assigned in numerical sequence to runs, trippers, or short pieces of work which may become available. Extra operators who have shown up prior to 1:00 P.M. may be assigned to runs, trippers, or short pieces of work, only if there are no available extra operators who have shown up after 1:00 P.M. to take out such runs, trippers, or short pieces of work opening up at or after 4:00 P.M.

(c) An extra operator who has been directed to show up may, at any time after he has first shown up, be released for the day, if no work is anticipated as being available for him during the balance of the day. Such release, however, shall not be made of any extra operator if his position for work on the Extra List at the time is not greater than the number of extra men still to show up before 4:00 P.M. under the original show-up assignment. When the number of extra operators still to show up before 4:00 P.M. under the original show-up assignment is determined, then extra operators, to the extent of such number, in accordance with their numerical sequence on the Extra List, will be assigned to show up at or before the time set

in the original show-up assignment for each of those extra operators still to show up for the first time, and they, while being held, shall be entitled to any work which opens up in accordance with their numerical standing on the Extra List, but excluding runs, trippers, or short pieces of work which open up at or after 4:00 P.M. Any operator so released shall be considered as having qualified for the day. Releases hereunder can occur more than once during each day in accordance with the above procedure.

**Section (5)** In the event an operator has shown up more than once and is assigned a run during the latest show-up, such operator shall be allowed to start the run, but he, at the discretion of MTA, may be relieved from the run at any time but will receive a minimum of eight (8) hours' pay for the day, either for show-up or work time, or a combination of both.

**Section (6)** MTA shall further endeavor not to use regular operators on their day off, nor in excess of their established work hours when extra operators are available. If, due to necessity, an operator is assigned a show-up period and is later assigned to work on his day off, or is working outside of his established work hours, such operator shall be relieved by any eligible extra operator who becomes available before the end of the run. An eligible extra operator is one who has not missed an assignment on the current day and is not working at overtime rate.

If an operator is an A.M. premium time operator and is showing up for the second time, or if an operator is working after his run and catches a late straight, he may be relieved by a P.M. premium time operator showing up for the first time after 1:00 P.M.; it is understood that the A.M. premium time operator being relieved or the operator working after his run and being relieved is guaranteed eight (8) hours of premium time pay.

However, all scheduled work will be operated from the Division to which it is assigned provided marked up operators are available at that Division.

**Section (7)** An extra operator who is assigned on the Extra List to show up at a given time, or who is marked up for a full run and (a) calls in sick one day (within prescribed time); or (b) misses his show-up assignment (reports within prescribed time), shall be assigned on the Extra List for the following day, at the bottom of the list of those working eight (8) hours as set forth in category (f), Section (1), this Article.

**Section (8)** Loaning of extra operators from one Division to another shall not be considered a transfer and such operators will be allowed one (1) hour traveling time in each direction going to and coming from the Division. If an operator is marked up the preceding day to be loaned to another Division, the two (2) hours traveling time shall be included to make up the forty (40) hours per week provided for in Article (32), Section (1). If, however, a loaned operator is sent from his Home Division on current day, his two (2) hours traveling time shall be paid in excess of the forty (40) hours per week minimum guaranteed wage.

Such operators, loaned from one Division to another, shall be paid show-up time at Home Division until released, then one (1) hour travel time each way; then start time on arrival at foreign Division for all time held or worked.

(a) However, whenever an operator pulls out of his Home Division and works a run for a foreign Division, he will be allowed only one (1) hour travel time.

(b) Whenever an Operator pulls out of his home Division and works a scheduled tripper for a foreign Division, he will be paid a minimum of two (2) hours for the tripper as it appears on the schedule at the foreign Division.

Delay time and time consumed traveling to or from the Home Division to the line being operated will be paid at actual time over and above the two (2) hour minimum.

**Section (9)** An extra operator shall be assigned to all open runs, except when the Extra List is depleted. In such event a regular operator on his "day off" may be assigned in accordance with Article (39), Section (2).

**Section (10)** An extra operator who shows up and is given a run, or an operator who has been marked up for a full run, who works part of the run and is let off, shall be assigned on the Extra List for the following day at the bottom of the list, in the category of those working eight (8) hours.

**Section (11)**

(a) An operator marked up for regularly scheduled assignment shall complete such assignment and may not request relief;

(b) An operator who is assigned to a show-up period, who reports and is given an assignment or assignments, may request relief at the time he is given such assignment or after a total of eight (8) hours actual work for the day;

(c) An operator who is assigned to a show-up period, who reports and is given an assignment or assignments, or a subsequent show-up period, may request relief at the time he is given such assignment or after ten and one-half (10 1/2) hours have elapsed, counting from the beginning of the first show-up period.

(d) If an operator, at the time he is given assignment, requests relief as specified in (b) and (c) above, and no relief is furnished, he will complete his trip from relief point to his schedule terminus and then may operate the vehicle to the Division and settle his accounts for the day.

If an operator, at the time he is given an assignment, does not request relief, but after starting his assignment should subsequently request relief as specified in (b) and (c) above, the vehicle shall be continued in service by the operator until relief is furnished, or, if relief is not furnished, for an additional round trip. If no relief is furnished at that time the operator will complete his trip to his scheduled terminus and then may operate the vehicle to the Division and settle his accounts for the day.

(e) However, an operator who shows up for the first time and catches a full run within one (1) hour or less of his show up time, cannot request relief after the ten and one-half (10 1/2) spread. Late show up operators cannot call relief on all-night runs.

During the life of this AGREEMENT, MTA shall analyze and address safety issues involved in late show-up operators not being able to call relief on all-night runs.

#### **Article (34) -- PREMIUM TIME -- OPERATORS**

**Section (1) Overtime** -- Except as provided in Article (32), Section (5), MTA agrees to pay all operators one and one-half times their regular straight-time hourly rate for all paid time in excess of eight (8) hours per day and for all time worked or held on any assigned day off, with a minimum of two (2) hours.

In order to qualify for overtime pay on a daily basis on a regularly scheduled work day an operator must complete his assignment or eight (8) hours of work.

**Section (2) Spread Time** -- A regular or extra operator who works a swing run as defined in Article (25), Section (9), shall be paid a spread-time penalty amounting to one-half straight-time rate on all time after ten and one-half (10 1/2) hours between the starting and finishing time of such swing-run; also, effective July 1, 1961, such operator shall also be paid a spread-time penalty amounting to full straight-time rate on all time after twelve (12) hours between the starting and finishing time of such swing-run.

An extra operator performing platform work or other duties with a break in excess of sixty (60) minutes between assignments shall be paid spread-time penalty amounting to one-half straight-time rate on all time after ten and one-half (10 1/2) hours from first assignment or the start of other duties to finishing time thereof (excluding show-up time); also, effective July 1, 1961, such extra operator shall be paid spread-time penalty amounting to full straight-time rate after twelve (12) hours from first assignment or the start of other duties to finishing time thereof (excluding show-up time).

Additional spread-time penalty shall be paid to an operator who, while working a swing run, is delayed by a parade, fire, storm, extension of run (if such extension is paid as a tripper, then only the actual work time will be included in spread-time, penalty) or by other causes, and on account of such delay the operator finishes the swing run later than scheduled finishing time, and the time consumed is in excess of the above listed hours from the starting time to finishing time thereof. However, spread-time penalty shall not be paid when working on sleet or snow work.

However, no operator (regular or extra) shall be paid spread-time penalty when operating a straight run and when such straight run starts before regularly scheduled starting time or finishes after regularly scheduled quitting time, or when an operator is working a tripper after working any run. Such time shall not be cumulated to entitle the operator to spread-time penalty.

Operators of straight runs who perform other work assignments shall be paid for such work assignments at the rates herein prescribed, but the time of the run and the time of such work assignments shall not be cumulated to entitle the

operator to spread-time penalty.

Operators of swing runs who perform other work assignments shall be paid for such spread-time as they are entitled to under such swing runs. Such other work assignments shall be paid for at the rates herein prescribed, but the time devoted to such work assignments shall not be added to the time of the run to establish spread-time penalty except as defined in Section (2) of this Article.

The premium for spread-time, as provided herein, shall be paid in addition to all other overtime and straight time payments as set forth in other Sections of this Contract, with the exception of operators who have physical limitations, working pieces of work set aside for them at their request.

When an operator has been assigned to a piece of work prior to his regular assignment and finishes such piece of work more than sixty (60) minutes prior to the beginning of his regular assignment, and is not paid for such break, a swing run has been created, thereby entitling said operator to the regular spread-time penalty, as set forth in this Article.

### **Article (35) -- PAY ALLOWANCES -- OPERATORS**

#### **Section (1) Preparatory & Storage Time.**

(a) Operators beginning their runs from the Division will be allowed seven (7) minutes (nine (9) minutes at Bush Street Division), to pick up any necessary equipment and prepare their vehicles for the run. Extra man, not given paddle board, which will be turned in, will be allowed twelve (12) minutes (fourteen (14) minutes at Bush Street).

For any additional pull-outs during the day, the operator will be allowed three (3) minutes (five (5) minutes at Bush Street Division) for each such pull-out, in order to prepare his vehicle for the run. If the operator is assigned additional work requiring pull-out time, an additional seven (7) minutes (nine (9) minutes at Bush Street Division) shall be allowed. Extra man not given paddle board, which will be turned in, will be allowed twelve (12) minutes (fourteen (14) minutes at Bush Street).

Operators pulling out of a division will be given an additional two (2) minutes, when required, to perform a Quality Control Program vehicle inspection; plus one (1) additional minute for cycling the wheelchair lift on vehicles so equipped.

Operators relieving on the street to begin their runs will be required to report to the Division before beginning their runs and will be allowed three (3) minutes in addition to the travel time hereinafter provided. Extra man, not given paddle board, which will be turned in, will be allowed eight (8) minutes.

Operators who complete their runs at the Division but have received preparation time earlier in the day will receive three (3) minutes (five (5) minutes at Bush Street Division) for storing their vehicles.

Operators who are relieved on the street at the completion of their runs will not be required to report back to the Division, except to prepare an accident report, as set forth in Section (3) of this Article.

In all instances, the actual time of the run will be shown on the schedule and the pay allowances described in this Article will be paid as additional time and not as scheduled time.

(b) Preparatory and storage time will not be paid in any period for which an operator is being paid waiting time to make up a straight run.

**Section (2) Instruction Time.** Operators shall be paid sixty (60) cents per hour in addition to their straight-time and overtime premium payments for each hour or fraction thereof that they are assigned to instructing student operators.

**Section (3) Accident Report Time.** All operators shall be allowed thirty (30) minutes for preparing each full, complete and legible accident report. Operators required to prepare a Department of Motor Vehicle report will be allowed an additional thirty (30) minutes or a total of sixty (60) minutes for each such report filed.

If it is necessary for an operator to travel to an Operating Division to prepare an accident report, he shall be allowed travel time (which shall be scheduled running time plus one-half the base period headway) on MTA vehicles between the points involved, at straight-time hourly rate of pay, not to be computed in daily overtime.

**Section (4) Travel Time.** If an operator is required to travel between his home Division and any other Division to procure a vehicle for operation, or turns in a vehicle at the other Division, the scheduled running time, plus one-half of base period headway, one way on MTA vehicles between the Division shall be included in his time worked.

**Section (5) Waiting Time.** If an operator assigned to a scheduled run reports for duty as directed and a vehicle is not available for such run, he shall be paid for all time while waiting for a vehicle to be assigned to such run, and shall not leave the Division except with permission granted by a Supervisory Official. During such waiting period, the operator may be assigned to work other than operation in passenger service. If an emergency arises and no extra operator is available, such operator may be assigned to operate a vehicle and, if the work assigned to him compels him to work past the quitting time of the run not operated as above, he shall be paid time and one-half for all time past such quitting time. Also, if he is used for a run when there is no extra operator available, he shall be paid for the run not operated as above and for the run he is operating. If the run he is operating compels him to work past quitting time of such run not operated as above, he shall be paid time and one-half for all time worked past such quitting time.

**Section (6) Distant Relief Time.** Distant relief time is that time required for an operator who relieves or is relieved at a point away from his Division to travel between his Division and the point of relief by MTA facilities. It shall be allowed as time worked and shall be the established base running time, plus one-half the base period headway on any one or more of MTA's lines designated for such travel by MTA. Distant relief time shall be allowed:

(a) To operators who are compelled to travel from the Division to the point of relief or from the point of relief to the Division. However, in the event that, in individual cases, insufficient travel time is provided, it is understood that MTA will take such action as required to correct conditions;

(b) To operators who are compelled to travel from a point of relief to a second point of relief;

(c) To operators working a straight run, who are relieved to procure meals, provided that, at or near such point of relief, eating and toilet facilities are not available to the public nor furnished by MTA;

(d) Any adjustments made under paragraph (a), (b) and (c) of this Section shall be paid at actual time, at the established rate.

**Section (7) Moving Equipment.** An operator moving equipment from Division to Division shall be paid the established rate for the actual time he is engaged in such work. MTA is not limited as to the number of times within such periods as operator may be used in moving equipment.

**Section (8) Delay.** Pay will be allowed at the established rate for lateness in finishing a scheduled run, first part of a scheduled run, or a scheduled tripper, provided such lateness amounts to five (5) minutes, and for each five (5) minute period thereafter for which an operator shall make a detention report.

Delay from an unusual sleet or snow storm resulting in vehicle being stalled and out of passenger service will be paid at time and one-half until operator is relieved or until start of operator's next regularly scheduled assignment. However, spread time penalty shall not be paid for such delay time.

However, runs with make-up time will not be paid any delay time until such make-up time has been absorbed.

**Section (9) Committee Appointments.** MTA will do all practicable to provide accessible sanitary facilities on every Line. In the event MTA is unsuccessful it will ask for a UNION Committee of two (2) operators from the Line involved to help in the survey to obtain facilities. Any operator appointed to the Committee on the subject of sanitary facilities and required to attend any meeting of such Committee shall be paid for any time lost from his run in attending meetings at straight-time rates and for two hours additional at straight-time rates. If no time is lost from a run, an operator shall be paid at straight-time rates for any time spent in such meetings, with a minimum of two (2) hours.

(a) There shall be created a Joint Committee to survey running time on schedules.

(b) There shall be formed a Safety Committee consisting of five (5) employees from the Operating Department and two (2) employees from the Non-Operating Department. This Committee will meet with representatives to be named by the COMPANY once each month at a time and place to be set by the COMPANY. Safety Committee members will be given time off from regular assignment needed to attend the meeting, without loss of pay and will be paid two (2) hours travel time at straight-time less whatever portion of that travel time coincides with time paid for employee's regular assignment. There

will be no additional pay for the time spent in the Committee meeting.

**Section (10) Assignments Changed.** An operator taken off his assigned run to work a run with less pay time shall be paid the time called for on his assigned run, and all time worked past the quitting time of his assigned run shall be paid for at the rate of time and one-half.

**Section (11) - Telephone Calls.** Operators shall be reimbursed for any telephone calls made by them for MTA business while on duty.

### **Article (36) -- WORK LIMITATIONS -- OPERATORS**

**Section (1)** Under normal conditions, operators after completing work on one (1) work day shall not be required to report for work the following day unless or until eight (8) consecutive hours have elapsed, including regularly established store-night trippers. A work day shall be the period from the beginning of early morning runs until the termination of the all-night runs the following morning. When work adjustments are necessary due to storm work or unforeseen emergency, such as sleet or snow storm, operators shall not be required to report the following work day unless or until the next seven (7) consecutive hours have elapsed.

In the computation of such elapsed period as above described, pull-out and turn-in time shall be excluded.

**Section (2)** In the event the eight (8) hour period or seven (7) hour period extends beyond the operator's assigned reporting time, such operator shall be assigned a later reporting time when completing the day's assignment. If such operator had been assigned to a run, he shall be paid for the hours the run is scheduled to make and may be used for the remainder of the run or for other work. All work performed after the time for ending of such run shall be paid at time and one-half.

If such operator is assigned to the Extra List his show-up time shall be changed to another show-up time to give the operator eight (8) hours off period or seven (7) hours off period from the time of completion of the day's work, but such operator, in the event of such change, shall retain his numerical position for work on the Extra List, as described in Article (33), Section (3).

**Section (3)** An operator who is working an assignment one day which is scheduled to terminate at an hour not more than eight (8) hours prior to his assignment for the following day may be removed from his current day's assignment so that a period of eight (8) hours may elapse before he reports on the following day, and shall be paid for time lost from run. An extra operator who has shown up more than once and is given an assignment as above described may be removed from the assignment and shall be paid in accordance with Article (33), Section (5), of this Agreement.

**Section (4) Relief Trips.** If a relief operator is not on hand at a designated relief point, the operator to be relieved must continue to operate for an additional round trip, with the exception that on the remote terminus lines listed in Paragraph (c) of this Section, any operator who is not relieved as provided in the schedule, or who is not furnished the relief requested as prescribed in Article (33), Section (11), Paragraphs (b) and (c), shall be continued in service as provided in Article (33), Section (11), Paragraph (d), with the following exceptions:

(a) If vehicle is bound to the terminus most remote from the relief point, the operator shall call the Radio Dispatcher at the earliest possible time and shall report the fact that relief was not furnished; he shall then proceed to the scheduled terminus and upon arrival shall again call the Radio Dispatcher. If Radio Dispatcher informs the operator that a relief will be furnished, the operator shall set his destination signs for the scheduled terminus and shall proceed to the relief point. If, however, the Radio Dispatcher informs the operator that no relief will be available, the operator will be permitted to set his destination signs for the relief point and, if not relieved, may operate the vehicle from the relief point to the Division.

(b) If the vehicle is bound in the direction away from the terminus most remote from the relief point and on the next return trip will be destined to the terminus most remote from the relief point, the operator shall call the Radio Dispatcher at the earliest possible time and shall report the fact that relief was not furnished; he shall then proceed to the scheduled terminus and shall also continue in service from that terminus to the terminus most remote from the relief point. Upon arrival at this latter terminus the operator shall again call the Radio Dispatcher. If the Radio Dispatcher informs the operator that a relief will be furnished, the operator shall set his destination signs for next scheduled terminus and shall proceed to the relief point. If, however, Radio Dispatcher informs the operator that no relief will be available, the operator will be permitted to set his destination signs for the relief point and if not relieved may operate the vehicle from the relief point to the Division.

(c) The following lines are designated as remote terminus lines referred to in the first paragraph of Section (4) above.

<u>Line No.</u>	<u>Destination</u>	<u>Relief Point</u>
#5	Cedonia	Park Heights & Mondawmin
#7	Reisterstown, MD	Lombard & Albermarle Patterson & East Patterson & Eastern
#9	International Circle & Hunt Valley	Northern Parkway & Belvedere
#14	Annapolis	Howard & Redwood
#15	Westview Lorraine	Gay & North Belair & North
#17	Lakeshore	Howard & Redwood
#20	Security Mall	Ponca & Eastern
#23	Wards	Eastern & Newkirk
#63	Riviera Beach	North & Calvert
#210	Annapolis	Pratt & Howard

**Section (5)** No operator shall be required to pull a coach out of a Division if said coach is not equipped with adequate outside mirror on left side of coach. If, after vehicle is in service, the left outside mirror is damaged, operator may request replacement coach to be at regular pull-off point on line. If for any reason, replacement coach cannot be sent to pull-off point, operator will proceed to scheduled terminus, and if replacement coach is still not available, may pull coach into Division Not-In-Service.

#### **Article (37) -- REPORTING ILLNESS -- OPERATORS**

**Section (1)** Operators who are unable to work due to sickness must report such fact to their Division at least one (1) hour before assigned reporting time for a work assignment.

Operators failing to report at least one (1) hour before assigned reporting time will be suspended one (1) day at the bottom of the Extra List under next assigned work day and also will not be eligible to work on their next two (2) off days. For the second failure to report in a calendar month, operators shall be suspended at the bottom of the Extra List for the next two (2) assigned work days and also will not be eligible to work on their next two (2) off days.

It is understood that if a regular operator reports to his/her Division and then gets off sick, he/she will not be penalized in accordance with this Section.

#### **Article (38) -- MISS-OUTS**

**Section (1)** A miss-out is defined to be the failure of an operator to report at the designated time and place for an assignment.

(a) An operator who misses out and catches his own run but is still able to make all trips, will be paid for full run. An operator who misses out and catches his own run but misses part of the first trip, will be paid for run less actual time lost off run.

**Section (2)** An operator who misses out and subsequently reports in person, or calls early enough so that he could

report in person within one (1) hour of his assigned reporting time shall be placed at the bottom of the extra list for that day. If in the opinion of the authorized MTA representative, he is needed he shall be paid for all time held or worked, beginning with the time he reports in person.

**Section (3)** An operator who misses out and fails to report or call within the time limits set out in Section (2) hereof, but who reports in person or calls within two (2) hours of his assigned reporting time, shall be placed at the bottom of the Extra List for that day and shall be paid as follows:

(a) If he reports in person he will not be paid for the first two hours of Show-up. However, if he is released after showing up in person, and given a later Show-up he shall be paid for all time held or worked on such later Show-up.

(b) If such operator, when calling in by telephone is given a time to report he will not be paid for the first two (2) hours of Show-up on such report, except in the case of an A.M. miss man being given a P.M. Show-up.

**Section (4)** An operator who misses out and fails to report within the time limits set forth in Section (2) or (3) hereof may be suspended or may be placed at the bottom of the Extra List on the day of such miss-out and on the first work day following the miss-out. If placed at the bottom of the Extra List on the day following such miss-out, he shall be paid for time held and worked. If either alternative is adopted, the operator will not be eligible to work on his next two (2) days off.

**Section (5)** For the second and third miss-outs within a calendar month in which the operator fails to report within two (2) hours, the operator shall be placed at the bottom of the Extra List on the day of such miss-out and two (2) additional days. For each such additional miss-out above three within a calendar month, the operator involved shall be placed at the bottom of the Extra List on the day of such miss-out and for the following three (3) days, or shall be subject to dismissal, subject to the provisions of Article (4), Section (2).

On days upon which the operator is so placed at the bottom of the Extra List, he shall be paid for time held and worked.

**Section (6)** If such miss-out occurs after his days off in the current week he will be ineligible to work on his next two (2) off days.

### **Article (39) -- DAYS OFF -- OPERATORS**

**Section (1)** All regular operators in platform service under the schedule shall have two (2) days off in each calendar week. MTA shall post on Friday of each week a list showing two (2) assigned days off during the forthcoming week for extra operators. Days off need not be consecutive, but the objective should be to make them consecutive whenever practicable. Although it is recognized that certain circumstances will prevent consecutive days off in all instances, it is clearly understood that every effort will be made to accomplish the objective of having consecutive days off.

Extra operators placing names in book for days off must register their request by 2:00 P.M. on Thursdays, except at Bush Division where, in weeks in which 4-day picks are being made, the request must be made by 12 Noon on Fridays.

Procedure for assigning extra operators Christmas Day and New Year's Day as days off:

The MTA reserves the right to schedule the number of extra operators to be allowed off on weekdays, Saturdays, Sundays and Holidays.

#### **Order of Mark-Off Extra Operators Christmas Day and New Year's Day**

(a) Operators on the extra list during the Holiday weeks, who worked on day of Holiday the year prior, regardless of their status (regular or extra), will receive first preference, if operator has registered properly in request day-off book and days off are available.

Where more than one (1) operator is involved in this category, seniority will rule.

(b) Operators on the extra list during the Holiday weeks, who were off on day of Holiday the year prior, regardless of their status (regular or extra), if operator has registered properly in request day-off book and days off are available, will be marked off in seniority order. Operators with less than one (1) year's service will be included in this category.

**Section (2)** In order to have, as far as possible, an equitable distribution of overtime work, there shall be maintained at each Operating Division a work book in which:

(a) An operator will register his name, thereby indicating his desire to work on his day or days off, or before or after his regular assignment. Operators desiring to work on day off must register their names in day off book by 12:00 Noon on the day before.

Operators desiring to work trippers after their run must register their names in the tripper book by 5:00 P.M. on the day of the work and it is their responsibility to call to see if they are to be used.

(b) There shall be maintained a continuous record of those operators who have had a turn of two (2) or more hours at overtime rate, either on their days off or before or after their regular assignment. ("A turn" as used in this sub-paragraph shall be construed as work which pays two (2) or more hours at overtime rate) except in the case of an operator who is extended, is relayed, or makes an extra trip at the request of supervision.

An operator who has so registered his request to work as specified in paragraph (a) above may be assigned such overtime work only when it is determined from the work book that he is eligible to a turn as hereinafter specified:

(1) A regular operator may be assigned such overtime work only after the extra operators have been utilized to the extent that there are none present for work assignments, as set forth in Article (33) and when he has not missed or failed to complete his assignment during preceding or current week, as described in Articles (37) and (38).

(2) A day-off operator may be assigned such overtime work or, in accordance with Article (33), Section (1), when the work book reveals that it is his turn and he is not otherwise disqualified by Articles (37) and (38), this determination is made by rotating the overtime work amount the operators who have signified their desire to so work as specified in sub-paragraph (a) above.

(3) An operator suspended by the MTA for disciplinary reasons will not be penalized for working on his day off if he otherwise qualifies.

**Section (3)** If sufficient operators are not procured as outlined above, then other day-off operators may be requested to work on their day or days off.

**Section (4)** An operator assigned as outlined above is subject to the provisions of Articles (37) and (38), as he would be if such assignment were during his regular work week. Should an operator be assigned as herein outlined and refuse to accept such assignment, he shall be subject to discipline.

**Section (5)** The day-off book will have no application on holidays, except for Special Stadium Events that would require a mark-up of Operators over and above regular coverage of work.

**Section (6)** There shall be maintained at each Operating Division a book in which operators may register their requests for additional days off. MTA, through its authorized representatives, shall have the exclusive right to grant or reject such requests for additional days off, taking into consideration the reason for the request, the economical and efficient operation of service, the frequency of such requests by individual operators and the effect that the granting of such requests will have upon other operators entitled to their assigned days off.

**Section (7)** An operator will be allowed to trade days off when requested on Charter work and for special one time events, upon filing with his Division Manager a letter of intent signed by him and the operator with whom he is trading days off. Neither operator may work on the traded days off.

#### **Article (40) -- HOLIDAYS -- OPERATING DEPARTMENT**

**Section (1)** The following days are designated as paid holidays for all employees in the Operating Department:

New Year's Day --- January 1

Martin Luther King's Day --- January 15

Washington's Birthday --- Third Monday in February

Good Friday

Memorial Day --- To be designated by the MTA as either the Federal or State proclaimed Holiday prior to when vacations are posted for the year in which the Memorial Day Holiday will fall. Both Operating and Non-Operating personnel will be notified at the same time.

Independence Day --- July 4

Labor Day --- 1st Monday in September

Veteran's Day -- November 11

Thanksgiving Day --- 4th Thursday in November

Christmas Day --- December 25

If a holiday falls on Sunday, the following Monday shall be observed as the Holiday.

**Section (2)** All employees shall be considered qualified for Holiday pay with the exception that any employee who is scheduled to work on the Holiday but fails to work, will be disqualified unless absent for one of the following reasons:

(a) Illness on the Holiday, provided that such illness is substantiated by a Doctor's certificate stating that the employee was under treatment on the Holiday on which he was scheduled to work;

(b) Death or serious illness in employee's immediate family;

(c) Presence in Court required;

(d) Jury Duty.

**Section (3)**

(a) All employees who qualify under this Article for holiday pay shall receive an extra eight (8) hours' pay at their basic straight-time rate for the holidays as listed, if such holiday occurs:

(1) On employee's regularly assigned day off, even though employee is on vacation;

(2) On a day employee works.

(a) Any operator who engages in Holiday work when such Holiday is also his day off will be paid according to Article (34) plus eight (8) hours' holiday pay as provided in this Section.

(b) Employees covered by this Article shall not receive an extra day's pay for the Holidays as listed, if such holiday occurs:

(1) When employee is on leave of absence;

(2) When an employee has a work assignment and the employee misses such work assignment.

However, when such an operator who has missed an assignment is ordered to report and does so or shows up and is held or used, he will then receive an extra day's pay for the Holiday.

(3) When an employee is being withheld pending termination. If the employee is reinstated, employee will be made whole for any holiday pay missed.

(c) An operator working as Dispatcher, Starter or Secretary for a full week in which a paid Holiday occurs, who has qualified under this Article to receive pay will be paid eight (8) hours at Dispatcher's, Starter's, or Secretary's rate, whichever he is working.

**Section (4)** Any employee called to Military Service due to civil disturbances or riots in the State of Maryland will not lose Holiday pay if such time in military service should fall on a paid Holiday and if employee is reinstated by MTA upon his return from such military service. It is mutually understood that the term military service does not extend to the regular annual tour of active duty.

**Article (41) -- DELAY IN REPORTING FOR DUTY**

An operator utilizing the MTA's service, who is delayed in reporting to his Division due to an unforeseen delay in or breakdown of such service, shall, upon reporting the facts to the Dispatcher at his Division, be permitted to assume his regular work assignment as soon as possible, and shall be paid for actual time worked thereafter.

Such operator shall not be subject to disciplinary action.

In computing such operator's time, he shall be given his equipment and, where travel time is consumed, the time shall start from the time it took him to travel from his Division to a point at which he could relieve the operator working the run.

The extra operator working the run shall report back to the Division to take his turn on the Extra List and shall be paid for time worked on the run and travel time where such travel time is involved.

If the breakdown as reported by the operator did not occur, such operator shall be suspended from work for the following day.

#### **Article (42) -- SLEET AND SNOW WORK**

A designated MTA official, the Director of Operations will declare the beginning and ending of sleet and storm emergency.

**Section (1)** Operators assigned to operate cinder trucks, or automotive plows, shall be compensated at the rate of 10 cents an hour, computed on a half-hourly basis for any half hour or portion thereof over and above their straight-time or overtime pay, as the case may be. When an operator is assigned to do work of the above description he shall be paid as follows:

(a) An operator on his day off, or before or after his regular run assignment, shall be paid at the rate of time and one-half, plus 10 cents an hour for all time held or worked, with a minimum of three (3) hours.

(b) An operator on his regularly scheduled day to work, who works part of a run and is relieved to perform work as above described, or who performs such work and subsequently resumes his run, shall be paid for the combination of the run and sleet and snow work the amount equal to his run, plus 10 cents an hour for time performed on sleet and snow work. Any time worked outside of the scheduled starting or finishing time of a run shall be paid at the rate of time and one-half, plus 10 cents an hour for time performed on sleet and snow work.

(c) An extra operator who is assigned a show-up shall be paid at the established overtime rate for sleet and snow work performed before his assigned show-up time. He shall revert to the straight-time hourly rate at the hour of his assigned show-up time, and for a period of eight (8) hours thereafter. After the expiration of such eight (8) hours he shall be paid at the rate of time and one-half for all work performed.

When an extra operator who has been engaged in sleet and snow work takes his place on the Extra List and then is released, he shall be given a seven (7) hour off period before being assigned to other duties. If such extra operator is released for the day, he will be paid at the straight-time hourly rate the difference between the number of hours he worked from his assigned show-up and eight (8) hours.

(d) A regular operator assigned to sleet and snow duty on his regular work day and who did not perform any part of his run shall be paid at the regular straight-time rate plus 10 cents an hour for eight (8) hours, and rate of time and one-half plus 10 cents an hour for all time over eight (8) hours.

(e) An operator who, as a result of being assigned to sleet or snow work, is unable to perform his regular work assignment or has been held off his regular assigned work, shall be paid as follows:

- (1) Before the starting time of his regular assignment, he shall be paid at the rate of time and one-half, plus 10 cents an hour, and after the starting time of regular assignment, he shall be paid the regular straight-time hourly rate plus 10 cents an hour.
- (2) Where such operator who has been assigned to sleet and snow duties works beyond the starting time of his run, at the discretion of the Division Supervisory Personnel, he may be released to assume the remainder of his run or be assigned to other duties, or he may be held for sleet and snow duties, subject to the following conditions:

- (a) If he assumes his run or is assigned to other duties, he must be relieved after he has worked ten (10) hours of combined sleet and snow duties and his run, or other duties. Thereafter, he must be given his seven (7) hour off period, prior to resuming his regular run or being assigned to other duties, and he will be paid for that portion of his run missed during his seven (7) hour off period.
- (b) If such operator is held for sleet and snow work, the ten (10) hour time limitation set forth above would not apply so long as he is not released from sleet and snow work. He will, however, be entitled to a seven (7) hour off period before being assigned to other work after being released, as specified in this sub-paragraph.
- (3) An operator who is assigned to sleet and snow duties and released before the scheduled starting time of his run must be given a seven (7) hour off period before assuming his run or being assigned to other duties. Should an operator be released and given a seven (7) hour off period as specified in this sub-paragraph, he will be paid for that portion of his run missed during such seven (7) hour off period.

**Section (2)** It is understood and agreed that an operator called in to perform sleet or snow work will be allowed one (1) hour call time at the established rate to be included in the three (3) hours guarantee minimum as referred to in this Article.

#### **Article (43) -- NON-PLATFORM WORK -- OPERATORS**

**Section (1)** If an operator is temporarily assigned to perform work of a classification other than that of an operator, provided he is still qualified to work as an operator, he shall be paid in accordance with the following:

- (a) If the work is classified at a higher rate of pay than platform work, he shall be entitled to receive the higher rate of pay.
- (b) If the work is classified at a lower rate of pay than platform work, he shall be entitled to his operator's rate of pay, if such assignment has been made at the MTA's directive.
- (c) Operators who request to be temporarily assigned to, and perform, other work than their regular assignment shall be paid the rate as prescribed in Article (62) hereof.
- (d) An operator temporarily assigned to other work, not being qualified to perform his regular assignment on account of physical limitations, shall be paid the rate as prescribed in Article (62) hereof.
- (e) An operator, assigned to non-platform work under Section (1) of Article (43) for periods of less than five (5) work days shall be paid not less than he would have received on his regular assignment.

**Section (2)** If an employee is permanently assigned to perform work of a classification other than his regular classification, he shall be paid in accordance with the rate as prescribed in Article (62) hereof.

**Section (3)** An operator who, on his day off, is assigned to work as a Division Secretary, a Starter, or Dispatcher, will be paid one and one-half times the regular straight-time rate of the job to which he is assigned. An operator, on his assigned day to work, working as a Division Secretary, a Starter, or Dispatcher, shall be paid the rate of the job to which he is assigned.

An operator who reports for his run, is sent home and told to report for office work of the above categories, will be paid one (1) hour report time. An operator who has already started his assignment and is relieved to work in office in the above categories will be subject to provisions of Article (34), Section (2).

**Section (4)** When an operator is assigned temporarily on a weekly basis to a job paying a higher rate, he shall be paid the rate of the job and shall accept the days off of such higher rated job.

**Section (5)** Operators assigned temporarily to Starter's, Dispatcher's or Division Secretary's, shall be picked from the established "qualified list."

#### **Article (44) -- CHARTERED JOB WORK**

**Section (1)** All Chartered work shall be assigned to operators in order of the following groupings:

(a) Eligible operators, on their assigned day to work, who are requested by the customer to operate a Chartered Job exceeding six (6) hours. However, operators requested on Chartered Jobs on their days off must trade days off to be eligible.

(b) Operators on their day off who, at the time the Charter is ordered, are requested to operate a Chartered Job of six (6) hours or less to the Colt Football Games at the Stadium. Such operators shall be paid one and one-half times their regular straight-time hourly rate for all time worked with a minimum of two (2) hours. Early Charter Jobs are those jobs leaving the Division before 1:00 P.M. and "those operators regularly finishing early" are operators who report to the Division for work before 1:00 P.M. Late men and late jobs are those involved at or after 1:00 P.M.

Operators working runs in All Night Service will not be eligible for Chartered Job work.

Football special request jobs shall be charged as a time at overtime work, but the penalty will not apply to future requested charters.

(c) Extra operators to be marked up in accordance with Article (33) for Chartered Jobs expected to consume more than six (6) hours. Charter Jobs of six (6) hours or less to be assigned to operators showing up.

(d) Operators after finishing or before starting a run or part of a run.

(e) A quota of operators will be selected for Chartered Jobs of a guided tour nature and may be assigned, on a rotation basis, to such jobs at the discretion of MTA.

**Section (2) Pay for Chartered Jobs**

(a) An extra operator marked up to operate a Chartered Job of more than six (6) hours, or showing up and being assigned to a Chartered Job of more than six (6) hours, shall be paid at his regular straight-time hourly rate for eight (8) hours. A Chartered Job not expected to exceed six (6) hours will be paid for actual time worked. When the elapsed time is between eight (8) hours and ten (10) hours, he shall be paid eight (8) hours pay at straight time. When the elapsed time is over ten (10) hours he will receive one (1) hour of straight-time pay for each hour over ten (10) hours. If driving time is in excess of layover time, the operator shall be paid the straight-time rate for all time worked.

(b) A regular operator requested for a Chartered Job and who does not work any part of his run shall be paid in conformity with the provisions of paragraph (a) above, but not less than the amount he would have earned on his regular run. If such an operator works part of his run and a Chartered Job, he shall not be paid less than the time he would have earned on the run. Any work other than Chartered work performed beyond eight (8) hours shall be paid for at one and one-half times the regular straight-time hourly rate. However, such operator, upon returning, may be assigned to resume his regular run, to operate trippers or to other duties, and any work other than Chartered work performed beyond eight (8) hours or the finishing time of such operator's run shall be paid at one and one-half times the regular straight-time hourly rate. Spread time penalty, however, will not apply to Chartered job work.

An operator who starts his assignment in revenue service and finishes his assignment in Chartered Service, will not be paid spread time; however, an operator who starts his assignment in Chartered Service and ends in revenue service will be paid spread time.

(c) An operator, on his day off, who operates a Chartered Job shall be paid one and one-half times the regular straight-time hourly rate with a minimum of two (2) hours.

(d) When an operator, on his assigned day to work, is taken off a run and assigned to operate a Chartered Job, the run shall be assigned to an Extra Operator.

(e) MTA reserves the right, at its discretion, to split Chartered Jobs of six (6) work hours or less, it being understood, however, that "Shore Type" jobs will not be split. Shore type jobs are those jobs beyond the agreed upon boundary as defined upon Charter map.

(f) In case of a cancellation of a request job the operator will be paid as prescribed in sub-paragraph (b) of this

Section.

(g) In the case of a cancellation of any Chartered Job, other than a request job, an extra operator will be paid as follows:

- (1) In the case of cancellation of any Chartered job before the operator leaves to start the Chartered assignment, then the operator will not receive any pay for the Chartered job but will retain his rotating position on the extra list.
- (2) If a Chartered Job of six (6) hours or less, known at 2:00 P.M. the previous day, is canceled after the operator leaves to start the Chartered assignment, he will be paid for all time worked with a minimum of two (2) hours.
- (3) If a Chartered Job of six (6) hours or less, not known at 2:00 P.M. the previous day, is canceled after the operator leaves to start the Chartered assignment, he will be paid only actual time consumed.
- (4) If a Chartered Job of more than six (6) hours is canceled after the operator leaves to start his Chartered assignment, he will be paid a minimum of eight (8) hours; however, he may be used for any work within the eight (8) hour period for which he is being paid. Work performed beyond the eight (8) hour period shall be paid at one and one-half times the established rate.

(h) Any Chartered Job of three (3) hours or less anticipated to operate on a regular basis one or more times per week when the customer requests the same operator may be assigned to a run designated by MTA. Operators of runs so designated by MTA may bid on such jobs and they will be awarded on a seniority basis. An operator working such a job will be paid at the established rate for all time worked, in addition to his regular run.

Spread time will not apply.

Such a Chartered Job may be terminated by MTA at any time. However, it is understood that if the job is canceled, with the expectation of resuming it the next scheduled time, the operator will be paid for the occasion on which the job was canceled.

### **Section (3) Chartered Jobs of Unusual Circumstances, such as Naval Academy Football Jobs.**

I. Operators assigned to operate Chartered Jobs of Unusual Circumstances during the day (at or after 5:00 A.M. and before 7:00 P.M.) shall be paid as follows:

- (a) An operator on his day off shall be paid a minimum of four (4) hours at one and one-half times his straight-time hourly rate; however, such operator may be assigned to continue to operate a Chartered job, a tripper or to perform other duties.
- (b) An operator, before or after his regular assignment, shall be paid a minimum of four (4) hours at one and one-half times his straight-time hourly rate; however, such operator may be assigned to continue to operate a Chartered Job, a tripper, or to perform other duties.

II. Operators assigned to operate Chartered Jobs of Unusual Circumstances (at or after 7:00 P.M. and before 5:00 A.M.) shall be paid as follows:

- (a) An operator on his day off shall be paid a minimum of six (6) hours at one and one-half times his straight-time hourly rate; however, such operator may be assigned to continue to operate a Chartered Job, a tripper, or to perform other duties.
- (b) An operator, before or after his regular assignment shall be paid a minimum of six (6) hours at one and one-half times his straight-time hourly rate; however, such operator may be assigned to continue to operate a Chartered Job, a tripper, or to perform other duties.
- (c) Operators who are instructed to report for Chartered Jobs, as above described, between 7:00 P.M. and 5:00 A.M., and who are not used for this type of work shall be paid at the established rate, with a minimum of three (3) hours.

III. For jobs of Unusual Circumstances, operators shall be assigned in accordance with the provisions of Section (1) of this Article. However, any operator assigned to a Chartered Job shall be governed by Article (36), Section (2), from time of release on the Chartered Job to the beginning of the next day's assignment.

IV. Chartered Jobs of more than one day's duration. An Operator assigned to a Chartered Job of more than one day's duration shall be paid at his established rate as follows:

- (a) On the day driving to the point of destination he shall be paid eight (8) hours at his established rate.
- (b) On the day or days laying over at the destination point he shall be paid eight (8) hours at his established rate, even though he may take the party on a sight-seeing or other type of trip.
- (c) On the day he returns he shall be paid eight (8) hours at his established rate.

Meals and lodgings shall be provided for such Chartered Jobs of over one day's duration.

- (1) A job of more than one day's duration is one which requires that the operator remain away for lodging from his Division overnight.
- (2) A job of one day or less duration is one that requires the operator to remain on continuous duty without obtaining lodging.
  - (a) Neither meal nor lodging allowance shall be provided for Chartered Jobs of one day or less duration.

#### **Article (45) -- REVIEW OF RECORDS**

There shall be a periodic review of records of all members of the UNION.

Accidents will be dropped from the record after a lapse of time of three (3) years.

Anonymous complaints (i.e., in which complainant does not give name), will not be recorded on an employee's record.

Public complaints will be dropped from the record after a lapse of time of one (1) year.

All other violations not mentioned above will be dropped from the record after a lapse of time of one (1) year.

Operators will be contacted by Supervisors as soon as possible after being observed for a violation.

Probationary records shall not be used in discipline or discharge hearings after end of probationary period except those records showing mishandling of fares during probationary period will be considered.

#### **Article (46) -- OPERATOR'S UNIFORMS**

**Section (1)** MTA, if requested, will finance the purchase of uniforms upon individual authorization by the purchaser for payroll deductions of \$10.00 per week until MTA's advances are repaid.

##### **Section (2)**

(a) The prescribed uniform shall consist of Eisenhower jacket or coat, trousers, shirt, black tie and cap, and at the option of the employee, a sweater to be worn under the jacket or coat. MTA and UNION will mutually agree upon suppliers from whom such uniform items may be purchased.

(b) Effective July 1, 1996 and on a contract year basis thereafter, each operator who has completed probation will be reimbursed for 70% of the amount actually expended by him/her during that year for items of the prescribed operator's uniform purchased from the agreed-upon suppliers with a maximum reimbursement of:

\$265.00 - for the period July 1, 2002 through June 30, 2003  
 \$275.00 - for the period July 1, 2003 through June 30, 2004  
 \$285.00 - for the period July 1, 2004 through June 30, 2005

### Article (47) -- PART TIME OPERATORS

Effective September 5, 1978, the MTA is permitted to hire part-time bus operators in accordance with the provisions set forth below:

(a) Part-time bus operators shall be covered under Sections of the Agreement dealing with the probationary period, UNION membership, UNION representation, grievance procedure and arbitration.

In addition, part-time bus operators shall be covered by: the first three opening paragraphs of Article (6) - Leave of Absence; Article (6), Section (6) Alcoholic Rehabilitation Program; Article (11) - Medical Releases Following Illnesses; Article (12) - Method of Calculation; Article (16), Section (4), first six (6) paragraphs - \$2,500 group life insurance; Section (3) of Article (35) dealing with Accident Report Time; Section (11) of Article (35) dealing with Telephone Calls; Article (41) - Delay in Reporting For Duty; and Article 22 - Jury Duty Pay.

Effective December 6, 1999, participants in the aforementioned Article (16), Section (4), group life insurance program will be provided with an additional \$2,500 of coverage at no cost to the participants.

(b) The maximum number of part-time bus operators shall not exceed fifteen (15) percent of the number of full-time bus operators.

(c) Part-time bus operators shall be used exclusively for the purpose of working trippers which are not part of a run. All charters, vacation reliefs, protecting the service, special service and any regular runs left vacant because of the absence of regular operators will be worked by full-time operators. Part-time operators traveling "not in service" to their respective divisions may change out with a disabled coach along their pull-in route in the event of breakdown or an emergency, only if there are no full-time operators available to make the changeout. Beginning with the summer of 2003, part time operators will be allowed to operate up to 40 Saturday and 40 Sunday runs on weekends during the summer schedule.

(d) Part-time bus operators will not work more than thirty (30) hours per week.

(e) Part-time bus operators will be paid at the same hourly wage rate as full-time bus operators, subject to progression and cost-of-living escalation.

(f) Part-time bus operators shall be paid for all time during which they are required by the MTA to perform any duties. Part-time bus operators will not be eligible for time or pay guarantees or for penalty pay provisions. Effective August 27, 1996, part-time operators will be guaranteed a minimum of 2 hours pay per day worked.

(g) Part-time bus operators will be eligible for the standard uniform allowance provided in Article (46).

(h) Part-time bus operators will be provided free transportation on the lines of the MTA in the same manner as it is provided to full-time employees.

(i) Part-time bus operators will not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically provided herein.

The following Holidays are designated as paid Holidays for part-time bus operators who have completed one (1) year of service.

Labor Day  
 Veteran's Day  
 Thanksgiving Day  
 Christmas Day  
 New Year's Day  
 Independence Day

Holiday pay for part-time bus operators shall be equivalent to the average daily hours worked by the part-time operator work force the previous year to the Holiday. If an operator is not required to work on the day of the Holiday, he/she will receive Holiday pay only. If an operator is required to work on the day of the Holiday, he/she will receive Holiday pay, plus pay for such work performed.

(j) In accordance with requirements of the law, part-time bus operators will be covered by the provisions of the Social Security Act.

(k) Part-time bus operators will not accrue seniority while so employed. For the purpose of bidding on or picking assignments, including bumping and system picks, group seniority will count (low badge number). A part-time bus operator who applies and is accepted for employment as a full-time employee shall for all purposes, except as detailed in subsection (n) below, accrue service or seniority only from the date of hire as a full-time employee.

(l) No full-time operators will be laid off while part-time operators are employed, except where it is demonstrated that the lay off would have occurred in the absence of part-time operators. In addition, no full-time operator on the payroll on December 6, 1999 shall be laid-off until all part-time bus operators are laid off.

In the event of a reduction of the full-time operator work force, full-time operators so affected may "bump" into a part-time operator's position in lieu of being laid-off. Any vacation earned by the full-time operator up to the date of the bump-back shall be paid as soon as practicable. Accrued sick leave shall be "banked" until such time as that employee returns to full-time status.

This does not preclude a full-time operator from exercising his/her rights contained in Article (14) - REDUCTION IN WORK FORCE. It is understood, however, that the individual would be given a one-time opportunity to exercise either one option or the other, but cannot do both.

(m) Effective January 1, 1981, part-time operators who have completed one (1) year of continuous service will be eligible for and bound by the first three opening paragraphs of Article 16, WELFARE, and Section (1) Medical, Surgical and Hospitalization Benefits of Article 16 - WELFARE. This plan will provide a "coordination of benefits" clause.

Effective January 1, 1989, the above Medical, Surgical, and Hospitalization Benefits program will be replaced by the Johns Hopkins Health Plan's Premier HMO program. (Article [16], Section [1a]).

(n) Effective January 1, 1981, part-time operators who have been hired as full-time operators or may be hired as full-time operators after that date will not be required to repeat the hiring wage progression except for any new probationary or progression schedule outlined in the contract. Any employees in this category will be given their original employment date for hiring wage progression purposes only.

(o) Part-time bus operators will be provided with the \$100,000 felonious assault death benefit coverage.

(p) Effective October 1, 1984, part-time operators who have completed their initial probationary period shall be given the first opportunity to apply for open full-time operator positions based upon selection standards established by the MTA. Additional training, if any, upon becoming a full-time operator will be compensated at the employee's regular rate of pay.

(q) The following will outline the procedure to be followed in filling full-time Local 1300 positions, other than Operator.

When a full-time position remains vacant after having been posted to Local 1300 employees in accordance with the labor agreement and for which there are no job applicants list, part-time operators who have successfully completed their probationary period will be given an opportunity to make application for the vacant position. Vacancy notices will be posted in MTA's normal fashion to all part-time operators. Selection standard will be established by the Administration and will be noted on the vacancy notice. Part-time operators hired into full-time positions will not be required to repeat the hiring progression except for any new probationary or progression schedule outlined in the contract. Any employees in this category will be given their original employment date for hiring wage progression purposes only. Departmental seniority and administration service will start as of the date hired as a full-time employee except as otherwise provided herein.

In lieu of Article (2), Section (2), part-time operators hired into a new job category will be required to serve a 90 working day qualifying period. The applicant may be removed by MTA at any time during the qualifying period when it is

determined in MTA's sole discretion that he/she has not made sufficient progress, and he/she may be returned by MTA to his/her former position. The UNION would not be precluded from filing a grievance, as provided in the Labor Agreement, should a question be raised as to whether such applicant has been given a reasonable opportunity to prove his/her qualifications.

(r) A part-time operator, upon being hired as a full-time employee, will be given credit for part-time service for the purpose of determining the vacation entitlement equal to one month of creditable service, or portion thereof, for each 173 pay hours received. All part-time operator services subsequent to September 5, 1978, shall be considered for active employees on August 27, 1996.

(s) Part-time operators will participate in the Pension Program under the same terms and conditions as full-time employees, provided that for purposes of determining the benefit amount only, creditable service shall accrue at the rate of one month of creditable service, or portion thereof, for each 173 pay hours received. All part-time operator services subsequent to September 5, 1978, shall be considered for active employees on August 27, 1996.

(t) Whenever an employee covered by this Article becomes unable to perform his regular duties, through no fault of his own, by reason of injury intentionally inflicted upon him/her and arising out of or in the course of his employment with the MTA, compensable under the Maryland Compensation Law, the MTA will pay such employee a supplemental benefit equal to the difference between the disability benefits to which he is entitled under said law and the normal paid time of his weekly tripper assignment. The normal paid time of the weekly tripper assignment will be recalculated if a pick occurs during the compensation period. This supplemental payment shall continue during the period of absence from work, not exceeding 30 weeks. In the event of a dispute concerning the ability of an employee to perform his duties, such a dispute will be resolved in accordance with the provisions of Article (10) of the AGREEMENT. The additional conditions of Article (62), Section (8) also apply.

(u) Effective for calendar year 1997, part-time operators who have completed one year of service will be allowed one personal leave day per calendar year. Operators on a personal leave day off will be paid for their normally scheduled hours. Procedures for requesting and granting a personal leave day off will be the same as for full-time operators.

(v) Effective with calendar year 2003, Part Time Operators will be allowed one week of vacation per year beginning with the year in which they will celebrate their second anniversary of continuous MTA service. Part time Operators on vacation will be paid for their regularly scheduled work. If a Part Time Operator rolls over prior to taking the selected vacation week, the selected period will be advanced to be taken prior to starting as a Full Time Operator. MTA will promulgate reasonable rules and procedures to govern the administration of the program.

### **Section (1) Transfer of Surplus Part-Time Operators**

The MTA may transfer surplus part-time operators from any bus division to any other bus division in accordance with the following procedure:

(a) Part-time operators shall, according to hiring date (low badge number) be given the option to select the transfers as proposed by MTA.

(b) In the event an insufficient number of part-time operators elect to transfer, the MTA shall select from the part-time operators at the division or divisions having a surplus, by inverse badge number (high badge first) the operators to be transferred.

(c) In the event part-time operators are involuntarily transferred as set forth in (b) directly above, any such part-time operator so transferred shall be given the opportunity to elect to go back to the division from which he/she transferred, before a new part-time operator can be assigned to the division to which the transferred part-time operator was formerly assigned.

### **Section (2) Posting and Bidding of Permanently Vacated Trippers - Part-Time Operators**

(a) A tripper permanently vacated at any division shall be posted for bid at all divisions at the next regular time for such posting. The regular time for such posting shall be the first Monday of May, August and November. The posting, when made, shall continue until midnight of the Thursday following and become effective the following Sunday.

(b) In applying for a vacated tripper as posted, part-time operators shall fill out in duplicate a designated form

available at the division. The forms, after completion, shall be presented to the authorized MTA representative who, after initialing shall retain one (1) copy and return the duplicate copy to the part-time operator.

(c) A part-time operator may apply for any or all trippers (as posted) listed for bid using a separate form for each bid and indicating on each form the order of preference. The part-time operator may withdraw his/her selection at any time prior to Thursday midnight; provided, however, that if the tripper has been awarded, the part-time operator shall accept and work the tripper. The award of such trippers shall be made in accordance with low badge number first.

(d) A part-time operator moving from one division to another as a result of a bid shall be subject to the following conditions with respect to payment for qualifying and training time:

- (1) Once each calendar year, such part-time operator shall be paid his regular straight-time hourly rate of pay for a period not to exceed four (4) days for training.
- (2) If there should be more than one occasion in a calendar year, such operator must qualify and train at his/her own expense, except that he/she shall be given an opportunity by MTA to qualify at such hours on his/her own time as will not cause him/her any loss of work time.

#### **Article (47-A) -- WEEKEND OPERATORS**

Effective with the September pick, 1988, in addition to the part-time operators hired in accordance with Article (47), the MTA may hire weekend bus operators under the following terms and conditions:

(a) Weekend operators may be employed up to a maximum number of 110; provided that the number of full-time operators on the payroll at any given time, is at or above the number on the date of this award (1180). In the event the number of full-time operators on the payroll falls below said number, the maximum permissible number of weekend operators shall be reduced by 2.5 operators for each one (1) full-time operator employed below the current number. Notwithstanding the above, the MTA shall be permitted up to 90 days for the purpose of hiring, training and placing into full service full-time bus operators.

(b) Weekend operators will be permitted to work on Saturday and Sunday exclusively and may perform only scheduled runs and/or trippers.

(c) Weekend operators shall be paid the same top hourly rate as full-time operators subject to the hiring wage progression set forth in Article (62), Section (1).

(d) Weekend operators shall work eight (8) hours or less per day, (unless the operators scheduled run exceeds eight [8] hours) and shall be paid for all time during which they are required by the MTA to perform any duties. They will not be eligible for time or pay guarantees or for penalty pay provisions.

(e) Except as specifically provided herein, weekend operators shall not be covered by insurance, pension, paid leave or any other contract provisions.

(f) Weekend operators shall be covered by Articles (1), (2), (3), (4), (5), (7), (8), (9), (10), (11), (12), (13), (16)-Section (9)-Felonious Assault Insurance, (19), (24-A), 35(3), 35(11), (41), (45), and (46).

(g) Weekend operators shall serve an initial probationary period of nine (9) calendar months from date of hire in accordance with the conditions of Article (2), section (2). However, if a weekend operator is rolled over to part-time operator while within their initial probationary period, the probationary period shall then be counted as specified by Article (2), section (2) of the labor agreement. All work days served as a weekend operator shall then be counted towards completion of initial probationary period. After the completion of either probationary period, as outlined above, weekend operators will not be required to repeat any new probationary period for these positions.

(h) Weekend operators will be provided free transportation on the lines of the MTA.

(i) In accordance with requirements of the law, weekend operators will be covered by the provisions of the Social Security Act, Worker's Compensation and other applicable statute.

(j) Weekend operators accrue no seniority for any purpose while so employed. After completion of their initial

probationary period, they will be given the first opportunity to apply for positions as part-time operators. For the purpose of bidding on or picking assignments, including bumping, group seniority will count (low badge number). A weekend operator who applies and is accepted for employment as part-time operator shall for all provisions accrue service or seniority only from the date of hire as a part-time employee. Notwithstanding the above, service for wage progression purposes shall commence from date of hire as a weekend operator.

(k) Weekend operators shall not be employed while any full-time operator is laid off or working in a part-time capacity.

(l) The parties shall meet to establish reasonable rules for the selection of work to be set aside for weekend operators.

(m) Upon transferring to a full-time or part-time position in the bargaining unit, MTA shall grant creditable service for all pension purposes at the rate of one month's service, or portion thereof, for each 173 hours worked as a weekend operator.

(n) Whenever an employee covered by this Article becomes unable to perform his regular duties, through no fault of his own, by reason of injury intentionally inflicted upon him/her and arising out of or in the course of his employment with the MTA, compensable under the Maryland Compensation Law, the MTA will pay such employee a supplemental benefit equal to the difference between the disability benefits to which he is entitled under such law and the normal paid time of his assigned weekend runs or trippers, not to exceed eight (8) hours per day. The normal paid time will be recalculated if a pick occurs during the compensation period. This supplemental pay shall continue during the period of absence from work, not exceeding 30 weeks. In the event of a dispute concerning the ability of an employee to perform his duties, such a dispute will be resolved in accordance with the provisions of Article (10) of the AGREEMENT. The additional conditions of Article (62), Section (8) also apply.

#### **Article (48) -- ASSIGNMENT OF DISPATCHERS, STARTERS, DIVISION SECRETARIES, MONEY RUNNERS, AND VAULT PULLERS**

**Section (1)** Dispatchers shall be assigned five (5) eight (8) hour days a week at regular straight-time weekly rate and will have meal breaks of thirty (30) minutes at times which do not interfere with their duties. The Dispatcher positions shall be posted semi-annually as to locations, shifts and days off, for bidding among the Dispatchers in accordance with their seniority standing. Dispatchers (including relief shifts) will have consecutive days off whenever possible and Dispatchers working relief shifts will be assigned five (5) days a week on the same shift, if possible.

Dispatchers directed by MTA to work before or after their regular tours of duty or on their days off shall be paid at one and one-half (1-1/2) times their regular straight-time hourly rate.

It is understood that a Dispatcher will be permitted to leave when his relief is present and checked in.

**Section (2)** Starters shall be assigned five (5) eight (8) hour days a week at regular straight-time weekly rate. These positions shall be posted annually as to location, shifts and days off, for bidding among the Starters in accordance with their seniority standing. Starters (including relief shifts) will have consecutive days off whenever possible.

Starters directed by MTA to work before or after their regular tours of duty or on their days off shall be paid at one and one-half (1-1/2) times their regular straight-time hourly rate.

The job of Starter shall come under the provisions for spread-time penalty described in Article (25), Section (3).

**Section (3)** Division Secretaries shall be assigned five (5) eight (8) hour days a week at the regular straight-time weekly rate and will have meal breaks of thirty (30) minutes at times which do not interfere with their duties. Division Secretaries may also be assigned to work as Starters. Division Secretaries will have consecutive days off whenever possible.

Division Secretaries directed by MTA to work before or after their regular tours of duty, or on their days off, shall be paid at one and one-half (1-1/2) times their regular straight-time hourly rate.

In the event overtime becomes available at any base where an extra secretary is working (straight time or day-off) and it is determined by the base superintendent that such overtime shall exceed the normal working day by more than two hours, it shall be offered to the regular base secretaries system-wide, in accordance with their seniority.

**Section (4)** Dispatchers, Starters and Division Secretaries shall be selected by MTA by an examination given to all employees in the Operating Department.

MTA shall prepare an examination and establish what shall be a qualifying mark. All eligible employees shall be given an opportunity to take such examination and upon making a qualifying mark shall be considered as qualified for the open position. The senior employee among those qualified shall be awarded the open position.

**Section (5)**

(a) When a permanent vacancy occurs in the positions of Dispatcher, Starter or Division Secretary between annual picks, the employees in that job classification, having less seniority than the seniority of the employee permanently vacating the job, shall be entitled to move up into the vacated jobs on a system-wide basis. The senior qualified employee shall be awarded the open position remaining after the system-wide move up.

(b) When a vacancy temporarily occurs in the positions of Vault Puller, Dispatcher, Starter or Division Secretary, for a period of one (1) week or more, the job will be filled from the eligible employees described in Section (4) of this Article. Wherever possible, such eligible employees on the list at the Division where the regular employee works, will hold the open job until the regular employee returns to work. Should the job be filled by an employee from a foreign division an eligible employee at the Division where the regular employee works returning from sick, vacation, or other temporary leave may assume the open job until the regular employee returns to work. A hold-down by an employee from a foreign division will be assigned in accordance with procedures outlined in Section (5)(c).

(c) Whenever a temporary vacancy of less than one (1) week's duration occurs in the Dispatcher-Starter classification, work will be assigned on the basis of the amount of work previously performed by the person on the extra list. The person with the least amount of work in a calendar year will be the first for assignment. A record book will be maintained on a yearly basis by the 8:00 a.m. to 4:00 p.m. dispatcher at each division for all extra work and overtime work of the classification to determine the amount of work and turn at work. The vacancy shall be filled in the following manner:

**Vacancy known before 2 P.M. on the day prior to the vacancy –**

1. From day off Dispatchers-Starters at the home division,
2. From day off Dispatchers-Starters system wide,

**If no one from #1 or #2 above is available, or if vacancy is not known by 2 P.M. the preceding day –**

1. From the qualified Dispatcher-Starter, extra list at the home division, working straight time.
2. From the qualified Dispatcher-Starter extra list system-wide, working straight-time. When the regular assignment or run of an extra Dispatcher-Starter selected under this item or under item 1 above is to be covered by a premium operator, the open Dispatcher-Starter work is to be covered by a Dispatcher-Starter on day off instead of the extra list.
3. From the regular day-off Dispatcher-Starter, home relief Dispatcher- Starter on the basis of turn at work.
4. From the regular day-off Dispatcher-Starter list system-wide on the basis of turn at work.
5. From extra day-off Dispatcher-Starter working a hold-down at the home division, extra day-off Dispatcher-Starter list at the home division, and extra day-off Dispatcher-Starter list system-wide.

(d) Whenever a temporary vacancy of less than a week's duration occurs in the position of Base Secretary, work assignments will be based on procedures outlined in 5(c) and shall be filled in the following manner:

1. From the qualified Base Secretary extra list at the home division, working straight time.
2. From the qualified Base Secretary extra list system-wide, working straight-time.
3. From the qualified Base Secretary list at the home division, working on day-off.

4. From the qualified Base Secretary list system-wide, working on day-off.
5. In the event that the open job cannot be filled from the above described manner, it shall be offered to:
  - A. The Dispatcher-Starter at the home division, working on day-off.
  - B. The Dispatcher-Starter system-wide, working on day-off.
6. In the event that day-off work becomes available on a day other than the regular days now worked, it shall be first offered to the regular Base Secretary at the home division.

(e) A temporary vacancy of less than one (1) week's duration in the Vault Puller classification, if known by 2:00 P.M. the preceding day, will be filled by an off-duty Vault Puller.

(f) When a vacancy occurs in the position of Vault Puller, between annual picks, the remaining employees in that classification shall be given an opportunity to move up as to shift and days off, and the open position shall then be advertised.

(g) Whenever an operator is holding down a job as Dispatcher, Starter, Base Secretary or Vault Puller, he/she shall be allowed to work as an operator on his/her assigned days off, at his home division only. He/she will be treated as if working from his/her division.

#### **Section (6)**

(a) Money runners and Vault Pullers shall be assigned five (5) eight (8) hour days a week at a regular straight-time weekly rate.

(b) Money runners and Vault Pullers directed by MTA to work beyond a period of eight (8) hours or on their day or days off shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate.

(c) The job of Vault Puller shall come under the provisions for spread-time penalty described in Article (25), Section (3).

(d) Vacancies occurring in these classifications shall be posted for bid in the Operating Department.

(e) There shall be established a list, by seniority, not to exceed seven (7) in number, of those operators who desire eligibility as relief Money Runners during temporary vacancies. Qualification for this eligibility list is subject to satisfactory physical examination by MTA doctor and qualification for a permit to carry a sidearm. Said eligibility list will be replenished to a maximum of seven (7) persons not less than once each year.

Such eligibility list shall be maintained on a rotating basis so as to provide, as nearly as possible, equal opportunities of assignment to temporary vacancies as money runner.

Any temporary vacancy, known as of 2:00 P.M. the previous day, will be assigned to the top man on the rotation list. If the top man is not available for any reason, the temporary vacancy will go to the next available man on the rotation list and will continue to be his assignment for the duration of the temporary vacancy. In the event of a temporary vacancy of one day or less, not known by 2:00 P.M. the previous day, MTA has the right to assign either a man on the Bush St. Division eligibility list, if available, or an operator, not on the eligibility list, if necessary. Each assignment, except those of one day or less, not known by 2:00 P.M. the previous day, shall constitute a turn in the rotation of the eligibility list.

Operators qualifying for the eligibility list shall be given on-the-job training in money runner duties by MTA Supervisory personnel at the time of initial relief assignment to a temporary vacancy.

**Section (7)** Vacation picks for Starters and Dispatchers will be established. Eligible operators on the Dispatcher or Starter list at the Division where a Relief Dispatcher or Relief Starter picks his vacation, shall whenever possible hold the open job until the Relief Dispatcher or Relief Starter returns to work.

At each Division two (2) Dispatchers or two (2) Starters or one (1) Dispatcher and one (1) Starter will be permitted to pick vacations in the same week, it being understood that whenever possible, at the discretion of MTA, the number of

such employees to be on vacation in a given week will be increased. The Base Secretary shall pick his vacation separately.

**Section (8)** The annual pick for Dispatchers, Starters, Base Secretaries and Vault Pullers shall be held in December to be put into effect after January 1, of the next calendar year.

**PART III**  
**PROVISIONS FOR**  
**NON-OPERATING EMPLOYEES**

**PART III**  
**PROVISIONS FOR NON-OPERATING EMPLOYEES**

The provisions of this part of the contract shall apply solely to those employees in the bargaining unit within the job classifications as described in Article (62) of this Contract as "Non-Operating Employees".

**Article (49) -- ORGANIZATION OF GROUPS**  
**NON-OPERATING DEPARTMENT**

The Non-Operating Department is comprised of all employees covered by the bargaining unit except Operators, Division Dispatchers, Division Secretaries, Starters, Money Runners, Vault Pullers, and Transportation Porters.

For the purpose of this Contract, the Non-Operating Department is set up in Groups as indicated in the following chart:

NON-OPERATING DEPARTMENT

Group #1 – STORES

Receiving Clerk  
Storeroom Clerk

Group #2 – AUTOMOTIVE SHOP

Engineer & Unit Rebuild  
Semi-overhaul  
Brake & Axle  
Unit Replacement  
Battery Room  
Radiator Room  
Machine Shop  
Cleaners

Group #3 – BUS BODY

Bus Body Repair  
Farebox – Air Unit  
Money Machines  
Blacksmith Shop  
Sheet Metal Shop  
Woodwork—Mill  
Glass Shop  
Upholstery Shop  
Paint Shop  
Sign Shop  
Cleaners

Group #4 – TRUCK SHOP

Truck and Passenger  
Auto Repair

Group #5 – BUS DIVISIONS

A-Repairmen  
B-Repairmen  
C-Repairmen  
Cleaners

Group #6—FACILITIES MAINTENANCE

Mechanical Services  
Building & Plant Maintainers  
Maintenance of Way  
Grounds  
Watchmen  
Janitors  
Laborers  
C-Repairmen

Group #7 – SYSTEM MAINTENANCE

Communications & Radio Repair  
Signals  
Fare Collection Machines  
Traction Power

Group #8 – RAIL CAR MAINTENANCE

Truck Repairs  
Body Repairs  
Unit Rebuild & Replacement  
Propulsion & Braking  
Servicing  
Inspection  
Cleaning

Group #9—LIGHT RAIL RAILCAR  
MAINTENANCE

Truck Repairs  
Body Repairs  
Unit Rebuild & Replacement  
Propulsion & Braking  
Servicing  
Inspection  
Cleaning

Group #10 – LIGHT RAIL SYSTEM  
MAINTENANCE

Signals  
Fare Collection Machines  
Traction Power

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