

AGREEMENT

BETWEEN

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

AND

THE MARYLAND TRANSIT ADMINISTRATION

EXECUTED SEPTEMBER 27, 2019

IN EFFECT FROM JULY 1, 2018
THROUGH JUNE 30, 2022

TABLE OF CONTENTS

PART I-GENERAL PROVISIONS

Article	Page
1. Recognition.....	1
2. Coverage and Employment.....	1
3. Deduction of Dues.....	2
4. Hire Promote and Discharge.....	3
5. Union Activity on MTA Premises.....	6
6. Leave of Absence.....	6
7. Bulletin Boards.....	9
8. Grievances.....	10
9. Arbitration.....	11
10. Medical Examinations.....	12
11. Medical Releases Following Illness.....	13
12. Method of Calculation.....	14
13. Eastern Daylight Time.....	14
14. Reduction in Work Forces.....	15
15. Seniority-Transfer.....	17
16. Welfare.....	19
17. Vacations.....	28
18. Pensions.....	33
19. Attendance at Court and Claims Section.....	41
20. Free Transportation.....	43
21. Meals.....	43
22. Jury Duty Differential.....	44
23. Classified Driver's Licenses.....	45
24. Protective Clothing.....	45
24(A) Subcontracting.....	46

PART II-PROVISIONS FOR OPERATORS

25. Definitions.....	46
26. Operator's Seniority.....	48
27. Transfer of Operators with Work.....	49
28. Posting Schedules-Picking Runs.....	50
29. Hold-Down of Runs.....	57
30. Posting and Bidding of Permanently Vacated Runs.....	59
31. Provisions for Runs.....	61
32. Special Pay Practices Extra-Operators.....	66
33. Extra List.....	68
34. Premium Time-Operators.....	73
35. Pay Allowances-Operators.....	75
36. Work Limitations-Operators.....	78
37. Reporting Illness-Operators.....	81
38. Miss-Outs.....	81
39. Day Off-Operators.....	82

PART II-PROVISIONS FOR OPERATORS

Article	Page
40. Holidays-Operating Department	85
41. Delay in Reporting for Duty.....	86
42. Sleet and Snow Work.....	87
43. Non-Platform Work-Operators	89
44. Special Service Work.....	90
45. Review of Records.....	94
46. Operator's Uniforms	94
47. Part-Time Operators	95
47-A Weekend Operators	101
48. Assignment of Dispatchers-Starters, Division Secretaries, Money Runners and Vault Pullers	103

PART III-PROVISIONS FOR NON-OPERATING EMPLOYEES

49. Organization of Groups Non-Operating Department	108
50. Filling of Vacancies and Awarding Positions	110
51. Seniority of Non-Operating Department Employees.....	118
52. Work Assignments and Transfers	118
53. Job Classification-Non-Operating Department	121
Group 7 – Radio Shop.....	123
Leadman.....	123
Maintenance Technician.....	124
54. Overtime Provisions	124
55. Day-Off Employees-Non-Operating Department	125
56. Clean-up Time	126
57. Holidays-Non-Operating Department	126
58. Sleet and Snow Work-Non-Operating Department	128
59. Absentee and Vacation Relief – Non-Operating Department	129
60. Work Clothes-Non-Operating Department	130
61. Miscellaneous-Non-Operating Department.....	130
Test-Testperson.....	130
Tool Allowance.....	130

PART IV-RAIL SUPPLEMENT

R-1	131
R-2 to R-7.....	131
R-8 to R-11.....	132
R-12 to R-13.....	133
R-14 to R-15.....	134
R-16.....	136
R-17 to R-18.....	136
R-19 to R-20.....	137
R-21 to R-23.....	138

R-24.....	139
R-25 to R-26.....	141
R-27 to R-29.....	141

PART V-CENTRAL LIGHT RAIL SUPPLEMENT

Article	Page
L. R.1 to L.R. 2.....	143
L.R. 3 to L.R. 8.....	143
L.R. 9 to L.R. 13.....	144
L.R. 14 to L.R. 15.....	145
L.R. 16.....	146
L.R. 17 to L.R. 19.....	147
L.R. 20 to L.R. 21.....	148
L.R. 22 to L.R. 29.....	149

PART VI - MOBILITY SUPPLEMENT

M-25 Definitions.....	151
M-26 Operator’s Seniority.....	152
M-27 Posting Schedules-Picking Runs.....	153
M-28 Hold-Down of Runs.....	156
M-29 Posting and Bidding of Permanently Vacated Runs.....	158
M-30 Provisions for Runs.....	159
M-31 Special Pay Practices Extra Operators.....	165
M-32 Extra List.....	166
M-33 Premium Time-Operators.....	174
M-34 Pay Allowances-Operators.....	174
M-35 Work Limitations-Operators.....	177
M-36 Reporting Illness-Operators.....	179
M-37 Miss-Outs.....	180
M-38 Days Off – Operators.....	181
M-39 Holidays-Mobility Operating Department.....	183
M-40 Delay in Reporting for Duty.....	185
M-41 Non-Platform Work-Operators.....	185
M-42 Review of Records.....	186
M-43 Operator’s Uniforms.....	187
M-44 Assignment of Dispatchers-Starters, Division Secretaries, Money Runners and Vault Pullers ..	187

PART VII – BASIC WAGES AND HOURS

62. Basic Wage Rates and Established Working Hours.....	190
---	-----

PART VIII – CANCELLATION AND DURATION

63. Modification.....	198
64. Duration.....	198

Appendix “A” Voluntary Check-off Authorization
Appendix “B” ATU COPE Voluntary Deduction Form

MTA and ATU Local 1300

FOR PERIOD BEGINNING JULY 1, 2018

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 Maryland Transit Administration and Local 1300 of the Amalgamated Transit Union are committed to non-discriminating practices.

PART I GENERAL PROVISIONS

THIS AGREEMENT made the 27th day of September, 2019, by and between Local 1300 of the Amalgamated Transit UNION (A.F. of L.-C.I.O.), hereinafter designated for convenience "UNION", and Maryland 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 therefore according to the laws of the UNION.

Section (2) All employees hired to fill jobs covered by the bargaining unit shall be probationary employees for the first ninety (90) days actually worked. The ninety (90) work days shall not include days spent in training or any days on excused or unexcused leave.

At the expiration of a thirty (30) calendar day period after hiring date employees shall become members of the UNION and shall be given an additional sixty (60) calendar 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/her 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) 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/her Supervisor and the employee's statement, which he/she 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) **Notice of-Discipline:** When an employee is charged with a rule violation the employee must be personally notified within 72 hours of-the alleged offense. The employee's regularly scheduled days off will not be included in the computation of the 72 hours. The 72-hour period for notification begins when the employee physically reports to work at the start of a scheduled work shift and performs his/her duties on such shift. This period may be extended for investigation with timely notice to the employee and the Union.
- (c) 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.
- (d) **Hearing Prior to Entry of Discipline:** Entries will not be placed in the discipline record of any employee until such employee has been given or has declined a base level hearing and the charge or charges have been sustained.
- (e) **Immediate and Delayed Discipline:** Effective July 1, 2018, all suspensions of greater than five days shall not begin until after completion of the Second Step Appeal except in discharge cases and cases involving:
 - (a) Violations of major safety rules, (b) violence and/or fighting; (c)

possession of a weapon; (d) theft, fraud or embezzlement; (e) fare-related irregularities; (f) sexual harassment or EEO violations; (g) drug or alcohol abuse; (h) driving without a valid CDL; (i) gross insubordination. In these cases the suspension shall commence immediately upon issuance of the discipline at the First Step or upon notice of investigation. Provided, however, that notwithstanding the foregoing, and except by mutual agreement, discipline shall be imposed no later than 30 days from the date the employee is given written notification of the offense as set in Section (1). Payment or non-payment for the lost time shall be part of the final determination.

- (f) 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. Representatives of the Office of Employee and Labor Relations shall hear appeals from disciplinary action by supervisory officials and said representatives shall have the authority to render independent decisions. Written decisions will be issued by the representative of the Office of Employee and Labor Relations for disciplinary action and rendered within ten (10) working days, excluding Saturday, Sunday and Holidays, from the appeal hearing with a copy sent to Local 1300.
- (g) It is understood that hearings held in accordance with paragraph (c) and (f) shall comply with the provisions of this CBA for the disposition of a grievance(s) as defined in Article 8 of this CBA. 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 the MTA's designated representative as specified in Section (f) above, is submittal to grievance mediation and /or arbitration in accordance with the provisions of Article 8 of this CBA.

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 MTA department head or a representative authorized by him/her. 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/her 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 or performing other employment while on leave 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/her 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) (President and Business Agent, Vice President, Assistant Business Agent, Financial Secretary-Treasurer, Recording Secretary) 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/her former position if physically fit and able to qualify. Should such employee fail to qualify to perform his/her former MTA duties, every effort will be made by MTA to assign him/her work of a lesser nature for which he/she 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/her 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 is 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, grand-parents, grandchildren, step-parents (only one step-parent to be covered), and court appointed legal guardian.

Should an employee need to travel 300 miles or more to attend a funeral he/she will be allowed to use personal leave or leave without pay.

The employee may elect to save all or a portion of any specific one or three-day entitlement for use during the ten working days immediately following the

passing of the relative.

Section (3) - Personal Leave Day

Each employee, after completion of initial probationary period, shall be entitled to three (3) Personal Leave Days each calendar year for conducting personal business. Time off for such Personal business: The employees shall receive eight (8) hours pay at their basic straight-time rate. Personal Leave Days 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 three (3) Personal Leave Days to the following calendar year enabling the employee to have a total of six (6) Personal Leave Days. Employees may elect to cash-in a maximum of three (3) 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.

Employees in non-operating classifications may use, and be charged, personal days in four (4) hour increments. Employees in all other classifications must use personal days in full eight (8) hour increments.

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 sixty (60) working 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

(A) MTA shall establish, amend from time to time and administer an Alcohol and Drug Abuse Program which is consistent with federal and state regulations.

(B) The Maryland Transit Administration Substance Abuse Prevention Program for FTA Safety Sensitive Employees, as amended from time to time, and Maryland Transit Administration Substance Abuse Education & Treatment Policy, as amended from time to time, incorporate the laws, rules and regulations and are inclusive of consequences for those employees that violate the policies.

Discipline & Review:

Any disciplinary action taken by MTA against an employee for a claimed violation of its policy on Alcohol/Drugs, and any action taken by the Union in response to such disciplinary action, shall be in accordance with and subject to Article (4), Section (2), and Article (9) of this Agreement.

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 (I) Definition: A grievance is a claim that MTA or its representative has violated this Agreement, including any Addendums or subsequent Memorandums of Understanding or Letters of Understanding, and/or a claim by an employee that he/she was aggrieved by an action of MTA. When any employee in the bargaining unit or the Union feels that such has been violated, the following procedure must be followed:

A grievance may be filed and must set forth the nature, details, date of the alleged violation of the Article and Section of this agreement claimed to have been violated. The written grievance must be submitted on a Union authorized form and be presented by an employee and/or his/her Union representative to the MTA manager responsible or his/her designee within 14 calendar days following the occurrence or knowledge of such action out of which the grievance arose. Failure to present the grievance within 14 calendar days will be deemed a waiver of the grievance.

STEP 1: Within 14 calendar days of receipt of the grievance, a grievance appeal meeting will be scheduled between the employee, the Union representative, and the MTA manager or his/her designee. The employee, if requested by the Union, may not be required to attend the Step 1 meeting. If the MTA manager or his/her designee and the Union representative/grievant are unable to arrive at a satisfactory settlement during the meeting, the MTA Manager or his/her designee will provide a written decision to the Union within seven (7) calendar days after the date of the meeting. A failure by MTA to provide a written decision to the Union within seven (7) calendar days constitutes a forfeiture by MTA of its position and, therefore, a granting of the grievance and the requested remedy.

STEP 2: If the grievance is not resolved at Step 1, the Union must refer the grievance in writing to the MTA's Office of Labor and Employee Relations designated person within 14 calendar days after receipt of the Step 1 decision and request a Step 2 meeting. Failure of the Union to request a Step 2 meeting within 14 calendar days shall constitute a withdrawal of the grievance and the matter shall be considered closed.

Upon receipt of the written Step 2 grievance, the designated MTA Office of Labor and Employee Relations official or his/her designee, and a representative of the Union will meet in person within 14 calendar days after receipt of the Step 1 referral/request for a Step 2 meeting. The grievant will be invited to participate in Step 2 hearing. The MTA Office of Labor and Employee Relations official, or his/her designee, will provide a written decision to the Union within 14 calendar days of the Step 2 meeting. A failure by MTA to provide a written decision to the Union

within fourteen (14) calendar days constitutes forfeiture by MTA of its position and, therefore, a granting of the grievance and the requested remedy.

STEP 3: If the parties are unable to arrive at a satisfactory settlement after Step 2, the grievances may be referred to voluntary mediation by either party.

This grievance mediation will be conducted in accordance with, and will abide by the FMCS's rules of grievance mediation. The mediator will be appointed by the FMCS.

The use of this grievance mediation process does not eliminate either parties' right to appeal the grievance to arbitration, as defined in Article 9 – Arbitration. Even if mediation is requested, the Union must timely request arbitration as required by Article 9.

Section (2) Timelines. The failure of MTA or the Union to honor the time requirements contained in this Article shall constitute a forfeiture of the violating party's position. Either party may request an extension in writing on any timeline related to Steps or response times and agreement to such shall not be unreasonably denied

Article (9) - ARBITRATION

Section (1) Should any grievance be unsettled as provided in Step 2 of Article (8) hereof, the Union may forego Step 3 by notifying the other party within forty-five (45) calendar days thereafter, and request in writing that the dispute be submitted directly to standard arbitration. If neither Step 2 within Article 8 nor the option contained in this Article is exercised within the 45-calendar day period, the matter shall be considered closed and withdrawn. Upon such request, an arbitrator shall be selected in accordance with the parties' Bilateral Arbitration Selection Agreement:

Section (2) The arbitrator, after being selected, shall commence hearings as expeditiously as possible and shall render his/her decision in writing four (4) weeks, if possible, following the closing of the hearing (which shall include the filing of post-hearing briefs, if applicable).

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.

Section (6) In the event that an arbitration awards have not been implemented with 45 business days of receipt, then the MTA will notify the Union in writing of the delay.

Article (10) - MEDICAL EXAMINATIONS

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

Section (2) If, after the MTA doctor reports his/her findings, the UNION requests in writing further consideration of the physical or mental qualifications of any employee, an employee's fitness for return to work or eligibility for sick leave, the following procedure shall be followed:
(a) If there is a conflict between the MTA doctor and the Employee's doctor, then each respective doctor will review the case with each other to attempt to resolve the conflict. If after making a good faith attempt, the Union is unable to secure the employee's doctor's participation in the review process, or if the doctor's participation can only be secured at an unreasonably high cost, then the Union may invoke the provisions set forth in subsection (b). Should no final decision be reached by this review, then,

(b) Within ten (10) working days from notification of the results of the above review (or the date on which the Union is unable to fulfill the conditions of subsection (a) (for the reasons stated therein), either party, should it desire to utilize a third doctor, must notify the other party in writing of the desire for a third doctor's opinion and state the points in dispute. If either party fails to make a timely request, the right shall be forfeited. 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 as to fitness for duty shall be final and binding on all parties.

Section (3) When medical examinations of employees are initiated and conducted exclusively by MTA's doctors, 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/she may incur in his/her 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/her 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 the 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. 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 employee's 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) 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 (defined as less than one week), 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 a doctor 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 no later than 2:00 P.M. of the day preceding the day upon which he/she intends to work. Having done so, any employee returning to work on Sunday must obtain a doctor's release during his/her off duty time on Monday; employee returning to work on Monday or on day after Holiday, must obtain doctor's release during his/her off duty time on day he/she 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 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 for 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)

When a reduction in force 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 force not less than thirty calendar (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.

(a) 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/she 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 force provision is adopted, the procedure for reduction of force 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 workforce in each Group.

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

(2) When the readjustment of workforce 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/her classification in any Group in the Non-Operating Department for which he/she can qualify; or

(b) He/she may bump any employee in the next lower classification within his/her Group with less Department seniority for which he/she 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 reduction in force 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 reduction in force 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 reduction in force 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 MTA Employment Office at the time of the workforce 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) calendar 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/she shall be given an opportunity to pick, in accordance with his/her seniority, as nearly as possible to the position to which he/she 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/her service has not been continuous, his/her 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.

When an employee is temporarily transferred to any other position in MTA, his/her name will remain on the Seniority List in his/her Group and he/she will retain his/her Department seniority. An employee temporarily transferred will not acquire any new seniority for the position to which he/she 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/she will carry with him/her, into his/her new Group, the same seniority that he/she would have had, had he/she not been forced to so transfer.
- (b) If an employee who has been permanently transferred is later returned to his/her former position by an act of MTA, he/she will resume the same seniority with respect to his/her former position that he/she would have had if he/she had remained there and not been so permanently transferred; but if he/she later voluntarily returns to his/her former position, he/she will not resume his/her same seniority with respect to his/her former position but will be placed in the open job for his/her Classification or Group until the next pick.
- (c) Where an employee is permanently transferred out of, and later returns to his/her former position in the collective bargaining unit covered by this Agreement, he/she will be placed at the bottom of the Seniority List for his/her 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/she may return or be returned to his/her 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) calendar 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/she may return or be returned to his/ her former position without loss of seniority. After the expiration of such probationary period, the employee shall automatically forfeit all rights to return to his/her 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/her seniority standing and continue to accrue all types of seniority during the period of such leave of absence.

Article 16: WELFARE

None of the benefit provided for in Article 16 (Welfare) except as otherwise stated in said Article 16, shall be provided by the MTA in any case where an employee sustains an injury in the course of his employment and is eligible to receive benefit 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; the 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 payment from a third party for injuries sustained, not in the course of employment with the MTA, to reimburse the MTA in the sum equal to the benefit received by the employee under this Article. Failure of the employee to notify MTA concerning said 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.

The MTA will bid out the health care coverage and will ensure that the proposal is equal to the current coverage. There shall be a committee, which will be comprised of 3 members from the MTA and 3 members from the Union, each member appointed by their respective party. Any change to the current Health Care Package shall be equal to the current coverage. The committee will ensure that compliance with equal coverage and may make recommendations for greater benefit.

Section (1): Medical, Surgical, and Hospitalization Benefits.

Section (1a) – MTA shall provide employee/retirees, Medical, Surgical, and Hospitalization coverage under the 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 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 7/1/13:

1. An HMO with a \$10 office visit co-pay for primary physician office visits and \$20 office visit co-pay for specialist visits 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. MTA will make available 100/80, no co-pay (effective July 1, 2013, there will be a \$10 office visit co-pay and a \$20 specialist co-pay, and a \$5 co-pay for Chiropractic care) a 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 transfer to the PPO from the Traditional Indemnity

Plan.

3. Effective July 1, 2013, the emergency room co-pay shall be increased to \$50 for the HMO and PPO. This co-pay is waived if admitted to the hospital. The co-pay for urgent care remains unchanged.

The dependent/s Traditional 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. The parties shall immediately establish a joint study committee to investigate the feasibility of phasing out the Dependent's Traditional Indemnity Plan by January 1, 2015. The investigation will include a disruption analysis and other relevant considerations.

4. Pre-2003 retirees living outside the Baltimore Metropolitan area will continue to have their PPO premium for the employee only paid for by the MTA.

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.

Employee must select the same level of coverage across all Plans for self and dependents.

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 (1d) – 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 indemnity plan subsequent to 1/1/03 will continue to be shared by the method set forth in section (6) of this article.

Effective January 1, 2014, there shall be a contribution of 5% of the total required premium for individual HMO employee coverage. MTA will pay 85% of premium increases for dependent coverage.

3. For the employee or retiree's personal coverage under the PPO, MTA shall pay the same dollar amount toward the premium as is paid for the employee/retiree's coverage under the HMO. MTA will pay 85% of premium increases for dependent coverage.

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.

Employees who are unable to work their scheduled shift due to non-work related illness or injury will receive paid sick leave up to the amount accumulated in their sick leave bank. Employees must follow the call-in procedure in the general rule book. Absences of four (4) days or more will require documentation from a licensed medical provider that confirms the employee is under medical care and is unable to work and the dates of coverage. Employees are required to report to work on the expected date of return or to provide medical documentation before the expected date of return if the medical absence is to be extended. Sick leave benefits are not available for a pending or approved Workers' Compensation claim. If, a claim is denied, an employee would then be eligible for sick leave pay. If, however, the claim is eventually allowed, the employee shall reimburse the MTA for all sick leave payments and the employee's sick leave balance will be adjusted.

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/she 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/she shall not accrue additional sick leave during his military service. He/she will be allowed sick leave for the calendar year in which he/she returns from military service if he/she returns not later than June 30; if he/she returns on or after July 1, he/she will not be allowed sick leave for the calendar year in which he/she 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/she returns from such leave of absence if he/she returns not later than June 30; if he/she returns on or after July 1, he/she will not be allowed sick leave for the calendar year in which he/she 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/she 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/she will be allowed sick leave for the calendar year in which he/she transfers back to hourly rated job not later than June 30; if he/she is transferred back to hourly rated job on or after July 1, he/she will not be allowed sick leave for that calendar year.

(a) 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 a Dental Plan or an alternative open-panel, indemnity-type plan incorporating administrative rules, level of benefits, and other specifications equivalent to the current program; such plan shall include the following basic terms: annual contract year maximum of \$1,000 (Effective January 1, 2014 the year maximum will be 1,650.00) 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. Effective January 1, 2014, annual deductibles for individual, family and retiree coverage are eliminated.

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 that 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 \$30,000.

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/she 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/she shall be required to fill out a statement of health, and the MTA may, in addition, require a medical examination.

The employee or pensioner 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 at a coverage level of \$10,000 and MTA will deduct their contribution from their monthly pension.

The Plan shall be administered on a contributory basis with the employee or pensioner paying \$0.25 per week or \$1.09 per month as appropriate.

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.

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 an equivalent to the current Dependents Health and Welfare Insurance plan. 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 after June 30, 1994, will be shared seventy-five - twenty-five (75/25) by the MTA and the employee respectively. This applies to the Dependents Hospitalization premium only.

(a) The MTA will pay \$1.25 per month toward Major Medical Plan for each covered subscribing employee or pensioner. Major Medical Maximum for dependents shall be \$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 that 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.

MTA shall reimburse their Medicare Part B premium payments and any future increases under the same plan.

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.

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 \$100,000 felonious assault death benefit coverage for all employees in the bargaining unit.

Section (10) Prescription Drug Program-- The MTA will make available a Prescription Drug Program to active employees and their dependents and pensioned employees and their dependents.

The Prescription Drug Program deductible co-pays shall be \$8 for generic and \$15 for brand. Effective January 1, 2010 co-pays will be \$8 for generic, \$15 for formulary and \$25 for non-formulary. The MTA shall pay:

(a) 75% of the premium costs on behalf of active employees and their dependents that may elect to carry such coverage.

(b) 75% of the premium costs on behalf of all pensioned employees and their dependents that may elect to carry such coverage.

Effective January 1, 2014, a mail order option to the Prescription Drug Program will be available. Mail order drugs will have the following co-pays for a 90 day supply: \$0 for generic, \$15 for formulary, and \$25 for non-formulary. The co-pays for the retail option shall remain unchanged.

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) 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. During the 2012 Contract

Negotiations, the parties agree to extend the coverage for eligible survivors – including those receiving coverage on the date of ratification – to 3 years or until June 30, 2016, whichever is longer. However, this provision will only be further extended through negotiations. Federal COBRA health insurance entitlements will apply at the conclusion of this participation.

Section (13) In the event the Union establishes a voluntary, employee- paid, life insurance and/or long-term disability insurance program, the MTA shall withhold (payroll deduction) and transmit any employee-authorized voluntary contributions. Such supplemental plan(s) shall be provided by an underwriter and administrator selected by the Union. The MTA will cooperate in arranging for work-site enrollment where necessary.

Section (14) Physical Therapy/Occupational Therapy/Speech therapy Effective January 1, 2014 the number of annual visits for Physical Therapy, Occupational Therapy, and Speech Therapy shall be 30 per covered individual under the HMO and PPO. Individuals may combine the annual limit for any one type of therapy up to a total of 90 visits per plan year. For example, an individual who needs more than 30 days of physical therapy in a Plan year may use an additional 60 days of Occupational and Speech therapy entitlement up to a maximum of 90 days during the Plan year.

Section (15) – Perfect Attendance Payment

Employees who have accrued no occurrences of absenteeism during the periods of January 1 through June 30 and July 1 through December 31, shall receive a payment of \$200.00, payable August 1 and February 1 respectively.

Article (17) - VACATIONS

Section (1) Employees eligible for a vacation with pay within the current calendar year shall be determined in accordance with the following schedule:

Continuous MTA service as of December 31 of Calendar year for which vacation is selected	Vacation
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), subparagraph (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/her 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/her 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/her 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/her 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/her 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/she first qualifies for a first, second, third, fourth, fifth, or sixth week of vacation after having taken his/her full vacation prior to his/her anniversary date of employment, the MTA shall deduct one week of vacation pay from his/her 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.

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

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

(e) Any employee who is being retired or pensioned, and who has not received his/her vacation, and has worked the required number of days as set forth in this Section, has the option to be paid out his/her given vacation allowance at the time the employee is retired or pensioned.

Section (2) The amount paid to an employee for his/her 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/her vacation pay at the classification that he/she is in at the time his/her 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/her vacation pay an amount determined by the rate of the job he/she 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/her vacation allowance during the current calendar year before entering military service, shall, upon his/her return to duty for a period of thirty (30) work days before scheduling his/her vacation, be eligible for his/her 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/her vacation and has worked the required number of days as set forth in this Section, shall be given his/her 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), subparagraph (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/her 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) 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/she 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.

(a) 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 _____

	7 A.M.-3:30 P.M.	3 P.M.-11:30 P.M.	11 P.M.-7:30 A.M.	6:30 P.M.-3 A.M.
Bush:				
A, B or				
C Mech...	2	2	2	2
Cleaner ...	1	1	1	1
Kirk:				
A, B or				
C Mech...	2	2	2	2
Cleaner ...	1	1	1	1
Eastern:				
A, B or				
C Mech...	2	2	2	2
Cleaner ...	1	1	1	1
Northwest				
A, B or				
C Mech...	2	1	1	2
Cleaner ...	1	1	1	1

(b) 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 two (2) weeks or greater vacation entitlement will be allowed to reserve one week of their vacation to be used one day at a time. Management will establish and implement a procedure whereas employees may request single day vacations and personal leave days by computer on a first come first served basis subject to limits on available days and in line with operational needs. Management will also provide a verifiable alternative in cases where computer access is not available due to technical problems. In December of each calendar year the employee may choose to be paid for any unused vacation days allotment earned but not used, up to the maximum of forty (40) hours.

Section (10) Employees will be provided their vacation pay on their regularly scheduled pay days, without advance. Vacation payments will be made in the same manner (i.e. the same means and the same date) that they received their regular pay.

Article (18) - PENSIONS

Section (1) - 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/her employment with MTA, shall not be entitled to a pension or separation pay under this Article. A Deferred Vested Benefit only may apply.

Section (2) - 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 2392 pay hours per year times the applicable hourly rate of the employee's rightful classification at the time of such service.

Section (3) - Normal Pension Calculation

Pension allowances shall be based on a figure representing the average of the highest three (3) calendar years earnings during the last ten (10) years of service in the employ of the MTA, provided that, effective with retirements on or after July 1, 2016, credited earnings for pension purposes shall not exceed 2,392 hours in any calendar year.

The Normal unreduced monthly pension allowance shall be one twelfth (1/12) of an amount representing 1.7% (.017) of the average obtained above, multiplied by the employee's years of credited service at retirement.

The maximum Normal unreduced monthly pension allowance per year of credited service shall in no event exceed an amount equal to:
\$85 – for employees retiring on or after July 1, 2012 and before July 1, 2013
\$90 – for employees retiring on or after July 1, 2013
\$92 – for employees retiring on or after July 1, 2014 and before July 1, 2015;
\$95 – for employees retiring on or after July 1, 2015 and before July 1, 2016;
Effective July 1, 2016 the fixed-dollar maximum shall be eliminated.

Section (4) - Retirement Savings Program

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

Section (5) - Pension Adjustments

Effective on August 1, 2018 and on August 1, 2019 and on August 1, 2020, and on August 1, 2020 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 current pension amount with any single annual adjustment.

Section (6) - Procedures

(a) 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/her sixty-fifth (65th) birthday must make application not later than the fifteenth (15th) day of the month preceding the start of the pension.

(b) 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.

Section 7 -Pension Eligibility

(a) 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/she 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 \$625 .00 per month.

(b) 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/her 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/her 65th birthday.

(c) 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/her 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 \$200.00, with ten (10) but less than twenty (20) years of continuous service shall be \$360.00 or with twenty (20) or more years of service \$720.00.

(d) 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/her job, the MTA may offer him/her other employment if, in the judgement of the MTA, the extent of the employee's physical or mental disability is such that he/she 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/ her company seniority for pension purposes will continue but he/she will start at the bottom of the seniority list in the group to which he/she 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/she fails to qualify in the probation period, he/she 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/she was in prior to his/her original physical disqualification, he/she shall do so. If the employee's physical condition has not improved and he/she cannot return to his/her former classification, he/she 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/her 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/she was in at time of retirement, MTA has the right to offer him/her employment in such classification and failure of employee to return to work shall result in immediate termination of his/her pension. The UNION may request review of the medical examination findings' in conformity with the provisions of Section (2) and (3) of Article (10).

(e) 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/she retired on the date of his/her death and had he/she duly elected an option under which his/her survivor would receive half his/her reduced allowance upon his/ her 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.

Section (8) - 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 actuarially 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/her 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/her 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.

Option E - LIFE ONLY - NO JOINT PENSIONER - Effective July 1, 2010, employees electing Option D may 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 the "Life Only" Option.

* * *

The retirement allowance reduction factors applicable under the Options 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/she 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/her 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/her application for any reason prior to the date his/her 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.

Section (9) – Severance

(a) 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. For employee newly hired by the MTA on or after May 18, 2013, eligibility for a deferred vested pension is seven (7) or more years of service. For employees newly hired by the MTA on or after July 1, 2016, eligibility for a deferred vested pension is (10) or more years of service.

(b) Lump Sum Payment

As of May 18, 2013, an employee with at least one (1) year of continuous service, but with less than seven (7) years of continuous service or as of May 22, 2016, an employee with at least one (1) year of continuous service, but with less than ten (10) years continuous service, if he/she 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/her retirement or his/her becoming incapacitated, multiplied by the number of years of his/ her 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.

Section (10) – Employee Contribution

Effective July 1, 2019 employees shall contribute three (3) percent of paid earnings up to 2392 hours to the MTA Pension Plan.
Effective July 1, 2020, employees shall contribute four (4) percent of paid earnings, up to 2392 hours to the MTA Pension Plan.

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/her assignment which he/she 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.

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/she must report in Court on the following day, will be given an eight (8) hour off period between the time he/she is through in Court and his/her 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.

An operator who makes a report of an accident near a transit vehicle operated by him/her, 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/her 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/her 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/her regularly scheduled day to work shall receive as a minimum the time of his/her tour of duty; and, should such employee be released before the expiration time of his/her tour of duty, he/she shall report to his/her station and he/ she shall be assigned to his/her 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/she 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.

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.

Section (1) A meal allowance of eight dollars (\$8.00) or meal, will be furnished to an employee in the Non-Operating Department when he/she is required to work continuously more than two (2) hours in addition to working his/her scheduled work hours for the day, either at the beginning or ending of his/her 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 eight dollars (\$8.00) 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 eight dollars (\$8.00) . 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/her regular assignment because he/she is serving on jury duty will be paid the difference between the amount he/she would have earned on his/her regular assignment for that day and the amount he/she 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/she 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 serves jury duty on an assigned day(s) off, and qualifies for the jury duty differential pursuant to this provision, shall be granted an alternative day(s) off during that week.

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/she is serving on jury duty. For the three (3) regularly assigned work days during the week which his/her jury duty forces him/her to miss, he/she shall be paid the difference between eight (8) hours pay at his/her regular straight time hourly rate and the amount he/she received as jury pay. After serving two (2) consecutive weeks of jury duty, the extra Operator will be allowed to select his/her days off. Should his/her selection of days off cause the extra Operator to miss additional time from work he/she shall be paid the difference between eight (8) hours pay at his/her regular straight time rate and the amount he/she 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/she shall report for his/her regular work assignment on such day or days. Additionally, an employee who is called to report for jury selection but is not selected and released from jury duty, must report to his/her direct supervisor or manager as soon as practical for any available assignment of work, provided that such assignment shall not extend beyond the employees regularly scheduled off time.

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 C 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 C transfers into a position which does require such special classified license, the MTA shall reimburse the employee for the cost of an other than Class C license.

An employee must obtain the required medical certificate for a CDL only from an MT A doctor. Should an employee not be medically certified for a CDL, the employee may appeal as per Article 8.

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.

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, specifically, vault pullers, light rail operators, and heavy rail operators. 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. Shoe vouchers shall be valued at a maximum of \$250.00 each year.

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.

Within 90 days of the date of the May 12, 2010 Arbitration Award, a committee will be formed to review the process in which subcontracting is evaluated and/or decided upon. This committee may make recommendations to the appropriate parties; however, the recommendations are not binding, and MTA continues to retain its managerial rights.

The goal of the committee is to identify cost neutral or cost saving methods to bring work in-house. Parties will share all relevant materials to achieve the goal and all parties understand that all the material provided may be confidential and not subject to be shared outside of the committee, except for senior management.

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/her 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/her 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/she 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/she is qualified to perform.

Any operator displaced by any physically limited operator shall be given the opportunity to exercise his/her seniority at his/her Division, or fill the run vacated by such physically limited operator. If such an operator exercises his/her 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/she last held is no longer open, he/she shall "bump-in" as follows:

The operator may "bump-in" at any Division in accordance with his/her seniority. The operator "bumped" by the returning operator may, in turn, "bump" at any Division, in accordance with his/her 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/she 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, August/September, based on finalized school calendar, but no earlier than the 3rd week in August. 4/19/18, 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 ten (10) minutes in a run or runs on a new schedule over the schedule presently in effect, there shall not be a re-pick of runs.

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/her to pull his/her vehicle in, or if an operator is scheduled to pull his/ her vehicle in and MTA directs him/her to be relieved, so as to cause the operator working the run to finish later by more than ten (10) minutes at the location where he/she picked to finish, he/she shall be paid in accordance with Article (31), Section (5) for one week. If he/she 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/she 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.

Union shall be provided with schedules and run breaks for review no later than 10:00am Monday of the week prior the posting of schedules, with completion of the review and all relevant documentation submitted to MTA no later than

11:59pm the Friday of that same week. MTA will review comments, communicate with Union for any clarification, and make revisions the Monday through Wednesday the week of the posting, with the formal posting of schedules, run breaks, and headway sheets occurring by noon Thursday per Section 4, Paragraph 1 of the CBA.

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/her 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. Light Rail, METRO and Mobility picks shall be completed within two (2) days. Should additional time be needed for either pick then it will be adjusted accordingly.

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 employee to pick each day is relieved on the street, he/she will be relieved for the schedule time to pick. If he/she pulls in to the Division, he/she shall pick whenever he/she 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 employees delayed by such operator's picking late. If the operator delaying the pick has not had adequate relief provided, operators delayed by his/her 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/her Division or pick a run on the line on which he/she is working. If there are no more runs open on the line on which he/she 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/her on lines on which he/she 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/she will not be barred from picking a run on that line merely because it interlines with other lines on which he/she 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/her run and has been placed on the Extra List in accordance with his/her seniority, and he/she is in a group of those eligible to select a hold-down, his/her 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. All holiday picks will be done during the appropriate regularly scheduled pick.

This provision shall be adopted on a trial basis and shall remain in effect only so long as the terms of the 2008 – 12 Agreement remain in effect, unless extended by the Parties in writing. This provision will be effective for picks following the issuance of the May 12, 2010 Award.

Section (8) An operator who, at a new pick of runs at the Division to which he/she 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/her an off period of eight (8) hours, he/she 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/she shall be paid for his/her run on regular work days, and on his/her assigned day off he/she 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/she may request other day or days off to replace such day or days off he/she 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, up to four(4) hours 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/her. However, an operator shall not bid a tripper which does not allow him/her eight (8) consecutive hours off duty between the completion of one day's work and the beginning of his/her 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 operators will be subject to change or cancellation depending on the demands for service.

A regular operator who selects a biddable tripper will have a one-time grace period of fourteen (14) calendar days per pick, starting with Sunday and ending on Saturday, to evaluate operator's feasibility of working the biddable trip(s). Once the grace period ends, the biddable tripper will become a permanent part of the operator's work assignment for the remainder of the pick period and thus penalties can be applied for missing said biddable work assignment.

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/her 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.

Section (13) Special Schedules

MTA will create Special Schedules for the following events - New Year's Eve, Fourth of July, Sunday night Ravens games or Orioles games (including post-season games), Artscape (1 Sunday), Maryland State Fair (2 Sundays) and Labor Day. These will be considered Biddable Trippers.

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/her choice in writing or fail to pick at his/her 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/she shall resume the operation of his/her 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/her position in the rotating system as working a "hold-down". However, he/she shall accept for his/her 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/her 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/her 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/her first choice, second choice, and so on. An operator who has left his/her selection of runs with the authorized MTA representative may withdraw his/her 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/her regular straight-time hourly rate of pay, for a period not to exceed four (4) days, for training.

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 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 **85** percent on Sundays and Holidays at each Division. MTA in making no less than **85** 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 a minimum of twelve (12) minutes layover on one trip after three (3) 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.

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. 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/she was supposed to begin his/her meal break, he/she will be paid as follows:

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

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

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

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

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

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

(f) If he/she has less than thirty (30) minutes left on his/her meal break and takes the full thirty (30) minutes, thus failing to relieve on time at the end of his/her break, he/she 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 in 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 operator 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/her run and an emergency occurs, causing a break in service, such operator shall be assigned his/her run, but may be started out in advance of his/her regular starting time to fill in the break in service and shall thereafter be adjusted to his/her schedule. The time operated in advance of schedule shall be at time and one-half.

If an operator is not relieved at a scheduled relief point, they should continue to the end of the terminus. If not relieved at the end of the terminus,

they should continue to the end of the return terminus. If not relieved at that point, they shall have the option to return to base.

Section (4) If, for any reason, a regular operator fails to report to operate his/her 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 ten (10) minutes (that is, the run starts ten (10) minutes before the scheduled starting time), or the completion thereof is set back ten (10) minutes (that is, the run finishes ten (10) 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 ten (10) minutes before scheduled starting time or is set back more than ten (10) 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 re-pick 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 re-pick 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/her regular reporting time and MTA elects not to operate a run, the operator may be assigned other work. However, at MTA's discretion he may be used for special work for one time within a pick; or if an emergency arises and no extra operator is available, he may be assigned to revenue or instructional work. Operator will not be paid less than that of the operator's regular run. 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/her regular reporting time and he/she has started his/her assignment outside the division and MTA

elects not to complete his/her assignment and uses operator for other work he/she will be paid for such work, and will not be paid less than what he/she would have received if he/she had completed his/her run. If the work or run assigned to him compels him to work past the quitting time of the run not worked, he/she shall be paid time and one-half for all time worked past the quitting time.

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 one (1) hour 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/she is qualified on the type of vehicle to which he/she is assigned, for his/her regular established rate. Such operator will be paid for his/her regular assignment, or whichever is greater. If the work or run assigned to him/her compels him/her to start before the starting time or work past the quitting time of his/her regular assignment, he/she 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/her 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/her follower and takes the follower's vehicle into the Division, he/she 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/her scheduled quitting time, and he/she shall receive the established rate for all time consumed in excess of his/her 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/she shall be paid the established rate for the time in excess of his/her scheduled quitting time. If such operator is required to wait for an exchange from the Shops Department, he/she will be paid in conformity with the first paragraph of this Section. If exchange occurs on another street, he/she 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/her 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/her week's compensation shall be reduced by eight (8) hours for each day that he/she --

- (a) Fails to report or to accept and complete all work assignments;

- (b) Is absent from work any day other than his/her 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 hereof on any day shall be considered as having qualified if on such day his/her 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/she fails to qualify, he/she shall be paid for such time only and it shall not be applied against his/her 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/she shall not be compensated.

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

If an operator reports for a second show-up period and is later assigned to a run, he/she 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/she shall be paid for all such work as provided for in Article 43 -- "Non Platform Work--Operators", and his/her 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/her seniority. The position assigned each operator within subdivisions (a), (aa), (f), (h) and (i) above shall be in accordance with his/her numerical sequence of the previous day.

When an operator registers his/her name in day off book, and on mark up would fall for a run, he/she must know the first part of run to qualify or he/she 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/she 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/she 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/her 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/her at least eight (8) hours, measuring from the beginning time of his/her assigned run and terminating before the ending

time thereof, he/she shall receive only the pay of his/her 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/her 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/her assignment, he/she 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/she has first shown up, be released for the day, if no work is anticipated as being available for him/her during the balance of the day.

Such release, however, shall not be made of any extra operator if his/her position for work on the Extra List at the time is not greater than the number of extra operators 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/she, 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/her day off, or is working outside of his/her 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/her run and catches a late straight, he/she 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/her 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/her Home Division and works a run for a foreign Division, he/she will be allowed only one (1) hour travel time.

(b) Whenever an Operator pulls out of his/her home Division and works a scheduled tripper for a foreign Division, he/she 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/her "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;

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.

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

If an operator, at the time he/she is given an assignment, does not request relief, but after starting his/her 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/her trip to his/her scheduled terminus and then may operate the vehicle to the Division and settle his/her accounts for the day.

(d) However, an operator who shows up for the first time and catches a full run within one (1) hour or less of his/her 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 - Operators and non-operators will receive time and one-half compensation if the employee works more than eight (8) hours in a 24-hour day or more than 40 hours in the 168-hour employee regular work week. Overtime compensation will only be paid on hours worked.

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. However, operators who have not completed their assignment or eight (8) hours of work are still eligible for overtime assignments if the need arises for MTA. When two (2) or more types of premium compensation are applicable to the same hours of work, only the higher rate of compensation shall be paid. There shall be no pyramiding or duplication of such premium or overtime compensation.

An employee shall not be disqualified for the receipt of premium pay for contractually authorized Article 28 Joint Scheduling Committee or any other joint work authorized by the MTA.

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, 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 operator, 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/her 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 operator 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 operator,

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. Effective July 1, 2010 the operators shall be paid one dollar (\$1.00).

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/she 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/her 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/her 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/she 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/her compels him/her to work past the quitting time of the run not operated as above, he/she shall be paid time and one-half for all time past such quitting time. If the run he/she is operating compels him/her to work past quitting time of such run not operated as above, he/she 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/her Division to travel between his/her 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/she 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/her assigned run to work a run with less pay time shall be paid the time called for on his/her assigned run, and all time worked past the quitting time of his/her 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 at the rate of sixty-five (65) cents for every call.

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. 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/she 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/her 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/her 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/her assignment for the following day may be removed from his/her current day's assignment so that a period of eight (8) hours may elapse before he/she 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 as 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:

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/she 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/her 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/her destination signs for the relief point and, if

not relieved, may operate the vehicle from the relief point to the Division.

(a) 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/she 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/her 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/her destination signs for the relief point and if not relieved may operate the vehicle from the relief point to the Division.

(b) 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

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/her own run but is still able to make all trips, will be paid for full run. An operator who misses out and catches his/her 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/she could report in person within one (1) hour of his/her 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/she is needed he/she shall be paid for all time held or worked, beginning with the time he/she 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/her 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/she reports in person he/she will not be paid for the first two hours of Show-up. However, if he/she is released after showing up in person, and given a later Show-up he/she 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/she 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 operator 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/she shall be paid for time held and worked. If either alternative is adopted, the operator will not be eligible to work on his/her 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/she shall be paid for time held and worked.

Section (6) If such miss-out occurs after his/her days off in the current week he/she will be ineligible to work on his/her 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/her name, thereby indicating his/her desire to work on his/her day or days off, or before or after his/her 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/her 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/she 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/she has not missed or failed to complete his/her 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/her turn and he/she 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 subparagraph (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/she would be if such assignment were during his/her regular work week. Should an operator be assigned as herein outlined and refuse to accept such assignment, he/she 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/her Division Manager a letter of intent signed by him/her and the operator with whom he/she 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 --- Third Monday in January
President's Day --- Third Monday in February
Memorial Day --- Last Monday of May
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/her 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/she 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/she 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/her 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/she is still qualified to work as an operator, he/she shall be paid in accordance with the following:

(a) If the work is classified at a higher rate of pay than platform work, he/she 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/she shall be entitled to his/her 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/her 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/she would have received on his/her regular assignment.

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

Section (3) An operator who, on his/her 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/she is assigned. An operator, on his/her assigned day to work, working as a Division Secretary, a Starter, or Dispatcher, shall be paid the rate of the job to which he/she is assigned.

An operator who reports for his/her 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/her 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/she 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) -- SPECIAL SERVICE WORK

Section (1) All special service 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 special service job exceeding six (6) hours. However, operators requested on special service jobs on their days off must trade days off to be eligible.

(b) Operators on their day off who, at the time the special service is ordered, are requested to operate a special service job of six (6) hours or less to the Colt/Ravens 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 special service 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 operators 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 special service job work.

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

(c) Extra operators to be marked up in accordance with Article (33) for special service jobs expected to consume more than six (6) hours. Special service 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 special service 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 Special Service Jobs

(a) An extra operator marked up to operate a special service job of more than six (6) hours, or showing up and being assigned to a special service job of more than six (6) hours, shall be paid at his/her regular straight-time hourly rate for eight (8) hours. A special service 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/she shall be paid eight (8) hours pay at straight time. When the elapsed time is over ten (10) hours he/she 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 special service job and who does not work any part of his/her run shall be paid in conformity with the provisions of paragraph (a) above, but not less than the amount he/she would have earned on his/her regular run. If such an operator works part of his/her run and a special service job, he/she shall not be paid less than the time he/she would have earned on the run. Any work other than special service 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/her regular run, to operate trippers or to other duties, and any work other than special service 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 special service job work.

An operator who starts his/her assignment in revenue service and finishes his/her assignment in special service. will not be paid spread time; however, an operator who starts his/her assignment in special 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/her assigned day to work, is taken off a run and assigned to operate a special service job, the run shall be assigned to an Extra Operator.

(e) MTA reserves the right, at its discretion, to split special service 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 special service 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 special service job, other than a request job, an extra operator will be paid as follows:

(1) In the case of cancellation of any special service job before the operator leaves to start the special service assignment, then the operator will not receive any pay for the special service job but will retain his/her rotating position on the extra list.

(2) If a special service 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 special service assignment, he/she will be paid for all time worked with a minimum of two (2) hours.

(3) If a special service 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 special service assignment, he/she will be paid only actual time consumed.

(4) If a special service job of more than six (6) hours is canceled after the operator leaves to start his/her special service assignment, he/she will be paid a minimum of eight (8) hours; however, he/she may be used for any work within the eight (8) hour period for which he/she 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 special service 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/her regular run. Spread time will not apply.

Such a special service 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) Special Service Jobs of Unusual Circumstances, such as Naval Academy Football Jobs.

I. Operators assigned to operate special service 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/her day off shall be paid a minimum of four (4) hours at one and one-half times his/her straight-time hourly rate; however, such operator may be assigned to continue to operate a special service job, a tripper or to perform other duties.

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

II. Operators assigned to operate special service 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/her day off shall be paid a minimum of six (6) hours at one and one-half times his/her straight-time hourly rate; however, such operator may be assigned to continue to operate a special service job, a tripper, or to perform other duties.

(b) An operator, before or after his/her regular assignment shall be paid a minimum of six (6) hours at one and one-half times his/her straight-time hourly rate; however, such operator may be assigned to continue to operate a special service job, a tripper, or to perform other duties.

(c) Operators who are instructed to report for special service 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 special service job shall be governed by Article (36), Section (2), from time of release on the special service job to the beginning of the next day's assignment.

IV. Special service jobs of more than one day's duration. An Operator assigned to a special service job of more than one day's duration shall be paid at his/her established rate as follows:

(a) On the day driving to the point of destination he/she shall be paid eight (8) hours at his/her established rate.

(b) On the day or days laying over at the destination point he/she shall be paid eight (8) hours at his/her established rate, even though he/she may take the party on a sight-seeing or other type of trip.

(c) On the day he/she returns he/she shall be paid eight (8) hours at his/her established rate.

Meals and lodgings shall be provided for such special service 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/her 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 special service 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 and safety violations will not be used for disciplinary action 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 not be used for disciplinary action after a lapse of time of two (2) years.

All other violations of MTA policies, procedures and/or applicable laws not mentioned above will not be used for disciplinary action after a lapse of time of two (2) years.

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 the probationary period safety matters and violations of Federal and State law 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) On a contract year basis and thereafter, each operator who has completed probation will be reimbursed for 70% (effective July 1, 2010 operators will be reimbursed at 100%) 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:

\$350.00 effective with the July 1, 2012 contract year.

Article (47) -- PART TIME OPERATORS

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 - \$ 5,000 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.

(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 change-out. 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. 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) 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 (1a) Medical, Surgical and Hospitalization Benefits of Article 16 - WELFARE. This plan will provide a “coordination of benefits” clause.

Part time employees are eligible for self-medical coverage under the same terms and condition as full time employees.

(n) 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) 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/her regular duties, through no fault of his/her own, by reason of injury intentionally inflicted upon him/her and arising out of or in the course of his/her 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/she 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/her 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) 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) 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, in accordance 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/her 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

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/her regular duties, through no fault of his/her own, by reason of injury intentionally inflicted upon him/her and arising out of or in the course of his/her 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/she 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/her 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/her 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 date of qualification will determine Departmental/Classification seniority. Departmental/Classification Seniority shall be used to determine the award of open positions.

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.

The operators on the extra dispatcher/starter and secretary list shall be permitted to remain on the extra list if they so choose after declining a full-time position. said operator will remain on the extra list until they either accept another position or until they decline a second available full-time position. Their departmental/classification seniority will commence upon their selection of a full-time position.

(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,

1. If no one from #1 or #2 above is available, or if vacancy is not known by 2 P.M. the preceding day –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, or before or after the run at his/her 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) Any Money Runner who requests to work on those days for which overtime assignments are available, must have his/her name in the request to work book no later than the close of revenue on the day prior to such requested work

(d) The job of Vault Puller shall come under the provisions for spread-time penalty described in Article (25), Section (3).

(e) Vacancies occurring in these classifications shall be posted for bid in the Operating Department. If no qualified bids are received, then the position shall be open to Non-Operating Department.

(e) Candidates qualifying for the eligibility list shall be given on-the-job and classroom training in money runner duties.

Section (7) Starters, Dispatchers, and Transportation Porters will be permitted to take vacations at any time with the approval of the MTA based on operational needs, provided the request for vacation time is made with at least two (2) weeks notice to the MTA.

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.

Section (9) Assignment of Transportation Porters - Whenever a permanent vacancy occurs between annual picks, existing employees in the classification in Bus Transportation will be entitled to move up for shift and days off; then the remaining open position shall be posted and awarded to the senior qualified bidder.

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.

Note: Group 5A is a totally separate Group from Group 5. Seniority for employees in Group 5 does not extend to Group 5A for the purpose of exercising seniority for PICKS; move-ups; bidding vacations, leave, etc. Likewise, seniority in Group 5A does not extend to Group 5 for the above-mentioned seniority rights.

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 Air Conditioning Shop

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 #5A – VEHICLE RECOVERY

"Technicians"
A - Repairman
B - Repairman
C - Repairman
Cleaners

Group #6-FACILITIES MAINTENANCE

Mechanical Services
Maintenance of Way
Grounds
Janitors
C-Repairmen
Jack and Hoist Repair
Sign Truck Repair and Replacement
Base Maintainers
Access Control

Group #7 – SYSTEM MAINTENANCE

Communications & Radio
Repair
Signals
Traction Power
Electronic Shop
SCADA (computer)

Group #8 – RAIL CAR MAINTENANCE

Truck Repairs
Body Repairs
Unit Rebuild & Replacement
Propulsion & Braking
Servicing
Inspection
Cleaning
Machine Shop
Electronic Shop

Group #9- LIGHT RAIL RAILCAR MAINTENANCE

Truck Repairs
Body Repairs
Unit Rebuild & Replacement
Propulsion & Braking
Servicing
Inspection
Cleaning
Machine Shop
Electronic Shop

Group #10 – LIGHT RAIL MAINTENANCE

Signals
Traction Power
Catenary
Electronic Shop

Group #11 – TREASURY

Fare Collection Equipment
Electronic Shop

It is understood that when there is not sufficient work to perform, management reserves the right to assign other work to the employee.

Article (50)

FILLING OF VACANCIES AND AWARDING POSITIONS

Section (1)

(a) When a vacancy occurs in any group in the Non-Operating Department, a notice of vacancy will be posted within ten (10) days on all Bulletin Boards. This notice shall state the classification, group, job, duties, and qualifications.

The successful bidder and effective date will be announced in an Award Bulletin within 45 days after the application closing date.

(b) Vacancies will be posted from Wednesday through Tuesday for a period of seven (7) working days. Employees eligible to bid for a vacancy will be those employees as follows:

Group #1 - Store Room

Receiving and Shipping Clerks
Store Room Attendant

Bidding Procedure:

Open jobs will be filled on a move up basis: The open job to be advertised to the A, B and C employees in all Groups and be awarded to the senior qualified bidder.

Group #2 - Automotive

Shops

Engine and Unit Rebuilding
Semi-Engine Overhaul
Brake and Axle Overhaul Unit
Replacement
Battery and Radiator Room
Machine Shop
Air Conditioning
Shop Cleaners

Bidding Procedure:

"A" Repairman jobs shall be first advertised to Group 2 "A" Repairman in other workshops of Group 2. The senior qualified bidder from Group 2 will receive the job based on seniority in the Non-Operating Department.

For a period of one year from the time a successful bidder first enters Group 2, the successful bidder will be on the bottom of the seniority list until completion of one year of Group 2 service for job openings subsequent to entry into Group 2.

If a vacancy remains in Group 2 after being advertised to Group 2 "A" Repairman, the position shall then be advertised to A, B and C in Group #5 and C employees in Group #2 and Group #3.

Group #3 - Bus Body

Bus Body Repair

Fare Box and Air Unit

Money Machines

Blacksmith Shop Sheet

Metal Shop

Woodwork and Mill

Glass Shop

Upholstery

Paint Shop

Sign Shop

Cleaners

Bidding Procedure:

“A”-- Jobs to be advertised to A, B and C employees in Group #5 and to B and C employees in Group #2 and Group #3.

“B”-- Jobs to be advertised to B and C employees in Group #5 and C employees in Group #2 and Group #3. The senior qualified bidder will be awarded the job.

Group #4 - Truck Shop

Truck and Passenger

Auto Repair

Bidding Procedure:

Open A jobs to be advertised first to the B and C employees in Group #4, then to A, B, and C, jobs in Group 5, and C men in groups 2 and 3 and then to the A, B and C employees in all other Groups. The senior qualified bidder will be awarded the job.

Group #5 Bus Division

A-Repairmen

B-Repairmen

C-Repairmen

Cleaners

Bidding Procedure:

If a vacancy occurs at a Bus Division between Annual Picks; first, the remaining employees in the classification at the Bus Division on the Seniority List below the vacancy will be entitled to a move-up for shift and days off; then the remaining open position shall be posted and awarded to the senior qualified bidder from a lower classification in the Group.

Group #5A – Vehicle Recovery

"Technicians"

A - Repairman

B - Repairman

C - Repairman

Cleaners

Bidding Procedures:

If a vacancy occurs in the Vehicle Recovery Department between Annual PICKS:

- First , the remaining employees in the classification in the Vehicle Recovery Department on the Seniority List below the vacancy will be entitled to a "move-up" for shift and days off;
- Then, the remaining open position shall be posted and awarded to the senior qualified bidder as follows:
 - First, jobs to be advertised and awarded to qualified Group 5 employee(s).
 - Then, jobs to be advertised and awarded to qualified Non-Operating Department
 - Then, jobs to be advertised and awarded to qualified employee(s)

Group #6 - Facilities

Maintenance

Mechanical Services

Maintenance of Way

Grounds

Janitors

C-Repairmen

Maintenance of Way

Jack and Hoist Repair

Base Maintainers

Sign Truck Repair and Replacement

Bidding Procedure:

Open "A" jobs to be adjusted among the A employees of Group #6. The

“A” job that is left open to be advertised to the “B” and Laborers in Group #6. The “B” job that is left open to be advertised to the “C” Repairmen and Laborers in Group #6. After the adjusting and bidding within this Group is completed, open jobs will be advertised to all other Groups.

Group #7 - Systems Maintenance

Communication & Radio Repair

Signals

Traction Power

Electronic Shop

SCADA (computer)

Bidding Procedure:

Vacancies for Technician will be open to the “A” Repairmen in Group #7; if no qualified bids, then the job will be advertised to the Technicians, “A”, “B”, “C” Repairmen, and Laborers in the Non-Operating Department.

Vacancies for “A” Repairmen will be open to the “B” Repairmen in Group #7; if no qualified bids, then the job will be advertised to “A”, “B”, “C” Repairmen, and Laborers in the Non-Operating Department.

Newly created “B” Repairmen positions will be opened to the “A”, “B”, “C” Repairmen, and Laborers in the Non-Operating Department. Vacancies in established “B” Repairmen positions will be opened to the “B” and “C” Repairmen, and Laborers in the Non-Operating Department.

Group #8 - Rail Car Maintenance

Truck Repairs

Body Repairs

Unit Rebuild & Replacement

Propulsion & Braking

Servicing

Inspection

Cleaning

Machine Shop

Electronic Shop

Bidding Procedure:

Vacancies for Technician will be open to the “A” Repairmen in Group #8; if no qualified bids, then the job will be advertised to the Technicians, “A”, “B”, “C” Repairmen and Laborers in the Non-Operating Department.

Vacancies for “A” Repairmen will be open to the “B” Repairmen in Group #8; if no qualified bids, then the job will be advertised to the “A”, “B”, “C”

Repairmen, and Laborers in the Non-Operating Department.

Newly created “B” Repairmen position will be opened to the “A”, “B”, “C” Repairmen, and Laborers in the Non-Operating Department. Vacancies in established “B” Repairmen positions will be opened to the “B” and “C” Repairmen, and Laborers in the Non-Operating Department.

Group #9 - Light Rail Railcar Maintenance

Truck Repairs
Body Repairs
Unit Rebuild & Replacement
Propulsion & Braking
Servicing
Inspection
Cleaning
Machine Shop
Electronic Shop

Bidding Procedure:

Vacancies for Technician will be open to the “A” Repairmen in Group #9; if no qualified bids, then the job will be advertised to the Technicians, “A”, “B”, “C” Repairmen and Laborers in the Non-Operating Department.

Vacancies for “A” Repairman will be open to the “B” Repairmen in Group #9; if no qualified bids, then the job will be advertised to the “A”, “B”, “C” Repairmen, and Laborers in the Non-Operating Department.

Vacancies for “B” Repairman will be open to the “A”, “B”, “C” Repairmen, and Laborers in the Non-Operating Department.

Group #10 - Light Rail Systems Maintenance

Signals
Traction Power
Catenary
Electronic Shop

Bidding Procedure:

Vacancies for Technician will be open to “A” Repairmen in Group #10; if no qualified bids, then the job will be advertised to the Technicians, “A”, “B”, “C” Repairmen, and Laborers in the Non-Operating Department.

Vacancies for “A” Repairman will be open to the “B” Repairmen in Group #10; if no qualified bids, then the job will be advertised to the “A”, “B”,

“C” Repairmen, and Laborers in the Non-Operating Department.

Vacancies for “B” Repairman will be open to the “A”, “B”, “C” Repairmen, and Laborers in the Non-Operating Department.

All “C” jobs to be advertised to “C” repairmen, cleaners, laborers and janitors.

All main shop cleaners and main office janitors to be filled from the bus cleaners.

Group #11 - Treasury

Fare Collection Equipment
Electronic Shop

Bidding Procedure:

Vacancies for Electronic Technician will be open to the “A” Repairmen in Group #11; if no qualified bids, then the job will be advertised to the Technicians, “A”, “B”, and “C” Repairmen, in the Non-Operating Department.

Vacancies for “A” Repairmen will be open to the “B” Repairmen in Group #11; if no qualified bids, then the job will be advertised to “A”, “B”, and “C” Repairmen in the Non-Operating Department.

Newly created “B” Repairmen positions will be opened to the “A”, “B”, “C” Repairmen, and Laborers in the Non-Operating Department. Vacancies in established “B” Repairmen positions will be opened to the “B” and “C” Repairmen, and Laborers in the Non-Operating Department.

Section (2)

- (a) A member who voluntarily reduces himself/herself to a lower classification after completion of his/her qualification period, will be penalized from bidding up for a period of one (1) year. This does not include a member who is reduced in classification by MTA action due to physical reasons.
- (b) Application for an open position must be made in writing on a form provided for this purpose, the applicant stating his/her qualifications to his/her immediate Supervisor. The vacancy will be awarded to the qualified applicant with the greater Non-Operating Department seniority.
- (c) Whenever a successful bidder for a vacancy in the Non-Operating Department disqualifies himself/herself before he/she is moved into the

awarded position or within three (3) months after the date on which he/she moved into the awarded position, the vacancy will then be awarded to the next qualified bidder on the list. This procedure will be followed until the vacancy is filled or the last of qualified bidders is exhausted.

(d) Whenever an employee makes application for a pension and takes a subsequent vacation that will terminate with the commencement of his/her pension, a vacancy may be declared in his/her position and posted immediately at the start of his/her vacation period. However, the filling of the position by the successful qualified bidder will not be affected prior to the date upon which the departing employee's retirement commences.

(e) A vacant or new position not filled by the bidding procedures set forth in Section (1) of this Article shall be posted to the entire Non-Operating Department and shall be awarded to the senior qualified bidder. If such qualified employees are not available within the Non-Operating Department, the vacant or new position shall be posted within the Operating Department before new persons are hired and shall be awarded to the senior qualified bidder who has completed his/her probationary period.

(1) Any employee of the Operating Department who has completed his/her probationary period, desiring to transfer to an entry level position of Cleaner "A" or Cleaner "B" in the Non-Operating Department, or any employee of the Non-Operating Department who has completed his/her probationary period, desiring to transfer to the position of Operator in the Operating Department, will register his/her application with the Personnel Department. Such applications will be filed chronologically, and assignment will be made thereafter by order of application without regard to seniority.

(2) A successful qualified Operating Department employee, bidding into the Non-Operating Department, or a successful qualified Non-Operating Department employee bidding into the Operating Department, will retain full MTA seniority for purposes of pension and length of vacation; however, the seniority for purposes of picking assignments, bidding into vacant or new positions and selection of vacation will start from the date of inter-departmental transfer.

(3) An employee transferring from the Non-Operating Department to the position of Operator in the Operating Department must qualify, as any new employee, with respect to testing, driving record, and physical examination, and will be paid, during training period, at the hourly rate received in the Non-Operating Department position from which employee is transferring, but not in excess of the top hourly rate for an Operator. Upon completion of the training period and qualification as an Operator, such employee and employees transferring from the Operating Department to the

Non-Operating Department shall be paid in conformity with the provisions of Article (62), Section (5).

(4) An employee effecting an inter-departmental transfer shall have a 90-day probationary period, during which he/she may voluntarily return, or be disqualified and return, to his/her former position in the Department from which he/she transferred, without loss of seniority. Any employee effecting an inter-departmental transfer, including those who are disqualified or voluntarily return to their former position in the 90-day probationary period, will be precluded from again effecting an inter-departmental transfer for a period of two years, dating from the date of initial inter-departmental transfer.

(5) Any employee effecting an inter-departmental transfer (operating to non-operating or vice-versa) shall be precluded from any other inter-departmental transfer for a period of one (1) year.

(f) When a vacant or new position is posted for Leadperson, it shall be posted first to the A-Repairmen and Technicians and other classifications in the Group where the vacancy exists; then, if no qualified bids are received, posted to the A-Repairmen and Technicians and other classifications in the groups.

(g) When a job is awarded under the bidding procedures set forth in Section (l) of this Article, the successful bidder will be given up to ninety (90) days to demonstrate his/her qualifications for the permanent assignment to the job so awarded. However, such successful bidder may be removed by MTA at any time during such ninety (90) day qualification period when it is determined that he/she has not made sufficient progress, and he/she may be returned by MTA to his/her former position, or he/she may voluntarily, within the first ninety (90) days of his/her qualification period, return thereto if he/she desires, without loss of Seniority. No employee will be allowed to bid into another position while still in the qualifying period for a previous bid. The qualifying period for employees requiring formal instruction will begin at the completion of the formal instruction period. This provision applies to Class "A", Class "B", Class "C" and cleaners. The UNION would not be precluded under this Sub-Section from filing a grievance as provided in this Contract, should a question be raised as to whether such successful bidder has been given a reasonable opportunity to prove his/her qualifications.

(h) An employee in the shop department may not bid across in his/her own Group.

(i) After the procedures set forth herein above are exhausted, any remaining vacancy shall be posted for bid bargaining unit wide before the MTA hires

from the outside. The position shall be awarded to the senior qualified bidder.

(j) In the event vacancies become available between picks, they shall be posted and bid in accordance with the procedures of Article (50), Section (2) herein.

Section (3)

MTA reserves the right to waive all or part of any hiring progression adjustments for any Technician or "A" Repairman job, provided that all incumbents in the specific job are brought up to the wage level of the individual for whom the waiver is effective, without prejudice to future application of the progression.

Article (51)

SENIORITY FOR NON-OPERATING DEPARTMENT EMPLOYEES

Seniority of all Non-Operating employees will be computed on the following basis: (1) Non-Operating Department, (2) MTA.

Section (1) (a) Non-Operating Department seniority of an employee, respectively, dates from his/her first day of work in a permanent assignment to a regular position in the Non-Operating Department.

Section (2) MTA and the UNION by mutual agreement from time to time may designate certain pieces of work to be held for employees having limited physical qualifications.

Such an employee shall be given the opportunity to pick in any Group in the Department for such designated work as he/she is qualified to perform.

Any employee or employees displaced by any such physically limited employee shall be given the opportunity to exercise their seniority in the Non-Operating Department in accordance with the procedures outlined in Article (14).

Article (52) -- WORK ASSIGNMENTS AND TRANSFERS

Section (1)

(a) The days and hours of work at the Division at which work is to be performed, and the choice of days off, shall be determined by an Annual Pick as soon as possible after January 1, of each calendar year, in accordance with Department seniority in the classification within the Group.

MTA will schedule jobs, on a system basis, at each Annual Pick so that at

least fifty-five (55) percent of the employees will receive either Saturday and Sunday or Sunday and Monday off.

(b) Wherever a pick is held (whether annual or otherwise), at the time the job sheets are posted, MTA shall also post a seniority sheet and a sheet showing a designated time for each employee to pick. Picking shall be scheduled to start at the beginning of the day shift. The job sheet, seniority sheet, and the sheet showing the designated time for the employees to pick shall be posted at all Divisions by 12:00 Noon on Wednesday, pick starting on the following Monday, and to be completed within three days. Such pick shall be put into effect the following Sunday. All picks, regardless of the time of the year, shall be put into effect on Sunday. When a pick is held in the Shop Department and employees change shifts, there will be no lost time as is presently being worked. Failure to post all sheets at the designated time, that is (12:00 Noon Wednesday), will be sufficient cause to postpone pick for one week.

(c) Employees on duty at the time the pick is in progress will be given an opportunity to examine the job sheets and make their selections accordingly. Those employees who may be off duty or on their day off, may either appear at a Division in person to make their selection at their designated time or may leave selections with their foreman on a form provided by MTA for this purpose. Any employee failing to appear at designated time, or failing to leave selections with their foreman shall have a job picked for him/her by the authorized UNION representative who will assist in conducting the pick. MTA shall have a UNION representative on all picks, said representative to be selected by the UNION.

In the course of Job Picks, a waiting period of five (5) minutes will be allowed, if employee is not present at scheduled time. (This is not intended to mean employees will have a five (5) minute pick period).

Section (2)

(a) An employee awarded a job by the bidding procedure, which established his/her shift and days off, will be given work assignments by MTA within the Group into which the employee bids.

(b) An employee who is used on work of a type different from that which he/she normally performs, will not be disqualified except on the basis of his/her performance on the job which he/she normally performs.

Section (3)

Temporary transfer of an employee from one Group to another Group may be made by MTA as follows:

(a) If the shift and days off of an employee are not affected by such

transfer, any employee may be transferred in reverse seniority order.

(b) If the shift and days off of an employee are affected by such transfer, the qualified employee with the least Department seniority in the classification within the Group from which the employee is to be transferred, will be transferred.

(c) At any time an employee's shift and days off are affected by any such temporary transfer, he/she shall be paid as provided in Section (6) of this Article.

Section (4) Should MTA find it necessary to temporarily fill a vacancy in a Group, the employees within the Group in the next lower classification in the Group shall be given first consideration for temporarily filling such vacancy. Should the employees in the next lower classification in the Group not be given the opportunity to fill the vacant position, and should an employee be transferred into the position from another Group, then the senior employee in the next lower classification in the Group into which the employee was temporarily transferred to fill such vacancy, shall be paid, during the temporary filling of such vacancy, the rate paid to the employee who has been temporarily transferred into the vacant position. No other employees shall be paid any additional rate as a result of such temporary filling of a vacancy.

Section (5) Should it become necessary for MTA to reschedule the work assignments, a re-pick of such work assignments will be held, and be limited to the employees in that Division in the classification affected. The UNION shall be notified two (2) weeks in advance of the contemplated effective date of any change in a work schedule. The provisions set forth in Sections (1) and (5) of this Article are applicable only to employees in the Bus Division Non-Operating Group. However, MTA shall have the right to reassign any maintenance employee for up to ten days to participate in a formal training program without penalty.

Section (6) MTA shall have the right to temporarily change (up to fifteen (15) work days) the shift and days off of any employee. When such change is made, the employee affected thereby shall be paid one and one-half times his/her regular straight-time hourly rate for:

- (a) All work performed on the first day of assignment to the new shift;
- (b) All work performed on the days off of his/her regular shift;
- (c) All work performed on the first day of return to his/her regular shift or days off.

Section (7) When MTA transfers work from one Group to another Group, the employees will be transferred with the work from one Group to the other Group and, when so transferred, will retain their seniority.

Section (8) When it becomes necessary to supplement forces in one Group and reduce forces in another Group, the qualified employees in the Group to be reduced will be given the opportunity of transferring to the Group where forces are to be supplemented. The senior employee in each Classification in the Group to be reduced will be given the first opportunity to elect to transfer, and this procedure will continue until all employees in the Classification in the Group have had the same opportunity; and, if a sufficient number of senior employees do not elect to be transferred, then the junior employees will be transferred. When such transfer takes place, the employees involved will retain their seniority.

Section (9) For safety reasons the MTA may limit the number of consecutive hours worked by an individual employee to 16 hours with 8 hours off.

Article (53)

JOB CLASSIFICATION --NON-OPERATING DEPARTMENT

It is understood that MTA may assign employees of a higher classification to perform work of a lower classification without loss of pay; however, such assignments shall be made only on the basis of necessity, shall be of temporary duration, shall be rotated among the employees at the particular location in the job classification next higher in the pay scale to that of the job classification to which the temporary assignment is made, and shall not include the cleaning of toilets or other janitor work in the particular location.

The following job classification shall apply to Groups 2, 3, 4, 5, 6 and 11.

“A” Repairman -- Must be qualified to inspect, make repairs, both major and minor, to a motor coach and all its units, and to diagnose existing problems for correction; operate emergency trucks, and handle situations involving interference with MTA operations; or being qualified in the overhauling of vehicles or components, or other devices, as necessary, and shall overhaul and/or weld and/or perform machine services and/or metal spray and/or replace units, as required; or being qualified to inspect, make any and all repairs to a vehicle body and/or its components including applying all finished color coats of paint on vehicles; or being qualified to perform sign painting, lettering, applying decals, silk screening and piecing together of scroll destination signs; rebuilding and reupholstering of seats, farebox and money counting machine repairs; and perform other jobs

of a related nature as may be required, or being qualified to perform the Building Maintenance functions associated with the jobs of electrician, plumber, carpenter, painter, sewer repairman, gardener, mason, or others as may be required, operating and maintaining heating plants and other related equipment; and being qualified to inspect, replace, repair, maintain, diagnose and correct conditions and perform other jobs of a similar nature as may be required, with the aid of minimal supervision.

“B” Repairman -- Must be qualified to make repairs or perform inspections, as directed; or being qualified to overhaul, disassemble units, test and check parts, shift vehicles and run errands; or being qualified to perform the Building Maintenance functions associated with the jobs of electrician, plumber, carpenter, painter, sewer repairman, gardener, mason, or others as may be required; to perform all of these duties and other jobs of a similar nature as may be required with the aid of supervision when necessary; prepare coach bodies prior to painting, minor reconditioning, including small damage jobs and work of a similar nature, replacement of units and parts on vehicles after painting, repairing and laying of floor coverings and dismantling units, etc.; farebox and money counting machine repairs, and other jobs of a related nature as may be required. As second person of a two-person crew composed of one “A” mechanic and “B” mechanic, making minor repairs to equipment seats; driving trucks when cleaning and re-stocking comfort stations; cleaning waiting stations; collecting and disposing of trash from divisions and other locations; shall be considered a trainee for “A” classification. “B” Repairman making service calls will not be required to make major diagnosis.

“C” Repairman -- An employee who will shift, fuel and/or water, wash, inspect visually and lubricate vehicles as required; or perform duties as a sander, parts and materials handler and cleaner (including steam cleaning); operation of tractor and fork lift truck, attending tool room, marking of units, application of rust preventives on finished units, removing parts and units from vehicles, cleaning vehicles after painting; or other jobs of a similar nature, as may be required.

“A” Cleaner -- Shall engage in washing, sweeping and all other vehicle cleaning operations (except steam cleaning); observing the condition of bus seats, closing windows and reporting windows that are inoperative; cleaning offices, locker rooms, toilets, shop buildings and all other cleaning operations of a similar nature; running errands; must have automobile operator’s license; perform other duties of a similar nature as may be required. An “A” cleaner will be a hostler in all facilities.

“B” Cleaner -- Shall engage only in sweeping and cleaning interiors of coaches and cleaning windows of coaches and will not be required to drive.

Main Office Janitors -- Employees engaged in cleaning offices, locker rooms, toilets, and all other cleaning operations of a similar nature, running errands and other tasks of a similar nature.

Disabled Buses -- When a bus is disabled on the street and requires that the passengers be transferred to another vehicle, work on such disabled bus will be performed by qualified employees in the Non-Operating Department.

Group 7 -- Radio Shop

“A” Repairman -- Engaged in trouble shooting, repair, diagnosis and overhaul of all communications, electronic, logic equipment, digital equipment, and electro- mechanical devices as operated by the MTA in the areas served, and as deemed necessary by MTA. Will maintain all records and forms in accordance with the requirements of the MTA and all Federal Communications regulations. Must presently have and maintain a current 2nd Class or 1st Class Federal Communications Commission Radio Telephone Operator License and have experience in two-way radio, logic systems, digital circuitry and electro-mechanical devices.

“B” Repairman -- Employees engaged in preventive maintenance programs, trouble shooting, and overhaul of all communications and electronic equipment as operated by the MTA. May be required to maintain records and forms in accordance with the requirements of the MTA. Removes and replaces communication and ancillary equipment. Make repairs, modifications and minor adjustments as directed. Conducts simple tests to determine cause of malfunctioning equipment. Works from schematics and circuit diagrams.

Leadperson

HOURLY RATE: “A” Repairman’s rate plus \$1.00 per hour.

At each location and on each shift on which MTA desires to have the foreman replaced, if absent, it will create and post for bid the position of Leadperson whose duties shall be the same as those described for the employees within the “A” Repairman classification for that particular group, except that the Leadperson shall also assume the duties of the foreman on the shift on days when the foreman is absent on his day or days off, or on his vacation, or for periods shorter than a day or full shift, as the case may be, when directed by MTA.

No leadperson, when acting as foreman, shall use tools except for instruction purposes and to make minor adjustments and repairs.

Maintenance Technician

As soon as possible after September 8, 2002, the Metro Rail Car Maintenance Technician concept that is currently being refined by the parties in that area will be adopted for Groups 2 through 6 to allow "A" Repairman in those Groups to gain certification as "expert" within the Group as will be determined to be appropriate. As in Rail Car Maintenance, these Technician vacancies will not be filled from outside the Group. Upon certification by MTA, successful candidates will be paid the Technician rate as set forth in Article 62. Certified Technicians under this program will not constitute a separate classification, but will pick the same work and vacation schedules as "A" Repairmen in the Group (or subgroup, if applicable).

The pick practice will also be adopted for the future in Metro Rail Car Maintenance.

Article (54) -- OVERTIME PROVISIONS

Section (1) The established number of hours to be worked by Non-Operating employees is eight (8) hours per day (five (5) day week.) Time worked in excess of such established hours shall be paid for at one and one-half times the regular straight-time hourly rate.

Except in cases of severe acts of nature or similar emergency, Non-Operating employees after completing work on one work day shall not be required to report for work the following day unless or until eight (8) consecutive hours have elapsed. In cases where emergencies arise and cause an employee to remain at work after the time which is eight hours before the beginning of his/her next assignment, he/she shall not be required to report until eight hours have elapsed; but he/she shall be paid from the beginning of his/her normal assignment. This provision will not apply to movements or transfers resulting from a pick or bid.

Section (2) If a Non-Operating employee is assigned to work on his/her scheduled day off, or is called in on his/her scheduled day off, or is called back for a work assignment after having left MTA property, or is called in previous to his/her days assignment, he/she shall be paid one and one-half times his regular straight-time hourly rate of pay for all time held or work performed with a minimum compensation of three (3) hours. If employee is on property and accepts an assignment of work previous to the starting time of his/her shift, he/she will be paid as follows: If he/she starts less than thirty (30) minutes before shift, he/she will be paid a minimum of thirty minutes at one and one-half times his straight-time hourly rate. If he/she starts more than thirty (30) minutes before his/her shift, he/she will be

paid a minimum of one (1) hour at one and one-half times his straight-time hourly rate.

Section (3) Where an employee is working at a daily rate, the hourly rate shall be determined by dividing the daily rate by the established number of hours such employee is regularly scheduled to work daily.

Section (4) Under normal conditions, Non-Operating employees assigned, during the shift overlap period, to a service call shall be paid at one and one-half times the regular straight-time hourly rate for all time in excess of his/her established hours with a minimum compensation of two (2) hours, if his/her relief is on the job and available at the time such assignment is made. This guarantee of two (2) hours does not apply if such assignment is made during an emergency, defined as fire, heavy rain, sleet or snow storm, parade or delay at a railroad crossing. At all other times he/she will be paid for time worked in excess of his/her established hours in conformity with Section (1) of this Article.

Section (5) A Non-Operating Department employee who fails to work his/her regularly scheduled work week shall be disqualified from working overtime on his/her next two regularly assigned days off except if the employee is absent for bereavement leave, vacation, holiday, jury duty, military leave, Union Business, or personal leave. However, a disqualified employee may be permitted to work if all other qualified employees are considered first.

It is understood that if an employee reports to work and then gets off sick, he/she will not be penalized as outlined above. Further, an employee suspended by the MTA for disciplinary reasons will also not be penalized as outlined above if he/she otherwise qualifies.

Section (6) In the distribution of overtime for skilled positions, such as: Electrician, Plumber, or any other licensed trade, the continuation of overtime work theory will prevail in emergency situations only to complete an assignment already started.

Article (55)

DAY-OFF EMPLOYEES -- NON-OPERATING DEPARTMENT

Section (1) In order to have, as far as possible, an equitable distribution of day-off overtime work, there shall be maintained at each functional location of the Non-Operating Department, a work book in which an employee will register his/her name, thereby indicating his/her desire to work on his days off, or before or after his/her regular time of duty.

(a) Any Non-Operating Department employee who requests to work on his/her days-off, must have his/her name in the request to work book no

later than twenty-four (24) hours prior to such requested work.

(b) There shall be maintained a continuous record of those employees in the classification who have had a time of three (3) hours or more at overtime rate, either on their days off or before or after regular assignment.

(c) Award of day-off work and overtime work before or after regular assignment in the employee's classification shall be on the basis of seniority, shift and turn at work.

(d) A turn at work is defined as work which pays three (3) hours or more of overtime work at any one time.

(e) Overtime work of less than three (3) hours duration, before or after regular assignment will be distributed as evenly as possible.

Section (2) If sufficient employees are not procured as set forth in Section (1) above, then other day-off employees or other employees to work before or after regular tour of duty may be requested to work.

Section (3) In the distribution of overtime in the Storeroom, the Receiving and Shipping Clerk will be equally eligible to participate as evenly as possible as the Storeroom Attendants.

Section (4) An employee who is passed over for their rightful turn for overtime will be paid for the assignment. That employee then goes to the bottom of the list for overtime.

Section (5) A non-operating department employee may not work in excess of sixteen (16) consecutive hours.

Article (56) -- CLEAN-UP TIME

MTA shall allow Non-Operating employees five (5) minutes of their established hours for personal clean-up time at the end of each working day.

Article (57) -- HOLIDAYS -- NON-OPERATING DEPARTMENT

Section (1) The following days are designated as paid Holidays for all Non- Operating employees:

- New Year's Day -- January 1
- Martin Luther King Day -- Third Monday in January
- President's Day -- Third Monday in February
- Memorial Day -- Last Monday in May
- 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.

Shifts beginning at approximately 11:00 p.m. or after will take the Holiday on the eve of 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 scheduled day off, even though employee is on vacation;

(2) On a day employee works.

(a) Any employee in the Non-Operating Department who engages in Holiday work when such Holiday is also his/her day off will be paid according to Article (54) 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 is being withheld pending termination. If the employee is reinstated, employee will be made whole for any holiday pay missed.

Section (4) When a Non-Operating Department employee who has

missed an assignment is ordered to report and does so, or shows up and is held or used, he/she will then receive an extra day's pay for the Holiday.

Section (5) 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/her 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.

Section (6) All non-operations departments will be informed of a minimum manpower requirement for each holiday by shift and location. Most senior employees will be offered the ability to work until the required number of employees accept; if the minimum number of employees is not met then the work will be assigned to the least senior employees by shift and location. The MTA will post at least one (1) week in advance of the holiday the names of employees required to work on the holiday (s).

Article (58) -- SLEET AND SNOW WORK NON-OPERATING DEPARTMENT

A designated MTA official, the Director of Operations will declare the beginning and ending of sleet and snow emergency, and notify all Departments (both Operating and Non-Operating) immediately of starting and ending time of the emergency.

Employees of the Non-Operating Department assigned to sleet and snow work, such as the operation of automotive plows, salt spreaders, repairing salt spreaders and similar equipment and tools, loading automotive trucks, when performing such work, shall be paid as follows:

Employees on regular assigned day, straight-time rate plus ten (10) cents an hour; continuation of storm duty after regular assigned day, time and one-half plus the ten (10) cents an hour.

When called on day off or before or after assigned day, three (3) hours minimum at time and one-half plus ten (10) cents per hour including one hour call time. The ten cents per hour paid for snow duty shall be computed on the half hour basis and shall not apply when employees are performing their regular routine work, nor for cleaning up and hauling of snow after the storm is over.

An employee after released will be given a six (6) hour off period before assuming his/her regular tour of duty without loss of pay for whatever time he/she may have lost from his/her assignment.

Article (59) -- VACATIONS -- ABSENTEE RELIEF

Section (1) Bus Divisions

At the posting of each pick certain jobs at each Bus Division among the following classifications will be labeled as Vacation -- Absentee Relief Jobs; (Scheduled days off -- Saturday and Sunday). "A"-Repairman -- "B"- Repairman -- "C"-Repairman -- Cleaners. "A" Repairman picking relief jobs may be used to replace Leadpersons, when necessary, for a period not to exceed thirty (30) days per year.

The employee picking these jobs may be used at any Division within the Group to relieve employees off on vacation or for other reasons, including job vacancies, for a period not to exceed thirty (30) days per year. Up to fifteen (15%) percent of Group 2 positions may be designated as Relief Jobs.

Vacation relief jobs shall be worked as follows:

On Vacation relief, employee assumes shift and days off of employee on vacation, with no premium pay for change of shifts or days off.

Absentee relief jobs and vacant jobs shall be worked as follows:

Whenever the shift of an absentee or vacancy relief employee is changed, the employee will receive one and one-half times his/her straight-time hourly rate of pay for all work performed on the first day of assignment to the new shift and on all work performed on the day of return to his regular shift. However, the absentee relief or vacancy relief employee will assume the days off of the absent employee or vacant job.

When a shop employee, other than a vacation, absentee or job vacancy relief classification, is loaned to another Division, he/she will punch in and out at his/her home Division and transportation shall be furnished to and from the Division to which he/she is loaned. MTA will assume the responsibility of transporting tools for an "A" or "B" mechanic who picks vacation, absentee, or job vacancy relief jobs, on the first and last day he/she is assigned away from his/her home Division.

Section (2) At each Division on each shift, two (2) mechanics in "A", "B", or "C" and one (1) Cleaner, shall be off for vacation purpose during the Christmas Holiday week.

**Article (60) -- WORK CLOTHES -- NON-OPERATING
DEPARTMENT**

MTA shall provide work clothes (pants and shirts) for all employees in the Non-Operating Department, cost to be borne by MTA. This same provision shall apply to vault pullers, Division Porters, and money runners. Coats or aprons to be provided by MTA to Dispatchers, Starters and Division Secretaries upon request.

**Article (61) -- MISCELLANEOUS -- NON-OPERATING
DEPARTMENT**

Section (1) Employees of the Non-Operating Department who are unable to work must report the fact to their Maintenance Foreman at least one (1) hour before assigned reporting time.

Section (2) Test -- Testperson

Employees engaged in checking calibration and repair of relays and indicators, recording and integrating meters in manual and automatic substations and elsewhere on the system, making routine and special electrical and mechanical tests on power, rolling stock or other MTA equipment. Duties include: responsibility for the accuracy of the watt-hour meters and demand meters used to record purchased power, calibration of laboratory standards and keeping records of work done on equipment.

Section (3) Tool Allowance

The MTA shall pay a tool allowance of \$ 270.00 per year to those employees in the job classifications Technician, Mechanic Class "A" and Mechanic Class "B". Effective July 1, 2012 the tool allowance will be increased to \$450.00.

Section (4) When MTA's service trucks are used for running parts, they shall be operated by a bargaining unit employee of the Non-Operating Department.

Section (5) "C" Repairmen may be used to perform "B" Repairmen duties at "B" rates of pay.

Section (6) The MTA will reimburse for the cost of renewal, Tradesmen's Licenses for Electrician and Plumber only. However, Licenses must be in the employee's name, not the employee's company name other than MTA. MTA will reimburse the renewal cost of HVAC licenses for employees whose MTA work requires them.

PART IV

RAIL SUPPLEMENT

Other provisions, both general and specific, of the Labor Agreement where applicable shall apply to existing and new bargaining unit positions in rail. The wording in the Labor Agreement has not been specifically changed in all cases; however, the wording of each section is deemed to be amended so as to include affected rail employees, unless otherwise specified.

Article R-1

In general, provisions of the Labor Agreement referring to Operators will also include Station Attendants where applicable and not specifically excluded.

As an example, a rail Operator or Station Attendant working temporary vacancies on any job (such as Starter, Relief Dispatcher or Division Secretary) and the balance of time as Operator or Station Attendant shall receive for his/her vacation pay an amount determined by the rate of the job he/she has worked the greater part of times during the fifty-two (52) weeks immediately preceding the date the employee's vacation is scheduled to begin. These provisions modify Article (17), Section (3) of the Labor Agreement for rail operating employees only.

Article R-2

Seniority for purpose of picking Operator, Station Attendant and runs will be based on Operating Department seniority.

Article R-3

Employees who return to service (under provisions of Article (26), Section (6) of the Labor Agreement) will not be permitted to bump into Rail Division unless they have never had an opportunity to bid into the Rail Division, in which case they will be given the opportunity to qualify for rail, in accordance with Department seniority.

Article R-4

Modification of bus services in connection with the start of or augmentation of rail service will not be construed as a transfer with work into the Rail Division. (Article (27), Section (1) of the Labor Agreement.)

Article R-5

The thirty (30) day limitation (Article (28), Section (2) of the Labor

Agreement) will be waived during the first 18 months of revenue rail operation; however, the waiver will apply only to the rail system and newly established bus lines that feed the rail system. In the event there are extensions to the rail system, the same conditions shall apply.

Article R-6

The provisions of the Labor Agreement Article (28), Sections (10) and (11) do not apply to the Rail Division, and in the event of discontinuance or consolidation of bus lines, the selection of runs or extra list at any division shall be confined to bus divisions. In the event of discontinuance or consolidation of rail lines, the selection of runs or extra list at any division shall be confined to the Rail Division. However, in the event of consolidation or discontinuance of bus lines due to rail operation, and if there is a net reduction in Division bus runs, operators so affected will be provided the opportunity to exercise seniority system-wide to the extent of the number of runs reduced.

Article R-7

Sections (1), (2), and (4) of Article (30) do not apply to the Rail Division.

Article R-8

Notwithstanding the provisions of Article (31), Section (1) of the Labor Agreement, during the first full pick period of rail revenue operation involving the start-up of a new rail system section, restrictions regarding the percentages of straight runs, and on maximum hours of Sunday and Holiday runs, will be waived. If it is determined that the level of service will permit the imposition of some restrictions, then they will be put into effect.

Article R-9

During the first month of revenue rail operation involving a new rail system section, the provisions regarding changes in starting times and finishing times of rail runs, as described in Article (31), Section (5) of the Labor Agreement, will be based on “15 minutes” rather than “5 minutes”.

Article R-10

Exchanges of vehicles in rail operation shall be at the discretion of MTA, and operators shall be required to make such exchanges without additional pay within the hours of their scheduled work. Rail operators not scheduled to pull trains into the yard, but required to pull in, shall be paid travel time back to their relief point if it is necessary to return to the relief point during an otherwise unpaid period. These procedures supersede the provisions of

Article (31), Section (8) of the Labor Agreement, which provisions remain in force for bus operation.

Article R-11

Extra operators will perform work as Line Operator, Yard Operator, or Station Attendant. For these extra Operators, the rate of hourly pay will be that of the job performed. However, the time paid for show-ups, and for Station Attendants work caught on the current day will be at the Operator's rate. Overtime and spread time and other pay allowances will be paid at the rate of the job being performed at the time the overtime, spread time or other pay allowance develops. Guarantee time will be at the Operator's rate. Other provisions of Article (32) of the Labor Agreement will apply.

Short pieces of Yard Operator work, not sufficient in length to constitute a day's work, may be filled by extra Operators. When Yard Operator work and other work are performed by an extra Operator in the same day, requiring change between uniform and work clothes, five minutes will be allowed for each change. Yard Operators will be provided with work clothing.

Article R-12

If a Relief Operator is not on hand at a designated relief point as regularly scheduled, or if an Operator has requested relief under Article (33), Sections (11c) or (11d) of the Labor Agreement, and no relief is furnished, then the Operator will continue in operation for one complete round trip. If no relief is furnished at that time, the Operator may move the train to the yard in accordance with operating rules. This procedure for Rail operation supersedes similar provisions in Article (33), Section (11d) and Article (36), Section (4) of the Labor Agreement, which provisions remain in force for bus operation.

Article R-13

Rail Line Operators beginning their runs from Wabash Yard will be allowed (35) minutes to pick up any necessary equipment and prepare their trains. For any additional pullout, the Rail Operator will be allowed five (5) minutes, unless such pullout is made in time otherwise paid for.

Rail Operators relieving on line to begin their runs will be required to report to the Division before beginning their runs and will be allowed travel time to their starting location.

Rail Operators who complete their runs at the Division will be allowed three (3) minutes for storing trains.

Times for preparation and storage will be checked prior to start of revenue operation and will be adjusted as necessary.

Rail Operators who are relieved on line at the completion of runs will not be required to report back to the Division, except if necessary to prepare an accident report, as set forth in Section (3) of Article (35) of the Labor Agreement.

Station Attendants will not be paid allowances for preparation and storage time. Time for opening and closing stations, if required, and travel time between stations will be included in hours of runs. Attendants may be scheduled to begin or finish work at any location on the line.

These procedures for Rail Operation supersede the provisions of Article (35), Section (1a) of the Labor Agreement, which provisions remain in effect for bus operation.

Article R-14

Substantiated safety violations in the Rail Division, as listed below, will be dropped from employee's safety records after a lapse of time of three years:

- a) Operating a vehicle without authority.
- b) Deliberately altering or rendering inoperative any safety device unless properly authorized.
- c) Changing mode of operation without authority.
- d) Failure to notify authorities when a safety hazard is detected.
- e) Failure to obey signal command to stop, without prior permission.
- f) Failure to secure train when leaving operating cab.

Other provisions of Article (45) of the Labor Agreement will remain in force.

Article R-15

MTA shall train and qualify an appropriate number of Train Operators and Station Attendants for rail service. A Rail extra list of Rail employees trained as Operator and Station Attendant will provide back-up for those jobs.

MTA will post notices of Rail Transportation vacancies/job

opportunities in all Divisions for Operating Department employees to apply for such positions on the basis of Operating Department seniority. Vacancies will be posted within 10 days of their occurrence. The posting, when made, shall continue until midnight on Thursday in the following week, and awards shall be effective no later than the second Sunday following the conclusion of the posting period.

In the event runs become vacant they shall be posted and offered for bid in the first instance to Train Operators and Station Attendants.

All applicants will be required to complete successfully a test of comprehension, a personal interview and a physical examination.

The training programs for Rail Operators and Station Attendants will be as deemed necessary by MTA, and will include classroom, mainline, station, yard, and other training. MTA will make every reasonable effort to provide continuous training. During the training period, employees will be paid for time worked at the hourly rate received in the position from which the employee is transferring, but not in excess of the top hourly rate for the position to which the employee is transferring. Schedules and hours of work during the training and pre-revenue operating periods will be set by MTA.

Upon successful completion of the training period and qualification for rail positions, employees shall be paid in conformity with the provisions of this Labor Agreement (Article 62).

Whenever a successful applicant is awarded a position in the Rail Division, the employee will be given up to 90 days to demonstrate his/her qualifications for permanent assignment to the position. The applicant may be removed by MTA at any time during the training and qualification period when it is determined that he/she has not made sufficient progress and he/she may be returned by MTA to his/her former position or he/she may voluntarily within the first 90 days of his/her qualification period return thereto if he/she desires, without loss of seniority. (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 successful bidder has been given a reasonable opportunity to prove his/her qualifications.) The qualifying period will begin at the completion of the formal instruction period. Employees successfully completing the qualifying period will be precluded from leaving the Metro rail division for a period of one year.

Any employee effecting a transfer including one who was disqualified or voluntarily returned to his/her former position in the 90-day probationary period, will be precluded from effecting a bus to rail interdivisional/interdepartmental transfer for a period of two years from time of the initial

bus to rail interdivisional/interdepartmental transfer.

MTA may elect to train successful senior applicants before job opportunities are available, in which case such employees could return to their former jobs until openings occur.

Article R-16

It may be expected that suppliers of equipment and facilities will perform work only as required by contract or warranty during testing, pre-revenue and early revenue periods, and that MTA supervisory employees will operate trains and perform maintenance and other work only during testing and pre-revenue operating periods.

Article R-17

The Metro rail system has been designed for one-person train operation, and therefore one operator will be assigned per train.

Article R-18

Train Operators and Station Attendants will perform in accordance with all established safety rules and regulations, standard operating procedures and special train orders communicated through the control center or authorized MTA officials. The Operator and Station Attendant will be required to carry while on duty certain equipment and supplies as prescribed by MTA. The Operator and Station Attendant will be required to report any problems that might arise which could endanger passengers, employees or equipment. Operators must observe the condition of the train by walking through it at ends of line, noting and recording vandalism that has occurred. Operators and Station Attendants will also collect lost articles, large trash, newspaper, etc.

The Operators and Station Attendants will be in contact by radio with the control center, and Operators will have two-way communication between all cars and the train cab. Operators will make or receive necessary public address announcements and messages to and from passengers, and perform other related duties as required.

The normal on-line mode of operation of trains will be automatic; in this mode Operators will open and close passenger doors and press a proceed button, observing operating conditions and monitoring all lights, gages and equipment in the vehicle cab. As directed by management, Operators will be required to manually operate all control functions of the train.

Operators will be trained in and will be required to perform specified

trouble-shooting procedures to correct malfunctions as necessary during their tours of duty, and will be required to know and follow specified procedures, including evacuation of trains, in event of emergencies. Operator work may include line operation and/or yard work, but picked runs will not include both line and yard assignment. Yard Operator work will include make-up of trains, shifting, running cars through washer and other related duties as required, but not interior sweeping and cleaning of cars. (It is understood that shifting includes coupling and uncoupling cars). When in line service, Operators will operate in revenue service, pick-up, store and change trains as required in yard, on line or in terminal areas, and will couple and uncouple cars from within the cars.

Station Attendants will open and close gates and activate and deactivate equipment used in handling and control of passengers; monitor operation of fare machines, turnstiles, fareboxes, elevators, escalators, and other station equipment and make minor adjustments and repairs to such equipment; monitor CCTV, security alarms, fire control indicators, maintain contact with Dispatchers reporting equipment failures or other incidents occurring at stations, make public announcements of service interruptions, etc., as required, receive transfers, tickets, etc., and inspect passenger input to fareboxes to determine correctness of fare tendered; open gates for passage of passengers through non-automatic and handicapped-persons' turnstiles; assist passengers in use of equipment and facilities; maintain location in neat, orderly fashion, distribute schedules and other informational material; read and record turnstile and other meters; assist passengers in emergencies, maintaining continuing knowledge of emergency procedures; maintain crowd control in emergencies or during delay conditions; perform other duties as required related to proper fare collection, operation of station, and safe movement of passengers.

Article R-19

Article (49) of the Labor Agreement will include Station Attendants as part of the Operating Department.

Article R-20

In order to accommodate Rail Operations, the following changes are made in the listings of Non-Operating Department Groups in Article (49) and in Article (50), Section (1) of the Labor Agreement:

Group #1 through Group #5: No change.

Group #6: The title of the group is changed to "Facilities Maintenance";

and the listing “Building Maintainers” is changed to “Building and Plant Maintainers”. A new listing, “Maintenance of Way” is added.

Group #7: The title of the Group is changed to “Systems Maintenance”. The listing “Radio Repairmen” is changed to “Communication and Radio Repair”, and the following listings are added: “Signals”, “Fare Collection Machines”, “Traction Power,” “SCADA,” and “Electronics Shop.”

Group #8: A new group is added with the heading “Rail Car Maintenance” and with the following listings: “Truck Repairs”, “Body Repairs”, “Unit Rebuild and Replacement”, “Propulsion and Braking”, “Servicing”, “Inspection”, “Cleaning,” “Machine Shop,” and “Electronics Shop.”

Article R-21

New and replacement positions in Group #6, #7 and #8 will be filled in accordance with the procedures described in Article R-29, notwithstanding the bidding procedures outlined for these Groups in Article (50), Section (1) of the Labor Agreement. Employees currently qualified and working in jobs such as Electrician, Plumber, etc., which are the same in both bus and rail, shall not be required to take a test to re-qualify when transferring between bus and rail.

Article R-22

The provisions of Article (52), Section (5) of the Labor Agreement regarding re-pick of work assignments shall apply also to all personnel in Groups #7 and #8.

Article R-23

“A” Repairman and “B” Repairman in Group #6 will have the same job classification as listed for Groups #2, #3, #4, #5 and #6 in Article (53) of the Labor Agreement, with these modifications: the words “Building Maintenance” are changed to “Facilities Maintenance”, and “Track and Way Maintainers” are added under “Facilities Maintenance” in both “A” and “B” classifications.

In addition, “A” Repairman in Group #6 will operate locomotives and track and road equipment. “C” Repairman in Group #6 will clean, inspect visually and lubricate equipment as required, perform duties as sander, parts and material handler and cleaner (including steam cleaning), operator of tractor, fork-lift trucks and similar equipment, attend tool rooms, mark units,

apply rust preventatives, remove parts and units, and other jobs of a similar nature as required.

Janitors in Group #6 will be engaged in all phases of cleaning, including mechanical sweeping, waxing, etc., of offices, stations, locker rooms, toilets, etc., running errands and other tasks of a similar nature.

Laborers in Group #6 will perform laboring work in repair and replacement of track and right-of-way, including cleaning, lubricating switches, loading, unloading and delivery of materials, acting as flagman, also in removal of rubble, excavations, cleaning of sumps and drains, mixing concrete, moving materials and supplies, performing routine landscaping, assisting in repair and installation of equipment and performing miscellaneous other laboring duties as required; must have valid driver's license.

Article R-24

A new "Technician" classification is added to Group #7 and in the new Group #8. The technician will be engaged in testing, trouble-shooting, calibrating and repairing micro-processors, complex electronic circuitry, magnetic tape readers, fare transport mechanisms, coin and bill validators, data processors, switch machines, audio-frequency track circuits, cab signal modules, power frequency track circuits, automatic terminal dispatching circuits, sub-station equipment, communication equipment, and work of similar nature as may be required, with the aid of minimal supervision. Technicians may operate cars and equipment for testing.

The heading of Group #7 in Article (53) of the Labor Agreement is changed from "Radio Shop" to "Systems Maintenance", and the "Technician" classification, outlined above, is added.

Employees holding the "A" Repairman classification and who are regularly working as Technicians in Group (7) (Rail System Maintenance), Group (10) (Light Rail Maintenance) and in Group (11) (Treasury) are grandfathered in as Technicians. Future employees must meet minimum qualifications for Technicians.

The new Group #8 (Rail Car Maintenance), which is an addition to Article (53) of the Labor Agreement, will include classifications of Technician, as described above, "A" Repairman, "B" Repairman, "C" Repairman, "A" Cleaner, and "B" Cleaner, as follows:

"A" Repairman: Must be qualified to inspect, make repairs, both major and minor, to a vehicle and all its units, and to diagnose existing problems for correction; move cars and equipment in shop, line and yard areas and operate emergency trucks, and handle situations involving interference

with MTA operations; or being qualified in the overhauling of vehicles or components or other devices, as necessary, and shall overhaul and/or weld and/or perform machine services and/or metal spray and/or replace units as required; or being qualified to inspect, make any and all repairs to a vehicle body and/or its components including all finish color coats of paint on vehicles; or being qualified to perform sign painting, lettering, applying decals, silk-screening and piecing together scroll destination signs; rebuilding and upholstering of seats, farebox and money-counting machine repairs, and perform other jobs of a related nature as may be required, with the aid of minimal supervision.

“B” Repairman: Must be qualified to make repairs or perform inspection, as directed; or being qualified to overhaul, disassemble units, test and check parts, move vehicles in shop and yard and run errands, prepare car bodies prior to painting, minor reconditioning, including small damage jobs and work of a similar nature, replacement of units and parts on vehicles after painting, repairing and relaying of floor coverings, and dismantling of units, etc., to perform all these duties and jobs of a similar nature as may be required with the aid of supervision when necessary.

As second person of a two-person crew composed of one Technician or “A” Repairman and one “B” Repairman, making minor repairs to equipment seats; driving trucks when cleaning and restocking comfort stations; cleaning waiting stations; collecting and disposing of trash from division and other locations; shall be considered a trainee for “A” classification. “B” Repairman making service calls will not be required to make major diagnosis.

“C” Repairman: An employee who is qualified to operate cars within the maintenance yard and who will shift, wash, inspect visually and lubricate vehicles as required for maintenance purposes or perform duties as a sander, parts and materials handler and cleaner (including steam cleaning); operation of tractor and forklift truck, attending tool room, marking of units, application of rust preventatives on finished units, removing parts and units from vehicles, cleaning vehicles after painting; or other jobs of a similar nature as may be required.

“A” Cleaner: Shall engage in washing, sweeping and all other vehicle cleaning operations (except steam cleaning); observing the condition of car seats; closing windows and reporting windows that are inoperative; cleaning offices, locker rooms, toilets, shop buildings and all other cleaning operations of a similar nature; running errands; must have automobile operator’s license; perform other duties of a similar nature as may be required. An “A” Cleaner will be a hostler, and will be qualified to operate cars within the maintenance yard.

“B” Cleaner: Shall engage only in sweeping and cleaning interiors of cars and cleaning windows of cars and will not be required to operate cars.

Article R-25

MTA reserves the right to waive all or part of any hiring progression adjustments for any Technician or “A” Repairman job, provided that all incumbents in the specific job are brought up to the wage level of the individual for whom the waiver is effective, without prejudice to future application of the progression.

Article R-26

In the event of an operating emergency, the MTA may require employee on duty to extend their tours of duty beyond their normal quitting time. Emergency shall be defined as fire, water, collision, derailment, power outage or any other condition that would shut down line operations.

Article R-27

The provisions of Article (59), Section (1) of the Labor Agreement will apply also to Rail Car Maintenance employees, and the classification “Technician” is added wherever “A” Repairman appears.

Article R-28

Technicians will be subject to the provisions of Article (61), Section (3) and (4) of the Labor Agreement regarding tool allowance and operation of trucks.

Article R-29

Section (1) If a vacancy occurs in Group #6, #7, #8, #9, or #10 between Annual Picks, first, the remaining employees in the classification in the Group on the Seniority List below the vacancy, at the affected location will be entitled to a move-up for shift and days off; then the remaining vacancy will be open by seniority to individuals in the next lower classification within the same Group who qualify, before being filled from the following posting procedure.

In the event there are no qualified applicants for any open position, MTA will seek qualified personnel from within the Operating Department before hiring from outside the MTA.

MTA will post notices of Non-Operating job openings on bulletin boards in all Non-Operating locations, and will offer the opportunity for Non-Operating Department employees to apply for such positions. Vacancies will be posted within 10 days of their occurrence. Postings will be from

Wednesday through Tuesday for a period of seven (7) working days.

The provisions of Article (50), Section (2)(g) apply to Rail.

Section (2) Training programs for Non-Operating jobs will be as deemed necessary by MTA. All applicants will be required to successfully complete a test of mechanical aptitude, a personal interview, and a physical evaluation. Applicants for Technician positions also will be required to successfully complete tests of basic electronic knowledge and skills. During the training period, employees will be paid for time worked at hourly rates received in the position from which the employee is transferring, but not in excess of the top hourly rate of the position to which the employee is transferring. Schedules and hours of work during the training and pre-revenue operating period will be set by MTA. MTA management employees and employees of equipment and facilities suppliers will be expected to perform any and all work in the testing, training, pre-revenue, and warranty periods as required.

Upon successful completion of the training period, and qualification for Non-Operating positions, employees will be paid in conformity with the provisions of this Agreement (Article [62]).

Whenever a successful applicant is awarded a training position, the employee will be given up to 90 days in addition to the formal training period to demonstrate his/her qualifications for permanent assignment to a position. The applicant may be removed by MTA at any time during the training and qualification period when it is determined that he/she has not made sufficient progress, and he/she may be returned to his/her former position without loss of seniority. (The UNION would not be precluded from filing a grievance as provided in the Labor Agreement should a question be raised as to whether the applicant has been given a reasonable opportunity to prove his/her qualifications.) Within the first 90 days of his/her training and qualification period, an applicant may voluntarily return to his/her former job without loss of seniority.

Section (3) No employee will be allowed to bid into another position while still in the qualifying period for a previous bid. Any employee effecting a transfer, including one who was disqualified or voluntarily returned to his/her former position in the 90-day probationary period will be precluded from again effecting an inter-group transfer for two years from the time of initial transfer.

PART V – SUPPLEMENT CENTRAL LIGHT RAIL SYSTEM

ARTICLE L.R.-1

The principles and provisions of Part IV of the Labor Agreement, the Rail Supplement, as amended herein, shall apply to the Central Light Rail System.

Other provisions, both general and specific, of the Labor Agreement where applicable shall apply to existing and new bargaining unit positions on the Central Light Rail System. The wording in the Labor Agreement has not been specifically changed in all cases; however, the wording of each section is deemed to be amended so as to include affected C.L.R.S. employees, unless otherwise specified.

ARTICLE L.R.-2

Seniority for purpose of picking assignments will be in accordance with the Labor Agreement.

ARTICLE L.R.-3

Employees who return to service (under provisions of Article (26), Section (6) of the Labor Agreement) will not be permitted to bump into C.L.R.S. unless they have never had an opportunity to bid into it, in which case they will be given the opportunity to qualify in accordance with Department seniority.

ARTICLE L.R.-4

Modification of bus services in connection with the start of or augmentation of C.L.R.S. service will not be construed as a transfer with work into the C.L.R.S. (Article (27), Section (1) of the Labor Agreement).

ARTICLE L.R. 5

The thirty (30) day limitation (Article (28), Section (2) of the Labor Agreement) will be waived during the first 18 months of revenue rail operation; however, the waiver will apply only to the rail system and newly established bus lines that feed the rail system. In the event there are extensions to the rail system, the same conditions shall apply.

ARTICLE L.R.-6

The provisions of the Labor Agreement Article (28), Sections (10) and (11) do not apply to the C.L.R.S., and in the event of discontinuance or consolidation of bus lines, the selection of runs or extra list at any division shall be confined to Bus Divisions. In the event of discontinuance or consolidation of rail lines, the selection of runs or extra list at any division shall be confined to the Rail Division. However, in the event of consolidation or discontinuance of bus lines due to rail operation, and if there is a net reduction in Division bus runs, operators so affected will be provided the opportunity to exercise seniority system-wide to the extent of the number of runs reduced.

ARTICLE L.R.-7

Sections (1), (2) and (4) of Article (30) do not apply to the Rail Division. Additionally, Section (3) does not apply to the C.L.R.S. during calendar year 1992.

ARTICLE L.R.-8

Notwithstanding the provisions of Article (31), Section (1) of the Labor Agreement, during the first full pick period of rail revenue operation involving the start-up of a new rail system section, restrictions regarding the percentages of straight runs, and on maximum hours of Sunday and Holiday runs, will be waived. If it is determined that the level of service will permit the imposition of some restrictions, then they will be put into effect.

ARTICLE L.R.-9

During the first month of revenue rail operation involving a new rail system section, the provisions regarding changes in starting times and finishing times of rail runs, as described in Article (31), Section (5) of the Labor Agreement, will be based on "15 minutes" rather than "5 minutes".

ARTICLE L.R.-10

Exchanges of vehicles in rail operation shall be at the discretion of MTA, and operators shall be required to make such exchanges without additional pay within the hours of their scheduled work. Rail operators not scheduled to pull trains into the yard, but required to pull in, shall be paid travel time back to their relief point if it is necessary to return to the relief point during an otherwise unpaid period. These procedures supersede the provisions of Article (31), Section (8) of the Labor Agreement, which provisions remain in force for bus operation.

ARTICLE L.R.-11

The C.L.R.S. will have its own extra list under the provisions of Article (32). Short pieces of Yard Operator work, not sufficient in length to constitute a day's work, may be filled by extra Operators. When Yard Operator work and other work are performed by an extra Operator in the same day, requiring change between uniform and work clothes, five minutes will be allowed for each change. Yard Operators will be provided with work clothing.

ARTICLE L.R.-12

Article (32), Section (6) will apply to the C.L.R.S.

ARTICLE L.R.-13

If a Relief Operator is not on hand at a designated relief point as regularly scheduled, or if an Operator has requested relief under Article (33), Sections (11c) or (11d) of the Labor Agreement, and no relief is furnished, then the Operator will continue in operation for one complete round trip. If no relief is furnished at that time, the Operator may move the train to the yard in accordance with operating rules. This procedure for Rail operation supersedes similar provisions in Article (33), Section (11d) and Article (36), Section (4) of the Labor Agreement.

ARTICLE L.R.-14

C.L.R.S. Operators beginning their runs from North Avenue Yard will be allowed 35 minutes to pick up any necessary equipment and prepare their trains. For any additional pullout, the Operator will be allowed, ? minutes unless such pullout is made in time otherwise paid for.

Operators relieving on line to begin their runs will be required to report to North Avenue before beginning their runs and will be allowed travel time to their starting location.

Operators who complete their runs at North Avenue will be allowed 14 minutes for storing trains.

Times for preparation and storage will be checked prior to start of revenue operation and will be adjusted as necessary.

Operators who are relieved on line at the completion of runs will not be required to report back to North Avenue Yard, except if necessary to prepare an accident report, as set forth in Section (3) of Article (35) of the Labor Agreement.

ARTICLE L.R.-15

Substantiated safety violations in C.L.R.S., as listed below, will be dropped from employee's safety records after a lapse of time of three years:

- a. Operating a vehicle without authority.
- b. Deliberately altering or rendering inoperative any safety device unless properly authorized.
- c. Changing mode of operation without authority.
- d. Failure to notify authorities when a safety hazard is detected.
- e. Failure to obey signal command to stop, without prior permission.
- f. Failure to secure train when leaving operating cab.

Other provisions of Article (45) of the Labor Agreement will remain in force.

ARTICLE L.R.-16

MTA shall train and qualify an appropriate number of Light Rail Operators.

MTA will post notices of C.L.R.S. Transportation vacancies/job opportunities in all Divisions for Operating Department employees to apply for such positions on the basis of Operating Department seniority. Vacancies will be posted within 10 days of their occurrence. The posting, when made, shall continue until midnight on Thursday in the following week, and awards shall be effective no later than the second Sunday following the conclusion of the posting period. Employees in training will be eligible to pick if a new schedule is posted.

All applicants will be required to complete successfully a test of comprehension, a personal interview and a physical examination.

The training programs for Operators will be as deemed necessary by MTA, and will include classroom, mainline, yard, and other training. MTA will make every reasonable effort to provide continuous training. During the training period, employees will be paid for time worked at the hourly rate received in the position from which the employee is transferring, but not in excess of the top hourly rate for the position to which the employee is transferring. Schedules and hours of work during the training and pre-revenue operating periods will be set by MTA.

Upon successful completion of the training period and qualification for rail positions, employees shall be paid in conformity with the provisions of this Labor Agreement (Article [62]).

Whenever a successful applicant is awarded a position in the C.L.R.S., the

employee will be given up to 90 days to demonstrate his/her qualifications for permanent assignment to the position. The applicant may be removed by MTA at any time during the training and qualification period when it is determined that he/she has not made sufficient progress and he/she may be returned by MTA to his/her former position or he/she may voluntarily within the first 90 days of his/her qualification period return thereto if he/she desires, without loss of seniority. (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 successful bidder has been given a reasonable opportunity to prove his/her qualifications). The qualifying period will begin at the completion of the formal instruction period. Employees successfully completing the qualifying period will be precluded from leaving the Light Rail division for a period of one year.

Any employee effecting a transfer out of Light Rail, including one who was disqualified or voluntarily returned to his/her former position in the 90-day probationary period, will be precluded from effecting a transfer back into Light Rail for a period of two years.

MTA may elect to train successful senior applicants before job opportunities are available, in which case such employees could return to the former jobs until openings occur.

ARTICLE L.R.-17

It may be expected that suppliers of equipment and facilities will perform work only as required by contract or warranty during testing, pre-revenue and early revenue periods, and that MTA supervisory employees will operate trains and perform maintenance and other work only during testing and pre-revenue operating periods.

ARTICLE L.R.-18

The C.L.R.S. has been designed for one-person train operation, and therefore one operator will be assigned per train.

ARTICLE L.R.-19

Train Operators will perform in accordance with all established safety rules and regulations, standard operating procedures and special train orders communicated through the control center or authorized MTA officials. The Operator will be required to carry while on duty certain equipment and supplies as prescribed by MTA. The Operator will be required to report any problems that might arise which could endanger passengers, employees or equipment. Operators must observe the condition of the train at ends of line, noting and recording vandalism that has occurred. Operators will also

collect lost articles, large trash, newspaper, etc., from their vehicle.

The Operators will be in contact by radio with the control center, and Operators will have two-way communication between all cars and the train cab. Operators will make or receive necessary public address announcements and messages to and from passengers, and perform other related duties as required.

The normal on-line mode of operation of trains will be manual; in this mode Operators will open and close passenger doors and press a proceed button, observing operating conditions and monitoring all lights, gages and equipment in the vehicle cab. As directed by management, Operators will be required to manually operate all control functions of the train. Operators will be trained in and will be required to perform specified troubleshooting procedures to correct malfunctions as necessary during their tours of duty, and will be required to know and follow specified procedures, including evacuation of trains, in event of emergencies.

Extra operator work may include line operation and/or yard work, but picked runs will not include both line and yard assignment. Once picked, yard operators will perform only yard work and line operators will perform only line work except under emergency conditions. Yard Operator work will include make-up of trains, shifting, running cars through washer and other related duties as required, but not interior sweeping and cleaning of cars. (It is understood that shifting includes coupling and uncoupling cars). When in line service, Operators will operate in revenue service, pick-up, store and change trains as required in yard, on line or in terminal areas, and will couple and uncouple cars from within the cars.

ARTICLE L.R.-20

In order to accommodate Central Light Rail Operations, the following additions are made to the listings of Non-Operating Department Groups in Article (49) and in Article (50), Section (1) of the Labor Agreement:

- | | |
|-----------|--|
| Group #9 | A new group #9 is added with the heading “Central Light Rail Car Maintenance”, with the following listings: “Truck Repairs”, “Body Repairs”, “Unit Rebuild and Replacement”, “Inspection”, and “Cleaning”. |
| Group #10 | A new Group #10 is added with the heading “Central Light Rail Systems Maintenance”, and with the following listings: “Fare Collection Machines”, “Signals”, and Traction |

ARTICLE L.R.-21

New and replacement positions in Group #9 and #10 will be filled in accordance with the procedures described in Article R-29, notwithstanding the bidding procedures outlined for these Groups in Article (50), Section (1) of the Labor Agreement. Employees currently qualified and working in jobs such as Electrician, Plumber, etc., which are the same in both bus and rail, shall not be required to take a test to re-qualify when transferring between bus and rail.

ARTICLE L.R.-22

The provisions of Article (52), Section (5) of the Labor Agreement regarding re-pick of work assignments shall apply also to all personnel in Groups #9 and #10.

ARTICLE L.R.-23

The work of the Group 6 maintenance classification on C.L.R.S. will be in accordance with Article R-23.

ARTICLE L.R.-24

The work of the Group #9, Group #10 and Group #11 maintenance classification on C.L.R.S. will be in accordance with Article R-24.

ARTICLE L.R.-25

MTA reserves the right to waive all or part of any hiring progression adjustments for any Technician or “A” Repairman job, provided that all incumbents in the specific job are brought up to the wage level of the individual for whom the waiver is effective, without prejudice to future application of the progression.

ARTICLE L.R.-26

In the event of an operating emergency, the MTA may require employee on duty to extend their tours of duty beyond their normal quitting time. Emergency shall be defined as fire, water, collision, derailment, power outage or any other condition that would shut down line operations.

ARTICLE L.R.-27

The provisions of Article (59), Section (1) of the Labor Agreement will

apply also to C.L.R.S. Maintenance employees, and the classification “Technician” is added wherever “A” Repairman appears.

ARTICLE L.R.-28

The provision of Article (61), Section (3) and (4) of the Labor Agreement regarding tool allowance and operation of trucks will also apply to C.L.R.S.

ARTICLE L.R.-29

The provisions of Article R-29 apply to the C.L.R.S. Further, the first sentence of the first paragraph of Article R-29, Section (1) is modified to read as follows:

If a vacancy occurs in Group #6, #7, #8, #9, or #10 between Annual Picks, first, the remaining employees in the classification in the Group on the Seniority List below the vacancy, at the affected location will be entitled to a move-up for shift and days off; then the remaining vacancy will be open by seniority to individuals in the next lower classification within the same Group who qualify, before being filled from the following posting procedure.

MTA will post notices of Non-Operating job openings on bulletin boards in all Non-Operating locations, and will offer the opportunity for Non-Operating Department employees to apply for such positions. Vacancies will be posted within 10 days of their occurrence. Postings will be from Wednesday through Tuesday for a period of seven (7) working days.

MOBILITY SUPPLEMENT PROVISIONS FOR MOBILITY OPERATORS

All provisions in the Bus Operators Section (Part II) will be applicable to employees covered by the Mobility Supplement unless specifically stated otherwise.

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 in the Mobility Department.

Operating Department language will be the default language where the Mobility Supplement is silent for any future changes in the Mobility Department. If the Operating Department language does not adequately cover the changes in Mobility, then the MTA will meet with the Union to clarify the language.

Mobility (25) --- DEFINITIONS

Section (1) 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/her 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 (2) Extra Operator is any operator who, for any reason, does not pick or is not assigned to a run.

Section (3) Regular Operator is an operator who selects or is assigned to a run and is not disqualified from operating that run.

Section (4) 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 (5) Special Work is any work performed in the Transportation Department other than operating a vehicle in revenue service.

Section (6) 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 (7) 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 (8) Tripper is a scheduled or unscheduled piece of work not incorporated in a regular run.

Section (9) 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 (10) 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 (11) A permanently vacated run is a run vacated by reason of promotion, resignation, dismissal, pension, severance, death.

Section (12) 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.

Mobility (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/her 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 in accordance 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/she 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/she is qualified to perform.

Any operator displaced by any physically limited operator shall be given the opportunity to exercise his/her seniority at his/her Division, or fill the run vacated by such physically limited operator. If such an operator exercises his/her 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/she last held is no longer open, he/she shall "bump-in" as follows:

The operator may "bump-in" at any Division in accordance with his/her seniority. The operator "bumped" by the returning operator may, in turn, "bump" at any Division, in accordance with his/her 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/she selected as possible. The "bump-down" will be placed into effect on Sunday of the week following the week in which it is completed.

Mobility (27) --- 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 Mobility (26) Section (1). All runs must be filled at the General and Division Picks, except ones held for System Bid, in accordance with Mobility (30), Section (1).

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/her 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. Mobility picks shall be completed within two (2) days. Should additional time be needed for either pick then it will be adjusted accordingly.

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) The structure of the Mobility service does not provide for relief points. The Mobility Department will adjust the schedules of the operators scheduled to pick at a time when the operator assignment would have them in service at their pick time. This adjustment will involve removing scheduled pick-ups from the operator's manifest so that the operator may pull into the division to pick. After the operator has had an opportunity to pick, such operator will continue in service as his/her manifest shall indicate.

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/her Division or pick a run on the line on which he/she is working. If there are no more runs open on the line on which he/she 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/her on lines on which he/she 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/she will not be barred from picking a run on that line merely because it interlines with other lines on which he/she 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/her run and has been placed on the Extra List in accordance with his/her seniority, and he/she is in a group of those eligible to select a hold-down, his/her 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. All holiday picks will be done during the appropriate regularly scheduled pick.

This provision shall be adopted on a trial basis and shall remain in effect only so long as the terms of the 2008 – 2012 Agreement remains in effect, unless extended by the Parties in writing. This provision will be effective for picks following the issuance of the May 12, 2010 Award.

Section (8) An operator who, at a new pick of runs at the Division to which he/she 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/her an off period of eight (8) hours, he/she 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/she shall be paid for his/her run on regular work days, and on his/her assigned day off he/she 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/she may request other day or days off to replace such day or days off he/she 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.

Mobility (28) --- 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/her choice in writing or fail to pick at his/her 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/she shall resume the operation of his/her 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/her position in the rotating system as working a “hold-down”. However, he/she shall accept for his/her 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.

Mobility (29) --- POSTING AND BIDDING OF PERMANENTLY VACATED RUNS

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

(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/her 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/her 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/her first choice, second choice, and so on. An operator who has left his/her selection of runs with the authorized MTA representative may withdraw his/her 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) The Mobility Department will post any run permanently vacated for bid as needed to fill operating needs and the continuance of service. The Mobility Department will post such runs on the first available Monday (excluding if the Monday should fall on a holiday)

following the vacating of the run to be posted. The posting when made shall continue until midnight of the following Thursday. Any such run not filled by a bid shall be filled at the particularly Division by “hold down” until the next Division Pick.

Whenever a successful applicant is awarded a position in Mobility Division, the employee will be given up to 90 days to demonstrate his/her qualifications for permanent assignment to the position. The applicant may be removed by MTA at any time during the training and qualification period when it is determined that he/she has not made sufficient progress and he/she may be returned by MTA to his/her former position or he/she may voluntarily within the first 90 days of his/her qualification period return thereto if he/she desires, without loss of seniority. (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 successful bidder has been given a reasonable opportunity to prove his/her qualifications.) The qualifying period will begin at the completion of the formal instruction period. Employees successfully completing the qualifying period will be precluded from leaving Mobility for a period of one year.

Any employee effecting a transfer including one who was disqualified or voluntarily returned to his/her former position in the 90-day probationary period, will be precluded from effecting a transfer to Mobility for a period of two years from time of the initial transfer.

Mobility (30) --- 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 85 percent on Sundays and Holidays at each Division. MTA in making no less than 85 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 a minimum of twelve (12) minutes layover on one trip after three (3) 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, in no event will straight runs on Sundays and Holidays contain

more than eight (8) hours actual operating time.

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 Mobility (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.

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/she was supposed to begin his/her meal break, he/she will be paid as follows:

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

If he/she has less than thirty (30) minutes left on his/her meal break, but nevertheless manages to relieve on time at the end of the remaining break, he/she will be paid the time of the delay, the remaining time of the

scheduled break plus the time of the run.

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

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

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

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

(e) If he/she has less than thirty (30) minutes left on his/her meal break and takes the full thirty (30) minutes, thus failing to relieve on time at the end of his/her break, he/she 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 operator 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/her run and an emergency occurs, causing a break in service, such operator shall be assigned his/her run, but may be started out in advance of his/her regular starting time to fill in the break in service and shall thereafter be adjusted to his/her 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/her 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 ten (10) minutes (that is, the run starts ten (10) minutes before the scheduled starting time), or the completion thereof is set back ten (10) minutes (that is, the run finishes ten (10) 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 ten (10) minutes before scheduled starting time or is set back more than ten (10) 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 re-pick 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 re-pick 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/her regular reporting time and MTA elects not to operate a run, the operator may be assigned other work. However, at MTA's discretion he may be used for special work for one time within a pick; or if an emergency arises and no extra operator is available, he may be assigned to revenue or instructional work. An operator will not be paid less than that of the operator's regular run. 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/her regular reporting time and he/she has started his/her assignment outside the division and MTA elects not to complete his/her assignment and uses operator for other work he/she will be paid for such work, and will not be paid less than what he/she would have received if he/she had completed his/her run. If the work or run assigned to him compels him to work past the quitting time of the run not worked, he/she shall be paid time and one-half for all time worked past the quitting time.

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 one (1) hour 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/she is qualified on the type of vehicle to which he/she is assigned, for his/her regular established rate. Such operator will be paid for his/her regular assignment, or whichever is greater. If the work or run assigned to him/her compels him/her to start before the starting time or work past the quitting time of his/her regular assignment, he/she 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/her 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/her follower and takes the follower's vehicle into the Division, he/she 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/her scheduled quitting time, and he/she shall receive the established rate for all time consumed in excess of his/her 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/she shall be paid the established rate for the time in excess of his/her scheduled quitting time. If such operator is required to wait for an exchange from the Shops Department, he/she will be paid in conformity with the first paragraph of this Section. If exchange occurs on another street, he/she 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/her 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.

Mobility (31) --- 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/her week's compensation shall be reduced by eight (8) hours for each day that he/she --

- (a) Fails to report or to accept and complete all work assignments;
- (b) Is absent from work any day other than his/her 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/her 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/she fails to qualify, he/she shall be paid for such time only and it shall not be applied against his/her 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/she shall not be compensated.

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

If an operator reports for a second show-up period and is later assigned to a run, he/she 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/she shall be paid for all such work as provided for in Article 43 -- "Non Platform Work--Operators", and his/her 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.

Section (8) When an Operator receives an add-on to his/her run that is verified as the cause for the Operator pulling into the Division after the Operator's scheduled pull-in time, and the lateness is less than 60 minutes but more than 30 minutes, the Operator will be paid a minimum of 1 hour if the Operator completes the add-on assignment. When an Operator receives an add-on to his/her run that is verified as the cause for the Operator pulling into the Division after the Operator's scheduled pull-in time and the lateness is more than the 60 minutes, the Operator will be paid for the actual time worked if the Operator completes the add-on assignment.

Mobility (32) -- 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/her seniority. The position assigned each operator within subdivisions (a), (aa), (f), (h) and (i) above shall be in accordance with his/her numerical sequence of the previous day.

When an operator registers his/her name in day off book, and on markup would fall for a run, he/she must know the first part of run to qualify or he/she 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/she 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/she 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/her 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/her at least eight (8) hours, measuring from the beginning time of his/her assigned run and terminating before the ending time thereof, he/she shall receive only the pay of his/her 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/her 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/her assignment, he/she 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/she has first shown up, be released for the day, if no work is anticipated as being available for him/her during the balance of the day. Such release, however, shall not be made of any extra operator if his/her position for work on the Extra List at the time is not greater than the number of extra operators 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/she, 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/her day off, or is working outside of his/her 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/her run and catches a late straight, he/she 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/her 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/her Home Division and works a run for a foreign Division, he/she will be allowed only one (1) hour travel time.

(b) Whenever an Operator pulls out of his/her home Division and works a scheduled tripper for a foreign Division, he/she 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/her "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/she is given assignment, requests relief as specified in (b) and (c) above, and no relief is furnished, he/she will complete his/her trip from relief point to his/her schedule terminus and then may operate the vehicle to the Division and settle his/her accounts for the day.

If an operator, at the time he/she is given an assignment, does not request relief, but after starting his/her 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/her trip to his/her scheduled terminus and then may operate the vehicle to the Division and settle his/her 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/her 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.

Mobility (33) -- PREMIUM TIME -- OPERATORS

Section (1) Overtime -- Except as provided in **Mobility (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.

Effective July 1, 2010 to be eligible to be paid at overtime rates due to the fact that employees are working on an assigned day off, the employees must have completed all their assignments during their five (5) regularly scheduled days in that week, unless the failure to do so is due to any of the following causes: 1) jury duty; 2) bereavement leave; 3) contractually authorized Union leave; 4) mandated court attendance; 5) hospitalization; 6) the result of being directed not to complete those assignments by the MTA (including the MTA physician); 7) occupational illness or injury; 8) documented non-occupational illness or injury (provided further that documented illness or injury will be recognized under this provision only

for the first two times in a calendar year); and 9) any other absence with MTA approval (other than non-occupational illness or injury which situation is covered by 8)).

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.

Mobility (34) -- 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 operator, 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/her 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 operator 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 operator, 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. Effective July 1, 2010, operators shall be paid one dollar (\$1.00).

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

Section (6) Moving Equipment. An operator moving equipment from Division to Division shall be paid the established rate for the actual time he/she 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 (7) 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 (8) 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 and 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 (9) Assignments Changed. An operator taken off his/her assigned run to work a run with less pay time shall be paid the time called for on his/her assigned run, and all time worked past the quitting time of his/her assigned run shall be paid for at the rate of time and one-half.

Section (10) - Telephone Calls. Operators shall be reimbursed for any telephone calls made by them for MTA business while on duty.

Mobility (35) -- 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. 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/she 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/her 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/her 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/her assignment for the following day may be removed from his/her current day's assignment so that a period of eight (8) hours may elapse before he/she 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/she 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/her 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/her 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/she 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/her 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/her 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

Mobility (36) -- 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.

Mobility (37) -- 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/her own run but is still able to make all trips, will be paid for full run. An operator who misses out and catches his/her 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/she could report in person within one (1) hour of his/her 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/she is needed he/she shall be paid for all time held or worked, beginning with the time he/she 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/her 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/she reports in person, he/she will not be paid for the first two hours of Show-up. However, if he/she is released after showing up in person and given a later Show-up he/she 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/she 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 operator 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/she shall be paid for time held and worked. If either alternative is adopted, the operator will not be eligible to work on his/her 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/she shall be paid for time held and worked.

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

Mobility (38) -- 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) years' 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/her name, thereby indicating his/her desire to work on his/her day or days off, or before or after his/her 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/her 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/she 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/she has not missed or failed to complete his/her 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/her turn and he/she 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/she would be if such assignment were during his/her regular work week. Should an operator be assigned as herein outlined and refuse to accept such assignment, he/she 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/her Division Manager a letter of intent signed by him/her and the operator with whom he/she is trading days off. Neither operator may work on the traded days off.

Mobility (39) – HOLIDAYS – MOBILITY 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 --- Third Monday in January
President's Day--- Third Monday in February
Memorial Day --- Last Monday of May
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/her 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/she 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.

(a) 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/she 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/her 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.

Mobility (40) -- 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.

Mobility (41) -- 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/she is still qualified to work as an operator, he/she shall be paid in accordance with the following:

(a) If the work is classified at a higher rate of pay than platform work, he/ she 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/ she shall be entitled to his/her 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/her 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/she would have received on his/her regular assignment.

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

Section (3) An operator who, on his/her 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/she is assigned. An operator, on his/her assigned day to work, working as a Division Secretary, a Starter, or Dispatcher, shall be paid the rate of the job to which he/she is assigned.

An operator who reports for his/her 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/her 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/she shall be paid the rate of the job and shall accept the days off from 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."

Mobility (42) -- REVIEW OF RECORDS

There shall be a periodic review of records of all members of the UNION.

Accidents and safety violations will not be used for disciplinary action 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 not be used for disciplinary action after a lapse of time of two (2) years.

All other violations of MTA policies, procedures and/or applicable laws not mentioned above will not be used for disciplinary action after a lapse of time of two (2) years.

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 the probationary period safety matters and violations of Federal and State law will be considered.

Mobility (43) -- 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) On a contract year basis and thereafter, each operator who has completed probation will be reimbursed for 70% (effective July 1, 2010 operators will be reimbursed at 100%) 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:

\$350.00 effective with the July 1, 2012 contract year.

Mobility (44) -- 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/her relief is present and checked in.

Section (4) Dispatchers 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 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 Dispatcher 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 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 at the home division,
2. From day off Dispatchers 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 –

3. From the qualified Dispatcher, extra list at the home division, working straight time.
4. From the qualified Dispatcher extra list system-wide, working straight-time. When the regular assignment or run of an extra Dispatcher 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.
5. From the regular day-off Dispatcher home relief Dispatcher on the basis of turn at work.
6. From the regular day-off Dispatcher system-wide on the basis of turn at work.
7. From extra day-off Dispatcher working a hold-down at the home division, extra day-off Dispatcher-Starter list at the home division, and extra day-off Dispatcher list system-wide.
8. Whenever an operator is holding down a job as Dispatcher, he/she shall be allowed to work as an operator on his/her assigned days off, at his/her home division only. He/she will be treated as if working from his/her division.

Section (7) Vacation picks for Dispatchers will be established. Eligible operators on the Dispatcher list at the Division where a Relief Dispatcher or Relief Starter picks his/her vacation, shall whenever possible hold the open job until the Relief Dispatcher or Relief Starter returns to work.

Section (8) The annual pick for Dispatchers shall be held in December to be put into effect after January 1, of the next calendar year.

PART VIII BASIC WAGES AND HOURS

Article (62)

BASIC WAGE RATES AND ESTABLISHED WORKING HOURS

Section (I) Hiring Wage Progressing Scales

(a) All newly hired employees hired into bargaining unit jobs on or after August 27, 1996, shall receive during the first twelve (12) months of employment 65% of the top rate of the job, during the next twelve (12) months of employment 70% of the top rate of the job, during the next twelve (12) months of employment 75% of the top rate of the job, during the next twelve (12) months of employment 85% of the top rate of the job, and 100% thereafter. This wage progression applies only to newly hired employees hired into bargaining unit jobs after August 27, 1996, for the first 48 months of their employment.

(b) All newly hired employees hired into bargaining unit jobs on or after December 6, 1999 shall receive during the first twelve (12) months of employment 61% of the top rate of the job, during the next twelve (12) months of employment 65% of the top rate of the job, during the next twelve (12) months of employment 70% of the top rate of the job, during the next twelve (12) months of employment 75% of the top rate of the job, during the next twelve (12) months of employment 85% of the top rate of the job and 100% thereafter. This wage progression applies only to newly hired employees hired into bargaining unit jobs on or after December 6, 1999, for the first 60 months of their employment.

(c) Effective July 1, 2016, all newly hired A- Mechanics and Technicians into the bargaining unit shall receive during the first twelve (12) months of employment 70% of the top rate during the first twelve (12) months; 75% during the next twelve (12) months; 80% during the next twelve (12) months; 85% during the next twelve (12) months; 90% for the next twelve (12) months; and 100% after 60 months of service. Incumbent A-Mechanics and Technicians shall have their rate adjusted to the new progression based on service.

(d) The wage progression shall only apply to newly hired employees of the MTA. Employees transferred into the bargaining unit from other bargaining units within the MTA will be paid at the appropriate progression rate based on their years of continuous employment with the MTA prior to transferring into the bargaining unit.

Section (2) Wage Rates

The rates in effect July 1, 2017 shall be increased by three (3) percent, effective July 1, 2018, July 1, 2019, July 1, 2020 and July 1, 2021. Retroactive increases will be paid within sixty (60) days of ratification of this Agreement.

Classification	7/1/2017	7/1/2018	7/1/2019	7/1/2020	7/1/2021
-----------------------	-----------------	-----------------	-----------------	-----------------	-----------------

DISPATCHER

12 MONTHS	\$19.91	\$20.51	\$21.12	\$21.76	\$22.41
24 MONTHS	\$21.22	\$21.85	\$22.51	\$23.18	\$23.88
36 MONTHS	\$22.85	\$23.53	\$24.24	\$24.97	\$25.72
48 MONTH	\$24.48	\$25.21	\$25.97	\$26.75	\$27.55
60 MONTHS	\$27.74	\$28.58	\$29.43	\$30.32	\$31.23
TOP	\$32.64	\$33.62	\$34.63	\$35.67	\$36.74

DIVISION SECRETARY

12 MONTHS	\$18.77	\$19.34	\$19.92	\$20.51	\$21.13
24 MONTHS	\$20.00	\$20.60	\$21.22	\$21.86	\$22.51
36 MONTHS	\$21.54	\$22.19	\$22.85	\$23.54	\$24.25
48 MONTHS	\$23.08	\$23.77	\$24.49	\$25.22	\$25.98
60 MONTHS	\$26.16	\$26.94	\$27.75	\$28.58	\$29.44
TOP	\$30.78	\$31.70	\$32.65	\$33.63	\$34.64

STARTER

12 MONTHS	\$18.77	\$19.33	\$19.91	\$20.51	\$21.13
24 MONTHS	\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
36 MONTHS	\$21.54	\$22.19	\$22.85	\$23.54	\$24.24
48 MONTHS	\$23.08	\$23.77	\$24.49	\$25.22	\$25.98
60 MONTHS	\$26.16	\$26.94	\$27.75	\$28.58	\$29.44
TOP	\$30.78	\$31.70	\$32.65	\$33.63	\$34.64

MONEY RUNNER

12 MONTHS	\$18.36	\$18.91	\$19.48	\$20.06	\$20.67
24 MONTHS	\$19.57	\$20.15	\$20.76	\$21.38	\$22.02
36 MONTHS	\$21.07	\$21.70	\$22.35	\$23.02	\$23.72
48 MONTHS	\$22.58	\$23.25	\$23.95	\$24.67	\$25.41
60 MONTHS	\$25.59	\$26.35	\$27.14	\$27.96	\$28.80
TOP	\$30.10	\$31.00	\$31.93	\$32.89	\$33.88

PORTER

12 MONTHS	\$14.38	\$14.81	\$15.26	\$15.71	\$16.18
24 MONTHS	\$15.32	\$15.78	\$16.25	\$16.74	\$17.24
36 MONTHS	\$16.50	\$17.00	\$17.50	\$18.03	\$18.57
48 MONTHS	\$17.68	\$18.21	\$18.76	\$19.32	\$19.90
60 MONTHS	\$20.03	\$20.63	\$21.25	\$21.89	\$22.54
TOP	\$23.57	\$24.28	\$25.01	\$25.76	\$26.53

STATION ATTENDANT

12 MONTHS	\$17.07	\$17.58	\$18.11	\$18.65	\$19.21
24 MONTHS	\$18.19	\$18.74	\$19.30	\$19.88	\$20.47
36 MONTHS	\$19.59	\$20.18	\$20.78	\$21.41	\$22.05
48 MONTHS	\$20.99	\$21.62	\$22.27	\$22.94	\$23.62
60 MONTHS	\$23.79	\$24.50	\$25.24	\$26.00	\$26.78
TOP	\$27.99	\$28.83	\$29.69	\$30.59	\$31.50

VAULT PULLER

12 MONTHS	\$17.07	\$17.58	\$18.11	\$18.65	\$19.21
24 MONTHS	\$18.19	\$18.74	\$19.30	\$19.88	\$20.47
36 MONTHS	\$19.59	\$20.18	\$20.78	\$21.41	\$22.05
48 MONTHS	\$20.99	\$21.62	\$22.27	\$22.94	\$23.62
60 MONTHS	\$23.79	\$24.50	\$25.24	\$26.00	\$26.78
TOP	\$27.99	\$28.83	\$29.69	\$30.59	\$31.50

OPERATOR

12 MONTHS	\$17.97	\$18.51	\$19.07	\$19.64	\$20.23
24 MONTHS	\$19.15	\$19.73	\$20.32	\$20.93	\$21.55
36 MONTHS	\$20.62	\$21.24	\$21.88	\$22.54	\$23.21
48 MONTHS	\$22.10	\$22.76	\$23.44	\$24.15	\$24.87
60 MONTHS	\$25.04	\$25.80	\$26.57	\$27.37	\$28.19
TOP	\$29.46	\$30.35	\$31.26	\$32.20	\$33.16

TECHNICIAN

12 MONTHS	\$22.27	\$22.94	\$23.63	\$24.34	\$25.07
24 MONTHS	\$23.87	\$24.59	\$25.32	\$26.08	\$26.87
36 MONTHS	\$25.46	\$26.22	\$27.01	\$27.82	\$28.66
48 MONTHS	\$27.05	\$27.86	\$28.70	\$29.56	\$30.45
60 MONTHS	\$28.64	\$29.50	\$30.38	\$31.30	\$32.23
TOP	\$31.82	\$32.77	\$33.76	\$34.77	\$35.81

“A” REPAIRMAN/MECHANIC

12 MONTHS	\$21.55	\$22.20	\$22.86	\$23.55	\$24.25
24 MONTHS	\$23.09	\$23.78	\$24.50	\$25.23	\$25.99
36 MONTHS	\$24.63	\$25.37	\$26.13	\$26.91	\$27.72
48 MONTHS	\$26.17	\$26.96	\$27.76	\$28.60	\$29.45
60 MONTHS	\$27.71	\$28.54	\$29.40	\$30.28	\$31.19
TOP	\$30.79	\$31.71	\$32.67	\$33.65	\$34.65

“B” REPAIRMAN/MECHANIC

12 MONTHS	\$17.97	\$18.51	\$19.06	\$19.64	\$20.23
24 MONTHS	\$19.15	\$19.72	\$20.32	\$20.93	\$21.55
36 MONTHS	\$20.62	\$21.24	\$21.88	\$22.53	\$23.21
48 MONTHS	\$22.10	\$22.76	\$23.45	\$24.15	\$24.87
60 MONTHS	\$25.04	\$25.79	\$26.56	\$27.36	\$28.18
TOP	\$29.46	\$30.34	\$31.25	\$32.19	\$33.16

“C” REPAIRMAN/MECHANIC

12 MONTHS	\$15.64	\$16.11	\$16.59	\$17.09	\$17.60
24 MONTHS	\$16.66	\$17.16	\$17.67	\$18.20	\$18.75
36 MONTHS	\$17.95	\$18.49	\$19.04	\$19.61	\$20.20
48 MONTHS	\$19.23	\$19.81	\$20.40	\$21.01	\$21.64
60 MONTHS	\$21.79	\$22.44	\$23.12	\$23.81	\$24.52
TOP	\$25.64	\$26.41	\$27.20	\$28.02	\$28.86

RECEIVING CLERK

12 MONTHS	\$18.58	\$19.14	\$19.71	\$20.30	\$20.91
24 MONTHS	\$19.80	\$20.39	\$21.01	\$21.64	\$22.29
36 MONTHS	\$21.32	\$21.96	\$22.62	\$23.30	\$24.00
48 MONTHS	\$22.85	\$23.54	\$24.24	\$24.97	\$25.72
60 MONTHS	\$25.89	\$26.67	\$27.47	\$28.29	\$29.14
TOP	\$30.46	\$31.37	\$32.32	\$33.28	\$34.28

CLEANER “A”

12 MONTHS	\$12.58	\$12.96	\$13.35	\$13.75	\$14.16
24 MONTHS	\$13.40	\$13.80	\$14.22	\$14.64	\$15.08
36 MONTHS	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24
48 MONTHS	\$15.47	\$15.93	\$16.41	\$16.90	\$17.41
60 MONTHS	\$17.53	\$18.06	\$18.60	\$19.16	\$19.73
TOP	\$20.62	\$21.24	\$21.88	\$22.53	\$23.21

CLEANER “B”

12 MONTHS	\$12.58	\$12.96	\$13.35	\$13.75	\$14.16
24 MONTHS	\$13.40	\$13.80	\$14.22	\$14.64	\$15.08
36 MONTHS	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24
48 MONTHS	\$15.47	\$15.93	\$16.41	\$16.90	\$17.41
60 MONTHS	\$17.53	\$18.06	\$18.60	\$19.16	\$19.73
TOP	\$20.62	\$21.24	\$21.88	\$22.53	\$23.21

(c) Effective beginning May 18, 1979 all newly hired employees hired into bargaining unit jobs and all interdepartmental transferees into the following jobs (subject to Sub-Section (d) below as it relates to employees transferred by the MTA between departments as a result of physical disqualification), shall be paid top rates (subject to the application of Wage Progression Scales set forth in Section (1) of this Article), as follows:

Classification	Top Wage Rate For As a Percent Classification of Mechanic “B” Top Rate
Technician.....	108%
“A” Mechanic	104.5%
“B” Mechanic.....	100%
Vault Puller.....	.95%
Station Attendant.....	.95%
“C” Mechanic.....	.87%
Transportation Porter85%
Watchman.....	.82%
Laborer.....	.81%
Janitor.....	.80%

“A” Cleaner.....	80%
“B” Cleaner.....	77%
Station Aide.....	70%

Incumbents in the above job classifications on May 18, 1979, shall thereafter be entitled to receive one hundred percent (100%) of cost-of-living escalator increases and, unless and until their rates are at the same level as persons in the same classification who are paid at the rates set forth above, fifty percent (50%) of basic wage increases. The cost-of-living increases and the basic increases referred to above are those that would apply to a newly hired employee at the restructured top rate for the classification. Any person who is an employee on May 17, 1979 and is promoted within a Department will be treated as though he/she were an incumbent in the classification into which he/she is promoted.

Effective July 27, 1994, all newly hired employees hired into bargaining unit jobs and all interdepartmental transferees into the following jobs (subject to Article (62), Section (2)(d) as it relates to employees transferred by the MTA between departments as a result of physical disqualification), shall be paid top rates (subject to the application of the Wage Progression Scales), as follows:

Top Wage Rate For
Classification As a Percent

Classification of Mechanic “B” Top Rate

Transportation Porter	80%
Janitor.....	70%
“A” Cleaner.....	70%
“B” Cleaner.....	70%

Incumbents in the above job classifications on the date of this Award, shall thereafter be entitled to receive one hundred percent (100%) of cost-of-living escalator increases and basic wage increases. The cost-of-living increases and the basic increases referred to above are those that would apply to a newly hired employee at the restructured top rate for the classification. Any person who is an employee on the date of this Award and is promoted within a Department will be treated as though he/she were an incumbent in the classification into which he/she is promoted.

(d) An employee who is transferred by the MTA between or within departments as a result of physical disqualification shall, for purposes of determining his/her applicable wage rate, be considered as though he/she were an incumbent on his/her date of hire in the job to which he/she is transferred.

For this contract (July 2018 – June 2022) only, MTA agrees to the following

wage rate adjustments:

July 1, 2018 –3.0%

July 1, 2019 – 3.0%

July 1, 2020 – 3.0%

July 1, 2021 – 3.0%

Section (4)

The parties agree that there shall be three Regular Work Shifts. The starting and ending times of the three Regular Work Shifts shall be:

1 st Shift	7:00am start	2:59pm end
2 nd Shift	3:00pm start	10:59pm end
3 rd Shift	11:00pm start	6:59pm end

The employees working on the second shift will receive the 40-cent per hour night differential in addition to his/her straight time and overtime payments. The employees working on the 3rd shift will receive the 45-cent per hour night differential, in addition to his/her straight time and overtime payment. No night differential is paid to employees working on the first shift.

In addition, due to the operational needs of the Maintenance and Non-Operating Departments, “alternate shifts” have been established by MTA Management and agreed to by Local 1300.

Ten alternate shifts start and end times have been established and are operating as of December 18, 2019. The ten alternate shifts are defined as follows:

Alternate #1	5:00am start	12:59pm end
Alternate #2	5:30am start	1:59pm end
Alternate #3	6:00am start	2:29pm end
Alternate #4	12 noon start	7:59pm end
Alternate #5	1:30pm start	5:29pm end
Alternate #6	2:00pm start	11:59pm end
Alternate #7	3:30pm start	11:59pm end
Alternate # 8	6:30pm start	2:59am end
Alternate #9	9:00pm start	4:59am end
Alternate #10	10:00pm start	6:29am end

The parties further agree that the night differential of 40-cents per hour will also be paid to employees working on alternate shifts #4, #5, #6, #7, and #8. The 45-cent per hour night differential will be paid to employees working on alternate shifts #9 and #10. No night differential will be paid to employees working on alternate shifts #1, #2, and #3.

As of December 18, 2019, the following chart represents the agreed to regular

shift and alternate shifts. No additional shifts will be established that deviate from the above listed start and end times without Management and ATU Local 1300 presenting the additional shifts for approval by Local 1300 Officers, MTA Payroll and MTA Office of Employee and Labor Relations.

Section (5) All employees in the Operating Department shall receive a night differential of forty-five (45) cents per hour in addition to their straight time and overtime payments for any hours or portions thereof worked between 8 P.M. and 4 A.M.

Section (6) Instruction Allowance

Employees other than Operators who are assigned by MTA to instruct newly assigned employees in the work to be done will be paid one dollar (\$1.00) per hour in addition to their straight-time and overtime earnings.

Instruction Allowance for Operators is set forth in Article (35), Section (2).

Section (6) When a daily or weekly rated employee is absent from work due to illness, MTA shall continue to pay such employee his regular salary in accordance with the limitations hereinafter set out and provided that employee is expected to return to duty in his former position. The period of payment shall be determined as follows:

(a) During the first thirty (30) days of absence, the payments shall be made upon employee's submission of satisfactory proof of his illness to MTA.

(b) MTA shall review the case at the end of the thirty (30) day period and if employee is still unable to return to work, payments shall be made for an additional thirty (30) days. At the end of the second thirty (30) day period, MTA shall again review the case and if similar conditions exist, payments shall be made for another thirty (30) day period. At the expiration of ninety (90) days of absence, employee shall not be entitled to draw his salary, but MTA may in its sole discretion allow employee to draw his salary for an additional thirty (30) days if the conditions of the particular case warrant this extra consideration. In no event shall employees continue to draw his salary beyond the maximum period of one hundred and twenty (120) days.

(c) Vault Pullers who become ill after reporting for work for the day shall be entitled to draw their pay for that day. However, for any other day they miss because of illness they shall be paid in accordance with the provisions of Article (16), Section (2).

Section (7) When an employee becomes entitled to Workmen's Compensation benefits from an accident not caused by his own negligence, he shall be paid for the balance of the day on which he is injured and MTA

shall pay him the equivalent of the daily Workmen's Compensation benefit per day for the first three days the employee misses, provided that those three days are not compensated for by Workmen's Compensation benefits.

Section (8) Whenever an employee covered by this Agreement becomes unable to perform his regular duties, through no fault of his own, by reason of injury intentionally inflicted upon him and arising out of 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 eight (8) hours pay per day and the disability benefits to which he is entitled under said law, for the period of his absence from work but 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. Any employee intending to file for supplemental pay under the provisions of this section must notify their Superintendent of that intent at the time of, or prior to, receiving their first Worker's Compensation payment. Otherwise, the request will not be considered. MTA shall provide a form for applying for benefits under this section.

Section (9) The parties agree to meet during the life of this AGREEMENT to develop a Financial Incentive Plan for bargaining unit employees.

Section (10) Skilled Trades A Repairman positions that are required to hold a Journeymen's license as a minimum qualification (the welder must have a certificate from an American Welder Society accredited test facility) will receive Skilled Trades pay. The positions are plumber, electrician, building HVAC, and welder. The Skilled Trades A Repairman rate shall be equal to 108 percent of the Mechanic B top rate.

PART VII CANCELLATION AND DURATION

Article (63) -- MODIFICATION

Section (1) If either party desires to modify this Agreement, during the term of the Agreement, it shall give the other party thirty (30) days' notice. A meeting of a representative of the UNION and Administrator/General Manager of MTA, or a representative designated by him/her, will be held to consider the proposals. If agreement is reached, it will be signed and become a supplement to this Agreement. If no agreement is reached, the existing terms of the Agreement will apply.

Article (64) -- DURATION

This Agreement shall become effective July 1, 2018 and shall remain in force and effect through June 30, 2022 and shall continue in force and effect from year to year thereafter unless written notice of amendment, revision, modification or termination is given by either party to the other party by registered mail on or before the 30th day of April prior to the expiration period of this contract or any renewals thereof.

In the event that, pursuant to the preceding section of this Agreement, either party gives written notice of amendment, revision or modification of this Agreement or requests termination of all or any part of this Agreement, and negotiations fail to result in an Agreement between the parties, all issues in dispute shall be submitted to a Board of Arbitration on written demand of either party. The Board of Arbitration shall be composed of three (3) persons, one (1) to be chosen by the Administration, one (1) to be chosen by the UNION, and the two (2) thus selected to select the disinterested arbitrator. The findings of a majority of said Board of Arbitration shall be final and binding on the parties hereto. Each of the parties hereto shall name its arbitrator within ten (10) days after having received written notice from the other party hereto, and if either party fails to name its arbitrator it shall forfeit its case. If, after a period of ten (10) days from the date of the appointment of the two (2) arbitrators representing the UNION and the Administration the disinterested arbitrator has not been selected, then either arbitrator may request the American Arbitration Association to furnish a list of five (5) persons from which the arbitrator shall be selected. The American Arbitration Association shall be asked to furnish such list within seven (7) days of the receipt of the request. The arbitrators appointed by the parties, no later than five (5) days after the receipt of such list, shall determine by lot the order of elimination and thereafter each shall in that order alternately eliminate one (1) name until only one (1) name remains, and that person on the list shall be the disinterested arbitrator and chairman

of the Board. All the conditions in this contract shall remain undisturbed during the arbitration proceedings. Each of the parties hereto shall bear the expense of its own arbitrator, and the parties hereto shall jointly bear the expenses of the impartial arbitrator.

In Witness Whereof the Parties hereto caused their names to be subscribed by their duly authorized representatives this _____day of September 2020.

MARYLAND TRANSIT ADMINISTRATION

Kevin Quinn

MTA Administrator

WITNESSETH:

**AMALGAMATED TRANSIT UNION
A.F. of L. - C.I.O.
LOCAL NO. 1300**

Michael McMillan

President and Business Agent

WITNESSETH:
