

# AGREEMENT

*between*

**Long Beach  
Public Transportation Company**

*and*

**Amalgamated Transit Union,  
Local 1277, AFL-CIO**



*Effective July 1, 2021*

# AGREEMENT

*between*

**Long Beach**

**Public Transportation Company**

*and*

**Amalgamated Transit Union, Local 1277, AFL-CIO**

*Effective July 1, 2021*

Long Beach  
Public Transportation Company Anaheim St. Facility 1963 E. Anaheim St.  
Long Beach, CA 90813  
(562) 591-8753

**Transit Service Delivery Hot Line**  
**(526) 591-4863**

**Maintenance Hot Line**  
**(562) 591-3080**

---

Long Beach  
Public Transportation Company Jackson Transit Center  
6860 Cherry Ave.  
Long Beach, CA 90805

**Transit Service Delivery Dispatch**  
**(562) 808-8806**

**Maintenance Supervisors**  
**(562) 808-8820**

**TABLE OF CONTENTS**

	<b>SECTION I - GENERAL PROVISIONS</b>	<b>Article</b>	<b>Page</b>
Arbitration .....	9	7	
Assignability .....	2	2	
Bulletin Boards .....	12	9	
Changes of Classifications .....	11	9	
Check Off .....	16	10	
Company Rules .....	7	6	
Definitions .....	18	14	
Distribution of Contract .....	13	9	
Duration .....	3	3	
Grievances and Grievance Procedures .....	8	6	
Management .....	6	5	
Negotiations .....	4	4	
Pension Agreement .....	17	12	
Recognition .....	1	1	
Reopening Clause Under Wage Section .....	10	9	
Union Security .....	5	4	
Waivers .....	14	10	
Warranties .....	15	10	

**SECTION II - POLICIES AND BENEFITS**

Bereavement Leave .....	34	34	
Disciplinary Procedure – Employee Records .....	21	16	
Health, Dental, Vision and Life Insurance .....	30	23	
Holidays – Pay Time .....	33	30	
Jury Duty .....	34	34	
Layoffs .....	25	19	
Leaves of Absence .....	34	33	
Leaves of Absence – Sick Leave .....	35	35	
Liability Release .....	22	18	
Life Insurance .....	30	23	
Lost and Found Articles .....	29	22	
Medical Insurance .....	30	23	
Military Leave .....	34	35	
Pay Checks, Issuance of .....	28	22	
Personal Leave .....	34	33	
Physical Examination .....	27	20	
Probationary Period .....	19	15	
Promotions .....	24	18	
Public Notices .....	23	18	
Restrooms .....	37	38	

	<b>Article</b>	<b>Page</b>
Robbery Insurance .....	31	25
Seniority .....	20	15
Severance Pay .....	26	19
Transportation Privileges.....	36	38
Union Business Leave.....	34	33
Vacation .....	32	25

**SECTION III – MOTOR COACH OPERATOR PROVISIONS**

Absence, Hold-Down .....	40	52
Accident Compensation.....	42	55
Accident Prevention .....	43	55
Accident Reporting .....	41	53
Bumping.....	38	43
Charter Board .....	40	51
Cleaning, Motor Coach .....	46	58
Day Off Work .....	38	44
Equipment Changes .....	44	56
Extra Board Five Day Week .....	40	53
Extra Board Operators.....	40	50
Extra Board Operators Guarantee and Hours of Work .....	40	52
Extra Schedules.....	38	40
General Sign Up.....	38	41
Hours of Rest .....	38	46
Instructing Students.....	47	58
Meal/Rest .....	38	47
Miss-Outs .....	45	56
Overnight Charter Work .....	40	51
Pyramiding .....	39	50
Run Changes.....	38	43
Runs, Biddable, Not Bid.....	38	44
Runs, Continuity .....	38	41
Runs, Hours of Work.....	38	40
Runs, Incomplete .....	38	44
Runs, Regular .....	38	40
Runs, Trial and New.....	38	44
Runs, Vacated.....	38	43
Runs, Work Day and Work Week.....	38	39
Schedules.....	38	44
Split Runs, Maximum Spread .....	38	40

	<b>Article</b>	<b>Page</b>
Straight Runs, Minimum Number .....	38	39
Travel Time .....	38	46
Trippers .....	38	41
Uniforms .....	48	60
Wages – Motor Coach Operators .....	47	58

**SECTION IV – MAINTENANCE**

**SECTION IV – EMPLOYEE PROVISIONS**

Bidding.....	49	61
Bumping.....	49	65
Days Off.....	49	61
Equipment .....	49	63
Hours of Work .....	49	61
Layoffs .....	49	68
Leadperson, Duties of .....	49	67
Lockers and Change Rooms .....	49	62
Miss-Outs .....	49	65
Promotions .....	49	68
Reports and Time Slips .....	49	63
Safety and Sanitation.....	49	66
Smoking.....	49	63
Temporary Transfers .....	49	62
Tool Allowance and Insurance .....	49	64
Union Emblem.....	49	66
Vacancies and New Shifts .....	49	62
Vacations, Bidding of.....	49	67
Wages .....	50	70
Work by Maintenance Supervisor .....	49	67

**AGREEMENT**

This Agreement made and entered into by and between Long Beach Public Transportation Company, a California nonprofit corporation, its successors and assigns hereinafter called the "Company" and Local No. 1277 of the Amalgamated Transit Union, an unincorporated association, hereinafter called the "Union".

**WITNESSETH:**

That the parties hereto contract and agree as follows:

## SECTION I

### GENERAL PROVISIONS ARTICLE I

#### Recognition

**SECTION 1.** The Company recognizes the right of its employees to bargain collectively through representatives of their own choice and recognizes the Union as the exclusive representative of all its employees covered by this Agreement. Jurisdiction of the Union and the appropriate unit for collective bargaining are defined as embracing all operating and maintenance employees included within the classifications of employees as set forth in the wage sections of this Agreement. For the purposes of this Section, to bargain collectively is the performance of the mutual obligation of the Company and the Union to meet and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an Agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, such obligation does not compel either party to agree to a proposal or require the making of a concession.

**SECTION 2.** Any authorized Union representative shall be permitted on the premises of the Company during working hours to transact Union business provided, however, that the transaction of Union business shall not interfere with or delay any employee in his or her work. While on the premises of the Company such authorized Union representatives shall comply with the safety rules required of employees. The Union will, from time to time, provide a list of such authorized Union representatives. Upon request, any such authorized Union representative will be issued a LBT access I.D. card which shall give him/her access to areas that represented employees have access.

**SECTION 3.** Should the Union desire to discuss with the Company any general problems not pertaining to grievances, a meeting shall be arranged upon written request at a time mutually agreed upon. Any such meeting may include either an operator or elected union representative or both.



**SECTION 4.** An elected union representative may leave his/ her work during working hours with the permission of his/her immediate superior, without loss of pay time, for the purpose of performing the following duties for an employee or group of employees in his/her jurisdiction:

A. To present a problem for adjustment to the management when so requested by an employee under his/her jurisdiction.

B. To investigate any such problem so that it can be properly presented to the employee's immediate superior or further processed. It is understood by the parties that each will cooperate with the other in reducing to a minimum the actual time spent by the elected union representative in investigating, presenting and adjusting such problems.

**SECTION 5.** When the term "employee" is used in this Agreement, it shall mean an operating or maintenance employee included within the classifications of employees as set forth in the wage sections of this Agreement.

**SECTION 6.** The list of names of the authorized Union representatives shall be given to the President/CEO of the Company, as well as any change in such list, at least three (3) days prior to the effective date such authorized representatives assume office.

## **ARTICLE 2**

### **Assignability**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change, geographical, or otherwise, in the location or place of business of either party hereto.

### ARTICLE 3

#### Duration

**SECTION 1.** This Agreement shall be in effect from July 1, 2021, to June 30, 2023, both inclusive, and from year to year thereafter, except that at the expiration of the contract term or of any renewal thereof either party may terminate the Agreement by giving notice to the other party of its intention to terminate the Agreement or to negotiate changes in its terms.

Said notice shall be in writing and be delivered to the other party not more than ninety (90) and not less than sixty (60) days before the expiration of the contract term or of any renewal thereof. If such notice is given by either party, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new contract.

**SECTION 2.** If no agreement shall have been reached by the parties within thirty (30) days after such notice, the State Mediation and Conciliation Service established to mediate and conciliate disputes within the State shall be notified of the existence of a dispute.

**SECTION 3.** The Arbitration Award dated April 4, 2011, contained the following provision:

The Board of Arbitration retains jurisdiction to hear evidence and make decisions for the period July 1, 2012, to June 30, 2013, concerning the following subjects:

- A. Wages
- B. Health benefits and contributions
- C. Pension benefits and contributions, including whether there should be a Defined Contribution plan for new hires.

The hearing before the Board of Arbitration, assuming the Parties have not theretofore agreed concerning the above subjects, shall commence at 10:00 a.m. on June 14, 2012 and conclude no later than 5 p.m. on June 15, 2012, in Long Beach.

The Arbitration Award dated June 15, 2012, pertaining to pension benefits and contributions, health benefits and contributions, and wages is set forth in Articles 17, 30, 47, and 50, respectively.

**ARTICLE 4**  
**Negotiations**

**SECTION 1.** It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of the Company and the duly authorized representatives of the Union.

**SECTION 2.** The Union agrees to furnish the Company with an up-to-date list of all its officers and to immediately notify the Company of any and all changes thereto.

**SECTION 3.** Negotiation dates and times will be set by mutual agreement between the parties. LBT shall pay up to six (6) employees who shall be paid for time spent meeting and conferring. Local 1277 shall advise LBT of the employees to be paid. For any day in which the parties formally meet and confer, LBT shall pay each employee eight (8) hours or their daily run pay, whichever is greater. LBT shall not pay employees overtime for the amount of time that is spent formally meeting and conferring. However, the time that is paid shall count toward an employee's "work time" per the Collective Bargaining Agreement (CBA). Employees will not be paid by LBT if negotiations are held on a day which is the employee's regularly scheduled day off or if the employee is on paid or unpaid leave.

**ARTICLE 5**  
**Union Security**

**SECTION 1.** Not later than the thirtieth (30th) day following the beginning of their employment, and as a condition of employment, all employees coming within the scope of this Agreement shall become and remain members of the Union during the period covered by this Agreement.

**SECTION 2.** The Company shall forward the names of all persons covered by this Agreement entering or leaving its employ to the secretary of the Union in writing, together with the designation of the department, division or work unit to which such persons are or were assigned, noting such persons who are leaving or returning from military service.

**SECTION 3.** An employee may choose not to join the Union. If an employee chooses not to join the Union, he or she shall still be required to pay an Organization Service Fee to the Union. The Company will deduct an Organization Service Fee from that employee's wages and send it to the Union.

**SECTION 4.** An employee in the bargaining unit who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union. If the employee establishes such objection, the employee will pay amounts equal to the amounts required (via payroll deduction through the employer) to one of the following non-labor, non-religious charities. The choice from the list will be the employee's. Those charities are:

The American Cancer Society The Muscular Dystrophy Society The American Heart Association The Juvenile Diabetes Foundation The United Way

The Company will deduct this fee and monthly make a check in that amount to the chosen charity which checks will then be forwarded to the Union, who will promptly forward it to the charity.

#### **ARTICLE 6 Management**

The Company will continue to exercise exclusively the right to set its policy; to manage its business in the light of experience, good business judgment, and conditions; to determine the qualifications for and to select its managerial and supervisory forces; to determine the number of employees it will retain in its services at any time; and to make reasonable rules and regulations governing the operation of its business and the conduct of its employees, however, such rules and regulations shall not violate or be in conflict with any of the provisions set forth in the Agreement. The Company agrees to provide the Union written notice prior to posting any change of policy.

**ARTICLE 7**  
**Company Rules**

It is mutually agreed that rules and regulations made by the Company, not in conflict with the provisions of the Agreement, are necessary to the efficient operation of the equipment and maintenance of Company's property.

**ARTICLE 8**  
**Grievances and Grievance Procedures**

**SECTION 1.** A grievance is defined to be any complaint or dispute arising between the parties of this Agreement as to working conditions or as to the application of this Agreement between the parties.

**SECTION 2.** In the settlement of grievances under the terms of this Agreement, the following procedure shall be observed:

A. No grievance shall be entertained or considered unless it is presented in the following manner:

Step 1: The employee or the Union shall submit, in writing, a grievance with the employee's Executive Director/Vice President, or his/her designated representative, within five (5) days after an incident occurred which the employee knew, or by reasonable diligence could have known, the facts upon which the grievance was based. The Executive Director/Vice President, or his/her designated representative, shall give his/her answer to the employee not later than five (5) days after receipt of the grievance.

Step 2: If the answer of the Executive Director/ Vice President, or his/her designated representative, in Step 1 is unsatisfactory, the grievance shall be presented in writing and contain a statement of the pertinent facts and the provisions of the Agreement allegedly violated and remedy sought to the Executive Director/Vice President, Employee and Labor

Relations, or his/her designated representative within ten (10) days after the answer in Step 1.

Step 3: Within five (5) days after the Executive Director/Vice President, Employee and Labor Relations' receipt of the written grievance in Step 2, a settlement conference will be held. A written response will be issued within ten (10) days of the settlement conference if the grievance is not settled.

B. If the decision from that conference is considered to be unsatisfactory, the Party considering the decision unsatisfactory will request arbitration within fifteen (15) days thereafter. If not so settled and if arbitration shall not have been so demanded by either the Company or the Union, such grievance shall be forever barred and extinguished.

**SECTION 3.** The time limits herein specified shall be calculated by excluding Saturdays, Sundays and holidays. Any time limits in this Agreement may be extended by mutual agreement. Failure to adhere to the time limits will cause forfeiture of that Party's position.

**SECTION 4.** For all purposes hereunder, grievances and notices will be considered sufficiently served when mailed postage prepaid by certified mail, or when hand-delivered, to the President/CEO, or his/her designated representative, at 1963 E. Anaheim Street, Long Beach, California 90813, for service upon the Company, and when sent in a like manner to the Amalgamated Transit Union, Local 1277, 1744 N. Main St., Los Angeles, California 90031, for service upon the Union.

Either party can change their address herein with prior notice to the other Party.

**ARTICLE 9**  
**Arbitration**

In the event any grievance cannot be adjusted as set forth in Article 8 hereof, and either party elects to go to arbitration, such party may do so by sending written notice of such desire

to the other party within a period of fifteen (15) days from the date of the delivery of the decision of the Company as provided in Article 8, Section 2, paragraph B, hereof.

A temporary Board of Arbitration shall be chosen immediately in the following manner: One member of said board shall be chosen by the Company and one member by the Union. The two thus chosen shall, within five (5) days exclusive of Saturdays, Sundays and holidays, select the third member of said board, and in the event they cannot agree on the third member, the Company and the Union shall request the Director of the State Mediation and Conciliation Service to submit a list of five persons qualified to act as the third member of said arbitration board. The Union representative and the Company representative, after the receipt of said list, shall each have the right to strike two names from it in the following manner.

The two representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one remains. The fifth or remaining name shall thereupon be accepted by both the Union and the Company as the third member of the board. The three arbitrators so selected shall endeavor to meet daily for the purpose of hearing such grievance as may be referred to them and render a decision thereon. A majority decision of said board shall be final and binding upon both parties and transmitted in writing to each thereof. No single grievance shall consume a period in excess of five (5) working days after the appointment of the board of arbitrators. Failure of either party to appoint its arbitrator within a period of five (5) days from the time of official notice by the other party of arbitration proceedings will cause that party to forfeit its case. Each party shall bear the expense of its own arbitrator. Compensation of the third arbitrator, in addition to the general expense of said board as a whole, shall be paid jointly by both parties hereto.

Failure on the part of either party to perform the act required in Articles 8 and 9 within the time limits as set forth shall cause said party to forfeit its case. Time limit requirements set forth herein may be extended by mutual agreement between the parties.

**ARTICLE 10**  
**Reopening Clause Under Wage Section**

Notwithstanding the provisions of Article 3, in the event the Long Beach Public Transportation Company, or any part of it, is acquired by purchase, lease or otherwise, or operated, by any successor, and in the event that the successor so acquiring or operating Long Beach Public Transportation Company pays a higher basic hourly, daily, or weekly wage rate, including the product of any cost of living escalator provision, to any employee or employees performing comparable work to the work performed by employees under the terms of this Agreement, the Union may, after the effective date of such purchase, lease or otherwise, reopen the wage provisions of this Agreement upon thirty (30) days' notice in writing.

**ARTICLE 11**  
**Changes of Classifications**

Should changes be made in the maintenance and operation of the Company's equipment creating classifications of employees not contemplated or covered by this Agreement, the parties hereto agree to negotiate supplemental agreements covering such necessary changes in classifications.

**ARTICLE 12**  
**Bulletin Boards**

Bulletin boards shall be provided for the exclusive use of the Union on Company's property for the proper display of official bulletins, notices, etc.; provided that in order to entitle such bulletins and notices to be posted on the board they shall be attested to by the proper officers of the Union and have the official seal attached.

**ARTICLE 13**  
**Distribution of Contract**

The Union will furnish to each employee hired after the effective date of this Agreement a copy thereof. A copy will be issued to each new employee (excluding break-in period). The contract will be printed in pocket size booklet form, by a



Union printer, and cost to be shared equally by the Company and the Union.

**ARTICLE 14**  
**Waivers**

A waiver or breach of any condition of this Agreement by either party shall not constitute a precedent for any subsequent waiver or breach of any condition.

**ARTICLE 15**  
**Warranties**

**SECTION 1.** Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of the Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

**SECTION 2.** The individuals signing this Agreement in their official capacity hereby warrant their authority to act for their respective parties.

**SECTION 3.** This contract contains all of the agreements, stipulations and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and neither party shall be bound by, any statement, representation, agreement, stipulation or provision made prior to the execution of this contract or during these contract negotiations and not yet set forth herein.

**ARTICLE 16**  
**Check Off**

**SECTION 1.** The Company agrees, on or before the 10th day of each month, to deduct from the pay of each member of the Union employed by the Company, such dues, fees and assessments as may be levied by the Union. The Union shall furnish to the Company at least five (5) days prior to the last day of each calendar month a list of all motor coach operators employed by the Company and belonging to the Union, and a separate list of all maintenance employees of the Company

belonging to the Union, together with the amount of the deductions to be made from the next pay check of each person shown on such lists. The Company agrees to remit to Local such lists. The Company agrees to remit to Local 1277 of the Amalgamated Transit Union, AFL-CIO by the 10th day of each calendar month the aggregate amount of the deduction shown on the lists so furnished during the immediate preceding calendar month.

**SECTION 2.** The individual authorization for the deduction of regular monthly membership dues shall be worded as follows: "REQUEST FOR DEDUCTION OF LOCAL 1277 MEMBERSHIP DUES" "I, \_\_\_\_\_, the undersigned employee of Long Beach Public Transportation Company, do hereby individually and voluntarily authorize and request the said Company to deduct such dues, fees and assessments of Local No. 1277 of the Amalgamated Transit Union from any wages due to me during the second pay period of any month. I further authorize the said Company to base its deductions on a list furnished to it each month by the financial secretary of said Local No. 1277 showing such dues, fees and assessments to be deducted from the wages of each of its members. Whenever such list indicates that the amount of the membership dues has been changed, it must be accompanied by a certificate of the financial secretary of the Union that such change in the amount of membership dues has been brought about in accordance with the constitution and bylaws of the Union.

All sums so deducted are to be transmitted by the Company to the financial secretary of Local No. 1277.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_

EMPLOYEE"

**ARTICLE 17**  
**Pension Agreement**

MEMORANDUM OF UNDERSTANDING:

Between Long Beach Public Transportation Company and Amalgamated Transit Union Local 1277, AFL-CIO:

It is hereby understood and agreed that those portions of the Agreement between the parties specifically enumerated under Article 17 entitled "Pension Agreement", are hereby amended as follows:

1. Said Agreement shall be incorporated by reference as part of the labor contract.
2. Amend the Agreement to provide for full pension benefits for all years of service including those in which leaves of absence for any purpose (including sick leave) have not exceeded one hundred eighty (180) consecutive days of absence from active employment.
3. VESTING: Any employee with five (5) years or more of continuous service will be considered to have a vested interest in the Pension Program.
4. INCREASE OF PREVIOUS RETIREMENT ALLOWANCES: Effective January 1, 1998, increase the minimum pension allowance for those retirees not covered under pension agreement executed June 8, 1978 to \$550.00 per month, exclusive of Social Security allowance.
5. Pension checks to be mailed to the retirees by the Friday of the first full week of each month.
6. The normal retirement age is 64.

For those persons that meet the Company's eligibility requirements (54 years of age and ten (10) years of service) pension benefits will be increased beyond those shown in the table as follows:

October 1, 1999	-	102%
October 1, 2000	-	104%
October 1, 2001	-	106%
October 1, 2002	-	108%
December 19, 2005	-	115%

The percentage increase above will become a part of the pension plan document (the tables, however, will not change).

There shall be six (6) trustees of the pension plan, with three (3) trustees appointed by the Union President and three (3) trustees appointed by the Company.

If the trustees cannot reach a majority (i.e., they are deadlocked) regarding a proposal, the trustees shall appoint a neutral arbitrator to resolve the matter with a final and binding decision in accordance with the provisions of California Pub. Util. Code § 99159.

For the period July 1, 2011 to June 30, 2012, employees shall contribute five (5) percent of compensation as defined in the plan towards the retirement plan.

Employees shall continue to contribute five (5) percent of compensation as defined in the plan until the first actuarial statement is issued after June 15, 2012, which is expected to be in October 2012. At that time, the Company shall pay the first ten (10) percent of the amount the actuary states is necessary for Plan funding. Employees will pay the next five (5) percent of the amount the actuary states is necessary for Plan funding. The employees and the Company will equally split any amounts due over fifteen (15) percent.

Employees hired on or after July 1, 2012, shall not be eligible for the lump sum payment option in the Pension Plan.

The Arbitration Award dated June 15, 2012, states that the Company’s proposal for a Defined Contribution Plan is not adopted for the period July 1, 2012 through June 30, 2013. The Award also provides that the parties shall have actuarial studies completed by April 1, 2013, concerning the following:  
(1) changing benefit levels and years of service; and (2) a “DROP” program.

Pension rate changes, if any, will be implemented in the first pay check in December, or as whenever required by law.

**ARTICLE 18**  
**Definitions**

Except as otherwise specifically stated, days shall mean calendar days.

**SECTION II POLICIES AND BENEFITS  
ARTICLE 19**

**Probationary Period**

All new employees shall be on probation for a period of one hundred fifty (150) days after the successful completion of the training period. Such probationary period shall constitute a trial period during which the Company is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. All rights, benefits and privileges, including the application of grievance and arbitration procedure, shall be applicable to probationary employees; except the judgment of the Company regarding a probationary employee's qualifications shall not be subject to the grievance and arbitration procedure.

**ARTICLE 20**

**Seniority**

**SECTION 1.** *Definition:* All seniority shall be proper seniority and shall be governed by the date and hour of employment. Seniority of service with the Company and qualifications which shall be jointly determined by the Company and the Union shall govern in promotions, layoffs, and re-employment of qualified employees. This Section and Article shall apply only to those job classifications which are included in the terms of this Agreement.

**SECTION 2.** Employees transferring from the operating department to the maintenance department or from the maintenance department to the operating department, with the consent of the Company and the Union, may bid during the interim period between regular sign-ups only for open or vacant shifts.

**SECTION 3.** *Effect of Transfer on Seniority:* No change in classification of an employee, whether within any one of the main classifications or from one main classification to another, shall cause any loss in the seniority of such employee.

**SECTION 4. Procedure:** In the event of a changed classification, any employee found to be unqualified shall be restored to his/her former position without loss of seniority. The retention of an employee beyond forty-five (45) days, upon completion of training, in such changed classification shall be deemed an acceptance of his/her qualifications by the Company. Employees who have been promoted and have retained their new classifications more than forty-five (45) days beyond training but whose job is subsequently eliminated by a reduction in staff or for other reasons, shall be permitted to resume his/her position on the seniority list in his/her former job classification.

## **ARTICLE 21**

### **Disciplinary Procedure - Employee Records**

**SECTION 1.** Notations of one (1) year's standing or more, on service record of employees, shall not be considered in disciplinary or discharge cases, except for adverse notations in an employee's service record for up to two (2) years from the date of occurrence which are for major violations of the Company's policy on the Americans with Disabilities Act compliance; serious safety policy violations, and type three (3) and type four (4) serious preventable accidents which may be considered in disciplinary or discharge cases. Prior to taking disciplinary action on these three (3) major violations, written notations exceeding the two (2) year limit or more in duration on the same major violation shall be removed from the employee's personnel record.

**SECTION 2.** A written complaint may be entered in an employee's service record, provided it is signed by the complainant and the Company issues an adverse notation.

- A. In the event a verbal complaint is made against an employee, the Company shall first reduce such verbal complaint to writing. A copy of the complaint will then be furnished both to the employee and the Union. In the event the employee disputes the complaint he/ she shall write his/her answer to same within five (5) days (holidays and days off excepted). The complaint, however, shall not be used for disciplinary or discharge purposes unless it results in an adverse notation.

- B. In the event the employee admits the complaint referred to in (A) above to be true, he/she shall signify by signing and dating the complaint, or if the complaint is proven to be true it may be used for disciplinary purposes.
- C. An employee shall be entitled to Union representation at any time he/she is requested to attend an interview or a hearing at the option of the employee.
- D. If, when required to report for an interview or a hearing, it is found the wrong employee has been so summoned, such employee will be paid for all time consumed, including travel time, when required to travel, at his/her straight time hourly rate of pay.
- E. Discipline hearings/record of contact shall be held within twenty (20) days, excluding Saturdays, Sundays, and Holidays, of the date of the Company's knowledge of the incident or infraction giving rise to the discipline. Any day the employee is off work, due to sickness, injury or bereavement leave shall be excluded from the calculation of the twenty (20) days. When required to report for an interview, the employee and union will be provided at least forty-eight (48) hours' notice of the time, date, place and subject matter of the interview. Notwithstanding the foregoing, the Company may extend the twenty (20) day period in cases requiring significant investigation. The time periods in this paragraph apply to all discipline hearings and/or records of contact.

**SECTION 3.** When a detrimental entry is made in an employee's service record the Company shall give the employee and the Union a copy of the entry and the employee shall have five (5) days (holidays and days off excluded) in which to submit a written answer and same shall become a part of his/her record, provided however, that evidence and reports of mishandling of fares, if any, shall not be considered part of his/her record unless and until formally entered on the record. Employees shall be permitted to inspect any and all records maintained by the Company relative to his/her personal employment upon request.



**SECTION 4.** No employee may be discharged without four (4) days written notice to the employee and to the Union of such impending discharge. When an employee is discharged in accordance with the terms of this Agreement, and is not restored to employment as a result of grievance procedure or otherwise, the Company shall not be required to pay the employee for the four (4) days' notice period. In accordance with the terms of this Agreement, no discharge will be effective until the end of the four (4) day notice period.

**SECTION 5.** No charge shall serve as proper cause for discipline or discharge unless based upon a written entry in the employee's service record and is nonviolative of Sections 1, 2, 3, and 4 of this Article.

**SECTION 6.** The Company shall present employees with copies of all complimentary letters and reports received from any source regarding said employees.

**ARTICLE 22**  
**Liability Release**

The Company will be held safe and harmless by the employee and the Union from any and all liability arising out of the release of the grievance or any and all facts and information pertaining to the grievance. The Company may request the individual employee and the Union to provide written document signed by the employee involved holding the Company harmless.

**ARTICLE 23**  
**Public Notices**

No public notice shall be posted relative to errors, shortages, or mistakes which have been made by individual employees covered by this Agreement.

**ARTICLE 24**  
**Promotions**

Any employee covered by this Agreement, who is promoted to a position not included within the scope of this Agreement shall within one hundred eighty (180) calendar days of such promotion determine if he/she shall continue on such

promotion or return to his/her previous job. Employees who elect to remain in such new position shall forfeit all departmental seniority. Provided, further, that any employee who is promoted a second time, will immediately forfeit all departmental seniority.

#### **ARTICLE 25**

##### **Layoffs**

In the event layoffs become necessary, such layoffs shall be in inverse order of seniority. When a vacancy or vacancies occur thereafter, the Company shall notify the Union within five (5) working days as to such vacancy or vacancies and such laid-off employee or employees shall be rehired upon a basis of seniority and their seniority restored, provided they report for duty within a period of ten (10) calendar days after the receipt date of notification of recall by the Company in the form of registered (certified) mail. This notification will be mailed to the last known address of the employee which is on file with the Company. In the event no laid off employees report within the time specified above, the Company shall be free to hire a new person or persons to fill the vacancy or vacancies. Persons employed by the Company for a period of thirty (30) days or more shall receive at least fourteen (14) days' notice of any layoff.

#### **ARTICLE 26**

##### **Severance Pay**

**SECTION 1.** When there is a reduction in force in any department and an employee is laid off as a result of such reduction in force, or when an employee is closed out of service by reason of permanent physical disability, other than industrial disability, he/she shall be paid subject to the conditions hereinafter set forth, an amount equal to one hundred dollars (\$100.00) for each completed year of service computed from his/her last date of hire. Severance pay shall not be paid to any employee who leaves the service of the Company for any reason whatsoever other than a result of a reduction in force or permanent physical disability.

**SECTION 2.** Employees who are entitled to severance pay, as defined in this Agreement, will be given the choice of

collecting severance pay or disability pension, if eligible, and will not be entitled to receive both.

**ARTICLE 27**  
**Physical Examination**

**SECTION 1.** The Company may require any of its employees to submit at any time to a physical examination by a physician duly licensed to practice as such.

**SECTION 2.** The examining physician shall be selected by the Company and the cost of such examinations shall be paid by the Company.

**SECTION 3.** As a condition of continued employment with the Company, any physical examination above provided for must reveal the physical and mental fitness of the employee involved to perform his/her duties.

**SECTION 4.** Should any required physical examinations above provided for reveal the physical or mental unfitness of the employee involved to perform his/her duties, he/she may, at his/her option, have a review of his/her case in the following manner:

- A. He/she may employ a licensed physician of his/her own choosing and at his/her own expense for the purpose of conducting a further physical examination for the same purpose as the physical examination made by the physician employed by the Company. A copy of the findings of the physician chosen by the employee involved shall be furnished to the Company, and in the event that such findings verify the findings of the physician employed by the Company, no further medical review of the case shall be afforded.
- B. In the event that the findings of the physician chosen by the employee involved disagree with the findings of the physician employed by the Company, the Company, at the written request of the employee involved and the Union, will obtain a third qualified, licensed and disinterested physician for the purpose of making a further physical examination of the

employee involved, and the findings of a majority of the three (3) examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third medical examiner shall be shared equally by the Company and the employee or Union.

The selection of a third physician shall be from a list supplied by the American Medical Association. The process for selection from that list will be the same manner as the third member of the Board of Arbitration under this Agreement.

**SECTION 5.** Should any physical examination above provided for reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then and in that event, depending upon the particular circumstances of each case:

- A. The employee involved may continue working while undergoing medical treatment if the examining physician shall certify to his/her ability to do so safely.
- B. The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to his/her physical and mental fitness to perform again the duties for which he/she was employed and the seniority of the employee involved shall be unaffected thereby. Any employee on leave of absence because of physical or mental unfitness to perform his/her duties may be required to supply the Company with a physician's report covering his/her condition at least once every thirty (30) days.

**SECTION 6.** Any employee when required by the Company to be relieved from duty for the purpose of taking a physical examination, shall be paid for the time lost in taking such physical examination.

**SECTION 7.** For the purpose of the Department of Motor Vehicle physical examination, the Company will provide examining doctors at no cost to the employee. On the first day of each month, the Company shall post a list of employees who are due to take the Department of Motor Vehicles physical examination during the following month. For the purpose of interpretation of this Section, any and all examinations required by the Department of Motor Vehicles, California Highway Patrol, or any other authoritative agency, will be included.

**ARTICLE 28**  
**Issuance of Pay Checks**

**SECTION 1.** The Company will make every effort to issue the payroll every other Friday starting no later than 4:00 a.m. In the event a holiday falls on a Friday, the Company will make every effort to issue the payroll on the previous day. However, should a system breakdown occur, the payroll will be issued no later than the following Wednesday. No loss in pay will result should this occur.

**SECTION 2.** All deductions will be shown on the pay check stub for social security, disability insurance, group insurance, coveralls, uniforms, union dues, withholding tax and dependent insurance. Pay check stubs shall also show the amount of time paid for straight time, overtime, vacation, student instruction, and any changes in classifications and rates of pay.

**ARTICLE 29**  
**Lost and Found Articles**

Each employee shall turn in to the Company each article found on a coach and not claimed by the losing passenger before such employee completes his/her shift on the day upon which such article is found. The Company shall receive and hold such article if found. The Company shall receive and hold such article as agents for the employee and shall give to the employee a receipt or claim check therefor upon his/her demand. If any person appears to claim such article within thirty (30) days after its deposit with the Company and proves to the satisfaction of the Company that he/she is the owner thereof, then the Company shall deliver the article to such owner and take his/her receipt therefor. The employee

thereupon may call at the Company's office and pick up the receipt of the owner and return to the Company the receipt given him/her in the first instance.

There shall be posted at the end of each thirty (30) day period a list of all articles held by the Company for thirty (30) days or more and not called for by the losing persons. Opposite the name of each lost article will appear the name of the employee turning in same. The employee may claim any article on said list opposite his/her name; but if he/she does not do so within thirty (30) days after the date of the posting of the bulletin such article shall be disposed of by the Company as it may see fit. No article shall be delivered to any employee except upon presentation and surrender of his/her claim check or receipt therefor.

## **ARTICLE 30**

### **Health, Dental, Vision and Life Insurance**

**SECTION 1.** The Company shall provide the administration of the Group Insurance Plan.

**SECTION 2.**

**A.** The cost of premiums for health, dental, and vision insurance will be paid as set forth below.

Effective July 1, 2017, the Company will pay 90% of the premium cost for each employee's own medical coverage, plus 85% of the cost of dependent coverage.

The Company provided health plan will include a twenty dollar (\$20.00) co-payment for doctor visits, for urgent care visits, and a twenty dollar (\$20.00) brand/ten dollar (\$10.00) generic co-payment for prescriptions. Effective October 1, 2018, the Company provided health plan will provide for a thirty-five dollar (\$35.00) co-pay for brand prescriptions. Dependent coverage shall include domestic partners registered with the State of California.

The benefits that are being provided under the health plan as of July 1, 1992 shall not be reduced except by mutual agreement between the Company and the

Union. The Company shall designate an HMO health plan as the Company Health Plan. The Company may offer additional health plan options. Employees who choose any of the other health plan options shall pay the difference between the Company's contributions for the Company Health Plan premium cost as set forth above and the alternative health plan option premium cost.

The Company may change insurance carriers at any time, as long as a comparable level of insurance benefits is maintained.

A joint Labor-Management advisory Committee will be established to study alternate health care providers. The Committee shall be made up of six (6) members, with three (3) members of ATU Local 1277 appointed by the President of ATU Local 1277 and three (3) staff members appointed by Long Beach Transit. The Committee shall meet during the term of this Agreement.

- B. The Company agrees to continue payroll deduction for employees' dependent premiums.
- C. *Eligibility of New Employees:* New employees will be eligible the first of the month following the fifth (5th) day of his/her date of hire provided he or she timely submits the necessary paperwork.

**SECTION 3.** Effective December 19, 2005, the Company agrees to pay the entire cost for each employee of twenty-six thousand dollars (\$26,000.00) in term life insurance, twenty-seven thousand dollars (\$27,000.00) effective October 2006, twenty-eight thousand dollars (\$28,000.00) effective October 2007, and twenty-nine thousand dollars (\$29,000.00) effective October 2008. This life insurance terminates at the end of active service of an employee.

**SECTION 4.** Effective July 1, 2014, all vending machine products will be sold at cost to employees. A copy of the vending machine statement shall be provided to ATU. The Company shall provide ATU with an accounting of the amounts

in the existing vending machine fund. The existing vending machine fund shall be used to pay the Transit Appreciation Day giveaway.

**SECTION 5.** An employee who has been absent from work for a period of unpaid leave exceeding eighteen (18) months shall not be eligible to participate in the Company health, dental, and vision group plan. An employee who has been absent from work for a period of unpaid leave exceeding eighteen (18) months shall be allowed to continue to participate in the Company health, dental, and vision group plan only if he/she pays for such coverage under COBRA. For purposes of this section only, workers' compensation leaves are included in the definition of "unpaid leave." In addition, for purposes of this section only, cash out of vacation or holiday pay shall be considered "unpaid leave."

**ARTICLE 31**  
**Robbery Insurance**

The loss of any operator's property resulting from a holdup, robbery, accident or assault on the operator which occurs while the operator is on duty shall be reimbursed by the Company, provided a police report is filed and a copy provided to the Company. Such reimbursement shall be paid upon submission of replacement receipt. Reimbursement is limited to the following items: Prescription eyeglasses (that portion of the cost not covered by the employee's insurance), regulation watch (cost not to exceed \$75.00), the regulation uniform at Company cost.

The Company will provide a one hundred thousand dollar (\$100,000.00) life insurance policy per employee covering death as a result of an assault on the job.

The Company agrees to continue the exact fare plan.

**ARTICLE 32**  
**Vacation**

**SECTION 1.** Each employee shall, after having been continuously employed for one (1) year, be entitled to one (1) week vacation with pay. After said employee has been



continuously employed for two (2) years or more he/she shall be entitled to two (2) weeks' vacation with pay.

**SECTION 2.** Each employee within the terms of this Agreement who has five (5) years or more of continuous service shall be entitled to three (3) weeks' vacation with pay.

**SECTION 3.** Each employee within the terms of this Agreement who has ten (10) years or more of continuous service shall be entitled to four (4) weeks' vacation with pay.

**SECTION 4.** Each employee within the terms of this Agreement who has fifteen (15) years or more of continuous service shall be entitled to five (5) weeks' vacation with pay.

**SECTION 5.** Each employee within the terms of this Agreement who has thirty (30) years or more of continuous service shall be entitled to six (6) weeks' vacation with pay.

**SECTION 6.** In the event a holiday, as designated in Article 33, occurs during an employee's vacation period, said employee shall receive an additional day's pay in lieu of an additional day of vacation, at the employee's option.

**SECTION 7.** Employees shall receive vacation pay based on forty (40) hours per week, paid for at the regular straight time rate of pay according to classifications, subject to the conditions set forth in Sections 1 through 5 of this Article.

**SECTION 8.** Any employee leaving the service of the Company must have completed twelve (12) months of service to be entitled to pro-rated vacation pay. Vacation allowances will be pro-rated on the basis of 1/12 of this vacation allowance for each month, or major fraction thereof, computed from the common anniversary date of January 1st for those whose vacation anniversary has been pro-rated.

**SECTION 9.** Vacation periods shall be assigned each year by the Company for such times during the year as can in their judgment, be best arranged without detriment to the service, provided, however that at least six percent (6%) of all operators and six percent (6%) of all maintenance employees shall be allowed vacations during the last two (2) weeks in

December, Easter week, Thanksgiving week, Labor Day week, Memorial Day week, and each week of the summer sign up. Vacations posted for selection shall be in weekly periods, with the exception of the provisions set forth in Section 20.

**SECTION 10.** Operator's vacation periods for the following year shall be posted by August 15. The vacation schedule shall be posted in an area accessible to all employees. Bidding shall take place at the time of Fall general sign up.

**SECTION 11.** An employee entitled to more than two (2) weeks' vacation may elect to work that portion of the vacation to which he/she is entitled which is in excess of two (2) weeks, to be worked in weekly increments. The election to work vacation weeks must be made in writing on a form provided by the Company at least thirty (30) days prior to the date on which vacations are to be posted. Payment for the worked vacation week or weeks shall be made concurrent with the first vacation pay received by the employee in the vacation year. This option, once elected, is irrevocable. Vacations may not otherwise be waived nor made cumulative.

**SECTION 12.** The Company will pay vacation hours during the regular pay period in which the vacation is taken on the regular pay day.

**SECTION 13.** Any employee entitled to a vacation who is off duty on account of sickness, may, at his/her option, during illness, demand and receive his/her vacation pay in lieu of vacation time.

**SECTION 14.** With the exception of the language contained in Section 21 hereafter, in computing the continuous service of employees for the purpose of establishing vacations no leave of absence by an employee for a period of one hundred eighty (180) consecutive days or less shall cause any break in such continuity. Any severance from the Company's service, except as in this Section specifically provided, shall be deemed to be a break in such continuity of service of the employee affected for the purpose of computing vacation.

**SECTION 15.** All vacations shall be selected on the basis of seniority.

**SECTION 16.** An employee's vacation period shall be adjusted so as to become effective on the first day following the employee's day off. If an employee's regular days off are Saturday and Sunday, his/her vacation will start on Monday of the week he/she has chosen for vacation. If an employee's days off are Sunday and Monday, his/her vacation will start on Tuesday of the week he/she has chosen for vacation.

If an employee's days off are Monday and Tuesday or Sunday and Tuesday, his/her vacation will start on Wednesday of the week he/she has chosen for vacation.

If an employee's days off are Tuesday and Wednesday, Sunday and Wednesday, or Monday and Wednesday, his/her vacation will start on the Thursday preceding the week he/she has chosen for vacation.

If an employee's days off are Thursday and Friday, his/her vacation will start on the Saturday preceding the week he/she has chosen for vacation.

**SECTION 17.** Employees wishing extra time when taking vacation shall make their requests in writing not more than sixty (60) days prior to the beginning of vacation for the amount of extra time requested. Such time shall be at the end of the employee's vacation. The Company shall answer the request for extra time off at end of vacation in writing at least two (2) weeks before the beginning of such employee's vacation.

The Company will make every reasonable effort to comply with the employee's request for extra time off.

**SECTION 18.** For the purpose of bidding vacations only, all employees shall have January 1st each year as a common vacation anniversary date. An employee who is hired on or after July 1, will not have earned a full vacation period as of the following January 1, however, he/she will be paid for this portion of his/her vacation allowance as of his/her first anniversary date, unless the employee elects to take his/her vacation time within a sixty (60) day period following his/her anniversary date. A fraction of a day at all times will be paid in cash even though the employee elects to take the balance

of his/her accumulated vacation within the above mentioned sixty (60) day period.

For the purpose of bidding an added week of vacation after completing the applicable years of service which increases his/ her vacation allowance, an employee may bid his/her currently earned vacation period at any available time during the regular vacation bidding schedule. The added week of vacation will also be bid at this time as long as the added vacation period chosen falls subsequent to the seniority anniversary date which determined such added period. If there are no vacation vacancies available for this added period, the employee shall be paid in cash.

**SECTION 19.** Vacation weeks that become open during the calendar year for operators shall be posted for bids as soon as practicable, but not less than once each month.

**SECTION 20.** All employees who have been continuously employed for five (5) years or more shall have the option to use one (1) week earned vacation as casual vacation. Casual vacation is to be taken in eight (8) hour increments but not more than two (2) consecutive days at a time. Employees wishing to convert earned vacation to casual vacation must notify the Company four (4) weeks prior to the beginning of the vacation bid of their intent to do so. The number of available casual vacation slots will be determined by the Company. Employees wishing a casual vacation day off shall make a request in writing not more than thirty (30) days prior to the time wanted and not less than forty eight (48) hours prior to the time wanted. Requests for casual vacation shall be honored before requests for excused days off. Casual vacation days will be granted on first come/first serve basis. Employees must obtain written verification that requested casual vacation has been granted. Absences of employees excused for Union business will not be charged to casual vacation. Employees shall receive casual vacation pay based upon eight (8) hours per day paid for at the regular straight time rate of pay according to classifications in effect at the time. All unused casual vacation on record as of December 31 will be paid to the employee no later than the first pay period in February.

**SECTION 21.** In order to be entitled to a full vacation, an employee must have worked at least one thousand forty (1,040) of his/her regularly scheduled work hours in the year in which the vacation is earned. If an employee has worked less than that amount, then his/her vacation will be prorated. (For purposes of this article, vacation, holidays, jury duty and catastrophic illness will count as days worked).

**ARTICLE 33**  
**Holidays - Pay Time**

**SECTION 1.** For all employees hired before November 7, 1995, double time rate of pay shall be paid to those employees working on:

New Year's Day	Labor Day	
Memorial Day	Thanksgiving Day	
Christmas Day	Easter Sunday Independence Day	Martin Luther King Day 4 Floating Holidays

For employees hired on or after November 7, 1995, double time rate of pay shall be paid for holidays worked as follows:

After one year of employment:

New Year's Day	Thanksgiving Day
Memorial Day	Independence Day Christmas Day

After two years of employment: All of the above

Labor Day

After three years of employment: All of the above

Martin Luther King Day

After four years of employment: All of the above

Easter Sunday

After five years of employment:

All of the above

One (1) floating holiday

After six years of employment:

All of the above

One (1) additional floating holiday

After seven years of employment:

All of the above

One (1) additional floating holiday

After eight years of employment:

All of the above

One (1) additional floating holiday

Floating holidays will be bid during the normal vacation bidding period by seniority order.

In lieu of one (1) floating holiday, an employee may elect his/ her birthday as a holiday. Employees must notify the Company four (4) weeks prior to the beginning of the vacation bid of their intent to take a birthday holiday.

**SECTION 2.** In the event one of the legal holidays mentioned in this Article falls on a Sunday, and the following day, Monday, is officially declared a legal holiday, then that day only would be considered a holiday within the meaning of this Agreement.

**SECTION 3.** All hourly rated employees who are eligible for and whose regular days off do not fall on any of the following holidays, New Year's Day, Memorial Day, Independence Day, Labor Day, Easter Sunday, Thanksgiving Day and Christmas Day, and Martin Luther King Day, and who are displaced from a run or a regular work day on such holidays, will be paid eight

(8) hours at their regular straight time rate of pay; provided all such employees complete their work assignment on their last scheduled or assigned work day prior to such holidays and their first scheduled or assigned work day after such holiday. All eligible hourly rated employees who so elect will be given their birthday with eight (8) hours pay time. If the birthday falls on a holiday that the employee is eligible for, the employee

shall be paid an additional eight (8) hours for that day.

The exception to this rule is an employee who was attended by a physician on his/her scheduled date to work before the holiday, or on the first scheduled day to work after the holiday. If this exception should occur, it will be the employee's responsibility to provide the Company a statement from the doctor indicating the nature of the illness and treatment administered.

- A. The employee may have the option to take his/her birthday, and/or floating holidays, either the week before or during the week in which the holiday falls, provided the employee submits the request to the dispatcher or maintenance supervisor in writing at least one week prior to requested day off. If more than one holiday falls on the same day, choice of the day to be taken as holiday will be in seniority order. The Company shall determine the maximum number of employees off on any one (1) day.

**SECTION 4.** All eligible hourly rated employees who do not work on New Year's Day, Memorial Day, Independence Day, Labor Day, Easter Sunday, Thanksgiving Day, Christmas Day and Martin Luther King Day, will be paid eight (8) hours at their regular straight time rate of pay; provided all such employees complete their work assignment on their last scheduled or assigned work day prior to such holiday and their first scheduled or assigned work day after such holidays. It is agreed that those employees covered by the contract who are scheduled to work and are late on the day before or the day after the holiday will be paid for the holiday time provided the employee reports within one (1) hour of his/her report time and in proper uniform.

If the Company allows an employee to lay off on, or part of, the holiday or his/her work day immediately following or preceding a holiday, the employee will not be penalized the holiday pay time.

**SECTION 5.** Employees off on Union business, the day before or day after a holiday, shall be considered as having worked. Employees on leave of absence, sick report, or failing to complete either of the days before or after such holidays will

not be considered as having worked.

**SECTION 6.** All employees who report for work on a holiday shall be guaranteed a minimum of eight (8) hours at double time with a minimum amount of pay of sixteen (16) hours at the straight time rate, including his/her holiday pay time.

**ARTICLE 34**  
**Leaves of Absence**

**SECTION 1. *Leaves on Union Business:*** Upon reasonable notice, members of the Union shall be allowed leaves of absence on official business of the Union. Any member who now holds, or shall hereafter be elected to any office in the Union which requires his/her absence from the Company's service, while not actually engaged in performing service for the Company but shall, upon his/her retirement from such office, be restored to his/her former position with the Company without loss of seniority. For the purpose of this Article, business of the Signatory International Union and the American Federation of Labor shall be considered business of the Union.

**SECTION 2. *Leaves for Personal Reasons:*** Leaves of absence without pay for good and sufficient reason will be granted for a period not to exceed one hundred eighty (180) consecutive days when practicable.

The Company shall continue payments required of it under Article 30 of this Agreement (Health, Dental, Vision and Life Insurance) for the first thirty (30) days of any leave of absence granted under this Section.

Employees wishing leave of absence will apply in writing to the President/CEO for approval. The President/CEO will not arbitrarily refuse such approval without good cause. Employees will be notified of the decision on their application for leave of absence within a reasonable time. In cases of proven emergency such leaves will be granted immediately. All Company property, except annual Company passes issued to the employees, must be turned in by employees prior to taking their leaves of absence.



Employees wishing extra day or days off either before or after his/her regular day or days off shall make request in writing to dispatcher not more than thirty (30) days prior to time wanted. Such request shall be recorded in a record book. Answer to such request shall be given in writing within seven (7) days after request is made. Time off will be awarded in the order in which the request is made.

An employee who accepts gainful occupation while on leave of absence or sick leave, except as provided in Section 1 of this Article, terminates his/her employment with the Company unless otherwise mutually agreed to between the Company and the Union.

**SECTION 3. Jury Duty:** Should the employee be required to serve on jury duty, said employee will be paid his/her regular straight time rate of pay on a basis of eight (8) hours per day, less jury duty compensation, for a period of time not to exceed two (2) weeks excluding Saturdays and Sundays in a floating two (2) year period; provided said employee has notified the President/CEO immediately of the first preliminary questionnaire. If the employee with other than Saturday and Sunday off, shall serve on jury duty for a week or more (5 consecutive days), the Company shall change the employee's days off to Saturday and Sunday.

**SECTION 4. Bereavement Leave:** Three (3) eight (8) hour days with pay will be granted upon request of an employee upon the death of a member of his/her immediate family, with no reduction in pay. In the event the death of said relative occurs outside of the State of California, four (4) eight (8) hour working days with pay will be granted.

The bereavement leave will be applied to the employee's parents, spouse, children, step children, brothers, sisters, grandparents, parents of the spouse, and domestic partners registered with the State of California. Bereavement leave will only be paid if the employee attends the funeral.

Employee's absence on the day before or the day after a holiday due to bereavement leave will not be considered as a basis for non-payment of holiday pay, but will be considered as time worked.

In the event a member is bereaved while he/she is on vacation the appropriate applicable time will be replaced to the vacation bank upon the employee's return, provided notice is supplied to the Company within ten (10) days after the employee returns.

Proof of death must be supplied by submitting an obituary notice from a newspaper or letter from the mortuary involved signed by the manager.

**SECTION 5. *Military Leave:*** Employees entering the military service of the United States shall have leaves of absence up to and including a date ninety (90) days after their official discharge from the service. The provisions of this Article shall apply to those entering the military service coming within the terms of the selective service law. Such absence in the military service shall not be deemed to break the continuity of service for the computation of seniority, rates of pay, and vacation. Employees leaving the Company to enter military service shall be paid in full for all accrued vacation credits at the time of such military service leave.

**ARTICLE 35**  
**Leaves of Absence - Sick Leave**

Each employee hired prior to November 7, 1995, shall be entitled to start accumulating sick leave on the following basis:

1. Employees after one (1) year of service, 40 hours per year (5 days).
2. Employees after two (2) years of service, 48 hours per year (6 days).
3. Employees after three (3) years of service, 56 hours per year (7 days).
4. Employees after four (4) years of service, 64 hours per year (8 days).
5. Employees after five (5) years of service, 72 hours per year (9 days).
6. Employees after seven (7) years of service, 80 hours per year (10 days).

7. Employees after eight (8) years of service, 96 hours per year (12 days).

Effective October 1, 2009, sick leave shall be cumulative to 2,722 hours (340.25 days).

Employees must work ten (10) days in a month to accrue sick leave for the month. (Vacation, holidays and jury duty will count as days worked).

All employees upon retirement shall have 100% of their unused sick leave converted to a cash account within a ledger, maintained by the Company. This provision will be effective as of October 1, 2009. These monies are to be used to pay monthly premiums for health insurance of employee's choosing for employee, spouse and eligible dependents or for other verifiable medical expenses incurred by employee, spouse, or eligible dependents.

- A. When an employee is off work because of illness for more than one (1) day, his/her qualified sick leave pay shall start with the second day.
- B. All qualified sick leave shall be based on an eight (8) hour day.
- C. The President/CEO may approve paid sick leave up to five (5) days of sickness. However, if an employee is off on paid sick leave for more than five (5) days, he/she shall furnish the Company with proper papers showing that he/she has been attended by a physician and a release from his/her physician showing that he/she is able to return to work.
- D. Any operator returning to work from sick leave shall notify the dispatcher not later than 11:30 a.m. on the date prior to his/her returning to work. Any maintenance employee returning to work from sick leave shall notify the maintenance supervisor at least one (1) hour prior to the start of his/her shift or assignment.

- E. When it is proven that any employee abuses his/her sick leave privilege or if he/she should feign an illness, such employee is subject to discharge at the option of the Company.
- F. If a holiday occurs while an employee is on qualified sick leave, he/she shall be entitled to sick pay, days off excepted, in lieu of holiday pay. If the employee has no accumulated sick leave and is eligible for holiday pay under Article 33, he/she shall receive holiday pay.
- G. New employees hired on or after November 7, 1995 shall not accumulate sick leave during the first six (6) months of employment.
- H. If an employee is hospitalized during an illness his/her qualified sick leave pay shall start with the first day of sickness.
- I. If an employee is off work because of an injury other than an industrial injury, the qualified sick leave shall start with the first day which he/she missed work, provided that he/she provides a doctor's note. If a doctor's note is not provided, qualified sick leave shall start with the second day which he/she missed work.
- J. Days off shall not be counted as a portion of the one (1) day waiting period, neither will an employee be entitled to qualified sick leave pay on days off.
- K. When, due to illness, employees are relieved from their work prior to completing four (4) hours of pay time, that day shall be considered as the one (1) day of the waiting period.
- L. Application for sick leave pay shall be made during the period of illness or injury or upon returning to work, but in no event more than fifteen (15) days, Saturdays, Sundays and holidays excluded, after such return.

- M. The employer shall maintain clear, accurate sick leave records for each employee which shall be made available for inspection to the employee and/or the Union officials.
- N. In the event SDI benefits (excluding daily hospital room and board benefits) are paid for the same day as the contract sick leave, there shall be charged against the employee's sick leave account the difference between the regular eight (8) hour day and the benefits received from SDI, at the employee's option.

**ARTICLE 36**  
**Free Transportation**

All employees covered by this Agreement shall be provided free transportation over all the Company's lines upon presentation of proper identification to be furnished to the employee by the Company without charge. The Company agrees to issue annual passes to the spouse of each employee. The Company further agrees to issue passes to totally dependent children of employees under nineteen (19) years of age.

Free transportation will be granted to the employee, the spouse and dependent children of any retired employee for life. Upon the death of any retired employee, or an active employee who has ten (10) years or more of service, the spouse and dependent children will be granted free transportation for life or until the remarriage of the spouse. For the purpose of this paragraph the definition of dependent children will be the same as contained in paragraph 1 hereof.

**ARTICLE 37**  
**Restrooms**

The Company shall make a reasonable attempt to locate and secure sanitary facilities, and will work with the provider of such facilities so that such facilities are kept in a clean and sanitary condition. An updated notice shall be posted by the Company giving the locations of such facilities every six (6) months.

SECTION III

MOTOR COACH OPERATOR PROVISIONS ARTICLE 38

Motor Coach Operations and Operators

**SECTION 1. Definitions:** An “assigned scheduled run” shall be any regular run which is included in the operating schedules of the Company containing forty (40) hours, or more, of work per week.

**SECTION 2. Hours of Work on Assigned Scheduled Runs, Work Day and Work Week:**

- A. Work Week: The Company guarantees all regular motor coach operators forty (40) hours, eight (8) hours per day, five (5) days per week. The Company agrees to attempt to reduce the amount of split days off, but in no event will there be more than five (5) split days off.
- B. Except as to the five (5) minutes relief time, all work performed in excess of eight (8) hours per day or forty (40) hours per week, shall be compensated for at one and one-half (1 1/2) times the regular hourly rate of pay.
- C. All pull-out and relief time shall be used as a part of the eight (8) hour guarantee.
- D. All runs or shifts operating less than eight (8) hours per day shall pay a minimum of eight (8) hours' time. Additional assignments will not be included in figuring this eight (8) hour minimum. All give time shall be considered as work time and paid for as such.
- E. Operators shall be required to report ten (10) minutes before their runs are scheduled to pull out from the garage and this shall be considered work time.
- F. The Company shall provide adequate time to cycle wheelchair lifts when required.

**SECTION 3. *Extra Schedules:*** Trippers or portions of runs which are not a part of an assigned scheduled run may be scheduled by the Company without the necessity of conforming with the minimum and maximum guarantees as set forth in Section 2 of this Article for such trippers or portions of runs.

**SECTION 4. *Hours of Work on Regular Runs:***

- A. The Company will make every reasonable effort to establish a maximum number of regular runs according to schedules operated and will continue to endeavor to improve the shifts whenever possible. In the establishment of regular runs, no less than 65% of all runs shall be straight runs. Not less than 73% shall be completed within a ten (10) hour spread. Not less than 87% shall be completed within an eleven (11) hour spread.
- B. Time worked in excess of the hours per day as specified in Section 2 of this Article, or time worked after the permissible elapsed time shall be paid for at the rate of time and one-half (1 1/2).
- C. Work time performed in excess of eight (8) hours or ten hours and thirty minutes (10 hours and 30 minutes) spread per day shall be compensated for at one and one-half (1 1/2) times the regular hourly rate of pay.
- D. Relief runs scheduled in order to provide regular days off for operators working assigned scheduled runs shall not be considered when computing the percent of straight runs or split runs as specified in this Section.
- E. An employee drug tested shall receive the work day guarantee plus any tripper assigned as a result of complying with the testing and not being found in violation of the Company drug policy.

**SECTION 5.** A split of one-half (1/2) hour, or less, in a regular run shall be computed and paid for as continuous time worked and indicated on the schedule.

**SECTION 6.** Continuity of Runs: No assigned or extra runs shall have more than one (1) unpaid for period intervening between pieces or work, and any intervening periods, other than said one (1) unpaid for period, of one and one-half (1 1/2) hours or less, shall be paid for.

**SECTION 7.** General Sign Up: The Company shall hold a general sign up in the months of June, September and either January or February of each year.

At a time seven (7) days before a general sign up, the Company shall post all runs to be bid. Vacancies during this seven (7) day period shall be operated from the extra board. The actual bidding shall start on the eighth (8th) day after posting and shall continue each day thereafter, excluding Saturday, Sunday, and holidays, in the manner described below until the bidding is completed.

A seniority list shall be posted showing the date and time each group of operators shall report to choose their run and days off. It shall be the responsibility of each operator to be present at the designated time he/she is to bid.

In the event an operator is on sick leave, vacation, leave of absence, days off, or if an operator fails to bid in person or by proxy on the day he/she is designated to bid, a Union representative shall bid for the operator. If the Union representative and the employee are not present, he/she shall be passed up until the Union representative or the employee appears, at which time a bid must be made on any open run or go to the extra board.

In the event an operator is working a run or an assignment at the time he/she is scheduled to bid, he/she shall be relieved, without loss of pay time, in order to bid.

Operators who have been off work on an unpaid status for eighteen (18) consecutive months prior to the bid shall be ineligible to bid a regular run. Operators ineligible to bid shall be assigned to the extra board in seniority order upon their return to work until the next general bid.

For all bids, the first day of bidding shall start at 6:00 a.m. at



which time operators in top seniority shall bid choice of runs and days off; and so on down the seniority list. The bidding shall stop at 7:00 p.m. each day.

On the second day, the bidding shall start at 6:00 a.m. with the next operator entitled to bid and the same procedure carried out. The bidding shall stop at 7:00 p.m. On the third day and each day thereafter, the bidding shall start at 7:00 a.m. with the next operator entitled to bid and the same procedure carried out. The bidding shall stop at 7:00 p.m.

For the Fall bid, operators will be allowed twelve (12) minutes each to bid. For all other bids, operators will be allowed eight (8) minutes to bid.

At the regular bids, the Company will post, in addition to regular runs, charter board positions and extra board positions, all vacation hold-down positions. The hold-down will include the regular run and tripper (if any) held by a regular operator.

Each operator will choose in his/her seniority order at the time of the regular bid among the available regular runs, charter board positions, extra board positions and vacation hold-down positions. All vacation hold-down positions must be bid.

After all the posted vacation hold-down positions have been selected, the operators on the vacation hold-down list will select in seniority order the vacation regular runs they will work during the period of the bid. A vacation hold-down operator will have three days off in each week which go with the vacation runs they bid for each week. All vacation hold-downs will be posted for full weeks only.

The number of vacation hold-down positions may vary during the period of the bid. This will be designated when the vacation hold-down positions are posted for bid. When the number of vacation hold-downs is reduced for a portion of the bid period, the operators not needed for vacation hold-downs shall, on the basis of seniority choice, revert to the extra board and will take their positions on the extra board. When a vacation hold-down operator reverts to the extra board, he/she shall have Saturday and Sunday as his/her days off.

The procedure may be changed by mutual agreement between the Company and the Union.

**SECTION 8.** Any regular or extra board operator of an assigned scheduled run shall have the right to give up such run (or position on the extra board) provided a run or position on the board are available and provided these terms are in agreement with Article 38, Section 11.

**SECTION 9.** In the event the starting or ending time of a regular operator's run is changed fifteen (15) minutes or more, or the mileage of his/her run is changed ten (10) miles or more, he/she will have the privilege of exercising his/her seniority in the selection of a run held by an operator with less seniority provided he/she give the Company notice of his/her intention to do so within twenty-four (24) hours after the change became effective. Operators who are bumped by the exercising of this privilege shall have the right to exercise their seniority in the selection of other runs. The change in the assignment of runs selected under the provisions of this Section shall become effective within three (3) days after the new selection is made.

**SECTION 10. *Bumping:*** Operators displaced by senior operators, or for any reason deprived of their runs through no fault of their own, may, should they so desire, displace operators junior to them or place themselves on the extra board with their full seniority rights. Operators must exercise privilege of displacing junior operators within five (5) days from date of being displaced, unless prevented by sickness, leave of absence or other good cause, or take their place on the extra board. If, upon the first day of his/her change-over, any operator worked beyond his/her week's maximum by reason of the bump, he/she shall nevertheless, receive only straight time for such day.

**SECTION 11. *Vacated Runs:*** A vacated run shall mean a run vacated voluntarily or through suspension, dismissal from service, leave of absence for military service, or death of regular operator. Vacated regular runs will be advertised for bids on the first and third Monday of each month, except there shall be no advertising of bids for vacated regular runs on the third Monday of the month preceding the regular bids, and bids must be completed within three (3) days and filled within two

(2) days thereafter, and thus assigned to the senior operator making written application for such vacancy. A regular or extra board operator bidding off a run will not be allowed to bid or bump the same run back for a period of sixty (60) days, except at a general bid. If, upon the first day of his/her change-over, any operator works beyond his/her week's maximum by reason of the change-over, he/she shall, nevertheless, receive only straight time for such day.

**SECTION 12. *Biddable Runs Not Bid:*** Other than at the general sign up, a biddable run that is not bid after being posted will be assigned to the last operator in seniority on the extra board.

**SECTION 13. *New and Trial Runs:*** The Company agrees that any new or trial run established shall be posted for bid.

**SECTION 14. *Incomplete Runs:*** If a regular motor coach operator has reported for and begun his/her run, he/she shall be paid full time for that run, even if it is not completed, provided the failure to complete the run as scheduled is due to causes for which the operator is in no way responsible, and providing work on the same day given equal or greater pay has not been offered him/her within the hours approximating those lost.

**SECTION 15. *Schedules:*** The cooperation of employees in making schedules will be welcomed, and to that end the Company having in view the existence of governmental supervision over schedules and the necessity of making immediate changes at times to meet unexpected conditions, shall notify the Union of any proposed changes in schedules for review and recommendation by a three (3) man committee appointed by the Union. The committee shall examine any new schedule or change in schedule and offer suggestions with the aim of furnishing the best possible working condition for the employees consistent with the economical operation and traffic demands. This committee shall serve without compensation.

**SECTION 16. *Extra Work and Work on Days Off:***

A. Day off work will be assigned to those operators who voluntarily sign up for day off work. The list will be initially established at the time of the general sign

up in seniority order and shall thereafter operate on a rotation basis until the next general sign up. An operator who signs up for day off work after the list is initially established will be placed at the bottom of the list. Day off work will be assigned out from the list on a "first up - first out" method, except where such assignment would violate Section 17 below. An operator who refuses day off work assigned in accordance with this procedure will be rotated as if he/ she had worked.

When an operator signs up to work on his/her day off, he/she shall:

1. Check the work list after 2:00 p.m. on the day prior to his/her day off to see if he/she has been assigned to work his/her day off;
  2. If he/she desires to not work his/her day off, he/she must contact the dispatcher before 11:30 a.m. on the day prior to his/her day off to be released from any assigned duties.
- B. All motor coach operators who work on their regular assigned day or days off shall be paid for all work performed on that day or days off at time and one-half (1 1/2) their regular straight time rate of pay with a minimum guarantee of at least eight (8) hours (i.e., five [5] hours and twenty [20] minutes work or less will produce eight [8] hours pay; six [6] hours work will produce nine [9] hours pay, etc.).
- C. To qualify for overtime on the sixth day or seventh day of a work week, the employee must have worked their daily work assignment five days in that week or have worked in excess of 40 hours for the week, with the exception of an employee not working five days due to paid vacation day, paid holiday, jury duty or Union leave. Work beyond eight hours' work on the sixth or seventh day is to be paid at the overtime rate as provided for in the Agreement.

**SECTION 17. Hours of Rest:** Each motor coach operator shall be allowed nine (9) consecutive hours of rest out of each twenty-four (24) hours, and shall be paid at the rate of time and one-half (1 1/2) for all time worked during such rest period, except as provided in Sections, 7, 10 and 11 of this Article.

**SECTION 18. Travel Time:** Daily except Saturday, Sunday and holidays, scheduled running time via the most direct route shall constitute "travel time" and will be paid when:

- A. An operator is relieved and then makes a pullout from the garage.
- B. After pulling into the garage an operator makes a relief at a point other than Anaheim Street and Cherry Avenue.
- C. An operator makes a relief at a point other than where he/she was relieved; he/she shall be paid travel time to such other relief point.
- D. An operator is notified to report to the garage, prior to reporting at the relief point for the commencement of his/her day's work; he/she shall be paid travel time from the garage to the relief point.
- E. An operator is relieved during his/her run and notified by the Company to report to the garage. If instructed to resume his/her run he/she shall also be paid travel time from the garage to the relief point.
- F. An operator is relieved at the completion of his/her run and is notified to report to the garage; he/she shall be paid travel time from the relief point to the garage.

Company car(s) will be available (except in emergencies, breakdowns, etc.) to operators making relief on the line with the understanding that the operators being relieved will immediately return the Company car to the Company property.

**SECTION 19. Operator Meal/Rest Periods:**

- A. It is the intent of the parties to fully comply with meal/rest periods for operators pursuant to Industrial Welfare Order 9-2001 as amended and effective July 1, 2004. The parties are committed to implement applicable provisions within the spirit and intent of the law by the terms set forth below.
- B. The parties agree to make adjustments to the system run cut to allow time for operator meal/rest periods where necessary. Implementation of these times and the processes should be made prior to or at the First Run Bid of 2006. From time to time the system schedules may not permit the negotiated alternative meal/rest periods for operators to be met and the parties agree to the following as a review and an adjustment process to bring the system run cut back into compliance with this Article. As negotiated this alternative scheduling and reconciliation process meets all legal requirements which became effective July 1, 2004. Once agreed there are no penalties other than that which is negotiated here. As of the September 2005 Run Bid (Service Change) for any straight run scheduled with less than a total of fifty (50) minutes meal/rest/penalty time, the operator who works that entire run shall be paid a penalty of sixty (60) minutes per day for that run.
- C. There will be a joint Schedule Adherence Review Committee made up of two (2) members appointed by the Union and two (2) appointed by the Company. The Committee will be charged with oversight and review procedures to ensure that negotiated operator meal/ rest periods are not reduced below the minimum time specified in Article 38 by insufficient running times in the run cut in any Run Bid. The Committee will create and review the survey forms which will be used to report and investigate run cut failures that reduce these negotiated meal/rest periods. In most cases, a problem found to be valid in one (1) Run Bid will be adjusted according to the following example:

In a three (3) cycle Run Bid year all surveyed valid problems found in the run cut of one (1) Run Bid reducing any meal/rest period time will be adjusted after investigation as follows:

Valid complaints in the First Run Bid will be adjusted by the Third Run Bid. Valid complaints in the Second Run Bid will be adjusted by the First Run Bid in the following year. Valid complaints in the Third Run Bid will be adjusted by the Second Run Bid in the following year.

After investigation, any meal/rest period complaints found to be valid and not adjusted by the Company by the above time schedule will result in a one (1) hour penalty for each meal/rest period lost up to a maximum of one (1) hour per employee work day and paid to all operators who actually worked that piece of work retroactive to the date of complaint in the appropriate Run Bid. The penalty or penalties will continue to be paid until adjustment is made. An operator who had not finished the required work periods for this day is not qualified to receive the penalty.

Any meal/rest period complaints disputed by the parties will be resolved by an Expedited Arbitration process by a permanent, neutral arbitrator rendering a final and binding bench decision. The above penalties are the exclusive remedies for time issues arising under the terms of this Article. Any interpretation questions concerning the intent of this language and the processes of this section are subject to the normal contractual arbitration process. The Expedited Arbitration will address the time issues and the reasons each party thinks its position is appropriate. The parties reserve the right to change arbitrators. There will be no attorneys, no transcripts and no written briefs. The costs of the neutral arbitrator and any miscellaneous expenses associated with the arbitration shall be shared by the parties.

It is understood that the reduction or loss of meal/rest period time due to circumstances beyond the control of

the Company, for example, traffic accidents, incidents, temporary detours, railroad crossing delays, and delays due to inclement weather will not be considered as valid complaints for schedule changes or penalties. It shall be understood that under all circumstances the operator will make every effort to maintain the schedule. With the exception of inclement weather, operators may at their discretion load passengers during their meal/rest periods.

Decisions in favor of the Company will have no effect on the schedule and require no adjustments. The Committee should respond to invalid claims and give the reasons for not needing schedule or run cut adjustments.

Operator meal/rest periods are times that are set aside for the use of the operator for a short rest, meals, or other personal needs. In general they will be taken at layover.

Operator meal/rest periods shall be at least enough time to give fifty (50) minutes total time in a regular eight (8) hour work period day. There is no rest period due for a total work period in a work day of less than three and one-half (3 1/2) hours. This is usually a fragmented run or part time piece of work. Meal/rest periods shall be computed as time worked. On split runs there is no requirement to provide the thirty (30) minutes intended for compliance as a meal period where the length of work pieces and period do not warrant.

All meal/rest periods should be as evenly distributed as possible through an operator's work periods, fifty (50) minutes in a work period that is straight and approximately eight (8) actual work hours, and eighty (80) minutes in a work period(s) that exceed ten (10) actual work hours but is not more than twelve and one-half (12 1/2) hours in spread.

The time that would have been required to comply with the meal period time, thirty (30) minutes, will be



distributed throughout the schedule as rest period time or taken during a non-paid split work period.

These provisions and processes comply with the Wage Order and all compliance requirements.

**ARTICLE 39**  
**Provision Against Pyramiding**

Where more than one (1) overtime provision is involved, only that provision which creates the greatest compensation shall apply.

**ARTICLE 40**  
**Extra Board Operators SECTION 1. Operations of the Extra Board:**

- A. There shall be one (1) common extra board with the positions on said board established in seniority order.
- B. At the general sign up, the number of extra board positions will be determined by the difference between the total number of operators and the total number of biddable runs.
- C. A rotating charter - extra board system, posted in seniority order, will be used, utilizing the "first up - first out" method. This system of operating may be changed at any time by mutual consent of the Company and the Union.
- D. Work assignments for the following day shall be posted each day at 2:00 p.m.
- E. General rules regulating operators relative to sick leave, miss-outs, etc., shall apply to all extra board operators.
- F. The Company shall give the Union a copy of all charter and extra board assignments as posted, the day after posting. The Union will be allowed to check daily event sheets when necessary.

- G. Whenever two (2) extra board or charter board operators are assigned the same work, the operator with the most seniority will be allowed to choose between working the assignment or going on report.

If the seniority operator chooses to work the assignment, the lesser seniority operator will go on report and will be paid no less than eight (8) hours at the straight time rate, or pay time, whichever is greater.

When a charter board or extra board operator is misassigned, he/she shall be paid the assignment he/ she worked. In addition, he/she shall be paid either the difference in the assignment he/she worked and the assignment he/she should have worked, or ten dollars (\$10.00), whichever is greater. The ten dollar (\$10.00) minimum shall apply only to the first four (4) operators affected.

**SECTION 2. Charter Board:** A charter board will be created from the first ten (10) positions on the extra board. These jobs will be bid by seniority. Charter board operators will bid their days off, by seniority, from available board days off.

All charters shall be worked within this ten (10) operator board on a rotating basis and "first up - first out" rule shall prevail. When charter operators are not available, excess charters may be worked by extra board operators by sign on time.

When a charter is scheduled and a person is assigned to work that charter and the charter cancels, the work assignments shall revolve as if the charter had been worked.

Log books shall be issued to extra board operators assigned charters if required.

This charter board operation, or any part thereof, may be changed at any time by mutual consent of the Union and the Company.

*Overnight Charter Work:* In the event the Company operates an overnight charter, provisions A through F contained in the July 1, 1983 Agreement shall prevail, except that the amount

of the daily advance to be provided the operator for expenses will be mutually agreed upon by the Company and the Union at the time of such overnight charter.

**SECTION 3. *Extra Board Operator's Guarantee and Hours of Work:***

- A. Each extra or charter board operator shall be guaranteed a minimum of eight (8) hours work time daily and minimum of forty (40) hours work time each week to be completed in five (5) consecutive days, provided he/she has accepted all work offered him/ her. For each scheduled work day on which an extra or charter board operator does not work his/her entire assignments, his/her guarantee shall be reduced eight (8) hours for that day. The prevailing rate of pay, for the purpose of interpreting this Section, shall be the rate of pay that the employee's seniority calls for.
- B. An extra board operator may decline work beyond a twelve and one-half (12 1/2) hour spread in any one day. If extra board operators accept work beyond a spread of twelve (12) hours, they will be paid time and one-half (1 1/2) for all work performed in excess of the spread of eleven (11) hours, subject to Article 38, Section 4, Subsections B, C and D, with all other time and one-half (1 1/2) provisions excluded.
- C. No employee shall lose any portion of his/her guarantee as a result of his/her working on his/her assigned or scheduled day off. Employees earning more than guaranteed minimum shall receive in full the amount so earned according to the wage schedules as set forth in Article 47, Section 2.
- D. Work time performed in excess of eight (8) hours or ten hours and thirty minutes (10 hours and 30 minutes) spread per day shall be compensated for at one and one-half (1 1/2) times the regular hourly rate of pay.

**SECTION 4. *Hold-Down for Absence:*** When a regular operator is expected to be temporarily absent for a period in excess of one (1) week (other than on vacation which is dealt

with separately in this Article), his/her regular assignment will be posted for hold-down by extra board operators. The assignment will be available to the extra board operators in seniority order, and if not selected, it will be worked by the extra board in the normal manner. An extra board operator on a hold-down will have the days off which go with that assignment. The extra board operator shall have both the run and the tripper on a hold-down. An extra board operator on a hold-down will remain on it until the return of the operator who temporarily vacated it, or until the next general sign up, whichever occurs first, except that when an extra board operator with a sick hold-down is on the sick list for more than five (5) days, that work will be posted for bid as a hold-down.

No charter board operator may bid a hold-down assignment.

**SECTION 5. *Extra Board 5-Day Week:*** General rules regulating the forty (40) hour work week for regular operators will apply to extra board. Extra board operators will bid their days off by seniority.

**ARTICLE 41**  
**Accidents – Reporting**

**SECTION 1.** Every employee shall make one (1) report for each accident or incident occurring during his/her run or shift, as required by the Company and such report shall be made at the completion of his/her run or shift.

Employees who are required to make a report shall be allowed twenty (20) minutes for making such report, except that no allowance shall be granted when said report can be made out in time already being paid for on the date report is being made. In the event travel is required the employee shall be paid travel time (scheduled running time) and same shall be subject to the overtime provision. All other reports and interviews required by the Company shall be paid for at the straight time rate. Such time shall be checked in through the traffic office. In no event shall any employee be called to make a report or attend an interview on his/her day off, except for deposition or court proceedings.

**SECTION 2.** The Company agrees to compensate any

employee at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of such appearance, for all time spent in conjunction with any legal matters involving the Company directly or indirectly.

In no event shall an employee be paid less than he/she would have received had he/she worked his/her scheduled or assigned work time, except in the case of assault wherein the employee involved is proven to be the aggressor.

If such appearance occurs outside the City of Long Beach, the employee will be provided transportation or reasonable travel expense to attend such hearings.

**SECTION 3.** All accidents will be reviewed by officials of the Company designated by the President/CEO. Where an accident is determined to have been preventable, the employee will be notified in writing within seven (7) days, excluding days off and holidays, from the date of the accident (except in rare cases such as insufficient information for the decision of preventability to be made).

Written notice shall be hand delivered to the employee or mailed to the employee via certified mail if the employee is off work for any reason and shall include the determination of preventability and the reasons for that determination. If the notice was mailed, the employee shall have five (5) days from the date he or she returns to work to request a review of the decision.

Within five (5) days of receipt of such notice, the employee may request in writing a review of the decision with the designated Company official. The employee and union will be provided at least forty-eight (48) hours' notice of the time, date, and place of the conference with the designated Company official to review the decision. The conference may be rescheduled only upon mutual agreement of the Company and the Union.

Only after the review with the designated Company official, in which there is no change and the accident is still deemed preventable, may the employee request in writing within five (5) days excluding days off and holidays, a hearing before a committee of three (3) members comprised of one (1)

Company official, one (1) member of the Union and a third member to be a representative from a local law enforcement agency.

- A. The Company and Union member will render their votes, and only if the vote is a tie will the impartial member vote.
- B. In no event will the nature of the vote be revealed nor will the impartial member reveal whether or not it was necessary for him/her to vote. The only information revealed will be the statement by the impartial member as to whether the accident is preventable or non- preventable.
- C. The decision of the Committee will be final and binding. There shall be no appeal from the Committee's decision, and the Committee will serve without compensation.

**ARTICLE 42**  
**Accident Compensation**

In the event an employee is injured while on duty, resulting in a loss of time, he/she shall: 1) be paid full run, assignment or shift time for the day on which the injury occurs, 2) commencing with the employee's first work day following the day on which the injury occurs he/she shall receive pay equal to one-fifth (1/5) of the maximum weekly compensation amount, as set forth by the Industrial Accident Commission of the State of California, for each of his/her lost work days during the three (3) calendar days immediately following date of injury.

**ARTICLE 43**  
**Accident Prevention**

The Union recognizes that accident prevention work is necessarily incident to the operation of the Company's transportation system and that safety programs, safety meetings and general accident prevention work is mutually beneficial both to the Company and to its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with the Company in such safety work, and will

urge them to attend all safety meetings held and conducted by or for the Company and to take an active part and interest in accident prevention work.

**ARTICLE 44**  
**Equipment Change**

No operator shall be required to operate, beyond the nearest practicable change point, a vehicle not in a safe condition and/or not equipped with all safety appliances as prescribed by law, except that the age or type of equipment shall not in and of itself be a ground for refusal to operate a motor coach or vehicle. The Company agrees to comply with all safety rules promulgated by the State of California and the Federal Government.

**ARTICLE 45**  
**Miss-Outs and Work Assignment Layoff**

**SECTION 1.** When a sufficient number of extra motor coach operators are available to do their work, regular motor coach operators shall be permitted to layoff, provided they secure such permission to lay off from the President/CEO or his/her designee.

**SECTION 2.**

- A. *A "Miss-Out" is Defined To Be:* Each failure of any motor coach operator to report for duty at the proper time and at the proper place at which his/her assigned duties are scheduled to start.

An operator who fails to notify the Company at least thirty (30) minutes prior to his/her reporting time that he/she will not report for duty at the proper time and place shall be charged with a "miss-out".

**SECTION 3. Penalties for Missing Out Shall Be as Follows:**

- A. For the first "miss-out" within a sixty (60) day period, the operator involved shall be paid only for the time worked that day, if any.
- B. For the second "miss-out" within a sixty (60) day

period, the operator involved shall be paid only for the time worked that day, if any, and shall receive one (1) day's suspension without pay. If the operator, by direction of a supervisor, does not work on the day of the miss-out, that day shall be counted as the one (1) day's suspension without pay.

- C. For the third "miss-out" within a sixty (60) day period, the operator involved shall be paid only for the time worked that day, if any, and shall receive two (2) days' suspension without pay. If the operator, by direction of a supervisor, does not work on the day of the miss-out, that day shall be counted as the first of the two (2) days' suspension without pay.
- D. For the fourth "miss-out" within a sixty (60) day period, the operator involved shall be paid only for the time worked that day, if any, and shall be subject to dismissal or such other discipline which the Company may see fit to impose.
- E. The penalty provisions provided in this Article are not intended as a license to "miss-out" within the limits set forth. An operator who "misses-out" consistently over a period of months, although he/she does not reach the limits set forth, may be subject to additional progressive discipline including discharge where appropriate.

**SECTION 4.** Employees who fail to report and make themselves available to their superintendent or his/her designee, within five (5) hours from the time they were scheduled to report for work, shall be considered absent without leave and be subject to suspension or such other discipline as the Company may see fit to impose, however, in the event they are called, the operator must report within one (1) hour.

**SECTION 5.** The Company may waive the imposition of a disciplinary penalty for a "miss-out" as hereinabove provided whenever, in its opinion, a reasonable excuse for such "miss-out" exists.



**ARTICLE 46**  
**Motor Coach Cleaning by Operators**

Motor coach operators shall not be expected to perform any cleaning or repair work on motor coaches, with the exception of picking up debris at the end of the line and placing it into the proper receptacle. At no time shall an operator be required to sort transfers, move cartons, answer telephones.

**ARTICLE 47**  
**Wages - Motor Coach Operators**

**SECTION 1. *Instructing Students:*** During such time as regular operators covered by this Agreement are engaged in instructing students or prospective operators, they shall be allowed one dollar (\$1.00) per hour in addition to their regular pay rate, such additional compensation shall be paid them at the same time as their regular wage for the same day provided student(s) complete the entire run. If student(s) are assigned for a portion of an assignment, then regular operator and student(s) shall be paid only for the time worked.

**SECTION 2. *Regular Wage Schedules:*** The top hourly rate of pay for coach operators shall be as follows:

July 1, 2021.....	\$31.85
July 1, 2022.....	\$32.96

The Company agrees that if it reaches agreement with AFSCME that provides a cumulative General Wage Increase(s) greater than the cumulative General Wage Increase(s) provided to ATU during the term of the Agreement (July 1, 2021 to June 30, 2023), the delta between the two cumulative increases shall be prorated over the term of the Agreement and applied annually. "General Wage Increase" is defined as an across-the-board wage increase for all members of the bargaining unit.

The cost-of-living clause shall not be effective during the term of this Agreement.

In addition to the basic hourly wage rates of pay specified in the Agreement, all employees covered by the Agreement shall be paid a cost-of-living allowance to be determined and re-

determined on the basis of increases over the February 1984 Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967=100), U.S. City Average, All Items, published by the Bureau of Labor Statistics, United States Department of Labor. The Index for February 1984 shall be the Base Index. The cost-of-living adjustment shall be one cent (\$.01) for each full .4 increase in the index over the Base Index.

The lack of a signing bonus shall be understood as non- precedential by both parties.

**SECTION 3. Break-In Time:** Actual driving time round trip will be paid to all operators for the purpose of breaking in on a new line when required by the Company.

**SECTION 4. New Hire Progression:** All operators upon successful completion of training shall be paid:

1st 12 months.....	70% of top rate
2nd 12 months.....	75% of top rate
3rd 12 months... ..	80% of top rate
4th 12 months... ..	90% of top rate
5th 12 months... ..	100% of top rate

An employee must work 1,040 hours of his/her regularly scheduled work hours in the prior year in order to be eligible to advance in the wage progression. (E.g. An employee will advance to step 2 of the progression if he/ she worked at least 1,040 hours during his/her first 12 months of employment). For purposes of this article, vacation, holidays, jury duty, authorized union business leave, military leave, and pregnancy disability leave will count as time worked. If an employee does not meet the 1,040 hour threshold, he/she will remain at the same step of the progression for the next 12 months.

While in training, operators shall be paid applicable legal minimum wage rate.

**ARTICLE 48**  
**Uniforms**

**SECTION 1.** Motor coach operators may purchase uniforms at whatever local establishments they choose provided such uniform equipment conforms to the Company's regulations as to style, color and finish. The Company agrees to cooperate reasonably with the Union in making commitments whereby any operators may purchase uniforms on credit at reasonable cost to operators and, in this connection, the Company agrees to make such commitment with two (2) stores to be designated by the Union. The Company agrees to pay each operator who has completed one (1) year of service a uniform allowance of \$310.00 payable in the first pay check of August 2017, provided the employee has worked 1,040 hours in the preceding applicable period.

Effective January 1, 2018, all new operators who successfully complete the training period shall receive a two hundred and fifty dollar (\$250.00) voucher to purchase uniforms.

Upon return of uniforms for issuance of replacement uniforms or upon separation from employment, operators shall return all articles of clothing with the LBT name or logo.

**SECTION 2.** Operators will be permitted to operate without any coats or jackets during warm weather. Operators shall be allowed to wear regulation uniform shirts with tie, or regulation sport shirt with long or short sleeves. Sport shirts may be worn all the year around if operator so desires.

**SECTION 3.** Uniforms soiled or damaged during the course of the operator's duties will be repaired and/or cleaned or replaced as necessary at no cost to the employee provided the driver reports immediately to the dispatcher with soiled or damaged uniform.

SECTION IV

MAINTENANCE EMPLOYEE PROVISIONS ARTICLE 49

Maintenance Department

**SECTION 1. Hours of Work:** All regular maintenance department employees shall be guaranteed a five (5) day work week, except where holidays intervene. On applicable holidays, Article 33 will prevail. All work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2).

To qualify for overtime on the sixth day or seventh day of a work week, the employee must have worked their daily work assignment five days in that week or have worked in excess of 40 hours for the week, with the exception of an employee not working five days due to paid vacation day, paid holiday, jury duty or Union leave. Work beyond eight hours' work on the sixth or seventh day is to be paid at the overtime rate as provided for in the Agreement.

**SECTION 2. Days Off:** In the event any employee works on his/her day off, he/she shall be guaranteed a minimum of six (6) hours work and shall be paid time and one-half (1 1/2) for all work performed on his/her days off, provided the employee qualifies for overtime in accordance with Section 1.

**SECTION 3. Bidding:** The employees of the maintenance department may bid two (2) consecutive days off, and shifts in their respective job classifications by seniority. The actual bidding shall start seven (7) days after the posting of shifts and shall be conducted over two days for the January bid only. A seniority list shall be posted showing the date and time the employees of the maintenance department shall report to choose their shifts and days off. It shall be the responsibility of each employee to be present at the designated time he/she is to bid. Mechanics A, B, and C shall bid as one classification. Body and Paint A and B will bid as a separate classification.

In the event an employee is on sick leave, vacation, leave of absence, days off, or if an employee fails to bid in person or by proxy on the day he/she is designated to bid, a Union

representative shall bid for the employee. If the Union representative and the employee are not present, the employee shall be passed up until the Union representative or the employee appears, at which time a bid must be made on any open assignment. The effective dates of all changes in days off or shifts resulting from such bids shall be on the first day of the first pay period in the months of January and July, immediately succeeding the bidding.

The Company will provide for a separation of vacation bidding for mechanic, utility and custodian employees.

**SECTION 4. *Lockers and Change Rooms:*** The Company shall provide one (1) locker for each maintenance employee for storing clothes and other personal effects, and shall maintain at all times suitable change rooms with hot and cold running water.

**SECTION 5. *Temporary Transfers:*** All locations of work desired by the superintendent where it is practicable shall be directed to the employees through the working supervisor. Every employee shall perform any work his/her supervisor directs him/her to do; provided that if such work pays a lower rate of pay than his/her regular pay, such employee shall nevertheless receive his/her regular rate of pay. In the event the work to which such employee is transferred or which he/she is directed to do pays a higher rate, and such transfer continues for one (1) hour or more, he/she shall receive for all time spent on such job, the higher rate of pay.

In order to permit an employee to receive training or orientation, the Company may assign an employee to any shift or assignment it may designate without regard to seniority for a period not to exceed ninety (90) days in each instance. The assignment of an employee for training or orientation under this paragraph shall not result in the displacement of any employee already in such shift or assignment.

**SECTION 6. *Vacancies and New Shifts:*** In case of a vacancy on any shift or the addition of new shifts, all employees shall be given preference to bid and fill the same according to respective job classifications by seniority, subject however, to Article 20 of this Agreement. At a minimum, the Company

shall post notices of such vacated shifts or new shifts for bid on the third Monday of each month and the bid must be completed within three (3) days and filled within two (2) days thereafter.

**SECTION 7. *Reports and Time Slips:***

- A. All reports and time slips shall be made on the Company's time. Maintenance employees shall be permitted to clock in not more than ten (10) minutes before the beginning of their work period.
- B. Smoking shall be permitted during working hours except in restricted areas.
- C. Each shift shall have two (2) ten (10) minute coffee breaks.
- D. Employees will be permitted to suspend work ten (10) minutes prior to end of the shift for the purpose of cleaning their work area, bench and tools and for returning Company tools to their proper places.

**SECTION 8. *Equipment for Maintenance Employees:***

- A. Rubber boots, hats and rain coats will be furnished to mechanics and utilities by the Company when necessary.
- B. The Company shall furnish coveralls or two piece uniforms, at employee's option. Employees wearing two piece uniforms must wear shirt inside trousers with a belt. Each employee shall be provided with a maximum of ten (10) pairs of coveralls or two piece uniforms. The Company shall pay the cost of coverall or two piece uniform laundry service. Worn or damaged coveralls or two piece uniform must be turned in when obtaining replacement of same. Upon termination of employment, employees shall turn in their coveralls or two piece uniforms or the cost of uniforms shall be deducted from their final paycheck. The amount deducted will be a maximum of ten (10) uniforms (less any turned in) and will not include any deduction for uniforms previously reported in writing

to be missing with the writing being acknowledged by the appropriate supervisor. Upon return of uniforms for issuance of replacement uniforms or separation from employment, each maintenance employee shall return all articles of clothing with the LBT name or logo.

- C. The Company will provide each maintenance employee with tool insurance in the amount of four thousand dollars (\$4,000.00) per tool box for total loss, with a one hundred dollar (\$100.00) deductible. Insurance premium will be paid by the Company. Payment to be made for a total loss provided the employee has immediately reported the incident and has a current tool inventory on file with the Company. The tool inventory will be updated on an annual basis.
- D. Mechanics will receive the following tool allowance payable in the first pay period of August in each year provided they work 1,040 hours in the preceding applicable period to receive the tool allowance:

Effective August 2017, Mechanics shall receive the same tool allowance as follows:

2017.....	\$425.00
2018.....	\$450.00
2019.....	\$475.00
2020.....	\$500.00

This tool allowance will be paid on a separate check. The Company will contract with an outside vendor to permit maintenance employees to purchase up to six hundred dollars (\$600.00) in tools that will be paid through a Company payroll deduction, in the same manner in which uniforms for operators are handled.

- E. The Company will have power tools available for employees required to use power tools.
- F. Work Boots

Provided that maintenance workers have worked 1,040

hours in the preceding applicable period, effective July 1, 2021, the Company will provide \$225.00 per year to all maintenance personnel to purchase such identified boots. The Company will identify vendor(s) and work boot(s) that meet the Company's criteria and provide a voucher for employees to use with the selected vendor(s) to purchase boots.

**SECTION 9. *Bumping*:** Maintenance employees displaced by senior employees or returning veterans or who, for any reason are deprived of their shifts through no fault of their own, may, if they so desire, displace employees junior to them. This provision shall not apply to operators transferring from operations to maintenance department.

**SECTION 10. *Penalties for "Lateness", "Miss-Outs", and "Absence Without Leave" Shall Be as Follows:***

- A. For each "lateness" and for the first and second "miss-out" within a sixty (60) day period, the employee involved shall be paid only for the time worked that day, if any.
- B. For the third "miss-out" within a sixty (60) day period, the employee involved shall be paid only for the time worked that day, if any, and shall receive one (1) day suspension without pay.
- C. For the fourth "miss-out" within a sixty (60) day period, the employee involved shall be paid only for the time worked that day, if any, and shall be subject to dismissal or such other discipline as the Company may see fit to impose.
- D. The penalty provisions provided in this Article are not intended as a license to be "late" or "miss-out" within the limits set forth. A maintenance employee who is "late" or "misses-out" consistently over a period of months, although he/she does not reach the limits set forth, may be subject to additional progressive discipline including discharge where appropriate.
- E. An employee with a "absence without leave" shall be



subject to suspension or such other discipline as the Company may see fit to impose.

- F. The Company may waive the imposition of a disciplinary penalty for a “lateness”, “miss-out”, or “absence without leave” as hereinabove provided whenever, in its opinion, a reasonable excuse for such “lateness”, “miss-out”, or “absence without leave” exists.

*Definitions Shall Be as Follows:*

1. A “*Lateness*” is Defined To Be: Each failure of any maintenance employee to report for duty at the proper time and place which his/her assigned duties are scheduled to start. The accumulation of every two (2) “lateness” occurrences within a sixty (60) day period shall constitute a “miss- out”.
2. A “*Miss-Out*” is Defined To Be: Either the failure of a maintenance employee to report for duty within thirty (30) minutes after his/ her scheduled report time or two (2) “lateness” occurrences within sixty (60) days.
3. “*Absence Without Leave*” is Defined To Be: Failure of a maintenance employee to report for duty within five (5) hours after his/her scheduled report time.

**SECTION 11.** *Union Emblem:* Members shall be permitted to wear one (1) Union emblem on service uniforms.

**SECTION 12.** *Safety and Sanitation:*

- A. The Company agrees to comply with the health and safety regulations as promulgated under the authority of the Long Beach Municipal Ordinances, the Los Angeles County Ordinances, the Safety and Sanitation Laws of the State of California, and the Safety and Sanitation Laws of the United States Government. Where such conditions are not specifically covered

by legislation or when there is evidence that safety standards are not being complied with, they shall be presented to the employer as a grievance under the grievance procedure as outlined by the terms of this Agreement.

- B. No employee shall be disciplined or discharged for refusing to work under hazardous, dangerous or unhealthful condition, not normally associated with his/her occupation.
- C. Any vehicle which must be towed will be handled by maintenance personnel only. The Company will continue the current practice as long as the tow truck remains operable.

**SECTION 13. *Work by Maintenance Supervisor:*** A maintenance supervisor cannot work with the tools of the trade except in emergencies and then only to the extent that he/she does not replace any employee with the further exception that he/she may use the tools of the trade for instruction.

**SECTION 14. *Duties of Leadperson:*** A leadperson is a leader of the group assigned to his/her responsibility. A leadperson need not concern himself/herself with the work of any employee not in his/her group. It is the leadperson's responsibility to lead the employees in the progress of their work under the supervision of his/her supervisor with whom he/she shall consult in all matters affecting such work. A leadperson has the same responsibility as all employees to report any circumstances affecting the safety of other employees or Company property. A leadperson called to work on his/her day off shall not attempt to usurp the authority of the employee serving as leadperson on that day.

**SECTION 15. *Maintenance Bidding of Vacations:***

- A. At least ten (10) days before the first day of January of each year the Company shall post vacation assignments available for weekly periods of the vacation year. A seniority list shall be posted showing the date and time each shop employee shall report and bid his/ her vacation. On the sixth (6th) day after posting,

the employees shall be allowed fifteen (15) minutes to bid vacation. Failure to sign for your vacation within the allotted period of time by your group will allow the next maintenance employee in seniority to bid his/her vacation period. An employee passing up the opportunity to bid in his/her seniority group shall be allowed to exercise his/her bidding rights in any following group. At no time will he/she be permitted to displace a junior man/woman from his/her vacation bid because he/she did not choose to bid in his/her allotted time. Bidding will not be conducted on Saturday, Sunday or holidays. Should any employee be off sick at his/her scheduled vacation time, he/she shall be permitted to change his/her vacation to a subsequent date, provided it does not conflict with another employee's vacation.

- B. In connection with the above the Company shall keep posted, in a locked and enclosed bulletin case, located in the work area, the vacation bid sheet showing the vacation periods available for bidding. Employees shall submit signed bids on forms provided by the Company and the successful bidders shall be designated on the bid sheet.

**SECTION 16.** The Company agrees to continue all work presently being done by maintenance personnel with the exception of cases where there is an urgent and immediate need. This pertains to all vehicle maintenance.

**SECTION 17. Promotion:** Promotion in the maintenance department will be on the basis of ability and qualification. Where, in the judgment of the Company, two (2) or more applicants are equal in ability and qualifications, the most senior employee shall be promoted. If any advanced employee fails to qualify in such new position within one hundred twenty

(120) days, as determined by the Company, he/she shall revert to his/her former classification without loss of seniority.

**SECTION 18. Layoffs:**

- A. In the event of a layoff in the maintenance department, the employee with the least Company seniority

within the classification being reduced shall be the first employee to be displaced. After he/she has been displaced from his/her classification, he/she shall have the right to exercise his/her Company seniority anywhere in a maintenance department classification where he/she is qualified.

- B. When there are lay-offs in the maintenance department, the term "classification" refers to job classification as set out in Article 50 of this Agreement with the following exceptions:
  - 1. Mechanics "A", "B" and "C" shall be one classification.
  - 2. Body and Paint "A" and "B" shall be one classification.  
  
Body and Paint "A" shall be paid at the Mechanic "A" rate and Body and Paint "B" shall be paid at the Mechanic "B" rate.
  - 3. Utility shall be one classification.
  - 4. Custodian shall be one classification.
- C. An employee exercising his/her Company seniority by bidding into a lower paying position within his/ her classification shall retain the rate of pay of his/her former position.

**SECTION 19:** Overtime beyond the normal working periods shall be distributed equitably among qualified employees in their respective classification by shift and location when practicable on a rotating basis. Failure of an employee to accept overtime when offered will have the same effect as if that employee had worked as far as his/her turn in rotation is concerned. If qualifications are in dispute, the qualifications necessary for any overtime assignment will be determined by the Company. Anyone passed over due to a lack of qualifications will not lose their place in rotation.

**ARTICLE 50**  
**Wages - Maintenance Department**

A. The hourly rate of pay for Mechanic A/Paint and Body A shall be as follows:

July 1, 2021.....\$34.74  
July 1, 2022.....\$35.96

Effective with the pay period beginning December 25, 2005, the hourly rate of pay for a mechanic Leadperson shall be seventy-five cents (\$.75) per hour above the Mechanic "A" rate. A Utility Leadperson shall receive a 12% premium pay rate above his/her current hourly wage rate and may only lead utility employees.

The hourly rate of pay for employees newly entering the classifications of Mechanic "B"/Paint and Body "B" and Mechanic "C" after August 1, 1983 shall be established and maintained at the following percentages of the Mechanic "A" rate, inclusive of wage increases:

Mechanic "B"/Paint and Body "B"  
..... 94% of Mechanic "A" rate

Mechanic "C"  
..... 80% of Mechanic "A" rate

The hourly rate of pay for employees in the Utility classification who were hired on or after June 21, 1980 shall be maintained at 65% of the Mechanic "A" rate, inclusive of wage increases.

The hourly rate of pay for employees in the Custodian classification shall be 60% of the Mechanic "A" rate, inclusive of wage increases.

The hourly rate of pay for employees in the Utility classification who were hired prior to June 21, 1980 shall be as follows:

July 2016.....	\$25.81
July 2017.....	\$26.58
July 2018.....	\$27.38
July 2019.....	\$28.20
July 2020.....	\$29.19

- B. Effective with the pay period beginning April 6, 2014, a shift premium of 2% of the employee's base wage rate will be paid in addition to the above rates of pay for swing shifts beginning on or after 1:00 p.m. A shift premium of 4% of the employee's base wage rate will be paid for graveyard shifts beginning on or after 9:00 p.m. For purposes of pay, the day shifts will begin on or after 4:00 a.m.

FOR LONG BEACH PUBLIC TRANSPORTATION COMPANY:

*Kenneth McDonald*

Kenneth A. McDonald  
President and Chief Executive Officer

*Elizabeth Brown*

Elizabeth Brown, Executive Director/VP Organizational Development and Administration

*LISA PATTON*

---

Lisa Patton, Executive Director/VP Finance and Budget

*Lee Burner*

Lee Burner, Executive Director/VP Transit Service Delivery and Planning

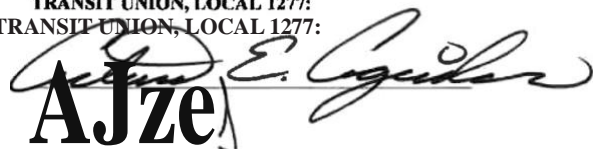
*James Scott*

---

James Scott, Executive Director/VP Maintenance and Infrastructure

DATED: December 1, 2021


FOR THE AMALGAMATED  
TRANSIT UNION, LOCAL 1277:  
TRANSIT UNION, LOCAL 1277:

  
**AJze**

Errol   Fruzier   Vice   Presiden

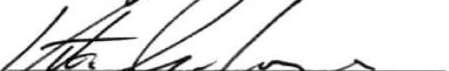
**& t-**

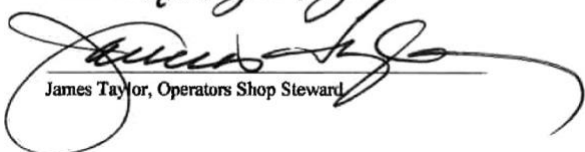
  
John DiRito, Executive Board Member-at-Large

  
Keith Leidholdt, Maintenance Shop Steward

  
Rodolfo Mercado, Maintenance Shop Steward

  
Gaynell Cooper, Operators Shop Steward

  
Victor Rodriguez, Operators Shop Steward

  
James Taylor, Operators Shop Steward



**Letter of Agreement  
Between Long Beach Public Transportation Company and Amalgamated Transit Union, Local 1277**

WHEREAS, Long Beach Public Transportation Company ("LBT") and Amalgamated Transit Union, Local 1277 ("ATU") have a collective bargaining agreement ("Agreement") that was in effect from July 1, 2013, to June 30, 2016 ("2013 to 2016 Agreement"); and

WHEREAS, LBT and ATU have met and conferred regarding a successor Agreement;

THEREFORE, IT IS AGREED AS FOLLOWS:

1. LBT and ATU agree to extend the term of the 2013 to 2016 Agreement to June 30, 2017, and that all terms and conditions of the 2013 to 2016 Agreement shall remain in full force and effect through June 30, 2017, with the exception of those terms changed herein.
2. LBT and ATU agree to begin bargaining on a successor Agreement in March 2017.
3. Motor Coach Operators covered under Article 47, Section 2 shall be provided a two percent (2%) salary increase effective July 1, 2016. Specifically, the top hourly rate for coach operators shall be \$27.20.
4. ATU-represented employees subject to Article 50 of the Agreement shall be provided an increase in the hourly wages of two percent (2%) effective July 1, 2016.

Specifically:

The hourly rate of pay for Mechanic A/Paint and Body A shall be as follows:

- July 1, 2016. .... \$29.68

The hourly rate of pay for employees in the Utility classification who were hired prior to June 21, 1980, shall be as follows:

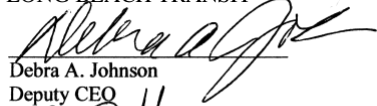
- July 1, 2016. .... \$25.81


5. If from July 1, 2016, to June 30, 2017, LBT reaches agreement with any other LBT-recognized employee organization that provides for increases in wages or benefit compensation that is greater than two percent (2%), then ATU-represented employees shall receive the same increase in wages or benefits as provided to the other bargaining unit.

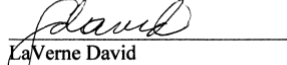
WE AGREE TO THE ABOVE: DATE: 08-19-16

AMALGAMATED TRANSIT UNION


LONG BEACH TRANSIT

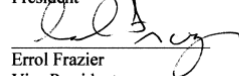
  
Debra A. Johnson  
Deputy CEO

  
Lisa Patton  
Executive Director/VP,  
Finance and Budget

  
LaVerne David  
Executive Director/VP,  
Employee and Labor Relations

Local 1277

  
Art Aguilar  
President

  
Errol Frazier  
Vice President





**UNION OFFICE**  
**1744 N. Main Street**  
**Los Angeles, California 90031-2517**

**(323) 222-1277**  
**(323) 222-1335 (Fax)**

**Office Hours: 8:00 a.m. - 12:00 p.m.**  
**1:00 p.m. - 4:00 p.m.**

**Monday through Friday**

**ATTEND YOUR UNION MEETINGS**

