

file 10883

INTEREST ARBITRATION

between

KANSAS CITY AREA TRANSPORTATION AUTHORITY	)	
- and -	)	CHAIRMAN'S CONCLUSIONS
AMALGAMATED TRANSIT UNION, LOCAL 1287	)	

The most recent collective bargaining agreement between these parties is dated November 15, 1977, although actually executed on February 14, 1979 (Joint Ex. 1). The terms of the 1977 Agreement were finally reached through collective bargaining between the parties, following the issuance of an order by the United States District Court for the Western District of Missouri directing the Authority to submit unresolved contract issues to interest arbitration; the order having been affirmed by the United States Court of Appeals for the 8th Circuit in No. 78-1255, dated August 21, 1978 (Union Ex. 123), certiorari denied by the United States Supreme Court. That agreement expired, however, at midnight on November 14, 1980 following notice of termination given by the Authority.

The parties had engaged in collective bargaining in an effort to achieve a new labor agreement, but were unsuccessful in resolving all the issues that had arisen between them. On December 1, 1980 (Joint Ex. 2), the Union gave written notice to the Authority that all issues in this labor dispute were being submitted to final and binding interest arbitration in accordance with the terms of prior agreements executed by these parties on November 18, 1968 and April 24, 1973, pursuant to the provisions in Section 13(c) of the Urban Mass Transportation Act, 49 U.S.C. 1609(c). Following receipt of this notice by the Authority, the parties established a Board of Arbitration consisting of Martin J. Burns, appointed by the Union, James R. Willard, appointed by the Authority, and Edwin R. Teple, the disinterested arbitrator mutually selected by the other two members, as Chairman.

The Board of Arbitration first met in Kansas City on May 20, 1981 to examine the issues still unresolved and to agree on arrangements for the presentation of evidence and arguments on behalf of both parties. A hearing was subsequently conducted by the Chairman at the Regional Office of the Federal Mediation and Conciliation Service in Kansas City, Missouri on August 3 - 5 and 17 - 19, 1981. A transcript of these proceedings was made by Robert B. Stulz and associates, Kansas City reporters, following which post hearing briefs were filed on behalf of both parties. Thereafter, the Board of Arbitration met in Chicago, Illinois on September 3 and 4, 1981.

### GENERAL OBSERVATIONS

This proceeding has served as a continuation of the collective bargaining process between these parties. A number of issues were settled by the parties before the hearing commenced. One was resolved during the course of the hearing which caused the Union to withdraw several related demands. During the Board deliberations in Chicago, the parties continued to discuss some of the minor outstanding issues, several of which were settled before the Board had concluded its work. The matters thus settled have been included in the Board's award, at the request of the parties.

The Chairman is well aware of the historic use of interest arbitration in the transit industry, dating back to the early part of this century. This is one of the few industries in the United States to recognize the utility of binding arbitration as a means of avoiding strikes. Although by no means uniformly successful, the transit industry has fared reasonably well through its use of this device. Where it has been successfully utilized, the public has been one of the primary beneficiaries as transportation service continued while differences between labor and management were being settled.

It became apparent during the hearing and in the course of subsequent deliberations, that management was concerned about certain aspects of two prior arbitration awards, while the Union seemed equally concerned over the consequences of certain concessions it had made during negotiations for the previous agreement. The Chairman kept this background in mind during his own consideration of the issues presented. While the transit industry has developed certain patterns which are widely followed and are entitled to careful consideration, the Chairman is convinced that local patterns relative to wages and fringe benefits are also entitled to consideration. Likewise, while the Union's effort to maintain an acceptable standard of living for its members is entitled to careful attention, the financial predicament of management cannot be totally disregarded. The accurate balancing of these divergent factors under the particular circumstances facing these parties, the Chairman believes, holds the key to a proper resolution of the issues presented.

Considering all relevant aspects of the issues presented, the Chairman's conclusions are reflected in the following determinations.

### ANNUAL WAGE INCREASES

At the outset, the Board determined that the new agreement should be effective as of November 15, 1980, except as otherwise provided herein, and the first

wage increase should be retroactive to that date. It was also agreed that the term of the new agreement should be for three years, expiring at midnight, November 14, 1983.

The Chairman became convinced that the top hourly rate for a bus operator should be increased 20 cents per hour effective November 15, 1980, an additional 30 cents per hour effective November 15, 1981, and a further increase of 35 cents per hour effective November 15, 1982. Other rates should be proportionately increased.

#### COST-OF-LIVING ALLOWANCE

There was no serious question about the retention of Section 5.8. COLA has been a part of the agreement between these parties for a number of years. The same cannot be said, however, concerning the retention of the maximum or cap on rate increases which was adopted during the last contract negotiations. The Chairman became convinced that the cap should be changed to a fixed amount each calendar quarter, the increase due to COLA to be no more than 14 cents per hour on the top operator rate each quarter, not to exceed a total COLA increase of 56 cents per year, with a floor of 10 cents per hour on the top operator rate in any one quarter or 40 cents per year, effective for the calendar year 1981. The same limits should apply in 1982. The maximum quarterly increase in 1983 should be 15 cents per hour on the top operator rate, with a 60 cent maximum under COLA for the year, the floor to remain at 10 cents per hour for the quarter and 40 cents per hour for the year. Other hourly rates should be adjusted proportionately.

#### FARE BOX PENSION

It was determined that the fare box pension should be increased 5%, effective December 1, 1980, with a similar increase on December 1, 1981 and December 1, 1982.

#### MEDICARE B

It was determined that the Authority should pay the full premium for Medicare B coverage, up to a maximum of \$14.00 per month per retiree, starting with the payment due after November 15, 1980.

#### UNUSED SICK LEAVE

It was agreed that 50% of any unused sick leave accumulated by an employee shall be paid to such employee at the time of retirement, or in the event of the employee's prior death, such payment to be made to the beneficiary designated by such employee, effective January 1, 1982.

### PART-TIME EMPLOYEES

The addendum to the last agreement between these parties provided for the use of part-time employees in the office clerical seniority unit for a trial period which has already expired. The Chairman believes that this addendum should be reinstated in the new agreement for a second trial, the provisions thereof to remain in force for the term of the new agreement or any extension thereof.

The Chairman is also convinced that the Authority should be given the opportunity to make limited use of part-time bus operators. A new article should be added to the agreement for this purpose.

Part-time operators would be covered by the wage article of the agreement, and for the purpose of progression, 2080 hours shall constitute one year of employment. A part-time operator should not work more than 25 hours in any work week. The total number of part-time operators or operator hours, as may be determined at the time the provision is drafted, shall be limited in accordance with the discussions between the members of the Board.

Part-time operators would be assigned only to the following types of work:

- (a) Extras, an "extra" being defined as a scheduled piece of work that is not made into a regular run.
- (b) Replacement of regular operators who are absent on weekends.
- (c) Pieces of work which do not exceed two hours of platform time.
- (d) Charters for sporting events, including "ball extras".

Seniority for part-time operators should be treated separately, under terms similar to those contained in Section 11 of the current Washington, D.C. transit agreement. A provision should be included, similar to the first paragraph of the part-time office employee addendum, for discontinuing the use of part-time operators in the event repeated violations of the limitations on their use should occur. A provision should also be included to protect regular operators from layoff while part-time operators remain in use, with appropriate exceptions to be mutually developed in the course of drafting as discussed during the Board deliberations.

### BEREAVEMENT LEAVE

It was agreed that the bereavement leave provision in Section 1.18(d) of the previous agreement should be amended by adding grandparents and grandchildren of either spouse to the list of those whose deaths warrant leave. In addition, a new sentence should be added to allow three days of bereavement leave with pay, regardless of whether the funeral is on a weekday or the work days off are consecutive whenever the deceased is a spouse or child of the employee.

PENSION FUND CONTRIBUTIONS

It was determined that the Authority contribution to the pension fund should be increased from \$22.00 to \$26.00 per week for each employee, effective January 1, 1982, and from \$26.00 to \$28.00 per week, effective December 1, 1982.

GROUP INSURANCE - WELFARE

It was determined that the Authority should provide basic medical protection for all employees and their dependents, after one year of service, through a Health Maintenance Organization at no cost to the employee, subject to a 10% limit on any increase in the Authority's cost for any year beginning after December 1, 1981. The Authority should also make available a basic medical and an unlimited major medical plan with coordinated benefits for employees and their dependents, after one year of service, on the same basis as previously provided. Retroactive to December 1, 1980, the Authority will absorb any increase in the cost thereof up to a maximum of 10% of the Authority's cost in the prior year.

In addition, the Chairman is convinced the Authority should contribute \$4.00 per week per employee commencing January 1, 1983 to a jointly administered trust fund, to be applied toward the funding of a basic dental plan for employees and their dependents. Eligibility under the dental plan should be the same as for pension payments, the terms of the plan to be jointly determined at a later date.

SNOW AND ICE WORK

It was agreed that Section 1.32 will be amended to increase the premium pay for snow and ice work from 35 cents per hour to 50 cents per hour.

BREAKING IN ON NEW EQUIPMENT

The Chairman is convinced that time spent by the operators breaking in on new equipment should be paid at the full hourly rate.

TOOL ALLOWANCE AND SHOE ALLOWANCE

It was determined that the tool allowance for maintenance employees would be increased from \$75.00 to \$100.00 per year, effective November 1, 1981. In addition, the shoe allowance for maintenance employees will be increased from \$25.00 to \$30.00 per year, effective October 15, 1981.

NIGHT SHIFT PREMIUM

The Chairman believes that maintenance employees on the night shift should

have a work day of eight hours embraced in a period of eight consecutive hours, with a 30 minute lunch period to be taken on the job.

VACATIONS WITH PAY

The Chairman is convinced that Section 1.19 should be amended to provide that any employee who attains his/her first or second year of continuous service prior to July 1, and has worked not less than 75% of the scheduled yearly work days or scheduled yearly work hours, as the case may be, during the first or second fiscal year, shall thereby earn his/her first or second vacation of one or two calendar weeks with pay, to be taken prior to December 31 next following; whereupon he/she shall then go to the calendar year vacation basis.

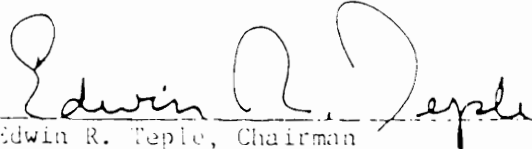
SMALL BUS OPERATIONS

The small bus addendum which was executed after the prior labor agreement had already taken effect, has continued in effect and is to be incorporated in the new agreement. The present language of this addendum seems to allow adequate room for legitimate adjustments or meeting future needs for small bus service. If a question should arise about the limitations on such small bus operations, good faith bargaining should provide a solution.

FINAL CONDITIONS

Any issue raised by either party which has not been resolved herein or in the attached award, shall be considered as having been denied by a majority of the Board of Arbitration.

The drafting of the necessary language to carry out the determinations of the Board as outlined herein and in the attached award, is to be undertaken by the representative members of the Board. The Chairman shall retain jurisdiction for a reasonable period in the event that the other two members should be unable to agree on appropriate language to effectuate the decisions reached.

  
Edwin R. Teple, Chairman

Dated: September 11, 1981

AWARD

Having carefully considered the evidence presented and the arguments advanced on behalf of both parties, the members of the Board of Arbitration, or at least a majority thereof, have made their determination of the outstanding issues and have adopted certain settlements reached by the parties themselves, as follows:

1. Except as otherwise indicated herein, the Agreement shall be effective as of November 15, 1980, and the first hourly wage increase shall be retroactive to that date. The term of the Agreement shall be three years, expiring at midnight on November 14, 1983.
2. The top hourly rate of a bus operator shall be increased 20 cents per hour effective November 15, 1980, an additional 30 cents per hour effective November 15, 1981, and a further increase of 35 cents per hour effective November 15, 1982. Other hourly rates shall be proportionately increased.
3. The cost-of-living allowance shall continue as provided in the previous agreement, except that the cap thereon shall be 14 cents per hour on the top operator rate quarterly in 1981, not to exceed a total COLA increase of 56 cents per hour for that year, with a floor on COLA of 10 cents per hour on the top operator rate in any quarter or 40 cents per year. The same limits shall apply in 1982. In 1983, the cap on COLA shall be 15 cents per hour on the top operator rate, with a 60 cent maximum under COLA for the year, the floor to remain at 10 cents per hour for the quarter and 40 cents per hour for the year. Other rates shall be adjusted proportionately.
4. The fare box pension shall be increased five percent effective December 1, 1980, with a similar increase on December 1, 1981 and December 1, 1982.
5. The Authority shall pay the full premium for Medicare B coverage, up to a maximum of \$14.00 per month per retiree, starting with the payment due after November 15, 1980.
6. Fifty percent of any unused sick leave accumulated by an employee shall be paid to such employee at the time of retirement, or in the event of the employee's prior death, such payment shall be made to the beneficiary designated by such employee, effective January 1, 1982.
7. The addendum providing for the use of part-time employees in the office clerical seniority unit shall be reinstated as part of the Agreement for a second trial,

the provisions thereof to remain in force for the term of the Agreement or any extension thereof. In addition, a new article shall be added to the Agreement providing for the limited use of part-time bus operators. In broad outline, the new article shall include the following provisions:

- (a) Part-time operators will be covered by the wage article of the Agreement, and for the purpose of progression, 2080 hours shall constitute one year of employment. A part-time operator shall not work more than 25 hours in any work week. The total number of part-time operators or operator hours, as may be determined at the time the provision is drafted, shall be limited to the level tentatively agreed upon by the members of the Board.
  - (b) Part-time operators may be assigned only to the following types of work:
    - (1) Extras, an "extra" being defined as a scheduled piece of work that is not made into a regular run.
    - (2) Replacement of regular operators who are absent on weekends.
    - (3) Pieces of work which do not exceed 2 hours of platform time.
    - (4) Charters for sporting events, including "ball extras".
  - (c) Seniority for part-time operators shall be treated separately, under terms similar to those contained in Section 11 of the current Washington, D.C. transit agreement. A provision similar to the one contained in the first paragraph of the part-time office employee addendum shall be included, to require discontinuance of the use of part-time operators in the event of repeated violations of the limitations on their use. A provision shall also be incorporated to protect regular operators from layoff while part-time operators remain in use, with an exception to be mutually developed in the course of drafting, similar to an analogous provision in the Washington, D.C. transit agreement.
8. The bereavement leave provision in Section 1.18(d) shall be amended by adding grandparents and grandchildren of either spouse to the list of those whose death warrants leave. In addition, a new sentence shall be added to this section to provide for three days of bereavement leave with pay, regardless of whether the funeral is on a weekday or the work days off are consecutive, whenever the deceased is a spouse or child of the employee.
9. The Authority contribution to the pension fund shall be increased from \$22.00 to \$26.00 per week for each employee, effective January 1, 1982, and from \$26.00 to \$28.00 per week, effective December 1, 1982.



10. The Authority shall provide basic medical protection for all employees and their dependents, after one year of service, through a Health Maintenance Organization at no cost to the employee, subject to a ten percent limit on any increase in the Authority's cost for any year beginning after December 1, 1981. The Authority shall also make available a basic medical and an unlimited major medical plan with coordinated benefits for employees and their dependents, after one year of service, on the same basis as previously provided. Retroactive to December 1, 1980, the Authority will absorb any increase in the cost thereof, up to a maximum of ten percent of the Authority's cost in the prior year.
11. The Authority shall contribute \$4.00 per week per employee commencing January 1, 1983 to a jointly administered trust fund, to be applied towards the funding of a basic dental plan for employees and their dependents. Eligibility under the dental plan shall be the same as for pension payments, the terms of the plan to be jointly determined by the parties at a later date.
12. Section 1.32 shall be amended to increase the premium pay for snow and ice work from 35 cents per hour to 50 cents per hour.
13. The third paragraph of Section 2.15 shall be amended to provide that time spent by operators breaking in on new equipment shall be paid at the full hourly rate.
14. The tool allowance for maintenance employees in Section 3.4 shall be increased from \$75.00 to \$100.00 per year, effective November 1, 1981. In addition, the shoe allowance for maintenance employees shall be increased from \$25.00 to \$30.00 per year, effective October 15, 1981.
15. Section 3.10 shall be amended to provide that maintenance employees on the night shift will have a work day embraced in a period of eight consecutive hours, with a 30 minute lunch period to be taken on the job.
16. Section 1.19 shall be amended to provide that any employee who attains his/her first or second year of continuous service prior to July 1, and has worked not less than seventy-five percent of the scheduled yearly work days or scheduled yearly work hours, as the case may be, during the first or second fiscal year, shall thereby earn his/her first vacation of one calendar week with pay or second vacation of two calendar weeks with pay, as the case may be, said vacation to be taken prior to December 31 next following; whereupon he/she shall then go to the calendar year vacation basis.

17. The following rate adjustments shall be made in the jobs listed:
  - (a) Leadman: Increase premium to \$.25 per hour.
  - (b) Bench and Air Conditioning Jobs (Class A Mechanic): 111% of operator's rate.
  - (c) Technician: 115% of operator's rate.
  - (d) Brake Overhaul and Body Shop: 93% of operator's rate.
  - (e) Personnel Clerk: 92% of operator's rate.
  - (f) Payroll Clerk: 88% of operator's rate.
  - (g) Data Entry Clerk: 86% of operator's rate.
18. Delete the third unnumbered paragraph in Section 1.4 of the Agreement.
19. Make the following changes in Section 1.5:
  - (a) Delete, "but no probationary period shall exceed sixty (60) calendar days in length in all Seniority Units." Insert, "All probationary periods shall be sixty (60) calendar days in length in all Seniority Units." Insert after badge, "No employee shall be allowed to bid a job during his probationary period." Separate into two paragraphs beginning with "The term 'temporary'...."
  - (b) Add to the fourth unnumbered paragraph in Section 1.5 the following language: "After ninety (90) days of temporary employment, the temporary help must be removed from the position and not allowed to work at that position for at least thirty (30) days, except when necessary to avoid unreasonable hardship to the Authority because of an unexpected delay in the return of the permanent employee."
  - (c) Paragraph 4, "Nine" should read "ninety".
20. Change Section 1.11 as follows:
  - (a) Revise last sentence in paragraph 1 to read as follows: "The Authority will advise the Union of the Authority official or other individual to contact regarding the handling of checkoff matters."
  - (b) Divide paragraph 3 into two paragraphs. The first sentence ending with the words "...shall be fully protected in so doing," shall end the first paragraph and the second paragraph shall begin, "Upon written notice from the Financial...."
21. Change Section 1.12 as follows:
  - (a) In paragraph (a), divide subsection (a) into two paragraphs with the first paragraph consisting of one sentence ending with the words, "... or whose

qualifications may be questioned." Delete the word "and" from the next sentence and start the following paragraph with the words, "The Authority shall have the right...."

- (b) Amend paragraph (f) by deleting the words, "Mediator and a Grievance Board in conformity with clauses '2', '3', '4', and '5' of" in the sixteenth and seventeenth lines and insert the word "under". Also in paragraph (f) in the last line after the words "seven (7) days" add "(Saturdays, Sundays and holidays excepted)".
- (c) Paragraph (f), line 8, delete, "two (2) weeks (Saturdays, Sundays and holidays excepted) in other cases, after notice of the alleged offense has come to the attention of the official concerned;". Insert, "ten (10) working days, Monday through Friday, except holidays, in other cases, after notice of the alleged offense has come to the attention of management."

22. Section 1.13 (Grievances) shall be amended by deleting subsection 4 thereof, and substituting the following for the first three paragraphs of the next subsection, which will be renumbered "4":

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

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

The Authority and the Union shall attempt to have drawn up and ready for selection, a list of mutually acceptable arbitrators who may be contacted

directly for the expedited arbitration. Should this not have been done, or should no arbitrator on the list be available, and should the parties within 24 hours be unable to agree upon an arbitrator, they shall immediately contact the office of the American Arbitration Association to request the first available arbitrator who can hear the case.

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

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

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

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

- (b) Arbitration Board. If the dispute is appealed to an Arbitration Board, each party shall, within five (5) days of the Union's notice of intent to arbitrate, appoint a member of said Arbitration Board and deliver written notice thereof to the other party, or otherwise forfeit its case. The two members thus appointed shall forthwith proceed to select an additional member of the Board (who shall be an impartial and disinterested person); but should the two members first selected fail to agree upon the other member within ten (10) days after being appointed, they shall request the American Arbitration Association to furnish a list of seven (7) members of the National Academy of Arbitrators from which the third member shall be selected. Within five (5) days after receipt of such a list, the two members shall determine by lot the order of elimination,

and thereafter each shall in that order alternately eliminate one name until only one name remains. The remaining person on the list shall be the third member of the Arbitration Board. Any vacancy in the Arbitration Board shall be filled in like manner as the predecessor member was selected. Multiple grievances may be substituted to the same arbitrator only if they arise out of the same factual situation, involved the same contract clause or work rule or with the consent of the parties.

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

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

Retain the balance of old subsection 5, but in the last paragraph, delete everything after the words "shall be" in line 6 thereof, and substitute new language as follows, "awarded such remedy as the Arbitrator shall determine, less any interim earnings or unemployment compensation."

23. In subparagraph (e) of Section 1.15, delete the semicolon and the words, "... provided, however, that" in the eighth line and substitute a comma and the words, "except employees of all seniority units are subject to Section 5.7." The words following in the eighth line begin a new sentence as follows, "An employee so assigned...."

24. In Section 1.17, insert at the end of the first line after the word "Authority", "(except the KCI Airport Express)".

25. Part (a) (General) of Section 1.18 (Leaves of Absence) is amended to provide as follows:

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

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

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

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

An approved leave of absence shall not constitute a break in the continuous service record or company benefits and the employee shall be responsible for the usual employee contribution to benefits unless otherwise specified.

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

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

If an employee, after being on a leave of absence for sickness or injury, can provide a written statement from his/her doctor within one year from the end of said leave of absence, stating that he/she is fully recovered and physically able to return to work, he/she may apply for consideration for reinstatement.

An Authority designated doctor must concur with the medical findings, or a third medical opinion may be obtained for final determination, under the procedures in the disability allowance plan. An employee may also apply for reinstatement prior to the termination of his or her leave of absence related to illness or injury, provided the above stated medical requirements are met. If the employee is permitted to return to work, there will be no loss of seniority or service record.

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

26. Add to Section 1.18 a new subsection (g) - Maternity Leave - as follows:

Maternity leave must be requested at least one month prior to the expected departure date, if practical to do so. An employee may use sick leave four weeks prior to the expected date of delivery, without medical certification, unless the employee is requesting weekly disability allowance, in which case, medical certification is required. An employee may continue to use sick leave with medical certification, six weeks after delivery.

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

27. Amend Section 1.20 as follows:

(a) Change second unnumbered paragraph in subsection (a) to read, "Farebox pensions were increased ten percent (10%) effective November 1, 1975."

Delete the words, "all subject to pending court litigation" from the fourth line of the third unnumbered paragraph.

(b) Delete last sentence in subsection (d), which begins, "The parties reserve the right to negotiate..."

28. Make the following changes in Section 1.22:

Insert a subtitle, "(a) Health/Life Insurance" to precede the first six paragraphs. Change subtitle, "Sick Benefits" to "(b) Weekly Disability Insurance" and insert "(c)" in front of the heading, "Hospital and Medical Benefits for

Retired Employees." In the second unnumbered paragraph of the section in the first line at the top of page 43, insert the word "Authority's" between the words "the" and "cost" and make the last sentence of that second paragraph a separate paragraph. Delete the paragraph headed "NOTE" which begins at the top of page 44 of the last contract.

29. Amend Section 1.37 as follows:

Change title to "Chauffeur's and Operator's Licenses." Add a sentence at the end, "No employee will operate an Authority vehicle without a valid chauffeur's or operator's license as required by law from their state of residence."

30. In Section 1.39, the second line from the top of page 50, delete the words, "four (4) week" and insert the words, "fourteen (14) days."

31. In the heading for Section 1.40, change "Article" to "Section". Delete from the second unnumbered paragraph, starting with line 4, the words, "not more than twenty (20) days of", change the second sentence in the same paragraph by deleting the words, "... in the Drug Rehabilitation Unit at North Kansas City Hospital (or other mutually agreeable facility)..." and replace with the words, "in a mutually agreeable facility."

32. Add to the end of the tenth unnumbered paragraph in Section 2.2, the following: "The workweek in this seniority unit shall consist of five (5) workdays in seven (7), and each workday will consist of a minimum of eight (8) hours."

33. Add to the end of the second unnumbered paragraph in Section 2.3, the following: "An operator called out on his or her regular day off, shall be entitled to one (1) hour travel pay and three (3) hours' guarantee as provided in Section 1.34."

34. In Section 2.4, correct typographical error in unnumbered first paragraph, tenth line, by changing the numbers "45" to "40". Delete last paragraph which begins, "On the Grand-Central line...."

35. In the fourth unnumbered paragraph of Section 2.5, delete the word "motor" where it appears throughout the paragraph.

36. Change Section 2.17 in the following respects:

(a) Rule #1, Section B. Delete the words, "Seniority Unit" where they appear between the words "Transportation" and "officials".

(b) Rule #2, Section A & D. Delete the words, "Seniority Unit" where they appear between the words "Transportation" and "officials".



- (c) Rule # 7. Add a new paragraph at the end of Section A as follows: "After runs have been selected, operators with the least seniority shall be placed on the extra board and assigned days off in seniority order."
  - (d) Rule # 8. Change heading of Section C by deleting the word "or" before "Relief" and adding the words, "or Vacation Runs."
  - (e) Third line from the bottom of the page, delete the word "or" before "Relief" and add the words, "or Vacation Runs".
  - (f) Rule # 11. Add the words, "SECTION B" to the left of the second paragraph.
37. In Section 2.18, replace the present language of subsection (d) with the following: "Bus operators may volunteer to perform relief work in the telephone information center, only after all existing office clerical overtime lists of qualified employees have been exhausted. First preference for overtime in the telephone information center shall be given to center employees."
38. In Section 2.21, rewrite the second sentence of paragraph D to read, "Operators working night runs who become ill may O.K. by 9:00 A.M. for work the same day, for a one day illness only." Add to paragraph 2, "Operators shall sign a duplicate form before taking their eight (8) hours."
39. Make the following changes in Section 1.21:
- (a) Delete the last sentence of subsection (a) and replace with the following, "In case of conflicting requests, seniority shall control except that once the holiday is selected, an employee cannot be bumped."
  - (b) In Rule # 17, insert the following sentence after the words, "unless they voluntarily agree to do so.", "Operators voluntarily working their regular day off will not be entitled to an eight (8) hour off duty period before or after working their regular day off."
  - (c) In Rule # 17, correct the typographical error, line 13, "perator" to "operator".
40. In Section 2.26, add to the end of the second unnumbered paragraph, the following: "An operator shall have the option of wearing suspenders, meeting color specifications of the uniform, with no additional cost to the Authority."
41. In Section 3.1, change title to "Calculation of Overtime". Insert after subsection (a) as a separate paragraph, the third paragraph from Section 3.10.
42. In Section 3.2, add at the end of paragraph 1, the following words, "(Reference Section 5.7)".

43. Change Section 3.3 as follows:
- (a) Delete the sentence in paragraph 1 which reads, "In considering whether a bidder for a Lead job is qualified, it shall be understood that the qualifications for a Lead job include leadership and responsibility, as well as competence in the jobs to be led, and that substantial weight shall be given to supervision's assessment of such qualities." Insert this sentence as a separate paragraph between paragraphs 1 and 2. In the third paragraph, which begins, "Job dispositions ..." revise so that it reads "Job dispositions will be posted within seven (7) days (Saturday, Sunday and holidays excluded) after the date that the bids are closed."
  - (b) Revise the last paragraph to read, "Permanent employees shall have the right to bid on any open jobs posted in their seniority unit".
  - (c) Amend the last paragraph on page 99 to read, "Tests to determine the qualifications for assignment to a posted job, and/or a four (4) workweek trial period...."
44. Change Section 3.4 as follows:
- (a) Third unnumbered paragraph, delete the words "past practice" and insert, "Authority's policy except those required to be furnished by the mechanics and the trainees. The union will have no preference as to brand." Delete the last sentence in paragraph 3 and insert it in Section 3.11.
  - (b) The fifth paragraph is amended to read, "The wearing of safety shoes shall be mandatory and a condition of employment for all job classifications in the Maintenance Seniority Unit, except those clerical positions performed in the office."
  - (c) The sixth paragraph is reworded to read, "The Authority will pay a safety shoe allowance of thirty dollars (\$30.00) per year upon the surrender of a valid receipt on or before October 15 of each year."
45. In Section 3.7, change the title to "Break-In Premium".
46. Make the following changes in Section 3.9:
- (a) Delete asterisk preceding section number and material following asterisk at the bottom of page 104.
  - (b) Insert as a second sentence in paragraph (a): "For the sole purpose of the Annual Mark-up the term 'employee's classification' shall mean two groupings of employees which include the following job types:

"Group one shall be Class A Mechanics (including Leadmen, Machinist and Welder, Bodymen, Plumber, and Building and Grounds), Class B Mechanics, Technician and Technician/Apprentice, Facility Mechanic."

"Group two shall be Mark-out Hostler, Brake and Battery Serviceworker, Class A and Class B Serviceworker, Fueller and Oiler, Facilities Serviceworker, Stockmen and all Leadmen for group two employees."

(c) Insert as second sentence in paragraph (b) "To be prequalified, the bidder will have previously held or will currently be holding a job with the job title and duties bid".

(d) Insert a new paragraph as follows, "(d) All jobs left unassigned after the Annual Mark-up will be posted and bid according to Section 3.3, Bidding Jobs."

47. Move the third paragraph of Section 3.10 to Section 3.1 as noted above.
48. Change title of Section 3.11 to "Protective Clothing". Add as a new paragraph in this section, the last sentence from 3.4 which begins "The Authority will pay a safety shoe allowance..." as noted above.
49. Move Section 3.13 in its entirety to Section 3.11 as a new last paragraph. Re-number all subsequent sections in Article III.
50. In Section 3.14, delete the second unnumbered paragraph. In the last paragraph, correct typographical error, "arage" to "garage".
51. In Section 3.15, delete the second, third and fourth paragraphs, and substitute the following:

CLASS "A" MECHANIC - The Class "A" Mechanic's major duties and responsibilities will include the performance of inspections, diagnosis of mechanical/electrical failures and the changing of units in connection with the maintenance of internal combustion-propelled vehicles. This includes motor vehicle engines, drive trains, chassis, brakes, tires, electrical systems, bodies, air-conditioning systems and all other related components, plus major overhaul of engines, transmissions, electrical parts and other mechanical components.
52. Make the following changes in Section 3.16:
  - (a) After the first sentence in paragraph (3) of subsection A, add the following language: "Any employee above the Class "A" service rate will retain that rate when starting the trainee program but will not receive the step increases provided below until that rate exceeds his or her straight rate.

Those incentives will be computed based on the Class "A" service rate."

(b) Delete paragraph (5) of subsection A.

53. In Section 3.17, add the following new paragraph (c): "Facilities Serviceworkers will perform janitorial type duties at the Facilities Serviceworkers rate of pay. All building and ground duties, painting or replacements of panels at bus shelters or other Class "A" Service worker duties performed by employees, shall be at the Class "A" Serviceworker rate."

54. Add the following new Section 3.18 - Farebox Clerk:

Those jobs presently classified as Grade VI, Farebox Clerks, Office - Clerical Seniority Unit will be transferred to the Maintenance Department Seniority Unit. At the time of transfer, any office clerical seniority acquired from holding the Farebox Clerk job will be transferred to Maintenance Seniority for those individuals who hold the Farebox Clerk jobs at the time of transfer.

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

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

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

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

55. Delete Section 4.6 and renumber the following sections in Article IV.

56. In Section 4.7 (c), correct the typographical error, "deprated" to "operated."

57. In Section 4.8, on page 119, add "(b)" in front of the unnumbered paragraph in the middle of the page.

58. Change the title of Section 4.10 from "Break-In Pay" to "Break-In Premium".

59. In Section 5.2, delete the classification of "Traffic Checker" and add "Information Serviceworker" in the Office Clerical jobs, and in the Transportation portion add, "Small Bus Operator."
60. Sections 5.3 and 5.4 are obsolete in present form. Hold numbers for possible use in new contract.
61. In Section 5.5, under the subheading, Transportation, add, "Small Bus Operator", and under Office Clerical II, delete "Traffic Checker" and add "Information Serviceworker."
62. The position of Revenue Equipment Repairer shall be added to Article V as a new classification under Vehicle Maintenance. This position shall have an hourly rate equal to 98% of the top operator's rate.
63. Add at the end of Section 5.7 the following language: "Employees temporarily transferred or employees bidding on new job assignments, shall be paid at the percentage rate computed on the basis of their employment date."
64. Section 5.8 is obsolete and will be redrawn to incorporate the changes in COLA contained in this award.
65. Section 5.12 shall be redrawn in the light of the retroactive payments required by this award.
66. Add at the end of the last section in the small bus article, the following:  
"except the Authority may use small transit vehicles for charter work when specified by the customer."
67. The following section shall be inserted in the small bus article:  

The Authority's present Maintenance Department shall maintain and service Small Transit Vehicles as defined in this agreement. Maintenance functions will be performed by Class B Mechanics. Class B Mechanics shall have all the rights and privileges of Article III, Maintenance Seniority Unit. The Class B Mechanic's major duties and responsibilities will include the performance of inspections, diagnosis of mechanical/electrical failures and the changing of units in connection with the maintenance of Small Transit Vehicles. This includes engines, drive trains, chassis, brakes, tires, electrical systems, bodies, air-conditioning systems and all other related components.

The Class B Mechanic will perform maintenance on Small Transit Vehicles and non-revenue vehicles with the following limitations: (a) Maintenance on non-

revenue vehicles will be performed by a Class B Mechanic only when a Class A Mechanic is also performing maintenance on non-revenue vehicles. (b) In the absence of a Class A Mechanic, the Authority shall have the option of assigning a Class B Mechanic and upgrading the Class B Mechanic to a Class A Mechanic's rate to perform maintenance on non-revenue vehicles. (c) Class A Mechanic Job #E176 shall be assigned to maintain non-revenue vehicles for the terms of this agreement. The Class B Mechanic will be allowed to perform maintenance on standard transit coaches, provided they are paid the Class A Mechanic rate.

The Class B Mechanic's rate shall be maintained as 101% relationship to the operator's rate as per the union contract of November 15, 1977, actually executed February 14, 1979.

Class B Mechanic jobs will be posted internally before advertised outside by the Authority.

  
Edwin R. Teple, Chairman

\_\_\_\_\_  
James R. Willard, Authority Member,  
concurring in all of the above except  
Items \_\_\_\_\_.

\_\_\_\_\_  
Martin J. Burns, Union Member,  
concurring in all of the above except  
Items \_\_\_\_\_.

Dated: September 16, 1981