

MANAGEMENT PROPOSALS FOR CHANGES IN COLLECTIVE BARGAINING AGREEMENT  
WITH DIVISION 689, AMALGAMATED TRANSIT UNION, AFL-CIO  
FOR PERIOD BEGINNING MAY 1, 1976

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The provisions of the Agreement between the Washington Metropolitan Area Transit Authority and Division 689 of the Amalgamated Transit Union, executed August 30, 1974, for the period ending April 30, 1976, shall be continued in the new Agreement except for the changes, deletions and additions set forth below:

Section 1.

Revise Section 1 to clarify by providing that the management of the transit system and the direction of the working force, including the right to plan, direct, curtail, determine, and control operations, hire, suspend, discipline, or discharge for proper cause, layoff, transfer, or relieve employees from duties because of lack of work, to promote efficiency or for other legitimate reasons, and all rights and powers customarily exercised by an employer, except as may be specifically limited by this Agreement, are vested exclusively in the Authority.

Section 2.

Amend Section 2 and other affected sections of the Agreement in order to remove from the unit a number of positions which the Authority believes are not appropriately included in this bargaining unit.

Section 5.

Revise Section 5 (b) to read as follows:

"No grievance will be entertained after thirty (30) days from the occurrence giving rise thereto. Arbitration may not be requested after sixty (60) days from the date of the final decision of the Authority on the matter in dispute."

Amend the grievance procedure by adding a provision requiring the Union to designate the authorized Union representative(s) for each group of employees and by adding language to the effect that Union representatives shall be allowed unpaid time off from their work to perform Union duties so long as it does not interfere with the proper performance of their work.

Section 6.

Revise last sentence of Section 6 to read as follows:

"The Board of Arbitration shall hear evidence and arguments on all matters in dispute as expeditiously as practicable and shall render its decision without undue delay."

Section 7.

Revise Section 7 to read as follows:

"The Union and its members will not engage in, condone or encourage any strike, work stoppage, slowdown, picketing or other interference with the operations of the Authority, and the Authority will not lock out employees.

"All disputes that may arise during the period of this Agreement as well as all disputes that may arise during or after the term of this Agreement in efforts to negotiate the provisions of any future Agreement shall be submitted to final and binding arbitration in accordance with Sections 5 or 6 of this Agreement.

"It is specifically agreed and understood that violations of this provision by the Union, by any employees, or by the Authority shall not be subject to the grievance and arbitration procedures of this Agreement and in the event of a violation, threatened violation, or dispute regarding this provision, each party specifically reserves the right to seek such relief as it may be entitled to, from any court of competent jurisdiction.; In addition, any employee violating this provision shall be subject to immediate discharge, which discharge shall not be subject to the grievance and arbitration provisions of this Agreement, provided, however, that if there is a dispute as to whether an employee did in fact violate this provision such dispute shall be subject to said grievance and arbitration provisions."

*Section 1*

Section 8.

Revise Section 8 to read as follows:

"New employees shall serve a probationary period of <sup>SIX</sup> ~~twelve~~ (12) months except for those hired as <sup>Twelve</sup> Bus Operators for whom the probationary period shall be ~~six~~ (12) months. The Authority may discipline or discharge any new employee during the probationary period at its own discretion and no grievance can be claimed therefor by the Union, provided, that any employee who has served the probationary period and has subsequently been separated from the Authority's service shall not be required to serve any probationary period if re-employed within one (1) year from the date of such separation. Any employee who has served less than the full probationary period and has subsequently been separated from the Authority's service and is re-employed within one (1) year from the date of such separation shall be required to serve the balance of the twelve months (six months for Bus Operators) but not less than ninety (90) days (forty-five (45) days for Bus Operators) as a probationary period. Such employees, re-employed within one (1) year from the date of separation, shall be required

to become members of the Union thirty (30) days from the date of their re-employment with the Authority. Any operator who has been separated from the service of the Authority and is re-employed within one (1) year shall receive the rate of pay to which his previous service as an operator with the Authority would entitle him in the absence of any break in service.

"The Authority shall notify the Union representative in writing at each Division of the fact of the employment or re-employment of any employee at the time of such employment or re-employment."

#### Section 10.

Revise Section 10 to read as follows:

"The Authority shall not contract out or subcontract any work normally performed by the employees within the bargaining unit defined in this Agreement which would result in a lay-off or demotion of these employees."

#### Section 11.

This section now provides that part-time employees who are employed by the Authority may not be persons who are engaged in full-time employment for wages elsewhere. The Authority would like to revise this provision to facilitate the hiring of part-time workers. Also, the Authority proposes that the parties amend or clarify the agreement in other sections as may be required to indicate those provisions which shall and which shall not apply to part-time employees and, where the provision is to apply, to define such special applications as may be appropriate for part-time as opposed to full-time employees under the contract.

Thus, for example, there is no problem in this regard with respect to the sick leave plan or the pension plan since the contract already confines the application of these provisions to "full-time" employees.

Stated conversely, the contract already specifically excludes part-time employees from certain elements of travel time pay (page 37) and from the extra operators' provisions as set forth in Section 34 (the exclusion from Section 34 appears at page 40).

The above are illustrative. The contract contains other references to part-time employees but it is not complete in this regard. We request negotiation of equitable arrangements for part-time employees with respect to those sections of the agreement where the contract is now silent.

Section 15.

Revise Section 15 in the following respects:

(1) Eliminate Section 15(b).

(2) Revise Section 15(c) to read as follows:

"To be eligible for a vacation as provided for above, an employee must have worked at least one hundred seventy-four (174) days in the twelve (12) months prior to the beginning of the vacation year (July 1 through June 30) in which the vacation is to be taken (or, in the case of an employee who first becomes eligible for a one-week vacation after July 1, in the twelve (12) months prior to his vacation); provided, that an employee who has worked less than one hundred seventy-four (174) days but who has worked at least one hundred twenty-four (124) days in the twelve (12) months prior to the beginning of the vacation year shall be entitled to one-half (1/2) of the paid vacation to which he would have been entitled had he worked at least one hundred seventy-four (174) days.

"In computing the time worked under the requirements of the preceding paragraph, time spent on vacation or time lost through an industrial accident in which Workmen's Compensation has been paid shall be included as days worked."

(3) Revise Section 15(d) to read as follows:

"One (1) week's vacation will be interpreted for each individual as forty (40) hours (and one (1) day's vacation, as eight (8) hours) at his straight-time rate without any overtime allowances, differentials, premiums or other additional payments."

(4) Revise Section 15(g) to read as follows:

"In the event the active service of an employee who has become entitled to a vacation terminates for any reason other than discharge for cause before he has taken all or part of the vacation to which he has become entitled, he (and in the event of his death, his beneficiary) shall be paid for his vacation or for such portion of his vacation as has not been used."

(5) Revise Section 15(i) to read:

"To be eligible for a prorated vacation, as provided for in paragraph (h) above, an employee must have worked at least that proportion of one hundred seventy-four (174) days which is represented by the ratio which the number of days from the July 1 preceding his termination until the date of his termination bears to three hundred sixty-five (365) days."

(6) Eliminate Section 15(m).

Section 16.

Revise Section 16 in the following respects:

(1) Revise Section 16(b) to read as follows:

"Employees in the active service of the Authority who have had one (1) or more years of continuous service will be allowed sick leave of twelve (12) days of eight (8) hours each per year on an annual basis. Such sick leave shall be cumulative. Any unused portion of such twelve (12) days per year shall accumulate to the credit of the employee, and there shall be no limit to the amount of such accumulation. Except as provided hereinafter, no sick leave will be paid for the first three (3) working days in any period of absence due to illness or injury.

"If an employee is hospitalized on one (1) or more of the three (3) excluded working days under the waiting period provision, then the employee shall be paid for such working day or days on which he is hospitalized during the waiting period. If an employee is ill for more than fourteen (14) consecutive days, he shall receive payment for sick leave beginning with the first day of absence from work in that illness."

(2) Revise Section 16(e) to delete reference to "the doctor's nurse" as acceptable in certification of illness.

Section 19.

Revise Section 19(b) to read as follows:

"An employee who works on these days shall receive, in addition to the aforesaid eight (8) hours' pay, pay for all time worked with a minimum of sixteen (16) hours' straight-time pay. In order to qualify for the holiday allowance, the employee must complete his assignments on his last scheduled workday preceding and his first scheduled workday following a holiday in addition to performing all of his assigned work on said holiday; provided that in determining for this purpose whether such assigned work has been performed its nonperformance by an employee will be excused if its nonperformance was because of any of the following

causes: jury duty, death in his immediate family, absence with Authority approval or at Authority instructions, authenticated injury or illness, properly reported, which makes him unable to perform his assigned work and which originates no later than five (5) calendar days immediately preceding the holiday, and having been excused by the Authority to transact business for the Union. If any such holiday falls on a day during an employee's vacation, he shall receive in addition to his vacation pay, the eight (8) hours' holiday allowance for that day."

Section 21.

Amend as needed to provide that an employee will receive this payment only when it is necessary to relieve him or her from duty because the work schedule would not permit the employee to vote outside his or her normal work hours.

Section 22.

Revise Section 22 in the following respects:

(1) Eliminate that portion of Section 22 (a) after the first sentence.

(2) Clarify Section 22 (b) by adding the following sentence:

"As with the uniformed employees covered in the prior paragraph, this work clothes provision requires that employees affected must wear work clothes of a type, color, etc. as prescribed by the Authority."

(3) Clarify Section 22 (c) by including in this language the agreed practice whereby new employees must have been hired at least three months prior to date of the payment (January 1 or July 1) of the allowance and must have worked at least 13 weeks in the prior six months in order to receive payment.

(4) Clarify Section 22 (d) by limiting tool allowance to employees required to purchase tools.

*Pl. only if tools are purchased*

Section 23.

Revise to read as follows:

"Any operator who works on a day off (except an operator working a beach trip as defined in Section 40) shall be paid for such work at the rate of time and one-half. In order to receive payment at the rate of time and one-half for work performed on a day off, an operator must make all required reports and complete all his assignments during his five regularly scheduled workdays in that week.

"Any operator who works on a day off and who qualifies for payment at the rate of time and one-half in accordance with the above provision shall receive a minimum of four (4) hours' pay at the straight-time rate if the amount to which he would be entitled is four (4) hours' straight-time pay or less, and shall receive a minimum of eight (8) hours'

pay at the straight-time rate if the amount to which he would be entitled is more than four (4) hours' straight-time pay. These minimum payments shall not apply to operators doing charter work or snow work.

"Any operator who, on his regularly scheduled day off, works a trip or trips to athletic, recreational, or similar activities shall be paid for such work at the straight-time rate."

Section 24.

Revise Section 24 in the following respects:

(1) (a) Revise the progression rates for Bus Operators hired on or after May 1, 1976 to the following:

- 539
- First 12 months of employment - 75% of top rate
  - Next 12 months of employment - 80% of top rate
  - Next 12 months of employment - 85% of top rate
  - Next 12 months of employment - 90% of top rate
  - Next 12 months of employment - 95% of top rate
  - Thereafter (after 5 years) - Top Rate

(b) Provide for a new wage scale for farebox pullers hired on or after May 1, 1976.

(2) For non-operating job classifications below the level of Helper, provide a new wage scale and progression for all new employees hired after May 1, 1976.

(3) For Clerical and Administrative Personnel hired after May 1, 1976, provide a progression scale calling for 80% of the applicable paid rate in the first year of employment, 85% thereafter for six months, and 90% thereafter for an additional six months, and top rate after two years.

Provide wage scale and progression for Revenue Attendant.

(4) Employees who were hired prior to June 20, 1974, and are currently in one of the job classes for which wage rates were restructured by the 1974 settlement, shall be "red circled" and shall remain at their present paid rates until such time as the restructured rates for the classifications involved reach the paid rates of the people involved.

(5) Provide new wage scales and conditional progression for Janitors, Loop Attendants and Laborers.

The job classes listed above are benchmark classes. It is intended that any unmentioned job classes in the non-operating department below the level of Helper be proportionately adjusted.

}  
} 4.75 / hr. = 7.25 April 30 -  
70% Top rate  
5yr Progression  
175% CL - SW.  
CLEARER \$3.80  
5.25 TO 6.25

These rates are to apply to employees entering the above classifications on and after May 1, 1976. Incumbents shall be "red circled" in the manner described in (4) above.

Section 25.

Eliminate this provision.

Section 27.

Revise the first clause of Section 27 (d) to read:

*from 15 to 30.*

"Any change resulting in a reduction in pay of thirty (30) minutes or more" and continuing with the present language for the balance of the paragraph.

Section 28.

Revise Section 28 (a) to read as follows:

"When individual schedules affecting one Division are posted, which do not change the number of runs at the Division, operators shall select their runs or the extra board in accordance with their seniority at such Division; the longest in continuous service at such Division to have the first choice of runs or the extra board and so on down the list until all runs are filled. It is agreed that the right to pick the extra board shall be subject to the right of the Authority to adjust the extra board at each Division."

Revise Section 28 (b) to read as follows:

"If a change of schedules or a reduction of the extra board at any Division, other than the changes or reduction normally involved in the shift from a winter schedule to a summer schedule, results in the elimination of a regular run or runs, or in the reduction in the number of men on the extra board, any man, beginning with the man having the highest seniority at that Division and so on down the seniority list at that Division, up to the number of men eliminated from



the extra board, may select another Division which has work for which he is qualified or is able to qualify. Such men will then select runs on the extra board in accordance with their seniority. Any man affected by such a bumpdown shall have the same privilege of remaining at his Division or of selecting another Division in accordance with his seniority, subject to his qualifications or ability to qualify, and then a run on the extra board, and so on until the bumpdown is completed. It is agreed that the right to pick the extra board shall be subject to the right of the Authority to adjust the extra board at each Division.

"In the case of a bumpdown, a notice will be placed on the bulletin board at that Division where one or more men have bumped in, at the next noon period after the Division has been advised of such a bump-in, and will remain posted until noon of the second following day. These notices will give the name, badge number and seniority date of the man or men bumping in, and any man at that Division having less seniority than the oldest man bumping in, and any second man having seniority less than the second oldest man bumping in, and so on, will have the privilege, within the forty-eight (48) hour period when the notice is on the bulletin board, of making a written request, to his Division office, for a change of Division, indicating the Division to which he desires to move, if he does not desire to remain at the Division. These requests will be granted, in the order of seniority, and the successful applicants will be notified as soon as possible after the expiration of the forty-eight (48) hour period.

"Each man changing Division under the provisions of paragraph (b) will take his place at his new Division on the Sunday following his qualification for the new work selected; or, in cases where the change results in a bumpdown, on the Sunday following the completion of such bumpdown, and the qualification of all men involved; it being understood, however, that the Authority shall have the option of waiving the requirements as to qualification, without loss of earnings to the men involved.

"All training required in carrying out the provisions of paragraph (b) will be paid for by the Authority."

Revise Section 28(c) to read as follows:

"Whenever a regular run or runs are added or become permanently vacant at any Division, or whenever a new schedule provides additional runs, notices of such vacancies with details of the new or vacant runs will be posted at all Divisions, on the next Monday noon. For the purposes of paragraph (c) vacancies will be considered permanent when caused by men leaving the service, or being granted special leave of absence for military service or to go on the salaried payroll. Any man desiring to move to the Division where there is a vacancy, or to fill a vacancy at

his own Division, may hand his written request to his Division office up to noon of the following Wednesday.

"The men whose seniority entitles them to the runs or vacancies for which they have applied will be notified by the next Friday noon. Men who have applied successfully for specific runs or vacancies at a new Division will move to the new Division on the Sunday following their qualification for the new work selected, or on any preceding Sunday, at the option of the Authority.

"When new schedules having additional runs are being picked, such additional new runs will not be included in the pick, but will be advertised at all Divisions as set forth above, it being understood that the additional runs will be designated by the Schedule Department subject to agreement by the Schedule Committee designated in Section 27(b). In application of the foregoing, runs added in the change normally involved in the shift from a summer schedule to a winter schedule will be included in the pick and runs above the number eliminated in the preceding June will not be included in the pick but will be advertised at all Divisions, as set forth above. Men already at that Division will have the same privileges as men at other Divisions, of applying for such additional runs in addition to picking the balance of the runs or the extra board in the usual manner, it being understood that men who successfully apply for such additional new runs will receive them instead of the other runs which they have picked. The runs thus vacated will then be advertised at all Divisions on the following week.

"The training required in carrying out the provisions of paragraph (c) hereof will not be paid for by the Authority.

"If a man desires to protect himself from the loss of an opportunity to pick, under either paragraph (b) or (c) hereof, because of absence due to illness or vacation, he may leave written instructions at his Division office, which will be executed for him if, during his absence, there is an opportunity to pick the kind of work or Division he desires.

"Provided, that each man will be given fair opportunity to qualify for the work required, and

"Provided further, that the officials of the Authority shall be the final judges as to the qualifications of a man to perform the work required, and

"Provided further, that men returning from special leave of absence due to military service or from the salaried payroll will be permitted to select a Division in accordance with the provisions of paragraph (b) hereof."

Revise the first portion of Section 28(e) to read:

"An extra operator who has been marked up to operate a full run may be required to operate a different assignment and in such event he shall receive, in addition to the pay for work performed", continuing with balance of the paragraph as in the current provision.

Section 29.

Revise Section 29 in the following respects:

(1) Revise Section 29(a) to read as follows:

"Schedules will be made with the maximum of straight runs consistent with operating conditions. A straight run is one that pays straight through from the time the operator begins his run to the time he is relieved from duty except for a meal break which shall be a period off duty of not less than twenty (20) minutes and not more than one (1) hour for which period no compensation shall be paid."

(2) Revise that portion of Section 29(b) preceding the semicolon to read as follows:

"Schedules shall provide straight runs equal in number to 45% of all regular runs;". Retain the balance of the sentence as at present.

(3) Revise the last sentence of Section 29(b) to read:

"Ninety-five (95) percent of all regular runs on the Sunday schedule shall be straight runs."

(4) Revise Section 29(d) to read as follows:

"Whenever it can be shown that scheduled pieces of work can be coupled together to yield seven (7) hours' of platform time or more, it shall be done and such runs as well as single scheduled pieces of work of seven (7) hours or more, shall pay not less than eight (8) hours' time; provided, however, that this shall not be construed as requiring the Authority to split up coupled runs totalling eight (8) hours or more; and provided further, that such work will be incorporated into regular runs and put up for pick or bumpdown within thirty (30) days."

(5) Revise Section 29(e) to read as follows:

"Intervening scheduled time between a run and extra work or a combination of either or both, shall be paid for at straight-time rate, if it is one (1) hour or less. This shall not apply to the time between line work and charter or sightseeing work or any combination of the latter two."

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(6) Revise Section 29(f) by deleting the last three lines.

(7) Revise Section 29(g) to read as follows:

"No regular swing run shall have more than one (1) unpaid-for period in addition to the meal break intervening between pieces of work.

"Intervening periods of thirty (30) minutes or less other than the meal break shall be paid for."

(8) Revise Section 29(i) to read as follows:

"All schedules shall be made with a minimum period of twenty (20) minutes and a maximum period of one (1) hour for meal trips, which shall be a period off duty for which no compensation shall be paid. If, on account of delays to traffic, the meal lay-over is interfered with, every reasonable effort will be made to provide suitable time for meals on subsequent trips, provided, that no portion of a run containing six (6) hours' continuous platform time will be scheduled without a meal relief."

*Rev 15 min*

Section 30.

Revise Section 30 to read as follows:

"All operators shall have two (2) days off in seven (7) as their assigned days off and they shall be consecutive assigned days off to the fullest practicable extent. It is understood that the Authority shall have the sole and exclusive right to determine the type and character of the schedule to be operated on any given holiday."

Section 31.

Revise Section 31 in the following respects:

(1) Revise the first two lines to read:

"Travel allowance will be paid under the following circumstances:"

*Travel time in middle of Run Paid but not overtime*

(2) Revise Section 31(b) to read as follows:

"When a man is required to go from a point where he completes one (1) movement of a bus to another point to begin another movement of a bus, provided, however, that travel time which occurs during an unworked paid period shall not be covered by this provision;"

Section 32.

Revise Section 32 to read as follows:

"Overtime at the rate of time and one-half shall be paid:

(a) For all platform time plus report time, turn-in time when required, and travel time as defined in Section 31 above in excess of eight (8) hours on any one (1) work day and in excess of forty (40) hours per week; provided, that overtime worked in any one (1) day shall not be counted again in computing overtime on the weekly basis; provided, however, that the first fifteen (15) minutes of late-ins shall not be included for the purpose of this overtime computation.

(b) For all platform work plus report time, turn-in time when required, and travel time as defined in Section 31 above or such work required by the Street or Division supervisory force, whether worked voluntarily or required, and utility work, before or after working a regular run or during a swing on the same day, except that this will not apply to men coming under the provisions of Sec. 33(a)(2); provided, however, that the first fifteen (15) minutes of late-ins shall not be included for the purpose of this overtime computation.

(c) For all platform time, plus report time, turn-in time when required, and travel time as defined in Section 31 above performed by an operator on his regular assigned days off, provided he has completed his full tour of duty on his regular job for the preceding regular work week.

(d) Where a swing run has scheduled platform time plus report time, turn-in time when required and travel time as defined in Section 31 above exceeding eight (8) hours, overtime shall be figured on that basis, and added to the pay time in excess of eight (8) hours.

(e) For all time worked by Authority employees as part-time operators for all platform time, plus report time, turn-in time when required, and travel time as defined in Section 31 above before or after completing their regular duties (whether or not such regular duties are covered by this Agreement), and for all such work performed on his day or days off from his normal job, provided he has completed his full tour of duty on his regular job for the preceding regular work week."

Section 33.

Revise Section 33(a) (1) to read as follows:

"For all platform work beyond a spread of ten (10) platform hours in case of swing runs. This spread time allowance shall be paid in addition to all other straight-time payments, overtime payments and allowances to make the minimum day as required by other sections of this Agreement; provided, however, that the first fifteen (15) minutes of late-ins shall not be included for the purpose of this spread time computation."

Eliminate Section 33(a) (2).

Revise Section 33(a) (3) to read as follows:

"To extra operators assigned to perform work other than a regular run, for all platform time beyond a spread of eleven and one-half (11½) hours."

Eliminate Section 33(b).

#### Section 34.

Revise Section 34(b) to read as follows:

"All extra operators shall be guaranteed a minimum of eight (8) hours' pay per day and forty (40) hours' pay per week, at their regular rates of pay, for a week of five (5) days, not including their assigned days off, provided such employee makes and completes all reports required of him subject to legal restriction. Any man absent on account of illness, leave of absence, or under suspension, shall forfeit the 8-hour minimum guarantee for each day on which he is absent, and one (1) day's proportion of said weekly guarantee. Men earning more than the guaranteed minimum on any day shall receive in full the amount they earn on that day. It is understood that this section does not apply to part-time operators. Any man missing shall forfeit the 8-hour minimum guarantee and the 40-hour weekly guarantee for the entire work week in which the miss occurs."

Clarify Section 34(b) and any other affected portion of the agreement to make it plain that an extra operator in order to qualify for his guarantee shall be required to make all required reports both for specified platform work and for standby service.

Eliminate Sections 34(d) and 34(e).

#### Section 35.

Revise Section 35 to read as follows:

"(a) There shall, in the absence of circumstances making posting impossible, be posted at each Division a slate containing the names and assignments of regular operators who have volunteered for extra work."

"(b) When regular runs are posted for pick, the Authority shall also post a list of trippers at each Division, confined to trippers having not more than two (2) hours and thirty (30) minutes' platform time. Each regular operator will be permitted, in seniority order, to select a tripper or trippers which can be worked together with the run selected by him. It is understood that trippers signed up for by regular men will be subject to change or cancellation depending on the demands for service. A regular operator will be required to operate the tripper which he selected under this provision. Failure to operate a tripper which has been bid under this provision may result in cancellation of the operator's right to biddable trippers thereafter. An operator who completes a regular run and a tripper under this provision will be paid at the rate of time and one-half for the time in the tripper in addition to the pay of his run."

#### Section 39.

Revise Section 39 to read as follows:

"(a) All operators will receive an allowance of ten (10) minutes to make out occurrence reports or to make out any other report except detention or I.C.C. Log reports; provided, however, that an operator is to be allowed the actual time involved up to a maximum of thirty (30) minutes for making out an accident report if it is necessary that the report be prepared on the operator's own time.

"(b) All operators shall receive ten (10) minutes' preparatory time at the beginning of their workday and two (2) minutes for the turn-in at the completion of their day's work; provided, however, that if an operator is required to turn in receipts at the end of his day's work, he shall receive a total of ten (10) minutes' time for turn-in."

#### Section 42.

Revise Section 42 to read as follows:

"Supervisors in non-operating departments shall not regularly perform any manual or mechanical work other than work as may be necessary in a temporary emergency, in instructing employees, or testing machines or mechanical equipment." /

Section 44.

Revise Section 44 to read as follows:

"Any employee with one year or more seniority in the non-operating departments who is required by the Authority between annual picks to change his shift or division for a temporary period, shall be paid a premium of fifteen (15) cents per hour for all time on duty during the period of such temporary transfer."

Section 46.

Revise Section 46(c) to read as follows:

"Whenever vacancies occur in the shops and garages, notice will be posted within ten (10) days on the bulletin boards in the aforementioned locations giving opportunity for those who desire to apply to file their applications and to take examinations. Promotions will be made within thirty (30) days on the basis of fitness and ability and the applications will be advised promptly of the results of such examinations; provided, however, that in all cases where two (2) or more employees have approximately equal qualifications for the vacancy, seniority shall rule. Time spent in taking such examinations shall be paid for at straight-time rates. Time spent in taking an examination more than twice for the same classification within a six-month period will not be paid. The Union shall be immediately notified in writing of the existence of any vacancy and the date that such vacancy occurs and shall also be notified immediately of the identity of the employee promoted and the date of such promotion."

Section 47.

Revise Section 47(a) to read as follows:

"All employees in bus garages are hereby guaranteed a minimum of work of a five (5) day week of eight (8) hour days; provided, any man failing to make and complete a report on any day for any reason shall forfeit the day's proportion of said minimum guarantee. All employees shall have two (2) consecutive days off in seven (7) whenever practicable."

Eliminate Section 47(d).

Revise 47(c) to read as follows:

"Bus garage employees with one year or more seniority will be permitted to select their work shifts at the garage to which they are assigned, in accordance with seniority, within their respective classifications, subject to the number of jobs of each classification assigned by the Authority to each shift, providing the employee qualifies within a reason-

*Assigned work  
70 one year.*



Section 46.

Revise Section 46(a) to read as follows:

Mechanical Division -

*Clarify Brentwood only.*

(a) All employees in the Bladensburg and Brentwood Maintenance Shops are guaranteed a minimum of work of a five (5) day week of eight (8) hour days; provided, any man failing to make and complete a report on any day for any reason shall forfeit the day's proportion of said minimum guarantee. All employees shall have two (2) consecutive days off in seven (7) whenever practicable.

Revise Section 46(b) to read as follows:

*Brentwood only.*

(b) Overtime at the rate of time and one-half shall be paid for all pay time in excess of eight (8) hours in any one (1) day or forty (40) hours in one (1) week consisting of five (5) consecutive days, but overtime worked in any one (1) day shall not be counted again in computing overtime on the weekly basis.