

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

Minutes of Special Meeting of  
the Board of Directors of the District

August 28, 1972

Upon notice duly given, the Directors of the Southern California Rapid Transit District met at a special meeting in the District Board Room, 1060 South Broadway, Los Angeles, California, at 10:00 a.m., on August 28, 1972, at which time Vice President Neusom called the meeting to order.

Directors Charles E. Compton, A. J. Eyraud, Jr., Leonard S. Gleckman, David K. Hayward, Herbert H. Krauch, Don C. McMillan, Douglas A. Newcomb and Thomas G. Neusom were present. Directors Michael E. Macke, Jay B. Price and Norman Topping were absent.

Also present were General Manager Jack R. Gilstrap; Manager of Operations George F. Goehler; General Counsel Richard T. Powers; Manager of Planning & Marketing George L. McDonald; Chief Engineer Richard Gallagher; Controller-Treasurer-Auditor Joe B. Scatchard; Secretary Virginia L. Rees; and the public.

Board of Directors Recessed in Executive Session at 10:01 a.m.

Vice President Neuson announced that the Board of

Directors had an important personnel matter to discuss in Executive Session, and that he would entertain a motion to recess in Executive Session.

Upon motion duly made, seconded and unanimously carried, the Board of Directors recessed in Executive Session at 10:01 a.m.

The Meeting was reconvened at 10:36 a.m., with Directors Compton, Eyraud, Gleckman, Hayward, Krauch, McMillan, Neusom and Newcomb responding to Roll Call. Directors Macke, Price and Topping were absent.

Report to Board of Directors by General Manager

Vice President Neusom announced that the General Manager would report on the matter considered in Executive Session.

General Manager Gilstrap thereupon reported, as follows:

"Thank you, Mr. President.

In executive session, the staff brought you up to date on the status of our negotiations. A tentative agreement was reached with the United Transportation Union. You have been furnished copies of the Memorandum of Agreement which the District's Negotiating Committee and the Union representatives have signed. The Union members ratified this Agreement last Friday through referendum ballot by a vote of 1292 to 621.

The term of the proposed Agreement is for 24 months, from June 1, 1972 to May 31, 1974, inclusive.

It provides for a 5½% increase June 1, 1972 and an additional 5½% increase June 1, 1973. There is also a cost-of-living clause which provides for a 1¢ per hour adjustment for every 0.5 point increase in the Consumer Price Index, Los Angeles-Long Beach Area, the first semiannual adjustment effective December 1, 1972.

Vacations have been improved to provide three weeks' vacation after five years of service, four weeks after 13 years this year, and 12 years next year, and five weeks after 20 years. No changes were made in the one-week after one year and two weeks after two years allowance.

One of the most significant changes is the Health and Welfare provision. The District's contribution has been increased from \$36.00 per month per employee to \$55.00 per month. This increase is primarily necessary due to increases in the cost of health care.

These, along with minor adjustments in sick leave, bereavement leave and pensions are the most significant changes in the contract.

Of particular significance, this Agreement between the District and the Union is within the permissible limits of the guidelines of the Presidential Pay Regulations.

The District believes that this contract is fair to the employees of the bargaining unit, to our patrons, and to the general public. It is in keeping with our responsibilities as a tax-supported public agency.

The increased cost of this contract can be met without a fare increase at this time.

Your Negotiating Committee and I recommend your ratification of the Memorandum of Agreement and the resulting labor contract between the District and the United Transportation Union, subject to approval as to form by our General Counsel.

That concludes my report, Mr. President."

After discussion, on motion of Director McMillan, seconded and unanimously carried, the following resolution was adopted:

RESOLUTION NO. R-72-236

RESOLVED, that the Memorandum of Agreement entered into as of August 14, 1972 between the Southern California Rapid Transit District and the United Transportation Union, presented to this meeting and attached to these Minutes as

Exhibit 1, as well as the labor contract resulting therefrom, be and the same is hereby ratified, confirmed and approved; form of agreement subject to approval of the General Counsel.

Adjournment in Memory of Supervisor Burton W. Chace

On motion of Director Newcomb, seconded and unanimously carried, the meeting was adjourned in memory of Los Angeles County Supervisor Burton W. Chace, who passed away on August 22, 1972, and the staff was directed to communicate the condolences of the Board of Directors to Mr. Chace's family.

The meeting was thereupon adjourned in Memory of Supervisor Chace.

Virginia L. Rees  
Secretary *RLS*

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
AND THE  
UNITED TRANSPORTATION UNION

The following constitutes an agreement between the Southern California Rapid Transit District (herein after called the "District") and the United Transportation Union (herein after called the "Union") and is the complete disposition of all matters in connection with the formal notice served by the Union dated March 30, 1972 proposing modifications and changes in the existing labor contract between the District and the Union, dated June 1, 1969.

It is understood and agreed that this Memorandum of Agreement is subject to ratification by the membership of the Union and that if so ratified, it will be submitted to the District's Board of Directors for approval. Upon ratification of this Memorandum of Agreement by the membership and approval thereof by the District's Board of Directors, a new two-year collective bargaining agreement will be executed by the parties hereto, incorporating the following changes and modifications.

Article 1. Rates of Pay

Amend Section 2 to provide for the payment of 85% of the basic rate for operators employed subsequent to the ratification of this contract for their first three months of service with the District; 90% of top rate for the next three months of service; 93% of the top rate for the next three months of service; 96% of top rate for the next three months of service; and top rate thereafter.

Amend Section 3 to provide for a 5-1/2% increase effective June 1, 1972; in the rates of pay of all classifications, and provide for an additional 5-1/2% increase in those rates of pay, effective June 1, 1973.

Amend Section 8 to provide for a cost of living adjustment, related to a fixed base of April, 1972, to be effective December 1, 1972, and based on the change, if any, in the Consumer Price Index between April, 1972 and October, 1972. The second adjustment will be based on the change, if any, between the fixed base of April, 1972 and April, 1973 and will be effective June 1, 1973. The last adjustment, if any, will be effective on December 1, 1973, and will be based on the comparison of the October, 1973 Index with the fixed base. The amount of adjustment will continue to be 1¢ for each 0.5 point change in the Los Angeles-Long Beach Index.

Article 9. Choice of Work Assignment

Amend Section 4(a) to provide for suspension of weekly bids during the week prior to a Division Shake-Up.

Article 9. Choice of Work Assignment - Continued

Amend Section 8(a) to permit regular operators who relinquish a regular assignment to go to the Extra Board; they will be allowed to qualify on a new line or route that was added since they last worked the Extra Board.

Amend Section 8(c) to provide a special notation on the Board Mark-Up to indicate the addition of a junior operator to the Extra Board.

Amend Section 10(b) to provide for the exercise of seniority by an operator who is returning from a leave of absence of over 30-days regardless of intervening shake-ups.

*2.6.*  
*7/11/74*  
Add new

Amend Section 10(e) to provide for an operator returning from a leave of absence of over 30-days, a displacement privilege on an open run.

Article 12. Extra Boards

Amend Section 1 to provide for the Division Clerk on duty to permit Extra Operators to exchange assignments.

Article 13 Method of Handling Extra Operators' Lists

Amend Section 7(c) to provide that Extra Board Operators remain on the extra list and continue to rotate until they bid a Regular Run, Holddown, or are assigned to an unbid Regular Assignment or are on leave of absence over 30 days in which event they will be dropped from the Board.

Amend Section 8(h1) to change time of calling VCB or OCB operators to 9 a.m., and allow for an additional 24 hours notice prior to New Year's Day, California 500 race day and opening day of L. A. County Fair.

*2.6.*  
*7/11/74*  
Article 18. Making of Reports

Amend to provide for an allowance of 10 minutes for the making of a miscellaneous report required by ~~a~~ supervisory personnel.

Article 22. Trafficmen

Amend Section 3(i) to provide that a physically qualified Trafficman may exercise displacement at the Division he last worked as an operator; in the event of an intervening system shake-up he may displace at the Division of his choice.

#### Article 24. Schedule Checkers

Amend Section 2 to include Articles 28, 38, 39 and 41.

Amend Section 7 to provide for the payment of a 14¢ per mile automobile allowance for travelling done beyond a three mile radius from the Administrative Office of the Transportation Department.

#### Article 27. Discipline Rule

Amend Section 7 to provide for the payment of a minimum of 2 hours for interviewing the wrong operator.

#### Article 30. Laying-Off

Amend Section 5(c) to provide for the requirement of a Doctor's release when an operator is absent from work for four or more work days.

#### Article 31. Leave of Absence

Amend Section 3(a) to provide that employees on leaves of absence must maintain full active UTU membership in order to retain their seniority rights under this agreement.

Add to Section 4 a provision for the payment of up to 15 days per year of Military Leave. The payment will be 8 hours at straight time rate per work day lost while on said leave.

#### Article 34. Re-examinations

Amend second paragraph to provide for payment at straight time rate of pay for time spent in excess of two hours for physical re-examinations.

#### Article 37. Uniforms

Amend to provide for the wearing of wash and wear trousers and short sleeve shirts the year around, and for Trafficmen to wear chambray helmets during summer months.

#### Article 39. Operators' Safety

Amend Section 1(a) to include unprovoked attacks and Section 1(f) to allow for the inclusion of miscellaneous items in the \$10 allowance for items lost.

Article 40. Court Appearance and Jury Duty

Amend second paragraph of Section 1 to provide payment for time spent instead of time lost.

Amend Section 2 to provide for payment at time and one half for appearance on day off under the same conditions as Section 1.

Amend Section 7 to provide for additional legal assistance for operators; extent of assistance to be agreed upon.

Article 43. Vacations

Amend Section 1(a) to provide for three weeks vacation after five years of service, four weeks after thirteen years effective June 1, 1972, and four weeks after twelve years effective 6/1/73, and five weeks after twenty years of service.

Under new Section 6(b) provide that additional weeks of vacation will start on the first Sunday following an operator's anniversary date, if **there are no open** vacation periods.

Under new Section 6(c), establish a 72 hour time limit for submitting vacation choices.

Amend Section 13 to provide for advanced payment of vacation pay upon two weeks notice to the District.

Amend Section 16 to require operators returning from vacation to report for duty on their first scheduled work day or be charged with a missout and provide for an alternate assignment in the event the operator has not been advised of change in assignment; the provisions of Article 9, Section 6(h) will apply.

Article 45. Group Life Insurance

Add a new Section 8 as follows:

"Section 8. Additional Group Life Insurance"

"Effective October 1, 1972, the District shall contribute to the Health Benefits Trust Fund established pursuant to Article 46 hereof the sum of \$1. 375 per month per employee (limited to employees for whom the District is required to make health insurance contributions pursuant to Article 46). Said sum shall be used by the Trustees of said Trust Fund for the sole purpose of paying insurance premiums for additional group life insurance benefits, and no part of said sum shall be used for purchasing any other type of benefits, recoupment of past deficits, administration, expenses of the fund, or for any other purpose. The Trustees shall not expend more than said sum for the purchase of such additional group life insurance benefits."



Article 46. Health & Welfare

E.R.G.  
GPK  
Amend Section 1(a) by deleting "UTU-SCRTD Insurance Trust Fund" and inserting "UTU-SCRTD ~~Employee~~ Benefits Trust Fund."

Amend Section 1(b) to provide for a monthly contribution by the District of \$55 per month per employee, effective June 1, 1972.

Amend Section 6 to read as follows:

"The funds contributed by the District pursuant to Section 1 of this Article shall be administered by the Board of Trustees of the UTU-SCRTD Health Benefits Trust Fund. The Board of Trustees of said Trust shall consist of five representatives of the Union and two representatives of the District. The Union Trustees shall consist of the five members of the General Committee of Adjustment. Said Trust shall be a successor Trust to the UTU-SCRTD Insurance Trust Fund and shall assume all of the assets and liabilities thereof."

Add a new Section 7 to read as follows:

"Section 7. Restrictions on Trustees

E.R.G.  
GPK  
"During the term of this Agreement, the Board of Trustees of the UTU-SCRTD ~~Employee~~ Benefits Trust Fund shall be subject to the following restrictions in administering said Fund:"

E.R.G.  
GPK  
"1. The total expenditures out of the Fund for all purposes -- including but not limited to insurance premiums, benefits, recoupment of past deficits, administration, and expenses of the Fund -- shall not exceed \$55 per month per employee for whom the District is required to make contributions, <sup>provided that any reserve which may exist in the Fund may be utilized solely for administrative expenses or repairs of the Fund, even if such expenditures increase the total expenditures for a given month to a sum in excess of \$55 per employee.</sup>"

"2. The above restriction shall not apply to any increased expenditures attributable solely to contributions made to the Fund by the employees, as distinguished from contributions by the District, nor shall it apply to expenditures for life insurance premiums in the amount specified in Section 8 of Article 45."

"3. Under no circumstances shall the Trustees incur expenses for benefits or for any other purpose which they are unable to pay out of funds currently available."

Article 47. Sick Leave

E.R.G.  
GPK  
Amend Section 1 to provide for five days paid sick leave after one year of service and ten days after six years of service, ~~with an eight year limit for the accumulation of sick leave.~~

Amend Section 2 to change maximum accumulation from 65 days to 87 days.

Article 47. Sick Leave - Continued

Amend Section 3(a) to provide for sick leave to begin after one full work day of absence. In addition, charge against the sick leave bank only the amount needed to maintain an equivalent of 8 hours daily wages instead of the full 8 hours presently charged.

ADD NEW SECTION TO PROVIDE FOR THE PAYMENT TO AN OPERATOR OF THE BALANCE OF HIS ASSIGNMENT FOR TIME LOST FROM INJURY WHILE ON DUTY. THE EMPLOYEE WILL ALSO BE PAID FOR TIME LOST DURING THE WAITING PERIOD BEFORE WORKMEN'S COMPENSATION BENEFITS ARE PAYABLE, AT THE WORKMEN'S COMPENSATION RATE.

Article 48. Pension Plan

Amend the provisions of the plan to provide for the pension to be calculated on the first forty-one hours of earnings each week for those retiring on or after June 1, 1972 and the first forty-two hours of earnings each week for those retiring on or after June 1, 1973.

Also, amend the plan to provide for a minimum pension of \$100 per month for each Group C and Group D employee currently in service.

Article 49. Bereavement Leave

Amend to include brother or sister of either spouse as member of the immediate family for the payment of bereavement leave.

Article 56. Duration of Agreement

Amend to provide for a two-year contract; June 1, 1972 to May 31, 1974 inclusive.

New Provision

Add a new provision as follows: "If on the execution date of this agreement any provision thereof may not be put into effect because of applicable economic stabilization laws, orders or regulations, such provision shall become effective only at the time and to the extent permitted by such laws, orders and regulations."

General

Articles and sections of the agreement not amended by the foregoing (except for necessary editing) will remain unchanged.

S.P.C.  
G.P.C.  
C.O.W.

Signed at Los Angeles, California, this 14th day of August, 1972.

For the Southern California  
Rapid Transit District

~~Jack R. Gilstrap  
General Manager~~

George F. Goehler  
George F. Goehler  
Manager of Operations

John S. Wilkens  
John S. Wilkens  
General Superintendent of  
Transportation

Jack Stubbs  
Jack Stubbs  
Director of Governmental  
Affairs & Labor Relations

James G. Oliver  
James G. Oliver  
Deputy Administrator for  
Labor Relations

W. J. Gerhardt  
W. J. Gerhardt  
Superintendent of Divisions  
and Stations

Ramon R. Sipes  
Ramon R. Sipes  
Labor Relations Representative

For the United  
Transportation Union

Earl R. Clark  
Earl R. Clark  
General Chairman

William C. Haag  
William C. Haag  
Vice Chairman

Cue O. White  
Cue O. White  
Secretary

Bernard McKeon  
Bernard McKeon  
Member

John W. Sampson  
John W. Sampson  
Member