

# AC Transit

508 16th Street, Oakland, California 94612 ☐ (415) 654-7878

OFFICE OF THE  
GENERAL MANAGER

*Passed*  
April 4, 1975

*36 bus*  
GM No. 12-75

TO: BOARD OF DIRECTORS

FROM: General Manager

SUBJECT: Agreement pursuant to Section 13(c) of the Urban  
Mass Transportation Act of 1964, as amended \*

Negotiation and execution of a new 13(c) agreement with the Amalgamated Transit Union is necessary in order to receive funds for Federal capital assistance during the coming fiscal year.

Also, the provisions of this new 13(c) Agreement will apply to the 36 buses to be acquired for the BART express bus operation.

The staff has been engaged in extended negotiations and personal contact with representatives of the Amalgamated Transit Union in Washington, D.C. We believe the agreement reached is the best that can be negotiated at the present time, in light of the 13(c) provisions already accepted by all the other major transit operators in the United States.

Basically, the changes from the 13(c) Agreement executed in 1967 are as follows:

1. Incorporate in the Agreement the terms and conditions of the Amtrak decision,\*\* as certified by the Secretary of Labor on April 16, 1971. This decision provided specific dismissal allowances to any employee displaced as a result of the Project. The dismissal allowances range from 0 to 6 years as a maximum; subject, of course, to reduction or discontinuance if the District offers employment, or through the exercise of seniority the employee could transfer to another position. The decision also provided for allowances if an employee is required to move his place of residence. The decision further provided that an employee, at his option, may accept a lump-sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936. This provision was in the District's 1967 13(c) Agreement.

2. The Agreement provides that if the parties cannot agree on a settlement of a claim by an employee, disputes involving employees of the District shall be referred to arbitration in accordance with the procedure set forth in the District's current collective bargaining agreement. Should the dispute involve employees of other transit unions in the area, then the matter would be submitted to arbitration, utilizing a list to be provided by the American Arbitration Association.

3. Should the Project result directly in the increase in the number of employees necessary to utilize the capital equipment purchased pursuant to the capital grant, then it must notify all transit unions of any other carrier signifying desire to be a party to the 13(c) Agreement and give them first opportunity for employment in any such new jobs, if such priority is not inconsistent with any other Federal law or requirement.

Labor representatives of other mass transportation employees must give written notice of intention to become a party to this 13(c) Agreement within sixty (60) days after the date of the original execution. Employees of other carriers shall come to work for the District under the working conditions set forth in the applicable collective bargaining agreement of the District.

4. A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered to him which he is physically and mentally qualified to perform.

5. Protections and benefits as provided in the Amtrak decision shall not be available to any employee laid off in accordance with applicable agreements for reasons unrelated to the Project, or whose employment has terminated because of death, retirement, or dismissal for cause.

6. Protections and benefits as provided in the Amtrak decision shall not be available to any employee hired as the result of the Project, nor to any present employee whose position has been improved as a result of the Project, and who thereafter, as a result of the Project, is restored to his former position.

7. The term "Project" shall include any changes which are traceable to the assistance provided, including events occurring in anticipation of, during and subsequent to the Project. However, volume rises and falls, or changes in volume and character of employment brought about solely by causes other than the Project, including economies or efficiencies unrelated to the Project, are not covered by the agreement.

- \* This section requires that fair and equitable arrangements be made as determined by the Secretary of Labor to protect the interest of employees affected by Federal financial assistance.
- \*\* The Amtrak conditions are contained in Section 405 (b) of the Rail Passenger Service Act of 1970.

Alan L. Bingham