

**AGREEMENT  
BETWEEN**

**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES UNION  
LOCAL 3634**

Effective July 1, 2008 to June 30, 2011

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## PREAMBLE

### CONTRACT BETWEEN LACMTA & AFSCME

This Contract was entered into between the Los Angeles County Metropolitan Transportation Authority (LACMTA) and American Federation of State, County and Municipal Employees (AFSCME) in a spirit of cooperation between AFSCME and LACMTA in recognition of the need to maintain safe and efficient operation of the transit system.

All matters pertaining to the management of operation, including the type and kind of service to be rendered to the public, the equipment used, the maintenance of discipline and efficiency, the hiring, promotion and transfer of employees, and their discharge or discipline for just cause, are the prerogatives of LACMTA, subject to such limitations as set forth elsewhere in this Agreement.

AFSCME recognizes that infractions of LACMTA's Rules and Regulations will constitute cause for disciplinary action. No rules or regulations at any time promulgated or enforced by LACMTA shall be valid if they violate any provisions set forth elsewhere in this Agreement.

LACMTA's exercise of any prerogatives of this Agreement may be made the subject of a grievance.

LACMTA recognizes its duty to negotiate any change that affects hours, wages and working conditions of AFSCME members.

In negotiation for a successor contract, six (6) members appointed by AFSCME shall be released from duty in an unpaid status to participate in negotiations. The parties reserve the right to include any necessary staff or consultants. On an as needed basis subject matter specialists shall be released from duty to participate in particular meetings.

## ARTICLE 1

### RECOGNITION

- 1.1 LACMTA hereby recognizes AFSCME Local 3634 as the exclusive representative for all of the employees in the bargaining unit for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment.
- 1.2 The bargaining unit includes employees employed by LACMTA in the classifications listed in Article 36 and in other classifications LACMTA and ASFCME mutually agree to add to the bargaining unit.
- 1.3 The parties agree to negotiate over the creation of and implementation of new classifications and experimental projects as it affects ASFCME membership.
- 1.4 If LACMTA acquires or merges with another entity, or adds new service with classifications with a similar community of interest to those classifications certified by the State Conciliation and Mediation Service as classifications in AFSCME Local 3634, such classifications will become certified in the AFSCME Local, except as is provided in Section 30753 of the Public Utilities Code.

## ARTICLE 2

### TERM/EFFECTIVE DATE/TERMINATION DATE

#### 2.1 Duration and Termination

Except as otherwise provided herein, this Agreement shall be made effective July 1, 2008 and shall remain in full force and effect to and including June 30, 2011, and shall continue in effect thereafter, unless notice in writing of termination has been served by either party upon the other no later than one hundred eighty (180) days prior to June 30, 2011. If neither party so serves such notice of termination, this Agreement, after June 30, 2011, may be terminated by either party serving upon the other written notice of termination no later than ninety (90) days prior to the time it is proposed to make such termination.

#### 2.2 Requests to Modify

Any requests to modify or change this Agreement, or any portion thereof, shall be made in writing and shall be served on the other party no later than one hundred eighty (180) days prior to June 30, 2011, and in the event the Agreement is in effect after such date by reason of the provisions of Section 2.1 hereof, not later than ninety (90) days prior to the time it is proposed to make such change or modification.



### ARTICLE 3

#### FULL UNDERSTANDING

- 3.1 The parties agree that this Agreement constitutes the full and final agreement of the parties on all subjects covered in this Agreement.
- 3.2 Neither party waives any of its rights or obligations under existing State or Federal law, with regard to their duty to negotiate over subjects not covered in this Agreement.
- 3.3 Nothing in this Agreement shall be construed as preventing LACMTA from transferring lines or service to a Transportation Zone in accordance with California S.B. 1101 of the 2000 session.
- 3.4 The parties agree that, except as provided in S.B. 1101 of the 2000 session, all issues regarding the impact on employees related to the transfer of lines or service to a Transportation Zone are subject to negotiations.
- 3.5 Unless the parties mutually agree otherwise, neither party will seek any amendments to S.B. 1101 and both parties will oppose any amendments to S.B. 1101 proposed by anyone else.

## ARTICLE 4

### SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions of this Agreement shall remain in full force and effect and that the parties agree to begin meeting within thirty days to negotiate a resolution to the issues created by the Court's decision.

## ARTICLE 5

### SECURITY

#### 5.1 Agency Shop

As a condition of employment, all current and new employees shall become and remain members of AFSCME or pay AFSCME a service fee in an amount not to exceed periodic dues and assessments during the period of this Agreement within thirty (30) days after the effective date of this Agreement or within thirty (30) days from employment in a classification included in the bargaining unit, whichever is later. AFSCME shall set the amount of the service fee, and it shall be implemented by LACMTA in the first pay period after written notification by AFSCME.

#### 5.2 Discharge for Non-Membership or Non-Payment of Service Fee

In the event any employee fails to comply with the requirements of this Article, AFSCME may give LACMTA written notice of this fact, and within five (5) days after receipt of said notice, LACMTA shall terminate the employee.

#### 5.3 Notification of Bargaining Unit Employees

5.3.1 LACMTA shall forward to AFSCME a copy of a regularly published list of names, classifications, home addresses and telephone numbers, departments, and divisions or work locations of all employees and membership status in the bargaining unit. A copy of this report will be provided to AFSCME at the end of each quarter.

5.3.2 LACMTA shall forward to AFSCME a copy of a regularly published list of names, classifications and departments, divisions or work locations of all employees leaving/entering the bargaining unit, the date they are scheduled to leave and the reason that they are leaving.

#### 5.4 Payroll Deduction of Dues & Other Items

5.4.1 Payroll deductions shall be limited to the following choices:

- 1) AFSCME membership dues,
- 2) Agency fees,
- 3) AFSCME, Voluntary Political Action Check off – PEOPLE
- 4) Fair share donations to MTA Charitable Giving Campaign.

Fair Share Donations are limited to employees with religious objections.

Any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall in lieu of agency shop fees, pay sums equal to said amount to a non-religious, non-labor charitable fund exempt from taxation under Section 501c (3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to AFSCME and as a condition of continued employment. Disputes regarding the application for this provision shall be subject to arbitration.

- 5.4.2 LACMTA shall make payroll deductions for each employee who executes an "Authorization for Payroll Deduction".
- 5.4.3 The authorization for payroll deduction shall be made on a form approved in advance by LACMTA.
- 5.4.4 In the event LACMTA receives from an employee written revocation of the employee's check off authorization, LACMTA shall, within five (5) working days, notify AFSCME.

## 5.5 Information to Employees

LACMTA shall inform all new hires and all employees promoted into the bargaining unit, at the time of hire or promotion, of the existence of this Agreement and the requirements of this provision. An AFSCME officer or designee will be afforded time to meet with any employee entering the bargaining unit for AFSCME orientation.

## 5.6 AFSCME Indemnification of LACMTA

AFSCME agrees to hold harmless and to indemnify LACMTA for any and all costs arising from any claim or legal action caused by compliance with this Article. Legal fees and costs incurred by LACMTA in connection with the defense shall be subject to negotiation and/or arbitration with regard to the reasonableness of the fees.

## ARTICLE 6

### CONTINUITY OF SERVICE

#### 6.1 No Work Stoppage

During the term of this Agreement, AFSCME agrees that it shall not engage in any strike, slow down, or any other concerted activity that will stop, hinder, or impair LACMTA's ability to provide safe and efficient public transportation.

#### 6.2 Picket Lines

It is not a violation or cause for discipline for an AFSCME member to voluntarily refuse to enter any property involved in a work stoppage. It is not a violation or cause for discipline of any AFSCME member by any party, should any AFSCME member voluntarily enter LACMTA property at a time when LACMTA is involved in a work stoppage.

For purpose of this section, a primary labor dispute is defined as a dispute between LACMTA and other LACMTA Unions.

#### 6.3 No Lockout

LACMTA agrees that it shall not lock out employees during the term of this Agreement.

**ARTICLE 7**  
**BULLETIN BOARDS**

7.1 Encased Bulletin Boards

LACMTA shall erect encased AFSCME bulletin boards with locks and keys at work locations. Keys will be given to authorized AFSCME representatives. The Bulletin Boards will be the exclusive location for posting AFSCME literature on LACMTA property.

7.2 Use of Bulletin Boards

7.2.1 The bulletin boards may be used by AFSCME for posting AFSCME-approved notices.

7.2.2 Notices shall not contain materials that are derogatory, slanderous or obscene.

7.2.3 Notices posted that are not AFSCME-approved shall be removed immediately.

7.2.4 Management shall not post any materials on an AFSCME Bulletin Board.

7.3 Location and Quantity of Bulletin Boards

The number and location of bulletin boards shall be agreed upon by LACMTA and AFSCME. Bulletin Board locations will be reasonably convenient to the majority of AFSCME members.

## ARTICLE 8

### NON-DISCRIMINATION

- 8.1 LACMTA and AFSCME agree not to discriminate against an employee because of race, color, sex, age, marital status, religious creed, national origin, ancestry, disability, medical condition, sexual orientation or for lawful political activity, or any other reason prohibited by law.
- 8.2 LACMTA and AFSCME agree that employees shall not be interfered with, intimidated, restrained, coerced or discriminated against because of their participation in or refusal to participate in AFSCME union activity.

## ARTICLE 9

### JOINT LABOR/MANAGEMENT COMMITTEES

#### 9.1 Joint Labor/Management Committees

9.1.1 Joint Labor Management Committees (JLMC) will be convened by either AFSCME or LACMTA on an as-needed basis to resolve issues.

9.1.2 AFSCME Committee members who are scheduled to be on duty, will be in a paid status and shall notify the appropriate manager of each committee meeting no less than seventy two (72) hours prior to the meeting. JLMC meetings will be scheduled to afford at least seventy two (72) hours notice to all attendees.



## ARTICLE 10

### REPRESENTATION

#### 10.1 List of AFSCME Officers/Stewards/Authorized AFSCME Staff Representatives

AFSCME shall provide a written list of names of authorized AFSCME staff representatives, AFSCME Officers and AFSCME Stewards to LACMTA's Deputy Executive Officer of Labor Relations or designee, as well as changes in such list at least three (3) days prior to the effective date of assuming the duties of office.

#### 10.2 Working Officers/Working Stewards

10.2.1 It is agreed and understood that employee AFSCME Stewards and Officers are employed to perform full-time productive work for LACMTA. Officers and Stewards will be required to observe all safety and other rules and regulations of LACMTA. Nothing herein regarding rules of conduct shall be construed to prevent the Officer or Steward from conducting AFSCME business in a responsible manner.

10.2.2 AFSCME Officers and/or AFSCME Stewards may only leave his or her work during working hours with the permission of the employee's manager provided:

- 1) such release from work does not negatively impact on the safety of others;
- 2) the employee and the employee's manager agree to set an approximate period of time the employee shall be released from work;
- 3) AFSCME Officers and AFSCME Stewards may leave their work during working hours with notification to their manager in order to investigate grievances or proposed disciplinary action, attend grievance, or pre-disciplinary hearings, attend disciplinary interviews, or attend other meetings scheduled by LACMTA management;
- 4) attendance is in a paid status provided the release time is limited to no more than one (1) AFSCME Officer or AFSCME Steward at any one (1) function; attendance outside of the normal work hours of the AFSCME Officer or AFSCME Steward is in an unpaid status.

### 10.3 Conducting AFSCME Business on LACMTA Property

AFSCME staff representatives will be permitted access to the property for the purpose of conducting AFSCME business with AFSCME Stewards and AFSCME members. Where reasonable and practical, they shall notify the Location Manager in advance of their intent to visit a work site and the approximate duration of the visit. The representative's access will not disrupt the work flow. AFSCME staff representatives will be required to observe all safety and other rules and regulations of LACMTA. AFSCME staff representatives are employees of AFSCME.

## ARTICLE 11

### PROBATIONARY PERIOD

#### 11.1 Application

All regular, newly hired, promoted and rehired employees are subject to the probationary period.

#### 11.2 Definitions

Initial Probationary Period – The first one hundred eighty (180) calendar days of continuous service from the date a new employee is hired, except that in cases where the required training exceeds ninety (90) days, the probationary period shall be for a period of ninety (90) days after the required training has been successfully completed by the new employee. The probationary period shall be extended by the period of an employee's absences, if the absences total five (5) days or more.

Promotional Probationary Period – The first one hundred eighty (180) calendar days of continuous service from the date a regular employee completed the required training period, except that in cases where the required training exceeds ninety (90) days, the probationary period shall be for a period of ninety (90) days after the required training has been successfully completed by the new employee. The probationary period shall be extended by the period of an employee's absences, if the absences total five (5) days or more.

Assessment Period – An employee who moves from one job function to another, where addressed in another Article in this Agreement, within the job classification, or who moves from one classification to another when such movement does not result in a promotion, may be subject to an assessment period. The assessment period shall be extended by the period of an employee's absences, if the absences total five (5) days or more.

Regular Employee – Full-time or part-time employee occupying a budgeted position who has successfully competed in the selection process.

Training Period – The period of time required by the department to receive and pass all required training as determined by LACMTA.

### 11.3 Procedures – New Hires

#### 11.3.1 Failure of Initial Probation

A new employee may be terminated at any time and for any legal reason during the initial probationary period, without right of appeal.

### 11.4 Procedures – Promotions

#### 11.4.1 Failure of Promotional Probation

An employee on promotional probation may be removed from the position at any time without right of appeal. An employee who does not satisfactorily complete promotional probation may request a review with the manager to discuss the failure of probation.

When an employee fails the promotional probation, the employee shall return to his/her former position if the position is still vacant. If the position is filled, the employee shall be placed in a comparable position at his/her prior rate of pay at his/her former location.

An employee may also elect to return to his/her prior position within the term of the probationary period if the position is still vacant. If the position has been filled the employee shall be placed in a vacant comparable position at his/her prior rate of pay at his/her former location. Employees returning to their prior positions/classifications under the provisions of this section shall suffer no loss of seniority.

### 11.5 Procedures – Assessment Period

#### 11.5.1 Failure of Assessment Period

During the assessment period, an employee may be removed from the position at any time without right of appeal. An employee who does not satisfactorily complete the assessment period may request a review with the manager to discuss the failure of the assessment period.

When an employee fails the assessment period, the employee shall return to his/her former position if the position is still vacant. If the position is filled, the employee shall be placed in a comparable position at his/her prior rate of pay at his/her former location.

An employee may also elect to return to his/her prior position within the term of the assessment period if the position is still vacant. If the position has been filled the employee shall be placed in a comparable position at his/her prior rate of pay at his/her former location.

Employees returning to their prior positions/classifications under the provisions of this section shall suffer no loss of seniority.

#### 11.6 Performance Evaluation

During the probationary period, the employee's performance shall be evaluated at dates determined by mutual agreement between the employee and the manager. If no agreement is reached, the employee shall be evaluated at sixty (60), ninety (90) and one hundred twenty (120) day intervals following the appointment date.

#### 11.7 Extension of Probationary Period

The Chief Operations Officer or designee, at the request of the hiring department, may extend the probationary period in rare circumstances. No probationary period may be extended for more than one hundred eighty (180) additional calendar days. The manager will notify the employee in writing prior to the extension of the probationary period.

#### 11.8 Promotion Outside of the AFSCME Bargaining Unit

It is the intent of the parties to encourage employees to pursue promotional opportunities within LACMTA without jeopardy to their employment status during the length of the promotional probationary period. An employee who promotes outside of the AFSCME bargaining unit who fails to pass promotional probation shall be returned to his/her prior position if the position is still vacant or will be placed in a comparable position at his/her prior rate of pay at his/her former location. The employee and the manager can also mutually agree at any time in the probationary period that the employee return to the AFSCME bargaining unit. The employee shall return to his/her prior position if it is still vacant. If the position has been filled, he/she shall be placed in a vacant comparable position at his/her prior rate of pay. Employees who return to their positions under the provisions of this section shall suffer no loss of seniority.

#### 11.9 Responsibilities

Managers will monitor the employee's performance during the probationary period, and provide a written evaluation as specified in this Article.

## ARTICLE 12

### BEHAVIOR CORRECTION/DISCIPLINE

#### 12.1 Application

This Article applies to all AFSCME represented employees who have completed their initial probationary period. Please refer to the flowchart in Appendix B.

#### 12.2 Procedures

LACMTA will impose behavior correction/discipline in accordance with the principles of just cause, including consideration of the employee's length and quality of service, and progressive discipline. An employee may be reprimanded in writing, suspended, or discharged for reasons such as, but not limited to, poor performance, gross misconduct, violation of LACMTA policies and procedures, inappropriate behavior, or violation of the law which causes discredit to LACMTA or the employee's position.

##### 12.2.1 Informal Discussion or Counseling

The employee's manager may conduct an informal counseling session with the employee. This step is optional and is not to be considered as disciplinary in nature but an opportunity for the employer to correct the employee's behavior.

Records of informal discussion or counseling shall be maintained at the employee's work location.

##### 12.2.2 Procedures for the Pre-discipline Process

###### a) Manager Action

LACMTA will send written notice to AFSCME and the employee within ten (10) working days after the employee's manager is aware that an action has occurred that may result in some form of discipline. An Interest Based Problem Solving (IBPS) meeting will be convened within ten (10) working days from the date of notice or the completion of the investigation, whichever is later. The parties may mutually agree to extend these time limits.

b) Internal/External Action

The first ten (10) working day notice requirement stated above does not apply to situations where there is an investigation being conducted by an internal or external party who does not report to the employee's manager (Law Enforcement or any other internal or external investigative body). In these situations, LACMTA will convene an IBPS meeting within ten (10) working days from the date they are given the results of the investigation. LACMTA will send written notice of the IBPS to AFSCME and the employee. The parties may mutually agree to extend this time limit.

c) Interest Based Problem Solving (IBPS) Meeting

In the event management is considering discipline (beyond the informal discussion or counseling referenced in 12.2.1), the manager, AFSCME and the employee will convene an IBPS meeting. The purpose of the meeting is to use the IBPS process and tools to arrive at a solution that the parties agree will solve the problem and/or correct the behavior. The solutions agreed to in these meetings are intended to be specific to the situation and will not establish precedence (except with respect to like behavior by the same employee) nor may they be cited or used in any way in any arbitration, external or third party review to establish precedence or inconsistency in other cases. The parties further agree that outcomes of the IBPS process are final and binding and cannot be grieved. Management shall prepare a separate written notice to AFSCME acknowledging that the IBPS meeting was held. If the IBPS process does not result in a solution acceptable to the parties, management may proceed with a Letter of Charge and a Hearing Notice.

1) Trial Period

The parties agree that for a trial period of twelve (12) months, a Labor Relations Representative will be a part of these IBPS meetings. At the end of the twelve (12) month period, AFSCME may decide that any one or all of the Labor Relations Representatives will no longer be included in the meetings.

2) Right to Representation

An employee may be disciplined for reasons set forth in Section 12.2. An employee who is to be disciplined has the right to be represented by AFSCME throughout the pre-discipline process and the steps of the disciplinary procedure. The employee shall be notified of this right and afforded a reasonable opportunity to secure representation.

f) Process for Discipline

If the IBPS process does not result in a solution acceptable to the parties, the following steps shall be followed by the manager prior to taking disciplinary action against an AFSCME represented full-time or part-time employee, except for written reprimands. If the Letter of Charge is written for “discipline up to and including discharge,” the hearing shall be convened by the General Manager or Department Head within ten (10) working days of the IBPS. If the Letter of Charge is written for “discipline less than discharge,” the hearing shall be conducted by the manager within ten (10) working days of the IBPS.

g) Letter of Charge and Notice of Hearing

The manager will prepare a Letter of Charge and Notice of Hearing. The notice will include:

- 1) The precise charge(s) against the employee.
- 2) Copies of any previous disciplinary action letters for like behavior which are to be considered.
- 3) A list of all materials supporting the Letter of Charge.
- 4) A copy of all materials supporting the Letter of Charge.
- 5) The date, the time and the location of the hearing.

The Letter of Charge and Notice of Hearing will be delivered to AFSCME and the employee. AFSCME and the employee will have at least forty eight (48) hours advance notification of the hearing unless extended by mutual agreement in writing with the manager who issued the Notice. AFSCME reserves the right to request additional documentation pertinent to the case. In the event additional review time is necessary, the parties shall agree to extend the time limit.

h) Conduct of Hearing

No employee will be suspended without pay or discharged prior to a hearing. At the hearing, oral and/or written evidence and witness statements may be introduced. If called, witnesses may be required to testify.

i) Hearing Decision Imposing Discipline

AFSCME and the employee will be provided a written Hearing Decision within ten (10) working days of the hearing date which shall include the original charges, and:

- 1) The Hearing Officer’s findings and determination as to the charges, and



2) The level of disciplinary action to be imposed, if any.

A written Hearing Decision that imposes discipline shall be maintained at the employee's work location and in the employee's permanent personnel file.

### 12.2.3 Appeal Rights

New-hire probationary employees may not appeal disciplinary actions. Regular, non new-hire probationary employees may appeal discipline per the standards established in this Article. The appeal will be processed in accordance with Article 14, Grievances and Arbitration. Information pertaining to discipline shall not be permanently entered into an employee's file until the hearing resolution is rendered.

### 12.3 Holding Out of Service Pending an Investigation

An employee may be held out of service with pay pending a disciplinary investigation conducted prior to the disciplinary process. Holding an employee out of service with pay is not considered a form of discipline.

### 12.4 Review of Disciplinary Record

A notation of one year's standing or more on the service record of an employee will not be considered in disciplinary cases. This one year time period may be extended by mutual agreement on a case by case basis between LACMTA and ASFCME. This one year limitation will not apply to any discipline for conduct which would be a violation of the law or which could subject LACMTA to potential liability. (i.e. EEO, Sexual Harassment, Violence in the Workplace, etc.)

### 12.5 Progressive Discipline

Progressive discipline provides for increasingly severe penalties to be imposed on an employee for like behavior. This provides the employee with an opportunity to correct his or her behavior before more severe disciplinary action is taken. However, under some circumstances more severe discipline, including termination, may be administered the first time an employee commits a serious offense. Additionally, under some circumstances, lesser discipline may be administered due to mitigating circumstances, such as an employee's length and quality of service. AFSCME and LACMTA recognize the use of a corrective non-punitive disciplinary process. To this end, LACMTA will consider issuing disciplinary letters instead of imposing unpaid suspensions. However, when discipline letters without unpaid suspensions are issued, they are to be considered as having the same force and effect as a suspension without pay.

## 12.6 Discipline

### 12.6.1 Written Reprimand

A written reprimand may be necessary for a more serious violation or a repeat of like behavior. Again, a meeting shall be conducted as soon as possible between the manager and the employee where the facts are presented.

A copy of the written reprimand with the employee's response shall be given to the employee with a copy placed in his/her personnel file at the worksite location. The employee shall be requested to sign and date the written reprimand. The employee's signature is an acknowledgement of receipt of the written reprimand only.

### 12.6.2 Suspension

Suspension is normally applied in the following circumstances:

- 1) Where the offending conduct or job deficiency does not warrant discharge.
- 2) Where the employee has received progressive discipline for like behavior or job performance deficiency.

All suspensions must be documented in writing by the manager.

Employees in Fair Labor Standards Act (FLSA) exempt positions can only be suspended in increments of five (5) days. All suspensions must be documented in writing by the manager.

### 12.6.3 Termination

- 1) Termination is appropriate where progressive discipline has failed to correct behavior, or
- 2) Where the offending conduct warrants immediate termination.

### 12.6.4 Demotion

Demotion is not a step in progressive discipline but may be considered when circumstances warrant. A demotion requires notification as described in the pre-discipline process. An employee may be demoted into an AFSCME classification with or without salary reduction.

## ARTICLE 13

### PERSONNEL AND MEDICAL RECORDS FILES

An employee's central personnel file is maintained at the Human Resources Department. A secondary file is kept at an employee's department or division. The Departmental or Divisional file will contain all evaluations and disciplinary documents, including DMV records and medical records.

In accordance with HIPAA, an employee's medical records file is confidential and is maintained separate from the employee's personnel files in both Human Resources and at the employee's department. The file will contain medical information that pertains to the health, medical history or condition of the employee or immediate family members under the Family Care and Medical Leave Policy. Additional medical files and information will be maintained by the Risk Management Department for occupational illness and injury matters. (See LACMTA HR Personnel Records Policy)

#### 13.1 Maintenance of Records

Information entered in an employee's file(s) is intended for the use by the employee's manager/supervisor in the day-to-day operations of LACMTA. Managers are responsible for maintaining and ensuring the confidentiality of the files.

##### 13.1.1 Adding Information to Employee Files

Department heads, managers, and the employee through his/her manager may add items to an employee's file(s). An employee shall be made aware of any additions to his/her file and provided a copy of additions, such as, but not limited to, commendations, discipline, medical information, time off and leave requests, training documents and evaluations. Once a document, memo, notation, or evaluation is placed in a file, it becomes a part of the Divisional Personnel and/or Medical File(s).

Before documents relating to employee performance are placed in an employee's file, the employee has the right to respond in writing within five (5) working days from the receipt of such materials. Such response is to be attached to the document(s) and placed in the file. Information pertaining to discipline shall not be entered into the file until the disciplinary action is assessed to the employee.

### 13.1.2 Removing Information from Employee Records

Documents will be removed from the Personnel File(s) subject to the resolution of grievance or arbitration awards, or through mutual agreement.

### 13.1.3 Review of Disciplinary Record

After one year, written reprimands will not be used except to provide evidence of progressive discipline. This one year limitation will not apply to any discipline for conduct which would be a violation of the law or which could subject LACMTA to potential liability. (i.e. EEO, Sexual Harassment, etc.)

### 13.1.4 Confidentiality

Personnel files are confidential and only those persons who are authorized by the Director of Human Resources or his/her designee are permitted to review the files.

### 13.1.5 Request to Review File(s)

An employee or his/her authorized AFSCME representative, with the employee's permission, may request to review all their own personnel files and make copies of any documents contained herein. Such requests will be made with no less than two (2) working days notice.

- 1) An employee who requests to see his/her file located at the Human Resources Department during scheduled work time must have the permission of the manager to leave the workstation. A representative from the Human Resources Department must be present.
- 2) If an employee is reviewing his/her divisional Employee Record File(s) at the department/division, the manager or designee must be present. An employee's working hours will be accommodated to facilitate review of the folder.
- 3) An employee or his/her representative may make copies of any document in the file except for pre-employment references.

## ARTICLE 14

### GRIEVANCES AND ARBITRATION

#### 14.1 Definition

A grievance is defined as any dispute concerning the interpretation or application of this Agreement, the discipline of an employee, or when employees are impacted by LACMTA rules, policies, procedures or working conditions. When more than one employee is impacted, AFSCME may file a group grievance on behalf of all of the impacted employees.

#### 14.2 Informal Discussion

An employee with a potential grievance shall meet with his/her manager, with or without a representative, as soon as possible for an informal discussion. During this informal discussion, the parties should review the matter and seek agreement on a solution.

##### 14.2.1 Interest Based Problem Solving Meeting

If the matter is not resolved as a result of the informal discussion, the employee and AFSCME shall review the matter with the manager in an Interest Based Problem Solving (IBPS) meeting.

#### 14.3 Grievance Procedure – Non-discipline

##### 14.3.1 Step One – General Manager or Department Head

If the matter is not resolved, AFSCME may file a grievance on an AFSCME Grievance Form within ten (10) working days from the IBPS meeting with the manager. The Grievance Form shall state the nature of the dispute and the resolution sought. This grievance must be received by the employee's General Manager or Department Head within thirty (30) calendar days of the incident giving rise to the grievance.

Within ten (10) working days of receipt of the grievance, the General Manager or Department Head shall schedule a hearing to resolve the matter. If the grievance is not resolved, the General Manager or Department Head shall mail a copy of the decision to AFSCME and the employee at his/her worksite or last known address within the required time limits.

#### 14.3.2 Step Two – Chief Operations Officer or Designee

If the Step One decision is not satisfactory, AFSCME may appeal the grievance to the Chief Operations Officer on an AFSCME Grievance Form which shall state the nature of the dispute and the resolution sought. The grievance shall be filed within ten (10) working days from the receipt of the Step One decision.

The Chief Operations Officer or designee shall meet with AFSCME and the grievant to discuss the grievance and attempt to resolve the matter within ten (10) working days from receipt of the appeal. The Chief Operations Officer or designee, after hearing the appeal, will close the record of the hearing and immediately begin an Interest Based Problem Solving (IBPS) meeting in an effort to resolve the matter. If the IBPS process is conducted by the designee and the matter is not resolved, AFSCME may seek a meeting with the Chief Operations Officer before the written decision is rendered.

The Chief Operations Officer or designee shall respond in writing within ten (10) working days from the Step Two meeting. If the grievance is denied, the Chief Operations Officer shall state the reasons for the denial and shall mail a copy of the decision to AFSCME and the employee at his/her worksite or last known address within the required time limits.

#### 14.3.3 Step Three – Arbitration

If the decision at Step Two is not satisfactory, AFSCME may move the grievance to arbitration by submitting a request in writing within ten (10) working days from receipt of the Step Two decision.

### 14.4 Grievance Procedure – Discipline

#### 14.4.1 Step One – General Manager or Department Head

If an employee has been disciplined, AFSCME may file a grievance on an AFSCME Grievance Form with the employee's General Manager or Department Head, which shall state the nature of the dispute and the resolution sought. The grievance shall be filed within ten (10) working days from the receipt of the discipline decision.

The General Manager or Department Head shall meet with AFSCME and the grievant to review and attempt to resolve the matter within ten (10) working days from receipt of the grievance appeal.

The General Manager or Department Head shall respond in writing within ten (10) working days from the meeting. If the grievance is denied, the General Manager or Department Head shall state the reasons

for the denial and shall mail a copy of the decision to AFSCME and the grievant at his/her work site or last known address within the required time limits.

#### 14.4.2 Step Two – Chief Operations Officer or Designee

If the Step One decision is not satisfactory, AFSCME may move the grievance to Step Two to the Chief Operations Officer or designee within ten (10) working days from receipt of the Step One decision.

The Chief Operations Officer or designee shall schedule a grievance hearing with AFSCME and the grievant within ten (10) working days of receiving the grievance. The Chief Operations Officer or designee, after hearing the grievance, will close the record of the hearing and immediately begin an Interest Based Problem Solving (IBPS) meeting in an effort to resolve the matter. If the IBPS process is conducted by the designee and the matter is not resolved, AFSCME may seek a meeting with the Chief Operations Officer before the written decision is rendered.

If the matter remains unresolved, the Chief Operations Officer or designee shall issue a decision in writing within ten (10) working days from the Step Two hearing and IBPS meeting. If the grievance is denied, the Chief Operations Officer or designee shall state the reasons for the denial and shall mail a copy of the decision to AFSCME and the grievant at his/her work site or last known address within the required time limits.

#### 14.4.3 Step Three – Arbitration

If the IBPS process and grievance decision are not successful in resolving the grievance, AFSCME may move the grievance to arbitration by submitting a request in writing within ten (10) working days from receipt of the Step Two decision.

### 14.5 Grievance Procedure – Discharge

If an employee has been discharged, ASFCME may file a grievance with the Chief Operations Officer or designee on an AFSCME Grievance Form, which will state the nature of the dispute and the resolution sought. The grievance shall be filed within ten (10) working days from receipt of the discharge decision.

#### 14.5.1 Step One – Chief Operations Officer or Designee

The Chief Operations Officer or designee shall schedule a grievance hearing with ASFCME and the grievant within ten (10) working days of

receiving the grievance. The Chief Operations Officer or designee, after hearing the grievance, will close the record of the hearing and immediately begin an Interest Based Problem Solving (IBPS) meeting in an effort to resolve the matter. If the IBPS process is conducted by the designee and the matter is not resolved, AFSCME may seek a meeting with the Chief Operations Officer before the written decision is rendered.

If the matter remains unresolved, the Chief Operations Officer or designee shall issue a decision in writing within ten (10) working days from the date of the Step One hearing and IBPS meeting. If the grievance is denied, the Chief Operations Officer or designee shall state the reasons for the denial and shall mail a copy of the decision to ASFCME and to the grievant at his/her work site or last known address within the required time limits.

#### 14.5.2 Step Two – Arbitration

If the IBPS process and grievance decision are not successful in resolving the grievance, ASFCME may move the grievance to arbitration by submitting a request in writing within ten (10) working days from receipt of the grievance decision.

#### 14.6 Exclusions from Arbitration

LACMTA and AFSCME may agree to hold an IBPS meeting at any time during the grievance process. However, any IBPS process is confidential and no offers of settlement from any IBPS process may be introduced in any arbitration case.

#### 14.7 Arbitration

14.7.1 In the event the parties cannot agree upon an arbitrator within five (5) working days from the receipt of the request for arbitration, the moving party shall request that the California State Conciliation and Mediation Service submit to them the names of seven (7) arbitrators. No arbitrator on the list shall have any official, financial or other connection with or interest in LACMTA or AFSCME.

14.7.2 Upon receipt of the list, LACMTA and AFSCME shall determine by lot the order in which the parties will strike names from the list. In that order they shall strike names from the list until only one (1) name remains. LACMTA and AFSCME shall accept the remaining name as the arbitrator in the case.

14.7.3 In the event that the arbitrator is unable to serve, the moving party shall follow the same procedure as stated above.



- 14.7.4 The cost of the arbitrator and the certified court reporter shall be equally shared by the parties. The parties agree to follow the generally accepted practice and procedure for labor arbitrations. Each party shall bear all costs for presentation of its case. Cancellation fees, if any, will always be shared equally by the parties.
- 14.7.5 The arbitrator's written decision shall be final and binding upon LACMTA, AFSCME and the grievant(s).
- 14.7.6 Either party may call any employee as a witness in any proceedings, and if the employee is on duty, LACMTA agrees to release that employee from duty so that he/she may appear as a witness. If an employee witness is called by either party, the party calling such witness will reimburse the witness for the time lost.

#### 14.8 Time Limits

- 14.8.1 The parties may agree to extend the time limits.
- 14.8.2 Working days are defined as Monday through Friday, excluding Holidays.
- 14.8.3 Failure to meet time limits will not constitute a forfeiture of AFSCME's ability to move a grievance to the next level.
- 14.8.4 If LACMTA fails to comply with the time limits, the grievance shall be automatically processed to the next level of review.

#### 14.9 Release Time for Grievance Meetings

Grievant(s) shall be released from work and shall suffer no loss of pay for attendance at grievance meetings.

## ARTICLE 15

### FLEXIBLE SCHEDULING

- 15.1 LACMTA and/or AFSCME may propose to create, eliminate or modify flexible work schedules. Upon request by LACMTA or AFSCME to change flexible work schedules, LACMTA shall meet with AFSCME to discuss the proposed changes, within twenty (20) days of the initial notice to LACMTA or AFSCME. Workweek schedule changes will be administered according to the Fair Labor Standard Act (FLSA) rules and regulations.
- 15.2 The JLMC shall meet to review the flexible work schedule proposal and consider criteria including, but not limited to, impact on the size of the staff, shift coverage, supervisory coverage, and budgetary implications.
- 15.3 Neither LACMTA nor AFSCME may unreasonably deny requests for the creation, modification, or elimination of flexible work schedules.

## ARTICLE 16

### BREAKS AND LUNCHES

16.1 Existing practices regarding the scheduling of Breaks and Lunches shall be maintained except as provided in this Article.

16.2 Transportation Department

Management shall continue to provide and accommodate an on duty thirty (30) minute employee lunch. Employee assignments shall be established to allow for the provision of a thirty (30) minute on duty lunch and breaks in accordance with applicable State and Federal Laws.

16.3 Extenuating Circumstances

Any requests to change the current practices shall be brought to the JLMC for review and approval.

## ARTICLE 17

### HEALTH AND SAFETY

- 17.1 LACMTA shall maintain a healthy and safe work environment and shall comply with all applicable City, County, State and Federal laws and regulations.
- 17.2 LACMTA shall provide all necessary safety equipment, as determined by LACMTA.

## ARTICLE 18

### PROMOTIONAL OPPORTUNITIES

#### 18.1 Permanent Promotions Within ASFCME

When a position opens within the AFSCME bargaining unit, preference will be given to AFSCME bargaining unit members.

#### 18.2 Temporary Promotions Outside ASFCME

##### 18.2.1 Short Term Assignment (See Promotional Opportunities Procedures)

- 1) A temporary short term assignment is for a thirty (30) day period or less. A member filling a temporary short term assignment in an upgraded position shall be selected from the Promotional Opportunity Program (POP) eligibility list or from an existing Qualified Candidate Pool (QCP) eligibility list.
- 2) Upgraded position pay will begin after thirty (30) calendar days in the upgraded position, retroactive to the first day in the position. No member may serve more than a cumulative total of six (6) months in the upgraded position over an eighteen (18) month period. The eighteen (18) month period shall begin on the first day of the assignment in the upgraded position.
- 3) Whenever a temporary short term assignment in an incumbent position becomes available as a result of a temporary upgrade, the manager may either:
  - a) fill the resulting vacancy with a one time posting of that vacant position and fill the resulting vacancy with overtime at the location, if that classification is eligible for overtime (See Article 31, Overtime ) or,
  - b) the incumbent position may be filled with overtime at the location, if that classification is eligible for overtime (See Article 31, Overtime).
- 4) A member filling a temporary short or long term assignment is not eligible for overtime.
- 5) A list of employees eligible for forced overtime at the location will be prepared on a weekly basis and will be used when the voluntary overtime lists have been exhausted.

### 18.2.2 Long Term Assignment (See Promotional Opportunities Procedures)

- 1) A temporary long term assignment in an upgraded position is for a period greater than thirty (30) days. A member filling a temporary long term assignment shall be selected from an existing Qualified Candidate Pool (QCP) eligibility list.
- 2) Upgraded position pay will begin after thirty (30) calendar days in the upgraded position, retroactive to the first day in the position. No member may serve more than a cumulative total of six (6) months in the upgraded position over an eighteen (18) month period. The eighteen month period shall begin on the first day of the assignment in the upgraded position.
- 3) Whenever a temporary long term assignment in an incumbent position becomes available as a result of a temporary upgrade, the manager may either:
  - a) fill the resulting vacancy with a one time posting of that vacant position and fill the resulting vacancy with overtime at the location, if that classification is eligible for overtime (See Article 31, Overtime) or,
  - b) the incumbent position may be filled with overtime at the location, if that classification is eligible for overtime (See Article 31, Overtime).
- 4) A member filling a temporary short or long term assignment is not eligible for overtime.
- 5) A list of employees eligible for forced overtime at the location will be prepared on a weekly basis and will be used when the voluntary overtime lists have been exhausted.

### 18.2.3 Extenuating Circumstances

Any request for an extension of the time limits of this Article shall be brought to the JLMC for review and approval.

## ARTICLE 19

### RAIL PROFICIENCY

- 19.1 It is agreed that employees in the classification of Rail Transit Operations Supervisor (RTOS) shall maintain all required certification and licenses as defined by the Department of Motor Vehicles, California Public Utility Commission (CPUC) and LACMTA.
- 19.2 During the certification period, upon employee request, an aggregate of four (4), shall be assigned to perform certification rides during work hours. The remaining RTOS shall perform certification rides during the RTOS' non-regularly scheduled work hours. Unless both parties agree to an assignment, the RTOS will not be assigned a shift when reporting for their proficiency ride. Where applicable, employees shall be compensated at their overtime rate of pay.
- 19.3 During the first sixty (60) days of a quarter, an RTOS may schedule his/her quarterly proficiency ride. Thereafter, management may schedule the proficiency ride either during the RTOS' work shift or on his/her day off.

**ARTICLE 20**  
**PAID TIME OFF**

20.1 Holidays

AFSCME employees will observe the following paid holidays:

- New Year's Day
- Martin Luther Jr. King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

20.1.1 The floating holiday of eight (8) hours shall be input into employee's Time Off With Pay bank on July 1 of each year and utilized as requested and authorized by the employee's manager.

20.1.2 Beginning on July 1, 2009, an additional holiday, the day after Thanksgiving Day will be added.

20.2 Time Off With Pay (TOWP)

See LACMTA HR Policy #16 with an effective date of January 29, 2008.



## ARTICLE 21

### SUPERVISOR RESPONSIBILITY

#### 21.1 Emergency Operation of Revenue Equipment

No supervisor will be assigned to operate revenue equipment (i.e. bus or train) except to acquire or maintain certification and/or proficiency, or in an emergency. Generally, an emergency is defined as any of the following events that jeopardize the safety of employees and/or customers, the public or LACMTA property and/or equipment:

- a) an Act of God, such as, but not limited to, earthquake, fire, flood, mud slide, snow or other natural event; or
- b) a man made event, such as, but not limited to, an act of terrorism, sabotage, explosion, bomb, fire, or other act, or
- c) civil unrest, such as, but not limited to, riot, demonstration, civil disobedience or other kinds of mayhem, or
- d) the incapacitation of an operator in service.

Under the foregoing circumstances, a supervisor may be instructed to operate revenue equipment to a point where the safety of employees and/or customers, the public or LACMTA property and equipment is assured.

## ARTICLE 22

### SENIORITY LISTS

There shall be three (3) types of seniority lists; Classification Seniority, Bargaining Unit Seniority and LACMTA Seniority.

#### 22.1 Classification Seniority List

Seniority will be based on date of the employee's appointment to the classification. Time worked as an "extra" supervisor (Division Dispatcher, Instruction, Road Supervisor/Vehicle Operations Supervisors, Radio Dispatcher) will count toward Transit Operations Supervisor Classification Seniority.

Time worked in an acting status shall not count toward Classification Seniority.

#### 22.2 Bargaining Unit Seniority List

Bargaining Unit Seniority begins with the date of hire into a bargaining unit classification and shall include all time spent in all classifications in the bargaining unit. Bargaining Unit Seniority is to be used as a tie breaker when two or more employees are appointed to a position on the same date.

#### 22.3 LACMTA Seniority List

LACMTA Seniority begins on the date of hire by the LACMTA or any predecessor agency.

#### 22.4 Seniority Policy Guidelines

- 1) If two or more employees enter the same ASFCME classification on the same date, the employee with LACMTA seniority shall prevail.
- 2) If two or more employees enter the same ASFCME classification on the same date, with the same LACMTA seniority, classification seniority will be by the date and time of their physical examinations.
- 3) An employee leaving one ASFCME classification for another ASFCME classification shall stop accruing seniority on the first classification's roster as of the date of transfer. If the employee has never worked in the new classification, he/she shall be placed on the bottom of the new classification roster. If the employee has worked in the new classification, he/she shall be placed on the roster in accordance with the cumulative

time previously worked in the classification and a new classification date shall be established.

- 4) Anyone returning from one ASFCME classification to their former ASFCME classification, within the assessment period, shall suffer no loss of seniority.
- 5) Anyone returning from one ASFCME classification to their former ASFCME classification, in excess of the assessment period, shall forfeit their accrued seniority in their current classification.
- 6) Anyone transferring to a permanent non-ASFCME classification shall stop accruing seniority in their ASFCME classification effective 180 days after the date of acceptance of the non-ASFCME classification.
- 7) Anyone returning from a non-ASFCME classification in excess of the probationary period, to an ASFCME classification, shall be placed at the bottom of that ASFCME classification's roster effective with the date of transfer.

## ARTICLE 23

### LAYOFF

#### 23.1 Notice to AFSCME

23.1.1 AFSCME recognizes LACMTA's right to reduce the workforce. LACMTA shall give AFSCME notice in a timely manner when it is considering layoffs and shall negotiate with AFSCME over alternatives to the layoffs and the impact of layoffs. LACMTA and AFSCME shall commence negotiations within three (3) to five (5) days of the notice.

23.1.2 LACMTA shall provide AFSCME with all layoff and recall lists.

#### 23.2 Order of Layoff

23.2.1 In the event of layoff, Probationary employees within the classification being reduced shall be the first to be laid off. For each subsequent layoff within the classification being reduced, reduction shall be made in the order of least LACMTA seniority within the classification being reduced.

23.2.2 "LACMTA seniority" for purposes of this Article shall be defined as the cumulative time worked by an employee for LACMTA and its predecessor agencies.

#### 23.3 Order of Displacement

23.3.1 An employee who has been laid off shall have the right to displace the employee with the least LACMTA seniority in a classification which the employee previously worked. Promotional probationary employees shall be returned to the position within the AFSCME bargaining unit which they held prior.

23.3.2 When an AFSCME employee has been laid off, the employee may request, at the option of the Chief Operations Officer or designee, a transfer to a lateral or lower level position within LACMTA, if the employee previously held the position or is qualified to hold the position.

#### 23.4 Rates of Pay

23.4.1 A senior employee displacing a junior employee within the same classification shall not have his pay reduced.

23.4.2 An employee in a higher classification displacing an employee in a lower classification shall be placed at the highest level of the salary range for

the lower classification provided that level does not exceed the rate of pay the employee received in the higher classification. Promotional probationary employees returning to their prior position shall be placed at the salary level they held prior to the promotion.

### 23.5 Protection of Seniority

Employees laid off shall hold all seniority and recall rights for a period of twenty four (24) months following layoff or displacement. Employees shall be required to accept any position offered by LACMTA in accordance with the displacement and recall provisions outlined herein. Failure to accept an offered position shall constitute a waiver of recall rights.

### 23.6 Recall

23.6.1 When LACMTA makes the decision to fill a position which becomes vacant, restore a position that was previously reduced, or creates new positions, LACMTA shall recall the employee who was laid off or displaced, with the highest LACMTA seniority within the classification of the position to be filled within the bargaining unit. If no employee with the same classification is available, LACMTA shall recall the employee with the highest LACMTA seniority that previously held the classification within the bargaining unit.

23.6.2 Employees on layoff lists shall be given preference in filling any vacant position within the AFSCME bargaining unit at a lateral or lower level for which the employee is qualified.

23.6.3 The layoff list for purposes of recall shall include all employees who have been laid off, displaced or recalled to a lower classification.

### 23.7 Severance

The provisions for severance pay as set forth in LACMTA HR Policy 3-14, Reduction in Force, in effect at the time of layoff shall apply to employees laid off in accordance with the provisions of this Article.

## ARTICLE 24

### VACATION BIDDING – BUS & RAIL OPERATIONS

Vacation (TOWP) shall be scheduled in a manner consistent with the provisions of this Article.

The amount of vacation to be bid will be determined by the employees TOWP balance at the time of bidding and the number of weeks available at their work location.

When the final week of a vacation year carries over to a new fiscal year, it shall be biddable as part of the current fiscal year.

Management shall furnish a copy of all proposed vacation schedules to AFSCME before bidding, and a completed schedule upon completion of bidding.

An employee who desires to split his/her vacation may do so in subsequent rounds of bidding. The subsequent bid shall occur after all other employees have had the opportunity to bid. The subsequent bid shall be based on the classification seniority order of those employees seeking to bid a subsequent segment. This rotation of bidding shall continue until the employee has bid his/her desired amount of vacation.

Management will not cancel an approved scheduled vacation unless the manager is able to articulate in writing an operational requirement, which justifies the cancellation.

In the event of a cancellation by management, the employee will be provided as much notice as possible.

In the event an employee's vacation is canceled by management and the employee has made a non-refundable deposit or has prepaid non-refundable tickets, the employee shall immediately inform both management and AFSCME union. The parties will make a good faith effort to resolve the issue.

#### 24.1 Facilities Maintenance and Support Functions

The existing practice regarding the scheduling of vacations within the Divisions and work locations shall be maintained.

## 24.2 Transportation – Bus & Rail Operations

- 24.2.1 Vacation bidding will be conducted within the Division/Work Location.
- 24.2.2 Vacation bidding will occur on a yearly basis within one (1) week of the annual shake-up.
- 24.2.3 Management will post adequate available vacation weeks for affected classifications.
- 24.2.4 Employees will bid by classification seniority for the posted available dates. Each bid must be for one (1) or more consecutive weeks.
- 24.2.5 Each vacation schedule available for bid shall be posted. Employees and AFSCME shall have access to all vacation schedules before, during, and after the bidding process.
- 24.2.6 An employee may leave a written proxy with the Shop Steward if the employee is not available to bid.
- 24.2.7 Vacation schedules and open weeks shall be posted and kept current on a weekly basis within the Division/Work location.
- 24.2.8 Employees may request vacation on an as needed basis for any open week. If more than one employee requests vacation for an open week, classification seniority shall be used to break ties. Once approved by management, the week shall be closed.
- 24.2.9 Employees may not be bumped out of a scheduled vacation by a more senior employee.
- 24.2.10 In the event a vacation is canceled or if an employee agrees to work during an approved scheduled vacation, the employee may elect to receive compensation for the week(s) from TOWP time in addition to the employee's regular pay for the time worked, or the employee may elect to bid for alternative open vacation time.
- 24.2.11 Whenever the employee is the subject of a forced transfer, the employee's prior approved scheduled vacation will be protected as bid.
- 24.2.12 Whenever a voluntary transfer or promotion occurs, the employee's scheduled approved vacation shall be vacated and the employee shall bid a vacation from the remaining vacation weeks at the new work location or in the new classification.
- 24.2.13 Nothing in this section shall preclude an employee's request for TOWP on an as needed basis in increments of one (1) hour or more.

### 24.3 Maintenance

- 24.3.1 Vacation bidding will be conducted within each Division/Work Location.
- 24.3.2 Vacation Bidding will occur on a yearly basis within one (1) week of the annual divisional Shift/Days off bidding.
- 24.3.3 Management shall make a good faith effort to allot as many vacation slots as operationally possible for each shift.
- 24.3.4 Employees will bid off of a common calendar by classification seniority for the posted available dates. Each bid must be in writing and shall be for one (1) or more consecutive weeks.
- 24.3.5 Once an employee bids vacation, the employee will retain that vacation unless he/she voluntarily selects a different shift or work location. Reassignment by Management will not cause an employee to lose vacation that has been bid.
- 24.3.6 Nothing in this provision is intended to limit employees from requesting as needed vacation, provided there are open vacation slots. Such requests shall be on a first come first serve basis. Once granted, employees shall not be bumped out of an assigned vacation. However, classification seniority shall determine the order in which simultaneous requests will be granted.
- 24.3.7 Nothing in this provision is intended to limit employees from using TOWP in less than one (1) week increments.

### 24.4 Schedule Checking Supervisor/Schedule Supervisor

- 24.4.1 Vacations and Work Group bids will be by classification seniority and not by LACMTA seniority.
- 24.4.2 Vacation bids will be effective from July 1st to June 30th (Fiscal Year) of the following year.
- 24.4.3 Management will provide bidding sheets with open vacation periods, work hours and locations as available to the Schedule Makers within the Scheduling Groups no later than seventy two (72) hours before the bidding takes place.
- 24.4.4 All work groups, locations, work hours and vacations will be bid no later than three weeks prior to commencement of the Fiscal year (July 1st) unless the Divisions shake-up is delayed.



- 24.4.5 Each vacation schedule available for bid shall be posted. Employees shall have access to all vacation schedules before, during, and after the bidding process.
- 24.4.6 For the Schedule Checking Supervisor, nothing in this section shall preclude an employee's request for TOWP on an as needed basis in increments of one (1) hour or more.
- 24.4.7 For the Schedule Supervisor, nothing in this provision is intended to limit employees from using TOWP in less than one (1) week increments.

## ARTICLE 25

### SELECTION OF ASSIGNMENT BUS & RAIL TRANSIT OPERATION SUPERVISORS

#### 25.1 Classifications

Employees in the following classifications will select assignments in accordance with the following procedures: Transit Operation Supervisor, (TOS), (both full time and part time) and Rail Transit Operation Supervisor, (RTOS).

#### 25.2 Method of Shake-up

Management will determine the number of positions by classification and the available shifts, functions, and days off for each location. These may include some mixed shifts. Management shall provide to AFSCME all positions and projected schedules for their respective locations.

This provision is not intended to diminish or alter the overall number of positions in a classification. Thirty days prior to the shake-up, advance copies of the bid sheets will be sent by Operations Manpower to AFSCME for review.

#### 25.3 System-wide Shake-up

Once every three years, employees will select their work assignment. Employees will bid within their classification, in order of classification seniority for their work location, work function, and work schedule. The shake-up will occur by April 1 with an effective date of the first Sunday in July.

##### 25.3.1 Inter-Classification Bidding for TOS and RTOS

During the System-wide Shake-up for Bus and Rail, based on the number of vacant positions and by meeting minimal qualifications, TOS(s) and RTOS(s) may exercise their seniority and bid between classifications. A maximum aggregate of nine (9) TOS may bid out of Bus into Rail. A maximum aggregate of six (6) RTOS(s) may bid out of Rail into Bus.

Any employee who bids between classifications will be provided functional training where required. After the required training has been successfully completed, the employee will be subject to an assessment period of ninety (90) days. The assessment period will be extended by the period of an employee's absences, if the absences total five days or more.

By the first Monday in February, Bus and Rail management will identify vacant positions by function, location and schedule, in both the TOS and RTOS classifications and forward a copy of the list to Operations Manpower.

System-wide Inter-Classification Bid Form – Between the first Wednesday and last Friday in February, employees who desire to bid between classifications will submit a System-wide Inter-Classification Bid Form to their division/location manager. Upon receipt, the manager will distribute as follows: original to employee file, yellow to employee, pink to Operations Manpower.

During the first week in March, the JLMC will meet to review bid documents for the System-wide Shake-up.

Phase In – The results of the bid will be phased in. Incumbents may be required to remain in their position until their replacement has been trained and is qualified.

#### 25.4 Division/Location Shake-up

On an annual basis by May 1 with an effective date of the first Sunday in July, employees will select their work assignment within their work location. Employees will bid within their classification, in order of classification seniority, for their work function and work schedule. The annual shake-up will not occur in the year of a System-wide Shake-up.

#### 25.5 Shift Changes

While AFSCME recognizes management's right to modify work assignments or shifts between shake-ups, a JLMC shall be convened at AFSCME's request to meet and confer to review the business needs of any proposed changes required for a shake-up.

#### 25.6 Special Conditions for the System-wide Shake-up

- 25.6.1 Bus Operations Control – Incumbent employees will not be bumped out as a result of the System-wide Shake-up, but employees may exercise their classification seniority to bid out of the Control Center in the System-wide Shake-up.

Phase In – The results of the bid shall be phased in. The incumbents of the Control Center, who have bid out, may be required to remain in their positions until their replacement has been trained and is qualified. The Phase In Training process shall train three (3) employees, each three (3) month training period. This process will continue in an ongoing basis

until the results of the bid have been implemented. The bid will be phased in by Classification Seniority. If employees qualify sooner than the three (3) month training period, the incumbent will be released.

#### 25.6.2 Operations Central Instruction (OCI)

In the System-wide Shake-up, no more than fifty percent (50%) of the employees assigned at Operations Central Instruction may bid out of OCI.

Phase In – The results of the bid shall be phased in. Incumbents may be required to remain in their position until their replacement has been trained and is qualified. The Phase In Training Program shall train at least two (2) employees in each three (3) month training program. This process will continue on an ongoing basis until the results of the bid have been implemented. The bid will be phased in by Classification Seniority. If employees qualify sooner than the three (3) month training period, the incumbents will be released sooner.

It is the intent of the parties that the phase in number for BOC and OCI will be an aggregate of five (5) at each training period. Normally, three (3) for BOC, two (2) for OCI, if the number of bids falls below these, then the slot will be transferred to the other operation as a bid opportunity.

#### 25.6.3 Rail Operations Control Center

Employees may exercise their Classification Seniority to bid in the System-wide Shake-up. The bid result will be phased in by Seniority order. Incumbents may be required to remain until their replacement is trained and qualified, if needed. The phase in will allow three (3) employees per twelve (12) month training period, an aggregate of nine (9) employees over the bidding cycle. Employees may qualify and be released sooner than the twelve (12) month period. The phase in will continue until all successful bidders are qualified.

Mixed shifts – Management will create three (3) mixed shifts per year unless in the first year there are any restrictions resulting from reassignment of the current start up crew. In that case, the parties will meet and develop the implementation program consistent with the effort to achieve the three (3) mixed shifts. The number of mixed shifts will be capped at twenty four (24).

#### 25.6.4 Rail Instruction

All incumbents of Rail Instruction are protected from being bumped out, but may exercise their seniority to bid in the System-wide Shake-up.

Vacancies in Rail Instruction shall be filled in the following manner: The minimum qualification will be five (5) years as a RTOS. Employees will be selected in order of Classification Seniority to fill the vacancies. In the event a phase in of employees is required, management and AFSCME will meet and confer.

If employees do not meet the minimum standards during training or during their ninety (90) day assessment period as an Instructor, they will revert to the shift/function which they held prior to appointment as an Instructor.

## 25.7 Training and Assessment Period

- 25.7.1 An employee changing functions by seniority bid who has never performed in the function or has not been assigned the function for three (3) or more years is required to complete specific functional qualifications and serve an assessment period to insure they meet minimum performance standards.

In the event an employee fails to complete training or fails to complete the assessment period, he/she shall be allowed to return to any open position within the system for which the employee has previously qualified based upon classification seniority and qualifications for the position. In the event there is no open position, management and AFSCME will meet and confer.

- 25.7.2 The assessment period will be a ninety (90) day period from the date the employee completes the required training. At a minimum, the employee will be provided a written evaluation approximately every two (2) weeks. The assessment period may be extended by mutual agreement of the parties.

## 25.8 Vacancies – Bus & Rail Operations

When vacancies open between shake-ups, they shall be filled in the following manner.

Management shall have thirty (30) days from the date of the vacancy to determine if they are to fill the position or eliminate it. If the position is to be filled it will be posted immediately and filled in the manner outlined below. Permanent shift changes shall be posted immediately and filled in the manner below:

A position vacancy shall be posted and available for bid within the work unit where the vacancy is located. Employees at that location may bid their classification seniority to fill it, and continue bidding until all employees have exercised their seniority for the remaining vacancies.

Any changes to existing shifts, as a result of the elimination of a position or for any other reason shall be subject to seniority bid by all employees at that work location. The bidding shall continue until all employees have exercised their seniority for the remaining vacancies.

At the completion of the bidding, the remaining vacancy shall be filled from the Qualified Candidate Pool (QCP).

#### 25.9 Return to Work

Upon return from a leave of absence of one (1) year or less, the employee shall be entitled to return to the same position, function, and location held before the leave, or bump into an open position at the location, or bump into an open position system-wide.

If the employee chooses to remain at the home location and the previous position is held by a more senior member, the employee will be forced to bump a junior TOS/RTOS at the same location. The junior TOS/RTOS who is displaced will be entitled to bump the junior most TOS/RTOS at the location. The junior most TOS/RTOS will be entitled to bump any open assignment system-wide.

All bumps must be for assignments for which the employee is functionally qualified.

## ARTICLE 26

### SELECTION OF ASSIGNMENT BUS & RAIL EQUIPMENT MAINTENANCE SUPERVISORS

These procedures shall apply to Equipment Engineering Supervisor, Equipment Maintenance Instructor, Equipment Maintenance Supervisor, Equipment Services Supervisor, Rail Equipment Maintenance Instructor, Rail Equipment Maintenance Supervisor, and Senior Equipment Maintenance Instructor within their respective classifications.

#### 26.1 Selection of Work Assignments

Employees shall select their work schedules and shifts at their respective work locations in accordance with their classification seniority.

On an annual basis a division shake-up shall occur. Schedules for each division/work location, including shift and days off shall be posted. Employees will bid in order of classification seniority for their shift and days off. Bid sheets will be posted in April. The effective date will be the first Sunday in June.

Thirty (30) days prior to the shake-up, advance copies of the bid sheets will be sent by Operations Manpower to AFSCME for review. Copies of the completed bid sheets will be sent to AFSCME.

In the event a division is not fully staffed at the time of the annual shake-up, Management shall determine the shift assignments to be posted for bid. Prior to the assignment of an additional supervisor to the division, the available shift assignments shall be posted and the incumbent supervisors shall re-bid their shifts. The incoming supervisor will be assigned to the remaining open shift.

Nothing herein, as provided in Section 26.1, Selection of Work Assignments, shall be construed to prevent management from temporarily reassigning an employee to provide training or remediation to resolve a job performance problem.

#### 26.2 Vacancies

When vacancies exist, management shall have the right to determine if the vacancy(ies) will be filled. If the position is to be filled, management will post the position for at least a five (5) working day period at all divisions/work locations. The position will be open for bid to all current employees for the

appropriate classification and will be awarded to the employee with the highest classification seniority.

If no one bids on the position, management may fill the position with a newly hired employee. If the position is filled through the bidding process, there will be a subsequent round of bidding to fill the resulting vacancy. If the subsequent vacancy is not bid on, management may fill the position from the Qualified Candidate Pool (QCP). If the subsequent vacancy is filled by bid, the resulting vacancy may be filled by a newly hired employee. There will be no more than three (3) rounds (cycles) of bidding.

When a vacancy at a work location has been created due to reallocation or reorganization of existing positions, the positions shall be posted and bid in accordance with the procedure outlined above. Positions which remain unfilled after the bidding process is completed shall be filled by the employees whose position has been eliminated if they have not successfully bid to another position.

### 26.3 Return to Work

Upon return from a leave of absence of one (1) year or less, the employee shall be returned to the same position held before the leave or to a comparable position.



## ARTICLE 27

### VACANCIES

#### BUS & RAIL FACILITIES MAINTENANCE AND SUPPORT FUNCTIONS

This provision will apply to employees within their respective classifications: Cash Counting Supervisor, Document Production Supervisor, Facilities Maintenance Supervisor, General Services Supervisor, Inventory Control Supervisor, Materiel Supervisor, Printing Services Supervisor, Rail Communication Supervisor, Rail Track Supervisor, Rail Signal Supervisor, Screen Process Shop Supervisor, Stops and Zones Supervisor, Rail Traction Supervisor, Revenue Equipment Supervisor, Schedule Checking Supervisor, Senior Cash Counting Supervisor, and System Maintenance Supervisor.

##### 27.1 Vacancies

When vacancies exist, Management shall have the right to determine if the vacancy(ies) will be filled. If the position is to be filled, Management will post the vacancy at all work locations for at least a five (5) working day period. The Notice of Vacancy shall specify the qualifications required for the position. Employees within the classification who meet the qualifications as stated on the notice will be selected to fill the vacancy in the order of highest classification seniority. Employees so selected shall serve a ninety (90) day assessment period for the new position.

If the position is filled through the bidding process, there will be a subsequent vacancy posting to fill the resulting vacancy. If the position is not filled by bid, Management may fill the position in accordance with LACMTA HR Recruitment and Selection Policy. There will be no more than three (3) rounds (cycles) of bidding.

When a vacancy at a work location has been created due to reallocation or reorganization of existing positions, the positions shall be posted and bid in accordance with the procedure outlined above. Positions which remain unfilled after the bidding process is completed shall be filled by the employee whose position has been eliminated if they have not successfully bid to another position.

After the above bidding process is complete, management will act expeditiously to fill the remaining vacant positions through the LACMTA HR Recruitment and Selection Policy. During this process management may appoint a supervisor on a temporary basis. Temporary assignments will be limited to no more than six (6) months, except through mutual agreement of LACMTA and AFSCME. Temporary assignments used to fill vacancies created due to a long-term leave of absence may be up to twelve (12) months.

## 27.2 Return to Work

Upon return from a leave of absence of one (1) year or less, the employee shall be returned to the same position held before the leave or to a comparable position.

## ARTICLE 28

### SELECTION OF ASSIGNMENT SCHEDULE SUPERVISOR

#### 28.1 Selection of Work Assignment

For the Schedule Supervisor classification, work group assignment procedures are as follows:

On an annual basis, employees shall bid their work location and assignment concurrent with the effective date of bids by the Schedule Makers Group.

All Work Group(s) will be re-bid by seniority anytime that LACMTA creates a new work location.

Thirty (30) days prior to the shake-up, advance copies of the bid sheets will be sent by Operations Manpower to AFSCME for review. Copies of the completed bid sheets will be sent to AFSCME.

#### 28.2 Vacancies

When vacancies exist, management shall have the right to determine if the vacancy(ies) will be filled. If the position is to be filled, management will post the position for a five (5) working day period at all work locations. The position will be open for bid to all current employees for the appropriate classification and will be awarded to the employee with the highest classification seniority.

If no one bids on the position, management may fill the position from the Qualified Candidate Pool (QCP). If the position is filled through the bidding process, there will be a subsequent round of bidding to fill the resulting vacancy. If the subsequent vacancy is not bid on, management may fill the position with a newly hired employee. If the subsequent vacancy is filled by bid, the resulting vacancy may be filled by a newly hired employee. There will be no more than three (3) rounds (cycles) of bidding.

When a vacancy at a work location has been created due to reallocation or reorganization of existing positions, the positions shall be posted and bid in accordance with the procedure outlined above. Positions which remain unfilled after the bidding process is completed shall be filled by the employees whose position has been eliminated if they have not successfully bid to another position.

After the above bidding process is complete, management will act expeditiously to fill the remaining vacant positions through the LACMTA HR Recruitment and Selection Policy. During this process management may appoint a supervisor on a temporary basis. Temporary assignments will be limited to no more than six (6) months, except through mutual agreement of LACMTA and AFSCME. Temporary assignments used to fill vacancies created due to a long-term leave of absence may be up to twelve (12) months.

### 28.3 Return to Work

Upon return from a leave of absence of one (1) year or less, the employee shall be returned to the same position held before the leave or to a comparable position.

### 28.4 Joint Labor/Management Committee

The JLMC will be convened on an as needed basis to address issues that arise during the life of the agreement.

## ARTICLE 29

### SELECTION OF ASSIGNMENT CUSTOMER INFORMATION OFFICER

#### 29.1 Classification

Employees in the Customer Information Officer classification must meet all minimum qualifications to be selected to any of the three distinct functions which are Floor Supervision/Instruction, Technical and Administration.

#### 29.2 Selection of Work Assignment

On an annual basis, a location shake-up shall occur for the Floor Supervisor/Instructor. Schedules for the work location, including shift and days off shall be posted. Employees will bid in order of classification seniority for their shift and days off. Bid sheets will be posted the first Sunday in September. The effective date will be the last Sunday in October.

Thirty (30) days prior to the shake-up, advance copies of the bid sheets will be sent by Operations Manpower to AFSCME for review. Copies of the completed bid sheets will be sent to AFSCME.

In the event the location is not fully staffed at the time of the annual shake-up, Management shall determine the shift assignments to be posted for bid. Prior to the assignment of an additional supervisor to the location, the available shift assignments shall be posted and the incumbent supervisors shall re-bid their shifts. The incoming supervisor will be assigned to the remaining open shift.

Nothing herein, as provided in Section 29.2, Selection of Work Assignment, shall be construed to prevent management from temporarily reassigning an employee to provide training or remediation to resolve a job performance problem.

Phase In – The results of the bid will be phased in.

#### 29.3 Vacancies

When vacancies exist, management shall have the right to determine if the vacancy(ies) will be filled. If the position is to be filled, management will post the position for a five (5) working day period at the work location. The position will be open for bid to all current employees who meet minimum qualifications and will be awarded to the employee with the highest classification seniority.

If no one bids on the position, management may fill the position from the Qualified Candidate Pool (QCP). If the position is filled through the bidding process, there will be a subsequent round of bidding to fill the resulting vacancy. If the subsequent vacancy is not bid on, management may fill the position with a newly hired employee. If the subsequent vacancy is filled by bid, the resulting vacancy may be filled by a newly hired employee. There will be no more than three (3) rounds (cycles) of bidding.

When a vacancy at a work location has been created due to reallocation or reorganization of existing positions, the positions shall be posted and bid in accordance with the procedure outlined above. Positions which remain unfilled after the bidding process is completed shall be filled by the employee whose position has been eliminated if they have not successfully bid to another position.

#### 29.4 Training & Assessment Period

An employee changing functions by seniority bid who has never performed in the function or has not been assigned the function for three (3) or more years is required to complete specific functional qualifications and serve an assessment period to insure they meet minimum performance standards.

In the event an employee fails to complete training or fails to complete the assessment period, he/she shall be allowed to return to any open position within the system location for which the employee has previously qualified based upon classification seniority and qualifications for the position. In the event there is no open position, management and AFSCME will meet and confer.

The assessment period will be a ninety (90) day period from the date the employee completes the required training. At a minimum, the employee will be provided a written evaluation approximately every two weeks. The assessment period may be extended by mutual agreement of the parties.

#### 29.5 Return to Work

Upon return from a leave of absence of one (1) year or less, the employee shall be returned to the same position held before the leave or to a comparable position.

## ARTICLE 30

### COURT APPEARANCES AND JURY DUTY

#### 30.1 Court or Administrative Hearings

- 30.1.1 Whenever LACMTA requires an AFSCME member to attend a court or administrative hearing on behalf of LACMTA, LACMTA shall compensate the member at the regular rate of pay less any compensation received by the member as a result of the appearance.
- 30.1.2 Whenever an AFSCME member attends a court or administrative hearing pursuant to 30.1.1, the member shall receive compensation at the member's regular rate of pay only during the member's regularly scheduled work hours.
- 30.1.3 Whenever an AFSCME member is a grievant in an administrative hearing or a plaintiff in a court hearing filed against LACMTA, the member shall be placed on authorized unpaid leave to attend such hearing.
- 30.1.4 Whenever an AFSCME member under a court subpoena is required to testify in a matter directly or indirectly involving LACMTA, LACMTA agrees to compensate the employee at the employee's rate of pay less any other compensation received by the employee as a result of such appearance, for all time spent in court during the employee's regularly scheduled work day. Time spent in court on regularly scheduled days off or after the regularly scheduled work day is not compensable.

#### 30.2 Jury Duty

- 30.2.1 When an AFSCME member receives notice of a call to jury duty, the member will notify his/her manager.
- 30.2.2 When an AFSCME member is required to serve as a juror on a regularly scheduled workday, the member will be excused from work on that day. The member shall receive pay equal to the member's regular daily pay less the fee for service as a juror. Total compensation shall not exceed eight (8) hours in any day of jury service or ten (10) working days in any twelve (12) month period.
- 30.2.3 An employee must furnish LACMTA with advance notice of service as a juror and submit official records of jury pay received to be eligible for supplemental jury pay.

- 30.2.4 Supplemental jury pay shall be paid only for days on which the employee was scheduled to work, but did not work due to service as a juror.
- 30.2.5 An employee shall report for the regularly scheduled shift on days for which he/she is not on jury duty.
- 30.2.6 Employees receiving notices of call to jury duty will be temporarily reassigned to the first shift during those days he/she is physically serving on jury duty, provided fifteen (15) calendar days advance notice of jury duty is given.



## ARTICLE 31

### OVERTIME

#### 31.1 Distribution of Overtime

Overtime shall be offered on a perpetual rotating seniority basis to qualified employees eligible for overtime pay at the work location. Failure of an employee to accept overtime when offered will have the same effect as if that employee had worked as far as his/her turn in the rotation is concerned. If no qualified employee volunteers, the least senior qualified employee eligible for overtime pay shall be assigned mandatory overtime in inverse seniority order on a rotating basis. Distribution of TOS/RTOS overtime shall be administered according to the TOS/RTOS Operations Overtime Procedure (See Appendix C).

A non-exempt employee will be compensated one and one-half times the base rate of pay for hours worked which exceed forty (40) hours in a work week. Non-work time such as, vacation, holidays, sick or bereavement leave hours, etc., shall not be counted as hours worked when computing overtime pay.

#### 31.2 FLSA Exempt – No Overtime

Employees classified as FLSA Exempt, and in accordance with LACMTA policies receive no additional compensation for time worked in excess of forty (40) hour work week. These employees will be accountable for the quality of work performed rather than the number of hours worked consistent with the Fair Labor Standard Act. Provided an exempt employee receives prior approval from the employee's manager, absences of less than a regular work day will not be deducted from the employee's salary or TOWP bank.

#### 31.3 Shift Protection

No employee will be displaced from his/her scheduled shift by another employee.

#### 31.4 Non-Exempt – One and One-half time Overtime

Scheduled overtime shall be offered on a voluntary basis to qualified employees eligible for overtime pay at the job site on a seniority basis. If no qualified employee at the job site volunteers, LACMTA shall offer overtime on a voluntary basis to qualified employees eligible for overtime pay in the bargaining unit. If no qualified employee volunteers, the least senior qualified employee eligible for overtime shall be assigned on a rotating basis.

### 31.5 FLSA Exempt – Straight Time Overtime

Classifications coded as FLSA straight will be compensated at their straight time rate for any hours worked in excess of forty (40) hours.

Scheduled overtime shall be offered on a voluntary basis to qualified employees eligible for overtime pay at the job site on a seniority basis. If no qualified employee at the job site volunteers, LACMTA shall offer overtime on a voluntary basis to qualified employees eligible for overtime pay in the bargaining unit. If no qualified employee volunteers, the least senior qualified employee eligible for overtime shall be assigned on a rotating basis.

### 31.6 Assignment of Bargaining Unit Work

LACMTA may only assign bargaining unit work to non-bargaining unit employees if no qualified bargaining unit employee is available to perform the work as overtime. Bargaining unit work includes all work that is currently and has in the past been performed by members of the bargaining unit.

## ARTICLE 32

### SHIFT DIFFERENTIAL

- 32.1 There are three (3) shift assignments. First shift is generally the hours between 5:00 a.m. to 1:00 p.m. Second shift is generally any shift between the hours of 1:00 p.m. and 9:00 p.m. Third shift is generally any shift between the hours of 9:00 p.m. and 10:00 a.m.

Employees regularly assigned to work during the hours referred to as 2<sup>nd</sup> or 3<sup>rd</sup> shift above and who are designated as 2<sup>nd</sup> or 3<sup>rd</sup> shift supervisors shall be paid an assignment shift premium of five percent (5%) above the employee's base rate.

Relief employees assigned to work a first, second or third shift schedule on a rotating basis shall receive an assignment shift payment of five percent (5%) above the employee's base rate when their regularly assigned shift includes fifty percent (50%) of the hours worked in a workweek on second or third shift.

Once an employee is regularly assigned to receive this bonus it will be paid during periods of vacation and other TOWP time use.

- 32.2 Employees who are regularly assigned to the first shift who perform overtime on the second or third shift are not entitled to shift differential pay.
- 32.3 Shifts shall not be assigned in a manner to unreasonably preclude an employee from qualifying for the shift differential.
- 32.4 This provision shall apply only to the following classifications: Cash Counting Supervisor, Equipment Maintenance Supervisor, Equipment Services Supervisor, Facilities Maintenance Supervisor, General Services Supervisor, Materiel Supervisor, Rail Communications Supervisor, Rail Equipment Maintenance Supervisor, Rail Signal Supervisor, Rail Track Supervisor, Rail Traction Supervisor, and Revenue Equipment Supervisor.

## ARTICLE 33

### TRANSPORTATION PRIVILEGES

Employees will be given transportation privileges at the time of employment. Each employee will be allowed the following:

- 33.1 Current LACMTA passes for the employee and his/her family.
  - 33.1.1 Spouse will be given LACMTA Rail/Bus pass privileges after completion of the employee's probationary period. Bus pass privileges will be continued to the spouse and dependent children of a deceased or retired employee during the spouse's life or until the spouse's remarriage.
  - 33.1.2 An employee's dependent children, as currently defined in LACMTA HR Transportation Pass Policy, Section 2, will be given LACMTA Rail/Bus pass transportation privileges after completion of the employee's probationary period.
  - 33.1.3 Retired employees, for the purpose of application of this Article, are entitled LACMTA pass transportation privileges.
  - 33.1.4 Lost passes must be immediately reported to the employee's division or department. LACMTA will levy a fifteen dollars (\$15.00) administrative fee (three dollars [\$3.00] for retirees) for the replacement of a lost or stolen pass belonging to the employee or dependent. Only one pass per person will be replaced each year; mutilated passes turned in will be replaced without charge or limit.
  - 33.1.5 Lost passes will be replaced after thirty (30) days following receipt of the completed report on the prescribed form.
  - 33.1.6 All passes must be surrendered at the time of termination of employment. Employees who fail to surrender passes will be charged twenty dollars (\$20.00) per month for the balance of the period for which each pass is issued.
- 33.2 A transportation pass subsidy check, up to one hundred fifteen dollars (\$115.00) per month, will be issued to the employee only, or as increased by the Board.

## ARTICLE 34

### UNIFORM & SAFETY SHOE ALLOWANCE

- 34.1 Uniform allowance for employees who are required to wear uniforms:
- 34.1.1 LACMTA will issue vouchers in the amount of three hundred fifty dollars (\$350.00) to each eligible full time employee on the Employee's start date and on the Employee's Anniversary Date each year thereafter. Part time unit members will receive one hundred fifty dollars (\$150.00). Purchases of the prescribed uniform shall be made at the uniform supplier(s) designated by LACMTA.
  - 34.1.2 Uniform vouchers shall not be issued to employees who have performed no service for LACMTA, as covered by this Contract, since his/her previous Anniversary Date.
  - 34.1.3 No uniform voucher shall be issued to an employee who leaves the service of LACMTA prior to his/her next Anniversary Date.
  - 34.1.4 Unit members will be required to wear and properly maintain prescribed uniforms while on duty.
- 34.2 Safety Shoe allowance for employees who are required to wear safety shoes:
- 34.2.1 LACMTA will issue vouchers in the amount of one hundred twenty five dollars (\$125.00) to each eligible employee for the purchase of a pair of safety shoes on an as needed basis. Full time eligible employees shall be eligible to receive up to a maximum of two (2) one hundred twenty five dollars (\$125.00) vouchers per fiscal year. Part time eligible employees shall be eligible to receive one (1) one hundred twenty five dollars (\$125.00) voucher per fiscal year.
  - 34.2.2 Purchases of safety shoes shall be made at the shoe supplier(s) and of the type designated by LACMTA.
  - 34.2.3 No subsequent safety shoe voucher shall be issued to an employee who leaves the service of LACMTA prior to his/her next Anniversary Date.
  - 34.2.4 Unit members will be required to wear and properly maintain prescribed safety shoes while on duty.

## ARTICLE 35

### LEAVE

- 35.1 Up to four (4) AFSCME Executive Board members will be granted an unpaid leave of absence for AFSCME Business, upon the written request of AFSCME.
- 35.2 Employees who are AFSCME Executive Board members, on an unpaid leave of absence for AFSCME business, shall retain status as regular full-time employees with LACMTA. LACMTA and/or the employee shall maintain all provided benefits and seniority per the Agreement.

ARTICLE 36

WAGES AND CLASSIFICATIONS

A step system within each classification with movement is based on time in grade. The scales below reflect the wage increase effective July 1, 2008 and include the classifications for each pay grade. The wage increases for the term of the Agreement are reflected in the Step Pay System.

**AFSCME Pay Grade I**

Step	A	B	C	D	E	F
% of Top Pay	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%
Pay Grade I	\$24.59	\$26.22	\$27.87	\$29.50	\$31.14	\$32.79

**Classifications:**

Cash Counting Supervisor  
Schedule Checking Supervisor

General Services Supervisor

**AFSCME Pay Grade II**

Step	A	B	C	D	E	F
% of Top Pay	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%
Pay Grade II	\$26.36	\$28.12	\$29.88	\$31.64	\$33.39	\$35.16

**Classifications:**

Customer Information Officer  
Printing Services Supervisor  
Senior Cash Counting Supervisor  
Transit Operations Supervisor (TOS)

Document Production Supervisor  
Rail Transit Operations Supervisor (RTOS)  
Stops & Zones Supervisor

**AFSCME Pay Grade III**

Step	A	B	C	D	E	F
% of Top Pay	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%
Pay Grade III	\$28.40	\$30.30	\$32.19	\$34.08	\$35.97	\$37.88

**Classifications:**

Equipment Engineering Supervisor  
Materiel Supervisor

Equipment Services Supervisor

**AFSCME Pay Grade IV**

Step	A	B	C	D	E	F
% of Top Pay	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%
Pay Grade IV	\$30.69	\$32.73	\$34.78	\$36.83	\$38.86	\$40.92

**Classifications:**

Equipment Maintenance Instructor  
 Facilities Maintenance Supervisor  
 Rail Communication Supervisor  
 Rail Equipment Maintenance Supervisor  
 Rail Track Supervisor  
 Revenue Equipment Supervisor  
 Screen Process Shop Supervisor

Equipment Maintenance Supervisor  
 Inventory Control Supervisor  
 Rail Equipment Maintenance Instructor  
 Rail Signal Supervisor  
 Rail Traction Supervisor  
 Schedule Supervisor  
 System Maintenance Supervisor

**AFSCME Pay Grade V**

Step	A	B	C	D	E	F
% of Top Pay	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%
Pay Grade V	\$33.37	\$35.60	\$37.82	\$40.05	\$42.28	\$44.50

**Classifications:**

Senior Equipment Maintenance Instructor



## SIGNATURES

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 at One Gateway Plaza,  
Los Angeles, California

American Federation of State, County &  
Municipal Employees

Los Angeles County Metropolitan  
Transportation Authority

\_\_\_\_\_  
Ernest Waters  
President, AFSCME Local 3634

\_\_\_\_\_  
Roger Snoble  
Chief Executive Officer

\_\_\_\_\_  
Georgina Cervantes  
Vice President, AFSCME Local 3634

\_\_\_\_\_  
Carolyn Flowers  
Chief Operations Officer

\_\_\_\_\_  
Richard Franden  
Secretary-Treasurer, AFSCME Local 3634

\_\_\_\_\_  
Edward Del Genio  
Deputy Executive Officer, Labor Relations

\_\_\_\_\_  
Isabel Sanchez  
Recording Secretary, AFSCME Local 3634

\_\_\_\_\_  
Alex Clifford  
General Manager, Gateway Cities

\_\_\_\_\_  
John Hale  
Executive Board, AFSCME Local 3634

\_\_\_\_\_  
James Woodson  
Director, Manpower

\_\_\_\_\_  
Ronald Green  
Executive Board, AFSCME Local 3634

\_\_\_\_\_  
Linda Villegas-Firth  
Business Agent, AFSCME Local 3634

## APPENDIX A

### SALARY SCHEDULE

Effective July 1, 2008

1. All other employees shall be placed at the step of the appropriate range for their classification, which is the next highest from their existing hourly rate.
2. All employees hired into AFSCME represented units shall be placed on the first step of the range. After twelve (12) months in the position, the employees shall move to the second step of the range. Movement to the next highest step shall occur every twelve (12) months thereafter, on the employee's classification anniversary date, until the employee has reached the top range.
3. All employees who promote from one AFSCME bargaining unit position into another shall be placed at the step of the range, for the classification which provides at least a five percent (5%) increase from their previous hourly rate. After twelve (12) months in the position, employees shall move to the next step and each subsequent step, yearly on their classification anniversary date.
4. No employees shall be reduced in pay as a result of this Agreement.
5. All employees will receive the general wage increases agreed upon.
6. The steps will be increased by the general wage increase agreed upon on July 1, 2008, July 1, 2009 and July 1, 2010.

## AFSCME STEP PAY SYSTEM

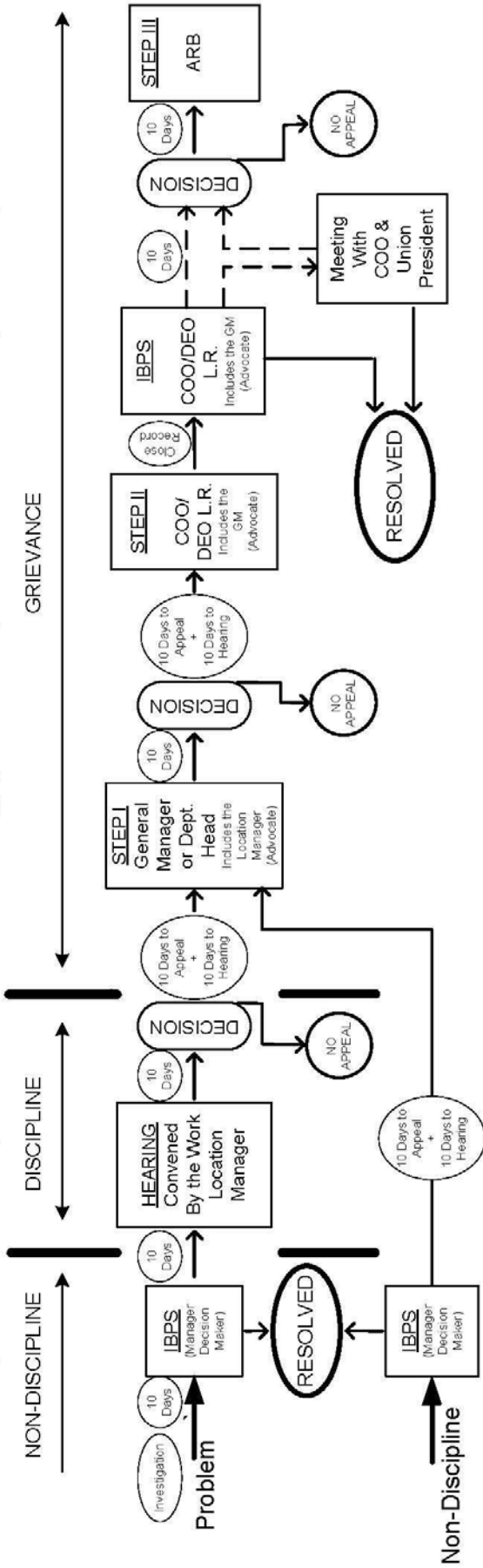
Step	A	B	C	D	E	F
<b>Pay Grade I</b>						
Eff. 7/1/2008	\$24.59	\$26.22	\$27.87	\$29.50	\$31.14	\$32.79
Eff. 7/1/2009	\$25.32	\$27.00	\$28.71	\$30.39	\$32.07	\$33.77
Eff. 7/1/2010	\$26.08	\$27.82	\$29.57	\$31.30	\$33.03	\$34.79
<b>Pay Grade II</b>						
Eff. 7/1/2008	\$26.36	\$28.12	\$29.88	\$31.64	\$33.39	\$35.16
Eff. 7/1/2009	\$27.15	\$28.97	\$30.78	\$32.59	\$34.40	\$36.22
Eff. 7/1/2010	\$27.97	\$29.83	\$31.70	\$33.56	\$35.43	\$37.30
<b>Pay Grade III</b>						
Eff. 7/1/2008	\$28.40	\$30.30	\$32.19	\$34.08	\$35.97	\$37.88
Eff. 7/1/2009	\$29.25	\$31.20	\$33.15	\$35.10	\$37.05	\$39.01
Eff. 7/1/2010	\$30.13	\$32.14	\$34.15	\$36.16	\$38.16	\$40.18
<b>Pay Grade IV</b>						
Eff. 7/1/2008	\$30.69	\$32.73	\$34.78	\$36.83	\$38.86	\$40.92
Eff. 7/1/2009	\$31.61	\$33.71	\$35.82	\$37.93	\$40.03	\$42.15
Eff. 7/1/2010	\$32.56	\$34.72	\$36.90	\$39.07	\$41.23	\$43.42
<b>Pay Grade V</b>						
Eff. 7/1/2008	\$33.37	\$35.60	\$37.82	\$40.05	\$42.28	\$44.50
Eff. 7/1/2009	\$34.37	\$36.67	\$38.96	\$41.25	\$43.54	\$45.84
Eff. 7/1/2010	\$35.41	\$37.77	\$40.13	\$42.49	\$44.85	\$47.21

### Wage Increase

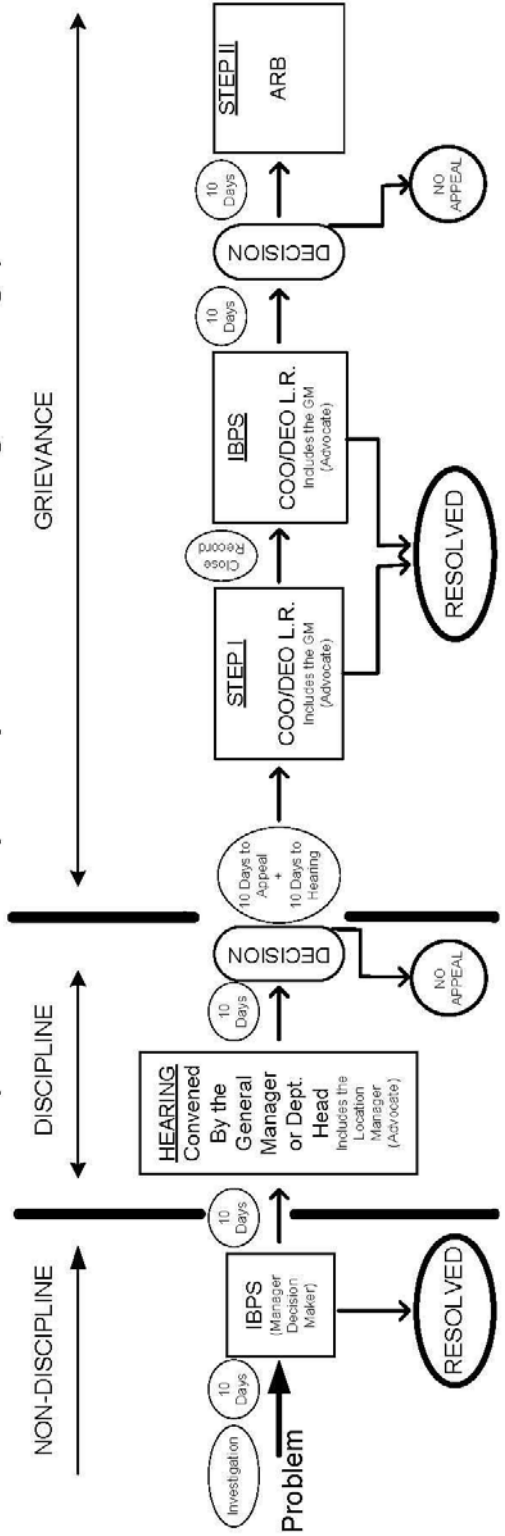
- 1) Four percent (4%) increase to the wage steps effective July 1, 2008 (reflected on the tables above).
- 2) Three percent (3%) increase to the wage steps effective July 1, 2009 (reflected on the tables above).
- 3) Three percent (3%) increase to the wage steps effective July 1, 2010 (reflected on the tables above).

APPENDIX B

**DISCIPLINE & GRIEVANCE PROCESS: NON-DISCHARGE (Articles 12 & 14)**  
 (Includes: Discipline Less Than Discharge, Non-Discipline & Contract Interpretation)



**DISCIPLINE & GRIEVANCE PROCESS: DISCHARGE (Articles 12 & 14)**  
 (Includes: Discipline Up To And Including Discharge)



## APPENDIX C

### OPERATIONS TOS/RTOS OVERTIME PROCEDURE Bus & Rail Transportation Effective August 11, 2008

#### **Overtime**

Overtime shall be offered on a perpetual rotating seniority basis to qualified employees eligible for overtime pay at the work location. Failure of an employee to accept overtime when offered will have the same effect as if that employee had worked as far as his/her turn in the rotation is concerned. If no qualified employee volunteers, the least senior qualified employee eligible for overtime pay shall be assigned mandatory overtime in inverse seniority order on a rotating basis. Distribution of TOS/RTOS overtime shall be administered according to the TOS/RTOS Operations Overtime Procedure (See Appendix C).

A non-exempt employee will be compensated one and one-half times the base rate of pay for hours worked which exceed forty (40) hours in a work week. Non-work time such as, vacation, holidays, sick or bereavement leave hours, etc., shall not be counted as hours worked when computing overtime pay.

#### **Shift Protection**

No employee will be displaced from his/her scheduled shift by another employee. Shift protection applies only in limited situations where a holiday falls on an employee's regularly scheduled work day. In such cases, the employee who is normally scheduled to work that shift on that day is provided the first opportunity to work, provided he/she has submitted a proper request to work on his/her holiday off. A non-exempt employee will be compensated one and one-half times the base rate of pay for hours worked which exceed forty (40) hours in a work week. Non-work time such as, vacation, holidays, sick or bereavement leave hours, etc., shall not be counted as hours worked when computing overtime pay (Article 31.1). E.g.: If the employee works first shift Monday through Friday and Friday is a holiday, this employee is offered the first opportunity to work his/her regularly scheduled work day and regularly scheduled shift that falls on the holiday. Accordingly, the employee who is scheduled off on the holiday, but works the holiday that falls within his/her normal work day and shift, is not going to be paid time and a half because he/she did not exceed 40 hours. However, having worked the holiday, any additional hours worked in that same pay week that exceed 40 hours are paid at time and a half.

#### **1. Location Voluntary Overtime List**

With each shake-up, the Location Voluntary Overtime List is established in seniority order.

### **1a. Scheduled Overtime**

The most senior qualified person on the voluntary list at the location will be offered the first overtime opportunity. If that person works, declines, is unavailable or not qualified for the overtime opportunity, he/she moves to the bottom of the list and the next person on the list will be solicited. Solicitation of volunteers will be made down the list until the assignment is accepted or the list is exhausted.

The next overtime opportunity starts again with the Location Voluntary Overtime List, with the overtime opportunity being offered to the next person on the rotating list, not the most senior person at the location.

If no one on the Location Volunteer Overtime List accepts the overtime opportunity, the manager then moves on to the System Voluntary Overtime List.

### **1b. Unscheduled Overtime**

For unscheduled overtime only, the Location Voluntary Overtime List Scheduled Overtime process is followed, except employees solicited for voluntary overtime using the Location Voluntary Overtime List must be able to arrive no later than two hours from the original start time of the shift. If no one on the Location Voluntary Overtime List volunteers, and before going to the System Voluntary Overtime List, the manager has the option of offering all or part of the vacant shift hours to employees from the previous shift and/or employees from the shift that follows the shift with the overtime need. E.g.: Working doubles or splitting the work into two assignments (not necessarily equal splits of the hours available).

#### **Note:**

Management has the right to holdover the previous shift until the vacant shift can be filled.

When filling an unscheduled overtime assignment using the Location Voluntary Overtime List, the System Voluntary Overtime List or by using the Mandatory Overtime List, the employee must be able to report to work at the location by no later than two hours from the vacant shift start time or they will be passed over.

#### **Note:**

RTOSs are permitted to work a maximum of twelve (12) hours per shift, including pre- or post- hours, per PUC regulations and for safety reasons, all TOS working in the Bus Operations Control Center and working Vehicle Operations are permitted to work a maximum of twelve (12) hours per shift.

## **2. System Voluntary Overtime List for a Location**

With each shake-up, the System Voluntary Overtime List at the location is established in seniority order.

If no one on the Location Voluntary Overtime List volunteers, then solicitation of the System Voluntary Overtime List for the location will begin with the most senior qualified person on that list. Solicitation will move down that list in the same fashion as described in the location voluntary process. System volunteers are qualified volunteers who have taken the self-initiative to submit a proper written request to work overtime at locations other than their home work location.

For unscheduled overtime only, employees solicited for voluntary overtime using the System Voluntary Overtime List, must be able to arrive no later than two hours from the original start time of the shift.

When an employee places his/her name on the System Volunteer Overtime List at a work location other than their home work location, the employee must immediately notify his/her Manager that he/she has done so. Whenever voluntary overtime is offered and accepted at another work location, the employee must immediately notify his/her home work location Manager as to the details of the work assignment accepted at that location.

The next overtime opportunity starts again with the Location Voluntary Overtime List.

If no one on the System Volunteer Overtime List accepts the overtime opportunity, the manager then moves on to the Mandatory Overtime List.

## **3. Mandatory Overtime List**

With each shake-up, the Mandatory Overtime List at the location is established in inverse seniority order.

If no one on the System Voluntary Overtime List volunteers, then mandatory overtime will be assigned in inverse seniority order starting at the bottom of the seniority list for that location. The Mandatory Overtime List is composed of all qualified employees at the work location. The same perpetual rotating basis will be used as described in the location voluntary process, except in inverse seniority order.

For unscheduled overtime only, employees solicited for mandatory overtime using the Mandatory Overtime List, must be able to arrive no later than two hours from the original start time of the shift.

The next overtime opportunity starts again with the Location Voluntary Overtime List.

If no one on the Mandatory Overtime List accepts the overtime opportunity, the manager then moves on to assigning the work to a Temporary Employee (Actor).

#### **4. Temporary Employees (Actors)**

Temporary employees (actors) shall be used only after the process described above is fully followed to its end and without successfully filling the overtime assignment. Prior to assigning the work to an actor, the manager must thoroughly document that the process described above was followed.

#### **Note:**

Management is responsible for establishing and maintaining Voluntary, System and Mandatory Overtime Lists and making these lists available for AFSCME and employee review.

Employees are responsible for providing current contact information to the home work location Manager and each location that he/she has submitted a request to work voluntary overtime.

System Volunteer Overtime volunteers must resubmit proper overtime requests to all work locations at each shake-up.

For the purpose of this document and to properly correlate language contained in it to Article 31 (Overtime), System and Bargaining Unit are considered to mean the same thing.

For the purpose of this document and to properly correlate language contained in it to Article 31 (Overtime), Location, Work Location and Job Site are considered to mean the same thing.

Following the shake-up, volunteers may be added or subtracted at any time to or from the Location Voluntary Overtime List and the System Voluntary Overtime List. When added, the employee is added to the list in seniority order. When added, the employee's next overtime opportunity occurs when the rotation reaches him/her.

For unscheduled overtime, past practice and continued practice will be that management has the right to holdover the previous shift until the vacant shift can be filled.

For all scheduled overtime, the employee must arrive at the location by no later than the shift start time. This applies regardless of whether the employee was offered overtime from the Location Voluntary Overtime List, the System Voluntary Overtime List or the Mandatory Overtime List and regardless of whether the employee works at the location or at another location.



APPENDIX D

LACMTA HR POLICY 11 – MEDICAL/DENTAL BENEFITS



**Metro**

HUMAN RESOURCES POLICY 11

**Medical/Dental Benefits**

- 5.2 HR 12 - Termination of Employment
- 5.3 HR 3-14 Reduction in Force
- 5.4 HR 6.1 Family and Medical Leave
- 5.5 HR 11 Military Leave
- 5.6 HR 6.6 Personal Leave

**6.0 ATTACHMENT**

**TABLE**

Employees who retire between age 50 and 65 with 5 or more years of service are eligible for continued enrollment in medical *and* dental plans as described in Sections 1.3 and 1.5 of this policy.

In addition to the “active employee” contribution, retirees are required to pay a percentage of the employer’s cost, based on the following table:

<u>Years of Service</u>	<u>Retiree Contribution</u>
25+	0%
24	4%
23	8%
22	12%
21	16%
20	20%
19	24%
18	28%
17	32%
16	36%
15	40%
14	44%
13	48%
12	52%
11	56%
10	60%
9	64%
8	68%



**Metro**

**Medical/Dental Benefits**

7	72%
6	76%
5	80%

For example, assume the total premium is \$500, and the active employee contribution is 10%.

Total premium:	\$500
Active contribution @10%:	\$50
Employer's cost:	\$450

A retiree with 10 years of service would pay \$320

Active contribution: \$50 plus  
 Retiree contribution (60% of \$450) \$270

Total Retiree contribution: \$320

**7.0 PROCEDURE HISTORY**

8/8/05 Revised to include language regarding active Part-time employees' eligibility in the Flexible Benefits Program; modifies definition of domestic partner and gives domestic partners the same rights/benefits as those received by spouses; and provides eligibility for reimbursement for the Medicare Part B premium to employees who elected to waive medical/dental plan coverage and were not enrolled as active employees immediately prior to retirement.

7/10/06 Revised to provide retirees reimbursement for basic Medicare Part B premiums.