

AGREEMENT BETWEEN

Los Angeles County Metropolitan
Transportation Authority

&

International Brotherhood of
Teamsters Local 911

October 1, 2010 to June 30, 2014



MetroTM



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PREAMBLE

PURPOSE OF CONTRACT

The parties set forth the terms of this Agreement for the purpose of developing a labor relations environment that is conducive to improving service to the public and a harmonious relationship between the Teamsters, its members, and the LACMTA, while providing equitable wages, hours, and terms and conditions of employment.

ARTICLE 1

RECOGNITION AND BARGAINING

1.1 RECOGNITION

The Los Angeles County Metropolitan Transportation Authority (LACMTA) recognizes the International Brotherhood of Teamsters Local 911 (Teamsters) as the exclusive representative for the purpose of collective bargaining, with respect to rates of pay, wages, hours of employment and working conditions, for all LACMTA employees in the bargaining unit.

1.2 DEFINITIONS

The parties agree that the term “employee” wherever used herein, whether singular or plural, means and applies only to those employees of the LACMTA within said bargaining unit, and that this Agreement covers only said employees.

1.3 NON-DISCRIMINATION

The LACMTA and the Teamsters agree that no employee shall be discriminated against because of Union Stewardship, Union Membership non-membership, race, religion, age, sex, sexual orientation, handicap, or national origin or for any other unlawful reason.

1.4 COMPOSITION OF BARGAINING UNIT

The bargaining unit shall be comprised of all employees included within the classifications set forth in Article 5 of this Agreement.

ARTICLE 2

CONTINUITY OF SERVICE TO THE PUBLIC

2.1 AGREEMENT

It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and laws of the governmental authorities; therefore, the parties contract that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with such rules, regulations or laws. To the extent that any of the terms or provisions of this Agreement shall be in conflict, inconsistent or incompatible with any such rules, regulations, or laws presently in effect or to be enacted during the terms of this Agreement, they shall be void and invalid, but all other terms and conditions of this Agreement shall remain in full force and effect. Such invalid terms and provisions will be reconsidered and renegotiated by the parties within thirty (30) days of the effective date of any such rules, regulations or laws.

2.2 NO-STRIKE CLAUSE

During the terms of this Agreement, neither the Teamsters nor its members shall call or engage in any strike.

2.3 NO LOCKOUT CLAUSE

During the term of this Agreement, the LACMTA shall not cause or permit any lockout of any its employees.

2.4 JOINT LABOR MANAGEMENT COMMITTEE

The MTA and the Teamsters Local 911 are committed to working together to make the MTA a safer and more secure organization for the benefit of the Public, the patrons and staff of the MTA. The parties agree to work together on a Joint Labor Management Committee to address issues regarding on-going and new hire training; uniforms, equipment, along with other items of interest to either party. Agreements reached at the JLMC will be memorialized in writing.

ARTICLE 3

LACMTA RIGHTS

3.1 DISCIPLINE

The Teamsters recognizes that willful infractions of the LACMTA's Rules and Regulations will constitute cause for disciplinary action.

3.2 RETENTION OF AUTHORITY

It is understood and agreed that any of the rights, powers, or authority the LACMTA had prior to the signing of this Agreement are retained by the LACMTA except those specifically abridged, granted, or modified by this Agreement.

3.3 MANAGEMENT RIGHTS

The Management of the LACMTA and the direction of the working forces, including, but not limited to, the right to hire, suspend, or discharge for just cause, assign or transfer employees, adopt new or changed methods of performing the work, prescribe reasonable general work rules, and to contract out work, is vested exclusively in the LACMTA, and the LACMTA retains all rights that it legally had, subject to the restrictions of law or a specific provision of this Agreement.

3.4 It is agreed that the provision of Article 3.3 - Management rights remains unchanged. The LACMTA reserves the right to utilize the services of outside security services at its discretion. It is not the intent of the LACMTA to remove the work covered by the contract between the LACMTA and Teamsters. If the LACMTA elects to contract out security services, the LACMTA will notify the Teamsters prior to the implementation of such action. The Teamsters may request, and the LACMTA agrees to meet and discuss the impact, if any, of subcontracting such work, prior to its implementation.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

4.1 RESPONSIBILITIES

It is agreed that the Teamsters and the LACMTA shall endeavor to administer this agreement in a responsible manner and to cooperate with each other in order to achieve the goals set forth in Article 1.

4.2 GRIEVANCE INVESTIGATION

The LACMTA agrees to grant official representatives of the Teamsters the access to and right to discuss with any affected employee any grievance or problem arising under the terms of this Agreement during working hours, provided that advance notice is obtained from LACMTA Management whenever possible.

A Steward may leave his/her work during working hours with permission of the immediate Supervisor for the purpose of presenting a grievance for adjustment to the grievant's Supervisor or Watch Commander when so requested by an employee.

The LACMTA shall pay a Shop Steward a reasonable amount of time at straight time per month for the processing and presentation of grievances. The Union shall request such time to be paid to the various Shop Stewards in increments of thirty (30) minutes; such time shall be cumulative up to a maximum of forty (40) hours per year.

Each party will cooperate with the other in reducing to a minimum the actual time spent by Stewards in investigating, presenting and adjusting grievances or disputes.

4.3 COLLECTIVE BARGAINING TIME

A mutually agreed upon number of employees may serve on the negotiating team at any one time.

Employees participating in the meet-and-confer process shall be entitled to receive pay and benefits from the LACMTA for up to ten negotiating sessions.

4.4 UNION BUSINESS

A Steward may be granted permission to leave work during working hours to attend a Union meeting if the Supervisor or Watch Commander is given forty eight (48) hours notice. Time spent at such Union meetings will not be paid by the LACMTA.

ARTICLE 5
COMPENSATION

5.1 SALARY SCHEDULE

- A. The hourly salary schedule for all Transit Security Officer I's hired after October 1, 2010 is as follows:

Step	10/01/2010
A	12.50
B	13.50
C	14.25
D	15.00

Transit Security Officer I's will be compensated in the following manner: new hires will initially be compensated at Step A and remain there for a twelve (12) month period before progressing to Step B; after twelve (12) months at Step B progress to Step C; after twelve (12) months at Step C progress to Step D.

Transit Security Officer I's who promote to Transit Security Officer II will begin the Transit Security Officer II salary schedule at Step A, with the following exceptions: TSO I's at Step C will initially be compensated at TSO II Step B, and TSO I at Step D will initially be compensated at TSO II Step C. Newly promoted TSO II's shall follow the identical step compensation progression periods as TSO II new hires.

- B. The hourly salary for Transit Security Officer II's is the following:

Step	10/1/2010
A	14.40
B	15.34
C	16.27
D	17.33
E	18.19
F	19.12
G	21.41
H	21.83

Transit Security Officer II's will be compensated in the following manner: new hires will initially be compensated at Step A and remain there for a six (6) month period before progressing to Step B; after twelve (12) months at Step B progress to Step C;

and progression to each subsequent step will occur twelve (12) months after the prior progression.

C. The hourly salary for Senior Transit Security Officers is the following:

10/01/2010

\$22.94

D. Transit Security Officer I's hired prior to October 1, 2010 shall retain the current rate of pay.

The LACMTA may at any time eliminate one or more of the entry steps in the wage progression. Any Officers who are in the step(s) which is being eliminated will be moved up to the next step.

5.2 PREMIUM PAY

A. Field Training Instructor

Transit Security Officers designated by the Director of Security as Field Training Instructor shall receive an additional \$1.15 per hour during the time they physically perform the duties of Field Training Instructor.

This shall be in addition to any other compensation provided under any other provision of this Agreement. This premium does not include those personnel who on occasion may be required to work with a new recruit.

B. Dispatcher

Transit Security Officers and Senior Transit Security Officers shall receive an additional \$1.15 per hour during the time they physically perform the duties of Dispatcher.

C. Rangemaster or Armorer

Transit Security Officers and Senior Transit Security Officers who are qualified and designated by the Director of Security as Rangemaster or Armorer, shall be paid an additional \$1.15 per hour during the time they physically perform the duties of Rangemaster or Armorer.

D. Canine Officer

Transit Security Officers and Senior Transit Security Officers who are qualified and selected for a canine assignment and perform in such assignment, shall be paid an additional \$1.15 per hour for all pay hours during the period they are on a Canine Assignment. With the exception of those Senior Transit Security Officers who are

qualified and have been selected to perform in the Canine Assignment as of June 30, 2012, no Transit Security Officer may perform the duties of both the Canine Assignment and a Senior Transit Security Officer. The Canine Assignment duties will be filled at the sole option of Metro management.

Canine Officers will be paid an allowance of \$15 per day (7 days a week). This \$15 is meant to be an allowance and is not included as time worked for the calculation of overtime.

The Canine Assignment will be a flexible schedule, in which work assignments and hours may vary depending on the need and demand for the services of the canine unit.

The Canine Assignment is unique and the successful candidate for the assignment must be selected and meet and maintain all of the conditions and qualifications for the position, including a minimum three (3) year commitment to work exclusively on canine duty.

A Canine Officer who is required to be "on call" shall be paid an allowance equal to one (1) hour pay for each twenty four (24) hour period on call. When a Canine Officer is "called in" from "on call" they will work and be paid for a minimum of four (4) hours at an overtime rate.

E. Acting Sergeant / Field Supervisor

Senior Transit Security Officers assigned the duties of Acting Sergeant or Field Supervisor shall receive five percent (5%) in addition to any other compensation under any other provision of the collective bargaining agreement while performing the duties of Acting Sergeant or Field Supervisor.

F. Watch Commander

Senior Transit Security Officers assigned the duties of Watch Commander shall receive five percent (5%) in addition to any other compensation under any other provision of the collective bargaining agreement while performing the duties of Watch Commander.

5.3 WAGE PAYMENTS

Year 1: October 1, 2010 to September 30, 2011

- o Zero

Year 2: October 1, 2011 to June 30, 2012

- o \$1,300 Signing Bonus (payable no later than 30 days after final ratification & Board approval. Employees must be on the payroll for the prior 12 months to receive the signing bonus.)

Year 3: July 1, 2012 to June 30, 2013

- \$1,000 Payment on first payday after January 1, 2013 (employees must be on the payroll for the prior 12 months to receive the payment.)

Year 4: July 1, 2013 to June 30, 2014

- \$200 Payment on first payday after January 1, 2014

ARTICLE 6

SHIFTS AND SCHEDULES

6.1 SHIFT

For the purpose of applying shift differential, the work day shall be divided into three shifts:

The day shift shall commence at 6:00 a.m. and terminate at 2:30 p.m.

The swing or evening shift shall commence at 2:00 p.m. and terminate at 10:30 p.m.

The graveyard or night shift shall commence at 10:00 p.m. and terminate at 6:30 a.m.

In all instances where the term "shift" is used, the term "watch" is considered interchangeable.

6.2 LOCKERS

Employees shall be provided lockers by the LACMTA at their work locations for the purpose of storing clothing and appropriate personal effects.

6.3 SHIFT DIFFERENTIAL

All employees who work the major portion of their work day on swing shift shall receive shift premium pay equal to three percent (3%) of the hourly rate and all employees who work the major portion of their work day on the graveyard shift shall receive premium pay equal to five percent (5%) of the hourly rate.

Transit Security Officers assigned to Revenue Collection on the early morning assignment will be paid the appropriate differential for shift.

6.4 MEAL PERIODS

Employees covered by this Agreement shall receive a thirty (30) minute meal period.

6.5 BREAK PERIODS

Employees covered by this Agreement shall receive two paid fifteen (15) minute breaks in addition to their meal period each work shift.

6.6 WORK SCHEDULE

The LACMTA reserves the right to establish staffing levels, work shifts, days off, qualifications and assignments. Once established this work will be posted by shift,

days off, and assignments and will be bid by qualified bidders in seniority order on an annual basis. Officers in their probationary period will not bid but will instead be assigned by LACMTA. Officers with a valid hardship may present this to the LACMTA Director of Security for approval of reassignment.

The LACMTA agrees to notify the Teamsters in advance of any changes in Department procedures established for Transit Security Officer shift assignments. Within forty-five days of the scheduled time to bid shifts, LACMTA will present the proposed shifts to the Teamsters. The Teamsters will have ten working days during which to hold a meeting to meet and confer with LACMTA about the proposed shifts, and five working days after the meeting to present written comments about the proposed shifts. LACMTA will then give the Teamsters a copy of the final bid sheet prior to the scheduled time for bidding.

6.7 LONGEVITY

Transit Security Officers I and II, with twenty (20) or more years of departmental service shall be given preference as to work location, provided the operational needs are satisfied.

6.8 INTERNAL POSTINGS

Anytime there is an internal posting for Senior Transit Security Officer position or any other position with an additional pay premium, a list of all applicants who have applied and are deemed eligible by the Authority's Human Resources shall be submitted to the MTA Director of Security and the Union. When the MTA Director of Security determines that two or more employees are essentially equally qualified to fill a position, the seniority shall be the deciding factor in filling that position. A promotional decision made by the MTA Director of Security shall be final.

ARTICLE 7

ISSUANCE OF PAYCHECKS

7.1 PAY PERIODS AND PAYDAYS

Pay periods will end every other Saturday night to include all assignments for the last day of the pay period. Paychecks will be issued bi-weekly on the first Friday following the close of the pay period, except in those weeks in which a holiday occurs. Every effort will be made to issue paychecks during the week when the holiday falls. If unable to issue checks and make delivery on Friday, the checks will be issued no later than the following Monday.

7.2 VACATION ALLOWANCE

Paychecks for vacation allowance will be made available to employees before vacation begins, provided a request is made at least ten days prior to the beginning of vacation.

Paychecks for regular work days will not be made available for persons receiving payment for vacation allowance in advance of regular paydays.

ARTICLE 8

OVERTIME

8.1 REGULAR OVERTIME PROVISION

All employees shall be paid one and one half (1½) times their straight time hours for all work they perform in excess of forty (40) hours per week, at their regular straight time hourly rate of pay.

Sick leave time shall not be counted as time worked for the computation of overtime pay.

8.2 REPORT TIME PAY

In the event a unit member reports to work for a scheduled shift or scheduled overtime, and the Watch Commander determines that he/she is not needed to work and must be sent home, the unit member shall be entitled to three (3) hours overtime pay at one and one half (1½) times their regular straight time hourly rate of pay.

8.3 PROVISION AGAINST PYRAMIDING

Where more than one (1) provision is involved, only that provision which creates the greatest compensation shall apply.

8.4 OVERTIME CALCULATION

Overtime shall be calculated and compensated on a minute-by-minute basis.

8.5 OVERTIME SCHEDULING

As overtime requirements are identified on an assignment, they shall be filled in accordance with the following procedures:

- A. Qualified employees on the same shift as the overtime assignment shall be contacted and offered the overtime work in seniority order. Overtime shall be distributed equally among qualified employees in their respective classifications when practicable on a rotation basis. 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 rotation is concerned. The rotation process will start over on the first day of each month;
- B. Overtime – Revenue and Sweep Team
In the event that overtime is needed for the Revenue and Sweep Team assignments, overtime shall be offered in seniority order to Security Officers

currently assigned to work the Revenue or Sweep Team assignment on that shift where overtime is needed.

If the overtime is unable to be filled by regularly assigned Officers on the Revenue or Sweep Team on the shift where overtime is needed, then Officers assigned to that shift (i.e., Day, E.M.) and who are assigned to Patrol or Gateway Building (USG) assignments will be given the opportunity to work the overtime. Overtime scheduling will be canvassed in seniority order.

- C. If the overtime assignment is not filled as set forth in above, the overtime assignment shall be posted and thereby made available to employees on other shifts. A more senior employee, on another shift, may displace the employee who bid the overtime assignment, up to seventy two (72) hours before the start of the overtime assignment.
- D. If an employee voluntarily signs up for overtime, he or she will not normally be reassigned unless such reassignment is necessary to manage the operation.

The above procedure is only applicable when the overtime requirement is known to the Department at least seventy two (72) hours prior to the time of such available overtime.

Absent the seventy two (72) hours advance knowledge or if the LACMTA is unable to fill the overtime after exhausting the shift seniority list, the LACMTA reserves the right to schedule employees as it deems appropriate to meet LACMTA needs.

8.6 SCHEDULING OF OVERTIME FOR "SPECIAL EVENTS (i.e., for the Rose Bowl Parade, Hollywood Bowl, etc.)

All Officers available to work on an overtime basis for "Special" Events during the following quarter will notify the Watch Commander/Security Coordinator in writing prior to the scheduling date for the next quarter.

The names of these volunteers will be posted by classification in seniority order.

During the deployment period the person drawing up the daily schedules shall ask those Officers listed, in seniority order, to work overtime for special events.

Officers who are offered and accept this overtime assignment will be placed on the daily schedule and all work day and other rules relating to a normal work shift will apply.

The overtime list for "special events" shall be established each quarter in seniority order. Officers shall be offered overtime in seniority order of the established list starting with the most senior Officer for each event. This method will be utilized regardless as to the number of "special events" that occur within that quarter.

Officers, who are offered and refuse this overtime, shall be treated as if he/she had worked as far as his/her turn in the rotation is concerned. The rotation list will start over on a quarterly basis.

The above procedure only applies to overtime scheduling for "special events" and is only applicable when the request for Officers for special events is received at least seventy two (72) hours prior to the commencement of the security assignment. If seventy two (72) hours notice is not received, the LACMTA reserves the right to schedule employees, as it deems appropriate to meet its operational needs.

8.7 MANDATORY OVERTIME

In the event that overtime is not filled by voluntary overtime, said overtime will be assigned in inverse seniority order rotation, within classification. The rotation process will start over every two months.

ARTICLE 9

WORK DAY AND WORK WEEK

9.1 GUARANTEE

All employees covered by the Agreement, who are available and work their assignments, shall be guaranteed eight (8) hours per day, and forty (40) hours per week, except as provided elsewhere in this Agreement.

Employees who are absent from duty and unavailable for work for part of a day, shall receive pay on a minute basis for only the portion of a day worked, and the minimum allowance of eight (8) hours shall not apply.

9.2 LENGTH OF WORK DAY AND WORK WEEK

In all classifications, work shifts shall be set up on the basis of eight (8) hours per day, forty (40) hours per week. The Teamsters and the LACMTA will meet and confer over alternative work schedules prior to implementation.

ARTICLE 10

MILEAGE

10.1 LACMTA BUSINESS

Any employee covered by this Agreement who is required by the LACMTA to use his/her personal car on LACMTA business or to travel from one assigned location to another, after signing on for duty, shall be compensated for such travel at the LACMTA's mileage rate.

10.2 INSURANCE COVERAGE

Any employee desiring benefits pursuant to this Article must comply with applicable insurance requirements established by the LACMTA.

ARTICLE 11
LEAVES OF ABSENCE

11.1 PERSONAL LEAVE

A. Short-Term Leave

Any employee covered by this Agreement may, upon written permission from the Department, be granted a leave of absence of up to fifteen (15) working days, provided that the employee gives forty eight (48) hours notice prior to the commencement of the leave. Employees granted such leave must use any accrued vacation time or floating holidays for compensation during such leave. Such personal leave may be used for the following reasons:

1. Personal emergencies where the employee must be away from work for a short period to resolve urgent personal business.
2. Inability to report for work because of natural causes, such as severe weather, earthquake, flood, fires, road conditions, which prevent the employee from reporting to work.

Such absences may be unpaid if the employee has no accrued time off available.

B. Long-Term Personal Leave

All leave of absence in excess of fifteen (15) calendar days or more may be requested by completing a leave of absence request in memo form, which must be approved by the employee's Department Head, the Director of Personnel, and the appropriate Executive Staff member. The approval shall not be withheld for capricious or discriminatory reasons.

C. Benefits During Personal Leave

Employees on Personal Leave of Absence of up to ninety (90) days will continue to receive and accrue all their benefits. The employee on leave of absence for fifteen (15) days or more shall be billed for normal life, dental and medical insurance premiums and any other employee benefits requiring payroll deductions during a period in which no gross pay is earned. Unpaid contributions will be collected upon return to work, by taking a double deduction until the unpaid balance is paid in full, providing that such double deductions do not constitute a hardship on the employee. In the event of such "hardship", arrangements will be made with the employee for the repayment schedule. In the event of a leave of absence in excess of ninety (90) days, the employee who does not have paid time off accrued will be required to pay one half (½) of the cost of medical, life, dental and long-term disability insurance.

11.2 EXTENDED LEAVE OF ABSENCE DUE TO ILLNESS OR INJURY

Employees covered by this Agreement who are disabled from their present position due to illness, injury, pregnancy or child birth are eligible for an extended leave of absence.

An extended leave of absence is defined as an absence due to illness or injury for a period from fifteen (15) consecutive working days up to twelve (12) months from the last day worked.

A Leave of Absence may be granted, without loss of seniority, when employees submit medical verification of their illness or injury and of their inability to return to their current position due to their temporary disability. This verification must be in the form of an Attending Physician's Statement and must include an approximate return-to-work date. Employees who are off work and are not expected to return to work for an extended period (30 calendar days or more) of time shall be placed on Indefinite Leave. While on an extended Leave of Absence, the employee must submit an Attending Physician's Statement within thirty (30) days of the last Attending Physician's Statement on file and on a monthly basis thereafter to substantiate the employee's inability to perform his/her regular duties and provide an expected return to work date. Failure to submit an updated Attending Physician's Statement in a timely manner each month may subject the employee to disciplinary action.

If an employee returns to work from an extended Leave of Absence and subsequently becomes disabled again, the LACMTA will review the reasons for the request and the employee's record to determine whether or not to grant the request. If the LACMTA decides not to grant the request, the Teamsters will be notified.

Employees returning to work after an extended illness must provide a release from their doctor permitting them to resume their duties.

While the employee is on leave of absence, due to illness or injury, the LACMTA will continue to provide the LACMTA-paid portion of life insurance coverage and maintain the employees in the medical, dental and vision insurance programs. Employees will be billed for their normal payroll deductions for pension contributions, supplemental life, accidental death and dismemberment insurance, and, if applicable, dependents' medical coverage. These benefits will terminate at the expiration of the leave of absence. Employees may continue their benefits by converting to an individual plan, if their policy has provision for conversion.

Employee contributions to the pension plan will be deferred until the employee returns to work or severs his/her relationship with the LACMTA.

This provision does not affect State of California Workers' Compensation benefits being received by an occupationally injured employee.

Medical coverage benefits will terminate at the expiration of the leave of absence. Employees may continue their benefits by converting to individual plans, if their policies have provisions for conversion, or they may remain in their current plans for a limited period if they pay the premium(s) to the LACMTA pursuant to the Rules and Regulations under the COBRA Federal Legislation (Public Law 99-272, Title X).

11.3 FAMILY CARE LEAVE

Family Care Leave will be granted in accordance with LACMTA policy, in conformity with the Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Employees eligible for family care and/or medical leave under the LACMTA's policy may take up to twelve (12) work weeks of leave in a "rolling" twelve (12) month period for one of the following reasons:

- (1) to care for the employee's child after birth, or placement with the employee for adoption or foster care;
- (2) to care for the employee's spouse, child or parent who has a serious health condition; or
- (3) for a serious condition that renders the employee unable to perform his/her job.

Employees may use one half (½) of their annual sick leave accrual for the care of family members. Employees may use all of their sick leave for the employee's serious health condition. Employees may utilize other paid leave banks to continue in a paid status while on a Family Care Leave.

Applicable leaves granted pursuant to Sections 11.2 and 11.3 will be included in the twelve (12) weeks of Leave of Absence authorized for Family Care and/or Medical Leave.

Any other leave of absence, i.e., worker's compensation, short or long term disability, etc., may be counted as Family Care Leave by LACMTA with notice to the employee, as required by law.

11.4 BEREAVEMENT LEAVE

A Bereavement Leave of Absence up to three (3) consecutive working days shall, without any reduction in pay, be granted to employees as a result of a death in the immediate family. The immediate family is defined for the purposes of applying this section of Article 11 as employee's parents (including step-parents or foster parent); grandparents; sisters; brothers; spouse and children; spouse's parents (including step-parents or foster parents); grandparents: sisters and brothers; grandchildren of the employee or the employee's spouse.

An employee who has a death in the immediate family and who actually travels outside a three hundred fifty (350) mile radius to attend the funeral or memorial service will be allowed two (2) additional days of bereavement leave for the purpose of travel, provided the funeral or memorial service is held at the time of the death of the relative.

The bereavement leave must include the day of the funeral or memorial service or be in connection with the day of death, and must be the employee's regular scheduled work days.

Employees may use up to five (5) days of accrued floating holidays and/or vacation in conjunction with bereavement leave with the approval of their Supervisor.

The Supervisor must be notified as soon as possible when an employee intends to request Bereavement Leave. The Supervisor may request proof of the date of the funeral or memorial service or the death and the relationship of the deceased to the employee. Proof consists of printed documentation of the funeral date, including funeral cards, announcements, or newspaper articles and notices.

11.5 MILITARY LEAVE

Any employee subject to the terms of this Agreement who is called into or enlists in the Armed Forces of the United States or its allies (during a national emergency), shall be given a leave of absence in accordance with the regulations of the National Law affecting military service.

Payment of Military Leave will be in accordance with the applicable State Law for any employee who is called up for short periods of reserve duty for the U.S. Armed Forces or National Guard, e.g., two week training periods (not including periods such as one night drills or weekend duty).

Military leave with pay will not be granted for Inactive Duty or Training (weekend drills, appointments for physical exams, etc.). However, the LACMTA will cooperate and assist, to the degree work requirements allow, by adjusting employees' schedules and by allowing employees to trade days off to attend Inactive Duty or Training activities.

ARTICLE 12

SICK LEAVE

12.1 ACCRUAL

Employees accrue (8) hours of paid sick leave per each two (2) months of service from their date of hire to the second anniversary of employment.

Beginning on the second (2nd) anniversary of employment, and continuing up to the sixth (6th) anniversary of employment, employees accrue 13.333 hours of paid sick leave after each two (2) month period of service.

Beginning on the sixth (6th) anniversary of employment and annually thereafter employees will accrue twenty (20) hours of paid sick leave after each two (2) month period of service.

The maximum accumulation allowed is two hundred ten (210) days (1680 hours) of sick leave. One hundred percent (100%) of accumulated sick leave is payable upon death, and seventy five percent (75%) is payable upon retirement.

12.2 SICK LEAVE CASH OUT

In October of each year, employees may cash out sick leave at seventy five percent (75%) of the value of the hours being cashed out, with a minimum balance requirement of one hundred twenty (120) hours after the cash out.

Under an extenuating circumstance and with approval of the Deputy Executive Officer of Human Resources, an employee may cash-out sick leave at anytime during the calendar year.

12.3 STATE DISABILITY INSURANCE

Sick leave may be offset by State Disability Insurance (SDI) or Workers' Compensation, where applicable.

When sick leave is paid in conjunction with SDI benefits or Workers' Compensation, the employee's monthly salary is converted to an hourly rate and he/she is paid the difference between the outside benefit and his/her days' normal pay. Only that proportion of sick time actually paid to the employee is charged against his/her accrued sick leave.

12.4 DOCTOR'S RELEASE

After a verbal counseling an employee may be required, at his/her Supervisor's discretion, to bring a doctor's release upon returning to work when he/she is absent because of illness or injury.

Before returning to work from sick leave or a leave of absence due to illness or injury, an employee will be required to submit a doctor's release if he/she has been hospitalized for any reason or if he/she is absent for fifteen (15) successive working days. This release shall indicate that the employee is released to return to work and whether there are any medical restrictions that prevent the employee from performing all of his/her essential job duties. Failure to present this doctor's release when requested may result in the employee being withheld from service without pay, sick pay, or other compensation until an acceptable release is presented.

If an employee becomes ill for more than three (3) days during his/her scheduled vacation time he/she may submit a doctor's verification of his/her illness in order to utilize his/her sick leave benefits instead of vacation time. The vacation time missed will then be rescheduled at a later time.

An employee may take a leave of absence due to illness as provided for in Article 11 of this Agreement.

To care for an ill spouse, dependent child, or parent, a unit member may be authorized to use up to one half ($\frac{1}{2}$) of the annual accrual of sick leave. Such leave may be included in the twelve (12) weeks of Leave of Absence authorized for Family Care and/or Medical Leave.

An employee may take a leave of absence due to illness as provided for in Article 11.2.

12.5 LEAVE DONATION

Employees may donate sick leave hours to other employees who may need additional hours due to unique and unusual circumstances. The hours donated will not extend the normal leave period of the employee receiving the donated hours.

ARTICLE 13
VACATIONS

13.1 VACATION ACCRUAL

On June 1st of each year, employees will earn paid vacation as follows:

<u>AMOUNT OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
1 Year Service	2 Weeks
5 Years Service	3 Weeks
10 Years Service	4 Weeks
15 Years Service	5 Weeks
26 Years Service	6 Weeks

If an employee's hire date is other than June 1st, during the first year of employment the employee's vacation is prorated at one twelfth (1/12) of two (2) weeks for every month of service.

Vacation should be taken prior to June 1st of the year following the date earned. Vacation balances for the previous year may be carried forward to a maximum of 480 hours.

Any employee, who by reason of illness, injury or leave of absence, is absent from his/her duties for one hundred (100) working days or less during the year's service, will be entitled to a full vacation.

Employees absent from their duties for more than one hundred (100) working days during the year will be entitled to only one twelfth (1/12) of their normal vacation for each month, or major fraction thereof, they worked. These employees will not be entitled to their bonus week.

Employees absent because of injury sustained while on duty will not be subject to this provision.

The sole factor for determining vacation accrual will be the employee's years of service with the agency.

13.2 VACATION BIDDING

Bidding for vacation benefits will be conducted once a year. Seniority privileges, as defined in 27.1, will prevail until April 1st of each year. Personnel who do not submit their vacation request by April 1st will not be permitted to exercise seniority privileges.

Employees who choose to defer all, or a portion of, their vacation benefits, will be permitted to do so, but will relinquish seniority and bidding privileges until remaining departmental personnel have concluded bidding.

Employees may split their vacation periods at the time of initial bids. If the entire vacation is not bid initially, the employee must wait until all others have made an initial bid, and then may, in seniority order, select the remainder. He/she will then be allowed to split as many times as he/she desires provided there are sufficient vacation periods open.

Subject to approval of the appropriate Supervisor, employees will be permitted to modify vacation dates in instances of proven emergencies only.

ARTICLE 14

HOLIDAYS

14.1 DESIGNATED HOLIDAYS

All employees covered by this Agreement are entitled to thirteen (13) holidays each year, paid at eight (8) hours at the straight time rate of pay. They are:

NEW YEAR'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY
SEVEN (7) FLOATING HOLIDAYS*

*Earned as of June 1st of each year

14.2 FIXED HOLIDAYS

Of the thirteen (13) holidays earned each year, six (6) are considered fixed, that is, they are official national holidays. These fixed holidays are to be taken on the official day unless the LACMTA requires the employee to work.

Fixed holidays will be paid on the day the actual holiday falls and not moved to any other designated day regardless of whether the holiday falls on a weekday or weekend.

If required to work on a holiday, the employee will receive two and one half (2½) times pay for such work if the employee works the full shift. If a holiday falls on a regularly scheduled day off, the employee will be paid eight (8) hours holiday pay at the straight time rate. If a holiday falls during vacation or bereavement leave, the employee will be paid eight (8) hours holiday pay at the straight time rate. If a holiday falls on a Sunday, it will be recognized on that Sunday.

If an employee is scheduled to work on a fixed holiday and requests the day or time off and the request is granted by the Watch Commander or designee, the employee shall receive holiday pay, and will not be required to use his/her floating holiday or vacation bank.

If a fixed holiday occurs while the employee is absent due to sickness or on a leave of absence, he/she will not be paid for that holiday.

The employee must work eight (8) full hours before and after a holiday to receive pay for it.

14.3 FLOATING HOLIDAYS

The remaining seven (7) holidays are considered floating. Floating holidays must be approved in advance by the Director of Security or designee. The employee shall provide the LACMTA with a five (5) day notice when he/she desires to use a floating holiday.

The Director of Security or designee may grant or deny a floating holiday when extenuating circumstances exist.

Employees may accumulate and carryover from year to year a maximum of three (3) floating holidays. If Director of Security or designee is unable to authorize an employee to utilize the floating holidays, any floating holidays remaining at year end, in excess of the three which may be carried forward, shall be paid off.

All holidays are guaranteed, which means that the employees earn holidays when they are on vacation, or during approved paid leave(s) other than sick or indefinite leave.

ARTICLE 15

TRANSPORTATION PASSES

15.1 EMPLOYEE AND DEPENDENTS

Each employee will be given transportation privileges at the time of employment; and his/her spouse will receive these privileges after completion of the employee's probationary period. Employee's dependent children will be given school transportation privileges after completion of employee's probationary period. Retired employees, in the application of this rule, are considered employees. Upon the death of the retiree, the spouse and dependent children will continue to be granted free transportation for life or until remarriage of the spouse.

15.2 EMPLOYEES TAKING CASH SEVERANCE IN LIEU OF RETIREMENT

Employees eligible for retirement but electing to take cash severance benefits in lieu of retirement benefits under the Retirement Income Plan will, retroactive to May 29, 1969, be considered in the same category as retired employees, in the application of this transportation privileges rule.

15.3 REPORTING OF LOST PASSES

Lost passes must be immediately reported to the employee's Division or Department. Failure to report loss of pass, allowing an unauthorized person to use said pass, defacing, or destroying or vandalizing LACMTA property will result in cancellation of the pass privilege.

15.4 REPLACEMENT OF LOST PASSES

A fifteen dollar (\$15.00) administrative fee will be levied for replacement of lost or stolen employee or dependent passes. This administrative fee shall be three dollars (\$3.00) for retired employees or their dependents. Only one lost or stolen pass will be replaced for each employee or dependent each year.

15.5 TERMINATION OF EMPLOYMENT

All passes must be surrendered at the time of termination of employment. Employees who fail to surrender passes will be charged twenty dollars (\$20) per month for the balance of the period for which each pass is issued.

15.6 DEATH PRIOR TO RETIREMENT

Upon the death of an employee, after the completion of ten (10) years of continuous service, the spouse and dependent children will continue to be granted free transportation for life or until remarriage of the spouse. Dependent children are

entitled to passes while under the age of nineteen (19) or under the age of twenty three (23) if a full time student.

15.7 DEFINITION OF DEPENDENT CHILDREN

For the purpose of this Section, dependent children will be considered to be eligible until their nineteenth (19th) birthday, or in the case of full-time students, until their twenty third (23rd) birthday.

15.8 FUTURE REVISIONS

Any revisions to the LACMTA's policy on Transportation Passes applicable to non-contract personnel will also apply to employees covered by this Agreement. Should the LACMTA's Transportation Passes program which corresponds to Section 15.1, 15.2, 15.3, 15.4, 15.5 and 15.6 above be discontinued or modified Section 15.1 through 15.6 shall be nullified or modified accordingly.

ARTICLE 16

UNIFORMS AND EQUIPMENT

16.1 INITIAL ISSUE OF UNIFORMS

The LACMTA shall furnish all required uniforms and equipment to new employees.

16.2 UNIFORM ALLOWANCE

The LACMTA will pay annually to each Transit Security Officer II, on July 1st of each year, the amount of nine hundred dollars (\$900.00) for the purpose of purchasing uniforms.

The LACMTA will pay annually to each Transit Security Officer I, on July 1st of each year, the amount of eight hundred thirty dollars (\$830.00) for the purpose of purchasing uniforms.

The LACMTA will provide annually to each Transit Security Officer, on July 1st of each year, a two hundred fifty dollars (\$250.00) shoe voucher. Vouchers must be used to purchase approved shoes from approved vendors.

16.3 SAFETY SHOES

All Transit Security Officers will be issued an initial pair of safety shoes.

16.4 REIMBURSEMENT TO THE LACMTA

An employee who leaves the LACMTA before completing one (1) year of service shall reimburse the LACMTA for the cost of the initial issue of uniform pants, shirts, jackets, shoes, Sam Browne gear and ties. This reimbursement will be deducted from the final pay check. After completing one year of service, these initial uniform items will become the property of the employee. Only after four (4) years of service will the Sam Browne gear become the property of the employee.

16.5 DESIGNATION OF DUTY UNIFORM

The Director of Security has the exclusive right to determine the uniform worn by members of the Department.

16.6 SEMIAUTOMATIC FIREARM

TYPE AND USE

Employees actively holding the position of Transit Security Officer II shall carry an Authority provided semiautomatic firearm. This firearm is limited to a 9 mm caliber

semiautomatic pistol, Beretta model 92F. The use of this equipment is limited to on-duty work hours set forth by the Authority.

It shall also be noted that the issuance and use of this semiautomatic firearm does not elevate the Security Officer's current status, thus this classification of employees will maintain a non-peace officers status. This firearm must never be carried in a loaded concealed manner or used off-duty for any reason except to qualify or practice off duty at a qualified firing range.

TRAINING

The Authority shall provide all active Transit Security Officer II employees the required training necessary to qualify officers to possess and use the 9 mm semiautomatic pistol. Training at the firing range for officers and other designated employees, shall be conducted by the MTA Range Master. The training time spent at the range for purposes of meeting the initial qualification requirements shall be conducted during the employee's on-duty work hours.

At the Authority's discretion, regular work schedules may be temporarily changed during the period of training. There will be no additional compensation to the employee (i.e., overtime pay, compensatory time off, etc.) as a result of the temporary work schedule change.

ARTICLE 17

BEHAVIOR CORRECTION/DISCIPLINE

17.1 APPLICATION

This Article applies to all Teamsters represented employees who have completed their initial probationary period. Disciplinary action shall only be imposed for just cause.

The Teamsters agree that its members shall fully and faithfully comply with all Transit Security Officers rules and regulations applicable to Transit Security Officers, including those relating to conduct and work performance. The LACMTA agrees that application of Department rules and regulations, which affect working conditions and performance, shall be subject to the grievance procedure.

17.2 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 for a violation of the law which causes discredit to LACMTA or the employee's position.

17.2.1 INFORMAL DISCUSSION OR COUNSELING

The Lieutenant/Sergeant 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.

17.2.2 PROCEDURES FOR THE PRE-DISCIPLINE PROCESS

LIEUTENANT/SERGEANT ACTION

LACMTA will send written notice to Teamsters and the employee within ten (10) working days after the Lieutenant/Sergeant 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.

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 Security Department (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 Teamsters and the employee. The parties may mutually agree to extend this time limit.

In the event management is considering discipline (beyond the informal discussion or counseling referenced in 17.2.1), the Lieutenant/Sergeant, Teamsters 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 be cited in any other case (except with respect to 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. A Lieutenant/Sergeant shall prepare a separate written notice to Teamsters 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.

The parties agree that a Labor Relations Representative will be a part of these IBPS meetings.

An employee who is to be disciplined has the right to be represented by the Teamsters 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.

If the IBPS process does not result in a solution acceptable to the parties, the following steps shall be followed by the Lieutenant/Sergeant prior to taking disciplinary action against a Teamsters 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 conducted by a Lieutenant. If the Letter of Charge is written for "discipline less than discharge," the hearing shall be conducted by a Sergeant.

1) Letter of Charge and Notice of Hearing

A Lieutenant/Sergeant will prepare a Letter of Charge and Notice of Hearing. The notice will include:

- a) The precise charge(s) against the employee.

- b) Copies of any previous disciplinary action letters for like behavior which are to be considered.
- c) A list of all materials supporting the Letter of Charge.
- d) A copy of all materials supporting the Letter of Charge.
- e) The date, the time and the location of the hearing will be scheduled by mutual agreement. No hearing will be held on a weekend or holiday.

The Letter of Charge and Notice of Hearing will be delivered to the Teamsters and the employee. The Teamsters 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 Lieutenant/Sergeant who issued the Notice. The Teamsters reserve 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.

2) 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. The Hearing Officer will be a Lieutenant/Sergeant who did not draft the Letter of Charge and Notice of Hearing.

3) Hearing Decision Imposing Discipline

The Teamsters and the employee will be provided a written Hearing Decision, which shall include the original charges, and:

- a) The Hearing Officer's findings and determination as to the charges, and
- b) 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.

17.2.3 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 18 Grievance Procedure. Information pertaining to discipline shall not be permanently entered into an employee's file until resolution of hearing.

17.3 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.

17.4 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 Teamsters. 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. (E.g. EEO, Sexual Harassment, Violence in the Workplace, etc.)

17.5 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. The Teamsters 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.

17.6 DISCIPLINE

17.6.1 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 a Lieutenant/Sergeant 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.

17.6.2 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 a Lieutenant/Sergeant.

17.6.3 TERMINATION

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

17.6.4 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 a Teamsters classification with or without salary reduction.

ARTICLE 18

GRIEVANCE PROCEDURE

18.1 PHILOSOPHY

It is the desire of the Teamsters and the LACMTA that an employee and Supervisor develop a relationship that not only encourages the settlement of disputes, but creates an atmosphere that prevents the development of disputes. Keeping this in mind, it is important that the LACMTA, the Teamsters, and its members make every effort to resolve issues at the lowest level before filing grievances.

When a grievance or dispute with regard to the application or interpretation of the terms of this Agreement has been presented to the LACMTA within twenty (20) days following knowledge of the act or condition which is the basis of the complaint by an employee or an authorized Teamsters representative, and has not been satisfactorily adjusted by an authorized LACMTA representative, and the employee or the Teamsters wishes to pursue the issue further, it shall then be adjudicated according to the following procedure.

18.2 INFORMAL INTEREST BASED PROBLEM SOLVING MEETING

For discipline, an Interest Based Problem Solving Meeting (IBPS) will be held in accordance with Article 17. If unsuccessful in resolving the issue, a Letter of Charge and Hearing will be conducted. Any appeal of the Hearing Decision will be processed to Step One below within ten (10) days of the decision.

For contract issues, the grievant shall submit a grievance in writing on Form MTA/Teamsters #1, and shall meet to discuss the nature of the grievance in an informal IBPS meeting with the Watch Commander. The grievant shall be entitled to have a Teamsters representative present at the IBPS meeting with the Watch Commander.

The Watch Commander shall render an answer in writing to the grievant within ten (10) days following the IBPS meeting or the case will automatically default and move to Step One of the appeal process, if the grievance has not been responded to within the designated time frame.

18.3 STEP ONE

In Step One, the grievance is submitted to the Director of Security or designee in written form on MTA/Teamsters Form #1. A hearing shall be held within ten (10) days from the date that the grievance is submitted to the Step One. The Step One hearing may be attended by a Teamsters representative, a Shop Steward, the grievant, the Lieutenant/Sergeant involved and any relevant witnesses. The hearing shall be conducted in an informal manner and both the Teamsters and the LACMTA shall

endeavor to present all the known facts and circumstances related to the grievance in an effort to resolve the dispute.

The Director of Security or designee shall render a decision in writing within ten (10) days from the date of the Step One hearing or the case will automatically default and move to the next step of the appeal process, if not responded to within the designated time frame. Copies of the decision shall be mailed to the Teamsters and the grievant on the day that the decision is rendered.

18.4 STEP TWO

If the grievant and the Teamsters do not concur with the decision of the Director of Security or designee, the grievance may be advanced to Step Two within ten (10) days of receipt of the decision of the Director of Security or designee.

In Step Two the grievance is submitted to the Department Head of Labor Relations or designee.

The Step Two hearing may involve the Secretary-Treasurer or designee, the grievant, relevant witnesses and/or representatives from Departments affected. Although Step Two is to be informal, the Teamsters will present at this meeting all relevant facts, including the name and testimony of the Grievant and witnesses, when and where the alleged violation occurred, the specific Articles and Section of the Contract which were allegedly violated, and the Teamsters position.

Copies of the decision of Department Head of Labor Relations or designee shall be mailed to the Teamsters and the grievant within ten (10) days of the hearing.

18.5 APPEAL TO ARBITRATION

The decision of Department Head of Labor Relations or designee may be appealed to Arbitration in accordance with Article 19 within ten (10) days of receipt of the decision.

18.6 SOLE MEANS OF SETTLING DISPUTES

It is understood and agreed that the provisions of this Article and Article 19 shall be the sole and exclusive means of settling any dispute or controversy arising out of the application and interpretation of this Agreement.

18.7 COMPUTATION OF TIME LIMITS

The time limits referred to in this Article exclude Saturdays, Sundays and Holidays.

By written mutual agreement between the LACMTA and the Teamsters, the time limits set forth in Sections 18.2, 18.3, and 18.4 may be extended to specific times in individual cases. Such extensions may only be authorized by the Secretary/Treasurer of Local 911 or designee.

18.8 APPEAL OF FINAL DECISION

The right to appeal to a court of law, the final decision made at any step of the grievance procedure, is governed by Code of Civil Procedure, Section 1094.5. Any petition for judicial review of such decision must be filed within ninety (90) days of the date of the final decision.

ARTICLE 19

ARBITRATION PROCEDURE

19.1 REQUEST FOR ARBITRATION

If the Teamsters are not satisfied with the response in Step Two, the Teamsters may, within ten (10) days, give a written "Demand for Arbitration" to the LACMTA to move the matter to arbitration. Either the Teamsters or the LACMTA shall have the right to move a grievance or dispute to arbitration. If the question of the arbitrability of an issue is raised by the LACMTA, such question shall be decided in the first instance by the Arbitrator.

19.2 SELECTION OF AN ARBITRATOR

Within ten (10) days after receipt of the "Demand for Arbitration" the LACMTA and the Teamsters shall meet to mutually select an Arbitrator.

If an Arbitrator cannot be selected by mutual agreement the Arbitrator shall be selected from a list of five (5) qualified Arbitrators furnished by the American Arbitration Association from which the Teamsters will strike one, LACMTA one, then Teamsters one, LACMTA one, and the remaining person is selected. If the Arbitrator is unable to serve, the parties shall request a new list from the State Conciliation Service and thereafter strike off names as provided above. The party striking first shall be determined by lot.

19.3 DATE OF ARBITRATION

The date of the hearing will be agreed to by the Arbitrator, the LACMTA, and the Teamsters.

19.4 RESULTS OF ARBITRATION

The parties agree that: (1) the findings of the Arbitrator shall be final and binding on the parties and the employee; (2) each party shall pay its own representative; (3) all other expenses of arbitration shall be borne equally by the parties, and said expenses may include the verbatim recording of the proceedings and a transcript of that record, if it is deemed necessary by both of the parties; (4) a written decision or award shall be rendered at a date to be mutually agreed upon by the parties.

All grievances or disputes shall be considered finally settled and not subject to arbitration unless a written demand for arbitration has been served as provided in this Article.

The parties may call any employee as a witness in any proceedings before the Arbitrator. If the employee is on duty, the LACMTA agrees to release such employee

so that he/she may appear as a witness. If an employee witness is called by either party, the party calling such employee will reimburse such employee for the time lost.

19.5 SCOPE OF THE ARBITRATOR

The arbitration shall be limited to issues specifically set forth in the written grievance which may remain unsettled after the procedures set forth above have been exhausted. Nothing in this Agreement shall be construed to empower the Arbitrator to change or modify any provision of this Agreement.

19.6 ARBITRATOR'S TIME LIMIT

All Arbitrators are requested to expedite their decisions as the parties normally expect a decision issued within twenty (20) days after the conclusion of the hearing.

19.7 CALCULATION OF TIME LIMITS

The time limits referred to in this Article exclude Saturdays, Sundays and Holidays.

By written mutual agreement between the LACMTA and the Teamsters, the time limits set forth in this Article may be extended to specific times in individual cases. Such extensions may only be authorized by the Secretary/Treasurer of Local 911 or designee.

19.8 ARBITRATOR COSTS

Arbitrator costs shall be shared equally by the parties.

ARTICLE 20

ON-DUTY INJURY

20.1 INJURY WHILE PERFORMING A SECURITY FUNCTION

In the event a Transit Security Officer is physically injured in the line of duty while involved in an interrogation, apprehension, detention, arrest, is a victim of an assault while in the performance of regularly assigned duties or is engaged in aggressive preventive patrol as determined by the Director of Security, and such injury results in loss of time, the LACMTA shall compensate the employee for one hundred percent (100%) of time, lost from work for the first thirty (30) calendar days of disability. If Workers' Compensation benefits are provided during the period of absence, the basis of payment will be as provided above, less Workers' Compensation benefits. The proper reports must be filed in conjunction with the injury, pursuant to the Rules of Practice and Procedure for the Workers' Compensation Appeals Board (W.C.A.B.)

In the event a Transit Security Officer is shot and wounded in the line of duty, as described above in 20.1, at the discretion of the Director of Security, the LACMTA may extend the injured on-duty (IOD) pay, at one hundred percent (100%) less Workers' Compensation benefits, for an additional one hundred eighty (180) days.

Consideration will not be given to extending the IOD pay if the gunshot wound results from negligence on the part of the employee.

The decision of the Director to extend the on-duty injury pay will be final and not subject to the grievance procedure.

20.2 SUBSEQUENT COVERAGE

The decision of the Director of Security as to which injuries are covered by this section is final.

At the conclusion of the thirty (30) day period, the employee will be covered by the Workers' Compensation provisions for a period of twelve (12) months.

20.3 INDUSTRIAL INJURIES

Industrial injuries that do not result from security actions and that can be occasioned by any employee of the District such as, but not limited to, slips and falls and similar injuries which are determined not to be covered in Section 20.1 will be covered only by Workers' Compensation.

20.4 AUTHORITY

The Director of Security or designee shall determine which injuries are covered by what section. This decision is subject to the grievance procedure.

20.5 NOTIFICATION OF INJURY

Employees who are injured on-duty must notify their Supervisor immediately.

20.6 PROTECTION OF SENIORITY

No employee shall lose seniority due to an on-duty injury for up to twelve (12) months from the last day worked.

ARTICLE 21

WITNESS PAY/JURY DUTY

21.1 WITNESS PAY

The LACMTA agrees to compensate any employee at the rate of pay prescribed by the terms of this Agreement, less any other compensation received, as a result of an appearance in a court of competent jurisdiction either at the request of the LACMTA or by subpoena by a law enforcement agency in any criminal proceedings in which the employee's presence is required due to witnessing occurrences while on duty.

Off-duty appearance: Hour-for-hour pay with a three (3) hours minimum paid at one and one half (1½) times their straight time rate.

Off-duty On Call no appearance: three (3) hours minimum paid at their straight time rate.

21.2 JURY DUTY

Employees will complete, sign, and return Prospective Juror Questionnaires directly to the court.

An employee summoned to serve as a juror, upon receipt of the Jury Summons, should arrange for time off with his/her Supervisor. An employee may submit a written postponement request to the LACMTA Director of Security. The LACMTA Director of Security may submit a letter to the Court to request a postponement on behalf of the employee.

An employee who is required to perform jury duty shall have his/her schedule changed to reflect Saturday and Sunday off for the duration of said jury duty.

21.3 COMPENSATION FOR TIME ON JURY DUTY

The LACMTA will reimburse employees for time away from work while on jury service. Employees must follow these steps to receive reimbursement:

1. Submit the jury summons to their Supervisor before jury service begins.
2. Request a verification form from the court to submit to the Department at the conclusion of jury service. This form, which may be called, "Certification of Jury Service", "Certification of Attendance", "Work Slips", or "Confirmation of Service", is to be completed and signed by the Jury Supervisor to verify the dates the employee was paid by the court.

For each day the employee takes off for jury service, the Department will deduct from their salary an amount equal to the court's compensation then in effect.

In the event the employee fails to submit a valid verification document to the Department, their wages will be docked for the entire period of absence from work.

Jury duty is not subject to shift differential pay.

Jury Pay is limited to ten (10) days.

ARTICLE 22

HEALTH AND SAFETY

22.1 COMPLIANCE WITH THE LAW

The LACMTA agrees that it will take every reasonable measure to create and maintain a healthy and safe working environment and to comply with all applicable City, County, State and Federal Safety and health rules, regulations and laws. When there is good and sufficient evidence that safety standards are not being complied with, the Teamsters may present such violation to the LACMTA as a grievance under the grievance procedure set forth in this Agreement.

22.2 TRAINING

The LACMTA shall train Transit Security Officers to perform their duties as determined by the LACMTA Director of Security. The LACMTA shall cover all necessary expenses for training and certifications required by the Director of Security.

ARTICLE 23

RETIREMENT

23.1 RETIREMENT PLAN

Employees will be covered by the LACMTA Non-Contract Employees Retirement Income Plan - The New Plan and accordingly will not make any contributions to this Retirement Income Plan.

If the LACMTA Non-Contract Employees Retirement Income Plan-The New Plan is amended during the term of this Collective Bargaining Agreement, such plan modification(s) shall automatically apply to the Teamsters bargaining unit, without further negotiation.

If the LACMTA adopts a new retirement plan for its non-represented employees of the former LACMTA and does not continue to maintain the LACMTA Non-Contract Employees Retirement Income Plan-the New Plan, employees represented by the Teamsters will be covered by the newly adopted LACMTA plan on the same terms and conditions as the non-represented employees of the former MTA.

23.2 401K/457 PLANS

It is agreed that the members of the Teamsters Local 911 are eligible to participate in the LACMTA's established 401K/457 plans.

All contributions shall be made by employees. Contributions will be deducted bi-weekly on a pre-tax basis.

The 401K/457 plans will be administered by the LACMTA's Plan Administrator in accordance with IRS regulations.

23.3 RETIREE MEDICAL BENEFITS

Refer to LACMTA Human Resources Policy HR 11 (Medical/Dental Benefits) (effective date July 1, 2001), subsection 1.5. – Retirement Eligibility for Teamsters Represented Employees. Teamsters will receive any benefit modifications, if any, which are provided to non-contract employees.

ARTICLE 24

PROBATIONARY PERIOD

24.1 LENGTH

Employees covered by this Agreement shall have a probationary period. The probationary period in each unit job classification shall be for twelve (12) months actual service which may be extended with the concurrence of the Teamsters and the LACMTA. In the event of an extension, on a weekly basis, during the normal probationary period, the employee shall be given in writing those areas that require improvement in order for the employee to complete the probationary period successfully. The employee shall have the opportunity to meet with the Supervisor and the Shop Steward to review his/her deficiencies. The employee shall not have the right to grieve a probationary termination.

24.2 FALSIFICATION OF RECORDS

It is understood that evidence of falsification of application and any other documents for employment shall subject the employee to termination, if such evidence is discovered within twelve (12) months of date of employment. After twelve (12) months of service the falsification must be of a substantial nature and of relevant significance to their job to subject the employee to discipline or discharge.

ARTICLE 25

RULES AND REGULATIONS

A copy of this Agreement and all rules, regulations and general orders shall be available at every duty station.

Whenever a new order or rule is issued relating to job performance or work rules pertaining to Transit Security Officers, a copy will be forwarded to the Teamsters.

A Rules and Regulations Book for Transit Security Officers will be implemented within six (6) months of ratification of the Agreement by the LACMTA's Board of Directors.

ARTICLE 26

UNION BULLETIN BOARDS

The LACMTA will provide locked bulletin boards at the major security posts (Central Maintenance Facility, One Gateway Plaza, Cash Room, Division 20, South Park and Division 09) and any future major posts mutually agreed to between the parties, at no cost to the Teamsters, for the purpose of posting material related to Teamsters business.

Where it is impractical to maintain a bulletin board a clipboard will be provided and accessible to the employees.

The Teamsters agree not to post or distribute any derogatory or inflammatory material on LACMTA property.

ARTICLE 27

SENIORITY

27.1 SENIORITY

Employee seniority shall be based upon time spent as an employee in a position represented by the Teamsters.

Employees who were reclassified by Board action on July 5, 1981, shall be credited with seniority for the time spent in the former job classification (e.g. Special Agents, Security Guards III).

27.2 REDUCTION IN FORCE

When necessary to reduce forces, reduction will be made in the order of least seniority, as defined in Section 27.1, in the classification being reduced.

In the event of a reduction in force, employees shall first be reduced within class, based upon the employee's seniority within the class. The reduced employee shall utilize his/her unit seniority to bump the least senior employee in the lower classification. In any event, regardless of classification, the employee with the least unit seniority shall be laid off first.

An employee laid off or reduced on account of reduction in force shall have his/her name carried on the seniority roster for twelve (12) months, and shall be given preference in the order of seniority, subject to qualifications, over other employees when the force is increased or vacancies occur.

An employee reduced from Senior Transit Security Officer to Transit Security Officer shall be reinstated, at any time, to Senior Transit Security Officer when either a vacancy occurs or a new position is established within the Senior Transit Security Officer classification.

27.3 APPOINTMENT TO NON-BARGAINING POSITIONS

When a member of the bargaining unit accepts a Non-Bargaining unit position after the effective date of this Agreement he/she has six (6) months with the continued payment of dues and fees from the effective date of the assignment to a Non-Bargaining position to determine if he/she wants to return to a Teamsters represented position or remain in the Non-Bargaining position. If the employee does not return to the Teamsters covered position within six (6) months he/she will forfeit all seniority rights accrued under this Agreement and the Teamsters shall be notified by the LACMTA in writing of such forfeiture.

ARTICLE 28
UNION BUTTONS

Employees may wear a regulation Teamsters Union button or pin while in uniform and on duty.

ARTICLE 29

UNION SECURITY/AGENCY SHOP

29.1 MEMBERSHIP AND DUES

Each employee covered by this Agreement must within thirty (30) days following the beginning of employment or in the case of current employees, within thirty (30) days after official notification by the Teamsters, acquire membership in the Teamsters or pay to the Teamsters a monthly service fee equal to the amount of monthly membership dues as a condition of employment. This service fee represents a contribution by non-Teamsters members toward the administration of this Agreement and the representation of employees.

29.2 INITIATION FEES

All new employees shall pay an initiation fee to the Teamsters.

29.3 PAYROLL DEDUCTION

The Teamsters dues, agency fees, and initiation fee may be paid through payroll deduction.

29.4 EMPLOYEE ROSTER

The LACMTA shall supply the Teamsters with a written list of the names and addresses of new employees as soon as practicable.

ARTICLE 30

UNION DUES - CHECKOFF

30.1 PAYROLL DEDUCTION OF DUES

The LACMTA will, each month, deduct from wages due, all sums for periodic Teamsters dues, initiation fees, assessments and insurance (not including fines and penalties) payable to the Teamsters by employees of the LACMTA who are members of the Union.

30.2 AUTHORIZATION FOR DEDUCTIONS

For each employee for whom deductions referred to in Section 1 above are to be made, the Teamsters will furnish to the LACMTA the employee's authorization to make such deductions. Such authorization shall be furnished to the LACMTA prior to the time the affected employee's name first appears on the deduction list referred to in Section 3 of this Article.

30.3 DEDUCTION LIST FURNISHED BY UNION

The designated Officers or representatives of the Teamsters shall submit to the Controller, at least ten (10) days before the end of the payroll period designated by the LACMTA as the period in which deductions will be made, a deduction list showing necessary detail in such form as approved by the LACMTA.

30.4 DUE DATE FOR AUTHORIZATION

To be effective for a particular month, an individual's deduction authorization must be in the actual possession of the Controller no later than the date established for the Controller's receipt of the regular monthly deduction list for that particular month. The LACMTA shall have the right to refuse to accept or act upon any authorization which is illegible or which is not fully or properly executed, or which inadequately identifies the employee involved.

30.5 ERROR IN DEDUCTION LISTS

Errors in the deduction list shall be corrected by the Teamsters by adjustment included in the subsequent list furnished by the Teamsters to the LACMTA. Questions arising as to the correctness of the amount shown on the deduction list will be handled directly with the Teamsters by the employees.

30.6 DATE AND PRIORITY OF DEDUCTIONS

Deduction may be made by the LACMTA on only one payroll audit per month designated by the LACMTA. If employee's earnings during a particular payroll audit

designated by the LACMTA are insufficient to permit full deductions, no deduction will be made and the LACMTA will not be responsible therefore. The following payroll deductions shall have priority over deductions covered by this Article:

- Social Security Act–Employee Income Tax Deductions
- Group Life Insurance Contributions
- Repayable Advances on Salaries
- Accounts Receivable
- State Disability Insurance
- Health Insurance Contributions

30.7 LACMTA'S RESPONSIBILITY

Responsibility of the LACMTA shall be limited to remitting to the Teamsters amounts actually deducted from the wages of employees pursuant to this Article, and the LACMTA shall not be responsible for failing to make deductions or for making improper or inaccurate deductions.

30.8 INDEMNIFICATION BY UNION

The Teamsters agree that it will indemnify, defend and save harmless the LACMTA from any and all liability arising from entering into or complying with the terms of this Article.

30.9 TERMINATION FOR GRADE OR CLASS

In the event the Teamsters no longer represents the employees, or a grade or class of employees of the LACMTA, this Article becomes void for the employees, or grade or class of employees no longer represented as of the date representation terminates.

30.10 LACMTA TO FURNISH VOUCHERS

The LACMTA will forward to the designated representatives of the Teamsters, vouchers for the amount of deductions, together with a statement showing the changes, if any, in the lists submitted by the Teamsters.

30.11 VOLUNTARY POLITICAL CONTRIBUTIONS

The LACMTA agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to Democrat Republican Independent Voter Education (D.R.I.V.E.).

D.R.I.V.E. shall notify the LACMTA of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The LACMTA shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check the total amount deducted along with

the name of each employee on whose behalf a deduction is made, with the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the LACMTA annually for the LACMTA's actual cost for the expense incurred in administering the weekly payroll deduction plan.

ARTICLE 31
CLASSIFICATION PAY

31.1 HIGHER CLASSIFICATION

If a Transit Security Officer I is required by the LACMTA to wear a gun in the course and scope of his/her duties and has met the certification requirements, he/she will be compensated at the Transit Security Officer II rate at the step closest to but not lower than his/her current rate.

ARTICLE 32

INSURANCE

32.1 COVERAGE

- A. The LACMTA agrees to pay to the Trustees of the Teamsters Health and Welfare Plan the amount indicated below for each employee covered by this Contract. This monthly contribution will be used to defray the cost of a Health Plan designed for the benefit of the employees of the LACMTA who are represented by the Teamsters, and their dependents.
- B. The monthly amount to be paid by the LACMTA will be as follows:
1. Year 1 effective October 1, 2010 to September 30, 2011.
 - Monthly contribution \$1,079.15.
 2. Year 2 effective October 1, 2011 to June 30, 2012.
 - Monthly contribution \$1,159.15.
 3. Year 3 effective July 1, 2012 to June 30, 2013.
 - Monthly contribution \$1,159.15.
 4. Year 4 effective October 1, 2013 to June 30, 2014.
 - Monthly contribution \$1,224.00

Note: Any increase costs to the benefit trust funds beyond the total stipulated in this agreement, will be paid by the employees through payroll deductions.

Note: Year two is nine months.

32.2 PAYMENT

LACMTA agrees to pay monthly contributions to the following trust Fund up to the maximums set forth in Article 32.1 (B):

1. Teamsters Miscellaneous Security Trust Fund – Plan D (Medical, Dependant, Vision and Life)
2. Joint Council of Teamsters No. 42 Welfare Trust Fund (Dental and RX Drug)
3. Teamsters Death Benefit Trust Fund – Plan III (Life)
4. Western Conference of Teamsters Legal Services Trust Fund (Legal Services)

LACMTA shall remit the respective contributions to each of the trust funds referenced herein on the first of the month, and such contributions shall be considered delinquent if not received by the twenty-first (21st) day of the month or postmarked on the twentieth (20th) day of the month.

LACMTA agrees to abide by the terms and conditions of each trust fund as it pertains to initial contribution on new hires into the bargaining unit and monthly remittance of premiums due, and shall remit the initial contribution on each new hire covered by the agreement on the first of the month following the date of hire. Pursuant to Article 11, LACMTA will continue to remit the contributions to the trust funds for Personal Leaves of bargaining unit members up to ninety (90) days, and/or, Extended Leave due to illness or injury up to twelve (12) months.

If the sums that LACMTA has agreed to pay under Article 32.1 (B) are not sufficient to cover the required payments to the listed trust funds, the Teamsters and LACMTA may, by mutual agreement, and with 30 days advance notice, terminate payment to a specified trust fund. In the alternative, if the Trustees of the trust funds require contributions in excess of the amounts stated in Article 32.1 (B), it is agreed that any additional amounts deemed necessary to maintain the levels of benefits shall be collected from the employee by way of a payroll deduction.

ARTICLE 33

TERM OF AGREEMENT

33.1 DURATION AND TERMINATION

Except as otherwise provided herein, this Agreement shall be made effective October 1, 2010 and shall remain in full force and effect up to and including June 30, 2014. Unless notice in writing of termination has been served upon the other not later than ninety (90) days prior to June 30, 2014. If neither party so serves such notice of termination, this Agreement, after June 30, 2014, may be terminated by either party serving upon the other written notice of the termination not later than ninety (90) days prior to the time it is proposed to make such termination.

33.2 REQUESTS TO MODIFY

Any request to modify or change this Agreement, or any portion thereof, shall be made in writing and shall be served on the other party not later than ninety (90) days prior to June 30, 2014, and if the Agreement is in effect after such date by reason of the provisions of Section A above, not later than ninety (90) days prior to the time it is proposed to make such change or modification.

33.3 SUBSEQUENT INTERPRETATION

After the effective date of this Agreement, no interpretation of this agreement will be binding on either party to this Agreement unless it is in writing and signed by the authorized representatives of the parties to this Agreement.

33.4 RE-OPENER CLAUSE

The parties agree that the Teamsters will be treated in a fair and equitable manner should other agreements exceed the considerations of this agreement.

ARTICLE 34

ASSIGNABILITY

If the LACMTA is, by operation of law, formally merged or consolidated into another transit system or public agency, the acquiring entity shall assume this labor contract with the Teamsters Local 911.

ARTICLE 35

MISCELLANEOUS BENEFITS

Active members of the Teamsters Local 911 are eligible to participate in the LACMTA's established Non-represented Tuition Assistance Program. The Teamster-represented employees participating in the program shall be subject to all policies and procedures of the program as specified in Human Resources Policy HR 1.

Active members of the Teamsters Local 911 are eligible to participate in the LACMTA's established Flexible Benefits Program. The Teamster-represented employees participating in the program shall be subject to all policies and procedures of the program as specified in Human Resources Policy HR 15 as it pertains to the Flexible Benefits Program.

ARTICLE 36

ATTENDANCE POLICY

36.1 ATTENDANCE POLICY

This Article outlines attendance standards for the Teamsters employees and general responsibilities of employees.

All Teamsters employees are expected to be punctual and to maintain good attendance in accordance with this Article.

The LACMTA encourages positive health practices by its employees and will try to accommodate employees' requests for health care appointments.

An employee may be dismissed for excessive absenteeism in accordance with this Article.

Procedure

Progressive discipline will be applied to correct employee's excessive absenteeism. All discipline shall be recorded in the employees' file.

Employee Responsibilities:

1. Maintain an attendance record in conformity with this Article.
2. Report to work on time for regular and overtime assignments.
3. Notify immediate Manager/Supervisor prior to the start of the work shift if unable to report for work. The employee must state the reason for the absence and the expected duration. If the duration is unknown the employee shall call on a daily basis.
4. If an employee calls off without a mitigating reason, he or she must leave a telephone number to be reached for the two (2) hour period immediately following the call-in.
5. Schedule medical appointments during non-work hours when possible, or at the beginning or end of a work day, to minimize disruption of the work schedule.
6. Unless an employee stated the date of expected return on the first day of absence, the employee shall notify Manager/Supervisor of his/her intention to return to work no later than 3:00 p.m. on the date prior to the day the employee will return to work.

7. When requested by Management, an employee will be required to bring a doctor's release when the criteria of Article 12.3 of union contract applies.
8. Falsification of sickness is grounds for discipline up to and including termination.

Guidelines

1. Attendance, tardiness, and cut standards shall be enforced to maximize Department efficiency and the operation. Strict tardiness enforcement (down to the minute) is appropriate when the job demands are such that any deviation from the scheduled hours would interfere with effective performance on the job. When an Officer is prevented from reporting on time due to an emergency, and presents acceptable proof of said emergency, Management may waive the charge of a tardy on the Officer's record.
2. Employees whose absences are excessive shall be subject to progressive discipline including suspension and termination. Progressive discipline will be applied whenever an employee's absences are excessive. Employees who fail to notify the Manager or designee as provided in item #3 under "Employee Responsibilities" above, may be subject to disciplinary action.
3. The following absences shall not be counted as attendance instances:
 - a. Family Care and Medical Leave
 - b. Vacation
 - c. Holidays
 - d. Military Leave
 - e. Off with Permission
 - f. Court Appearances Under Subpoena
 - g. Witness Appearance per Section 21.1 of union contract
 - h. Bereavement Leave
 - i. Jury Duty
 - j. Union Business
 - k. Occupational Injury/Illness
 - l. Natural Disaster where employee is personally affected and therefore unable to report
 - m. Dentist or Medical Doctor Appointments with 48 hours advance written notice for up to two (2) hours per work day limited to six (6) appointments per floating six (6) month period,
 - n. First Day of hospitalization of an immediate family member of the employee
 - o. Hospitalization of an employee
 - p. Disciplinary Suspension
 - q. Leaves of Absence per contract Article 11

4. If medical conditions dictate an employee with a serious, on-going illness or condition such as cancer or an employee who is pregnant may inform the immediate Manager/Supervisor and present the immediate Manager/Supervisor with medical verification of such illness or condition. The Manager/Supervisor will meet with the employee to discuss arrangements for doctor appointments and treatments to cause the least disruption to the work place and cause the least attendance problem for the employee.

The Manager or designee may exercise discretion in applying discipline when an employee is non-compliant with this Article if compelling or mitigating circumstances for the employees' excessive absenteeism exist.

Definitions

- Instance** An absence period of one (1) or more consecutive working days or a portion of a day or one (1) hour or more, or two (2) tardies, and/or cuts.
- Tardy** An absence of less than one (1) hour at the beginning of the work shift. This event is counted as one half ($\frac{1}{2}$) of an instance.
- Cut** An absence of less than one (1) hour at the end of the work shift. This event is counted as one half ($\frac{1}{2}$) on an instance.

Review Period

The six (6) month floating period that starts from the first day of the instance. The instance is no longer chargeable after the six (6) month floating period. Refer to the discipline guidelines to determine if number of instances or hours in the six (6) month floating period is a violation of the Attendance Policy. All instances must be signed for within twenty (20) days worked by employee returning from illness, injury, tardy, or cut.

Off With Permission

With Management's approval an employee may be absent without pay, when an employee needs time off for an emergency or special event, but has not accrued leave time to use. "Off With Permission" may be granted to workers whose attendance record is in compliance with this Article and the Department workload can accommodate such absence.

Excessive Absenteeism

Six (6) or more instances of absences in a floating six (6) month period, or three (3) or more instances with a total work time lost of sixty (60) hours or more in a floating six (6) month period.

Absent Without Leave

An employee who does not notify his Supervisor within the first four (4) hours of his shift that he/she will be absent, will be charged with absent without leave (AWOL). Unless the employee was unable to call due to a hospitalization or

other mitigating circumstances, the employee will be charged with violating the Attendance Policy. If the employee calls in to notify his Supervisor that he/she is not coming in, but has no mitigating circumstances, the Supervisor may request the employee to come in. If the employee refuses and no mitigating circumstances are found, the employee will be charged with AWOL. The review period for AWOL is a twelve (12) month floating period. The discipline will start no lower than Step Two of the discipline guidelines and will be considered excessive absenteeism when an employee is already in violation of the policy.

Discipline Guidelines and Steps	Instances	Recommended Discipline
1 st Step	5 instances or 3 instances totaling 52 hours of work time lost.	Verbal Counseling
2 nd Step	6 instances or 3 instances of 60 hours or more of work time lost	Written warning if instance is within six months from a verbal warning (See AWOL)
3 rd Step	This step is triggered by the next instance if employee's record falls within the definition of excessive absenteeism.	3 days administrative suspension if instance is within six months from a written warning (See AWOL)
4 th Step	This step is triggered by the next instance if employees record falls within the definition of excessive absenteeism	10 days administrative suspension if instance is within six months from a 3 day suspension
5 th Step	This step is triggered by the next instance if employees record falls within the definition of excessive absenteeism	Termination hearing if instance is within six months from a 10 or more day suspension

36.2 NOTICE TO UNION

The LACMTA agrees that the Teamsters will be consulted on proposed amendments to Transit Security Officers rules and regulations affecting working conditions and performance.

36.3 COMPUTATION OF TIME LIMITS

The time limits referred to in this Article exclude Saturdays, Sundays and Holidays.

By written mutual agreement between the LACMTA and the Teamsters, the time limits set forth in Sections 17.2.2, 18.2, 18.3, 18.4 and 18.5 may be extended to specific times in individual cases. Such extensions may only be authorized by the Secretary/Treasurer of Local 911 or designee.

ARTICLE 37

DUTIES AND RESPONSIBILITIES

37.1 AUTHORITY, DUTIES AND RESPONSIBILITIES OF SENIOR TRANSIT SECURITY OFFICERS

While on-duty, Senior Transit Security Officers (Sr. S/O II) shall have full supervisory authority over Security Officer I, Security Officers II and Field Training Instructors on the shift in which they are on duty. The parties also agree that the Sr. S/O II will not conduct Internal Affairs investigations or recommend or impose discipline on members of the Teamsters Union. However, the Sr. S/O II may, on occasion, be asked to assist in preliminary Internal Affairs investigations (that do not involve Teamsters bargaining unit). Senior Transit Security Officers may also be asked to provide input on subordinate Officers' performance evaluations.

In addition to the afore-mentioned, the following duties and responsibilities of the Sr. S/O II includes, but are not limited to:

- Protect Authority LACMTA passengers, employees, properties, facilities, revenues and other assets.
- Travel to various Authority LACMTA facilities to monitor Transit Security Officers in the performance of their work and assists in the resolution of routine problems.
- Conduct daily briefings to update security personnel on special assignments, general orders, training bulletins, major events, and other significant activities.
- Coordinate and check work of Transit Security Officers, including the review of daily logs and incident reports; receives and records emergency and sick time notifications; conducts uniform inspections.
- Act as Watch Commander in accordance with Article 5.2 F.
- Take appropriate action in response to accidents, various incidents, and other occurrences of varying severity; ensures the appropriate Authority LACMTA staff are apprised of all developments in a timely manner.
- Coordinate with law enforcement personnel, other security personnel and Authority LACTMA staff as necessary.
- Perform duties of a Transit Security Officer when needed; and other related duties as directed by supervisory Transit Security personnel.

37.2 TEMPORARY SERGEANT ASSIGNMENT

This agreement is between the Public Transportation Services Corporation (PTSC) – Security Department and Teamsters Local 911. It is understood and agreed that when an acting Temporary Sergeant's position becomes available and is filled by a Teamsters represented employee, the incumbent in the position will continue to be covered by all the terms and conditions of the current collective bargaining agreement between the PTSC LACMTA and Teamsters Local 911.

It is further agreed that during the acting temporary assignment the employee shall perform duties as assigned by management. The employee will not conduct performance evaluations with respect to Teamsters represented employees but will provide input into the evaluation process. In addition, employees assigned to an acting Temporary Sergeant's position will not impose disciplinary action against Teamsters represented employees.

Upon completion of the assignment the employee shall return to their regular position in the bargaining unit. In the event the employee is assigned to an acting Temporary Sergeant's position for more than six (6) months, the provisions of Article 27.3 (APPOINTMENT TO NON BARGAINING POSITIONS) shall be extended to a period of one (1) year for the payment of dues and the accrual of seniority rights. If it appears the assignment will exceed more than one (1) year, the parties, at least thirty (30) days prior to one (1) year being completed, will meet to discuss any special circumstances surrounding the assignment.

37.3 PARKING ENFORCEMENT

Transit Security Officers shall continue to handle parking enforcement duties on LACMTA properties. These duties also include the specific parking enforcement obligations of reserved space parking at all LACMTA Park & Ride lots.

37.4 ACTING SERGEANT / FIELD SUPERVISOR POSITION

The Director of Security shall issue a General Order requiring minimum staffing for watch supervisor positions which authorizes senior security officers to work as field supervisors.

ARTICLE 38

SIDE LETTER AGREEMENTS

After the effective date of this Agreement, no interpretation or side letter agreements will be binding on either party to this Agreement unless in writing, signed by both parties and entered into subsequent to the effective date of the Agreement.

SIGNATURES

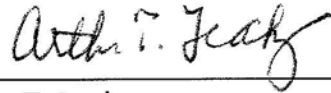
Signed this 31 day of August, 2012 at
One Gateway Plaza, Los Angeles, California 90012

International Brotherhood of
Teamsters Local 911

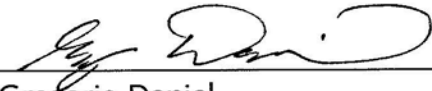
Los Angeles County – Metropolitan
Transportation Authority



Raymond Whitmer
Secretary – Treasurer



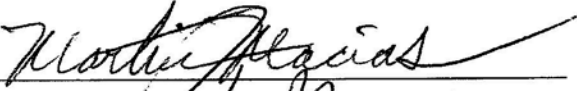
Arthur T. Leahy
Chief Executive Officer



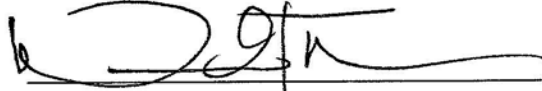
Gregorio Daniel
Business Representative



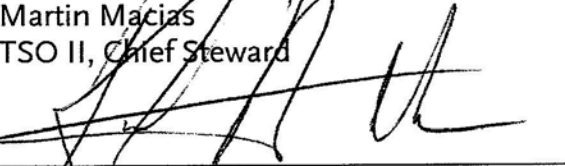
Richard Hunt
General Manager – Labor Relations



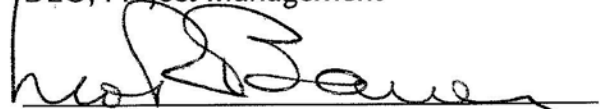
Martin Macias
TSO II, Chief Steward



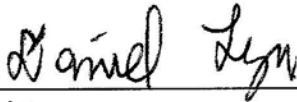
Duane Martin
DEO, Project Management




Ronald Allen
TSO II, Steward



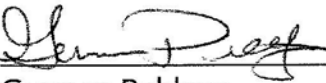
Leo Bauer, LASD Sergeant
Director of Security



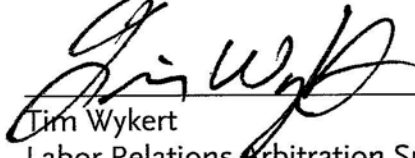
Daniel Lyu
TSO II, Steward



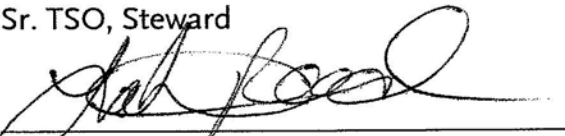
Judith Baxter
Labor Relations Arbitration Manager



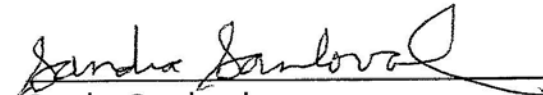
German Poblano
Sr. TSO, Steward



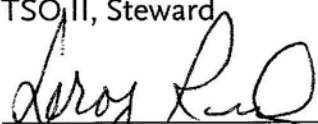
Tim Wykert
Labor Relations Arbitration Specialist



Latrice Reed
TSO II, Steward



Sandra Sandoval
Senior Secretary



Leroy Reed
TSO II, Steward