

HISTORICAL COPY ~~FILED~~  
RETURN TO LABOR RELATIONS

AGREEMENT

between

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

and

TRANSIT POLICE OFFICERS ASSOCIATION

EFFECTIVE

DECEMBER 17, 1992, TO OCTOBER 29, 1995

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ARTICLE 1

PURPOSE OF CONTRACT

1.1 PARTIES TO THE AGREEMENT

This Agreement is entered into by and between the Southern California Rapid Transit District, (hereinafter referred to as the District), and the Transit Police Officers Association, (hereinafter referred to as the Association).

1.2 RESPONSIBILITIES OF THE AGREEMENT

The obligation that rests with the District to provide, and upon the employees of the District to render, honest and efficient service is recognized. A spirit of cooperation between the employees and the District is essential to efficient operation and both parties should so conduct themselves as to promote this spirit. The responsibility for success rests equally with the District and the employees. In this spirit, the District and the Union are desirous of effectuating an Agreement which will:

Provide for rates of pay, rules and working conditions of employees of the Transit Police Department represented by the Association;

Provide for the fair treatment of said employees;

Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of this Agreement;

Provide for such other arrangements as may be deemed advisable by the parties to this Agreement in order to safeguard their respective interests, and establish and maintain harmonious relationships;

The parties recognize that this Agreement constitutes a Collective Bargaining Agreement between the parties and that the terms "Collective Bargaining Agreement" and "Contract" are synonymous and interchangeable. Except where the context makes the contrary appear clear, the term "Agreement" shall be deemed to include and refer to the term "Contract" and the term "Contract" shall be deemed to include and refer to the term "Agreement."

ARTICLE 3

DISTRICT RIGHTS

3.1 INFRACTIONS OF RULES AND REGULATIONS

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

3.2 MANAGEMENT RIGHTS

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

The management of the District 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 District, and the District retains all rights that it legally had, subject to the restrictions of law or a specific provision of this Agreement.

hours shall not be entitled to receive any pay or benefits from the District for such time spent in the negotiating session(s). A maximum of five paid and on duty employees, of which no more than two of the employees may be Sergeants, may be on the negotiating team at any one time. The limitation of five employees may be waived upon mutual consent.

The District recognizes the need for Association Members to travel out of town in order to attend seminars and meetings pertaining to Association business, and agrees to allow a total of 20 days each year which may be used by the Association members for this purpose.

This release time shall be without loss of pay, benefits or seniority; and without any other adverse employment related consequences for affected employees.

Scheduling permitted, the District shall make every effort to allow other Association members time off (without pay) to attend such seminars and meetings. Use of vacation and/or compensatory time may be permitted with the concurrence of the appropriate supervisor.

4.5

#### ACCESS

The District agrees to grant a designated Official Representative of the Association the access and right to discuss any grievance or problem arising under the terms of this agreement with the aggrieved employee or employees party to the grievance or dispute during working hours, provided advanced authorization has been obtained from the immediate supervisor of an employee who is on duty.

The concerned designated representative may leave his/her work during working hours with the permission of his/her immediate supervisor for the purpose of performing the following duties:

- A. To present a grievance for adjustment to the aggrieved employee's supervisor or watch commander when so requested by an employee represented by the Association.

## ARTICLE 5

### DUES CHECK-OFF

#### 5.1 PAYROLL DEDUCTION OF DUES

The District will, each month, deduct from wages due, all sums for periodic Association dues, initiation fees, assessments and insurance (not including fines and penalties) payable to the Association by employees of the District who are members of the Association. New employees shall receive the Association deduction sign-up forms in the Human Resources Department.

#### 5.2 AUTHORIZATION FOR DEDUCTIONS

For each employee, from whom deductions referred to in Section 5.1 above are to be made, the Association will furnish to the District the employee's written authorization to make such deductions, such authorization being directed to the District. Such authorization shall be furnished to the District prior to the time the affected employee's name first appears on the deduction list referred to in Section 5.3 of this Article.

#### 5.3 DEDUCTION LIST FURNISHED BY ASSOCIATION

The designated officers or representatives of the Association shall submit to the Controller, at least 10 days before the end of the payroll period designated by the District as the period in which deductions will be made, a deduction list showing in necessary detail and in such form as approved by the District.

#### 5.4 DUE DATE FOR AUTHORIZATION

An individual deduction authorization, to be effective for a particular month must be in the actual possession of the Controller not later than the date established for the receipt by him of the regular monthly deduction list for that particular month. The District 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 fails to adequately identify the employee involved.

5.10

DISTRICT TO FURNISH VOUCHERS

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

## ARTICLE 7

### UNION SECURITY

#### 7.1 MAINTENANCE OF MEMBERSHIP AND AGENCY SHOP

Each employee covered by this Agreement who has become a member of the Transit Police Officers Association on or before October 1, 1984, must, as a condition of employment, maintain his/her membership in said organization during the term of this Agreement.

Each employee entering the Transit Police Department after ratification of this Agreement must, within thirty days after commencing work, either become a member of the Association or pay an agency fee equal to the monthly dues to the Association. These Agency fees may be deducted from the employee's check in the same manner as Union dues.

#### 7.2 DISCHARGE FOR NON-MEMBERSHIP

The District agrees, upon notice from the Association, to discharge any employee who has not maintained his/her membership in the Association as provided in the previous section or has not become a member or commenced contribution of agency fees within 30 days of entering service. It is understood that no person shall be discharged for failure to maintain good standing membership in the Association or for failure to pay agency fees, unless such discharge would be legal under the terms of the Labor Management Relation Act of 1947, as amended.

The Association will indemnify the District for amounts which the District is required to pay as a result of any final judgements entered against the District (provided that all legal defenses and rights to judicial appeal or review have been asserted and exhausted) where such final judgements result from the District's entering into or complying with the terms of this Section.



ARTICLE 8

EMPLOYEES BILL OF RIGHTS

8.1 PUBLIC SAFETY OFFICERS BILL OF RIGHTS

It is agreed that the procedural protections of the Public Safety Officers Bill of Rights be extended to all Unit employees and is incorporated into this agreement.

8.2 GOVERNMENT CODE CHAPTER 9.7 PUBLIC SAFETY OFFICERS:

3300. Short title:

This chapter is known and may be cited as the Public Safety Officers Procedural Bill of Rights Act.

3301. Definition; legislative findings and declaration:

For purposes of this chapter, the term public safety officer means all peace officers, as defined in Section 830.1 and subdivisions (a) and (b) of section 830.2 of the Penal Code, including peace officers who are employees of a charter city or county. The term public safety officer also means all persons employed by the State of California and designated by law as peace officer.

The Legislature hereby finds and declares that the rights and protections provided to peace officers under this chapter constitute a matter of statewide concern. The Legislature further finds and declares that effective law enforcement depends upon the maintenance of stable employee/employer relations, between public safety employees and their employers. In order to assure that such stable relations are continued throughout the state and to further assure that effective services are provided to all people of the state, it is necessary that this chapter be applicable to all public safety officers, as defined in this section, wherever situated within the State of California.

interrogation shall be asked by and through no more than two interrogators at one time.

- (c) The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation.
- (d) The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his own personal physical necessities.
- (e) The public safety officer under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the public safety officer under interrogation to be subjected to visits by the press or news media without his express consent nor shall his home address or photograph be given to the press or news media without his express consent.
- (f) The complete interrogation of a public safety officer may be recorded. If a tape recording is made of the interrogation, the public safety officer shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The public safety officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports which are deemed to be confidential may be entered in the officer's personnel file. The public safety officer being interrogated shall have the right to bring his own recording device and record any and all aspects of the interrogation.

Nothing in this section shall preclude a head of an agency from ordering a public safety officer to cooperate with other agencies involved in criminal investigations. If an officer fails to comply with such an order, the agency may officially charge him with insubordination.

(b) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by any public agency without providing the public safety officer with an opportunity for administrative appeal.

3305. Comments adverse to interest; entry in personnel file or in other record; opportunity to read and sign instrument; refusal to sign:

No public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on the document, and signed or initialed by such officer.

3306. Response to adverse comment entered in personnel file; time:

A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

3307. Polygraph examination; right to refuse; effect:

No public safety officer shall be compelled to submit to a polygraph examination against his will. No disciplinary action or other recrimination shall be taken against a public safety officer refusing to submit to a polygraph

- (a) It shall be unlawful for any public safety department to deny or refuse to any local public safety officer the rights and protections guaranteed to them by this chapter.
- (b) The superior court shall have initial jurisdiction over any proceeding brought by any local public safety officer against any local public safety department for alleged violations of this section.
- (c) In any case where the superior court finds that a local public safety department has violated any of the provisions of this chapter, the court shall render appropriate injunctive or other extraordinary relief to remedy the violation and to prevent future violations of a like or similar nature, including, but not limited to, the granting of a temporary restraining order, preliminary, or permanent injunction prohibiting the local public safety department from taking any punitive action against the local public safety officer.
- (d) This section shall apply only to local public safety officers who are peace officers as defined in Section 830.1 of the Penal Code, and shall not apply to public safety officers who are peace officers as defined in subdivisions (a) and (b) of Section 830.2 of the Penal Code.

3310.

Procedures of public agency providing same rights or protections; application of chapter:

Any public agency which has adopted, through action of its governing body or its official designee, any procedure which at a minimum provides to peace officers the same rights or protections as provided pursuant to this chapter shall not be subject to this chapter with regard to such a procedure.

ARTICLE 9

PERSONAL AFFAIRS

9.1 RESTRICTIONS

It is agreed, provided it does not affect employee's work performance, that there shall be no employment related restrictions on, or adverse employment-related consequences to any unit employee on account of any personal or family relationships with any other District employee.

9.2 RESIDENCE

It is agreed that there shall be no unreasonable restrictions imposed by the District on the location of any Unit employee's residence.

## ARTICLE 11

### MAINTENANCE OF BENEFITS

#### 11.1 STATUS OF PRIOR AGREEMENTS

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties regarding the matters set forth herein, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

#### 11.2 BENEFITS NOT IN AGREEMENT

All rights, privileges and working conditions enjoyed by the employees at the signing of this Agreement which are not included in this Agreement, excluding areas covered by this Agreement and specifically those covered by Article 3, District Rights, shall remain in full force unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent, in writing, and approved by the Board of Directors.

## ARTICLE 13

### WITNESS PAY/JURY DUTY

#### 13.1 WITNESS PAY

Employees required to be a witness for the District or who are subpoenaed to testify as a result of witnessing an event while on duty, during a time other than their regular shift, will be compensated at 1½ times their straight time rate as follows:

##### A. OFF-DUTY APPEARANCE

Hour for hour pay with a three hour minimum paid at 1½ times at the straight time rate of pay. This time shall not include a one hour lunch during the court lunch hour. This provision only applies during court hours. Court appearance pay will be computed at the day watch rate.

##### B. OFF DUTY ON CALL AND NO APPEARANCE

Hour for hour pay with a three hour minimum paid at the straight time rate of pay. This time shall not include a one hour lunch during the court lunch hour. In order to qualify for this overtime pay, the officer must be immediately available to be contacted and have a maximum of 1½ hour response time. This provision only applies during court hours. On call pay will be computed at the day watch rate.

#### 13.2 JURY DUTY

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

Upon receipt of a Jury Summons, if an employee wishes to serve as a juror, he/she should arrange for time off with his/her supervisor. If the employee does NOT wish to serve, he/she shall give the Jury Summons to the supervisor immediately to forward to the Director of Human Resources. The Human Resources Department will submit a letter requesting exemption from jury service to the appropriate jury commissioner whose decision on whether the employee serves the court is final.

ARTICLE 14

TRANSPORTATION PASSES

14.1 EMPLOYEE AND DEPENDENTS

Employees will be given transportation privileges at time of employment and spouse after completion of employee's probationary period. Employees' 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 spouse.

14.2 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, effective with those employees taking severance as of the effective date of this Agreement, be considered in the same category as retired employees, in the application of this transportation privileges rule.

14.3 REPORTING OF LOST PASSES

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

14.4 REPLACEMENT OF LOST PASSES

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



ARTICLE 15

PUBLICATION OF AGREEMENT

15.1 PREPARATION AND PRINTING

The District shall print and distribute, at no cost to TPOA or Unit employees, one copy of the Agreement for each unit employee.

The District shall provide copies to new unit employees during its orientation meetings for new employees.

The District will provide the Association thirty copies of the Agreement.

16.5 BREAK PERIODS

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

16.6 DEPLOYMENT PERIOD

Employees will be scheduled to work deployment periods of 28 days

16.7 WORK SCHEDULE

The District reserves the right to schedule employees as it deems appropriate to meet District needs. The District shall consider employee preferences relative to work assignments.

ARTICLE 18

OVERTIME

18.1 REGULAR OVERTIME PROVISIONS

Employees will be compensated 1½ times their straight time hourly rate of pay for all time worked in excess of their regularly scheduled daily shift. Employees will be compensated 1½ times their straight time hourly rate of pay for all hours worked after receiving 160 straight time hours of pay in the 28 day deployment period.

Sick leave shall not be counted as straight time pay for the computation of voluntary overtime hours or pay.

Transit Police Officer Academy Trainees are not eligible for overtime compensation by the District.

18.2 PROVISIONS AGAINST PYRAMIDING

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

18.3 OVERTIME COMPUTATION

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

18.4 OVERTIME CONTIGUOUS WITH SHIFT

Employees working hours contiguous with their daily shift shall be compensated the applicable overtime premium rate of pay for such hours extending beyond their standard daily shift hours.

18.5 OVERTIME NOT CONTIGUOUS WITH SHIFT

Employees working a fixed shift schedule shall be compensated at the applicable premium rate of a minimum of three hours of overtime for each overtime assignment worked, which is not contiguous to an employee's scheduled shift.

ARTICLE 19

DISPLACEMENT

19.1 SUBCONTRACTING

The District shall not assign District employees, other than Unit District employees, functions which have historically been performed by Unit classifications/ employees. During the term of this Agreement the District will not contract out any police services for bus operations if such action will cause the number of employees in the Bargaining Unit to fall below 185.

The District may, at its discretion, increase police services through outside contracting with other public organizations. If the District elects to contract out police services for bus operations, the District will first notify the Association.

19.2 PART-TIME

For the purpose of this Article the District's current use of part-time officers and the District's current working agreements with other police agencies, shall not be considered to be within the meaning of the term "contracting."

## ARTICLE 21

### LEAVES OF ABSENCE

#### 21.1 PERSONAL LEAVE

##### A. SHORT TERM LEAVE

An employee covered by this agreement may, upon written permission from the Department, be granted a leave of absence of up to and including 15 working days, provided that the employee gives 48 hours advance notice prior to the commencement of the leave. Employees granted such a leave may use any accrued vacation time or floating holidays for compensation during such leave. Such personal leave may be used for the following reasons:

1. Illness in the immediate family which shall be defined for the purposes of applying this section of Article 21 as employee's spouse, dependent child or stepchild, parent or stepparent, if the employee's presence is required. Leaves granted for any reason stated in this paragraph will be considered a Leave of Absence as provided for by 21.1(E) Family Care Leave and will be included in the four months of Leave of Absence authorized under the Family Rights Act of 1991.
2. Personal emergencies where the employees must be away from work for a short period of time to resolve urgent personal business.
3. 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.

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.

During the medical leave, the employee must submit, on a monthly basis, written documentation from his/her treating physician substantiating that the employee is physically unable to perform his/her regular duties. The monthly physician's statement must provide an expected return to work date.

While on leave of absence, the District will continue to provide the District paid portion of life insurance coverage and will maintain the employee 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 dependent's medical, dental and vision coverage after they return to work.

The District or the Association may, within 30 days prior to the expiration of the one year leave, request further extension in meritorious cases where recovery appears probable and where such recommendation is made by the employee's physician and where an agreement is reached by the District's physician and the employee's physician recommending the extension of the leave. If there is disagreement as to the propriety of the extension, the parties may appoint a third physician to adjudicate the disagreement with the majority decision prevailing. Such costs incidental to obtaining and arriving at a decision from the third physician will be shared equally by the District and the Association.

E. FAMILY CARE LEAVE

Family Care Leave will be granted in accordance with District policy and in conformity with the Family Rights Act of 1991 and its attendant regulations.

District employees who are members of a reserve component of the U.S. Armed Forces, State National Guard, or the Naval Militia, and who have at least one year of District or recognized military service\* are entitled to a leave of absence under California Military and Veteran's Code, with pay for up to 22 working days each fiscal year while away on ordered Active Duty for Training at summer camps or cruises. Employees who are required to be on military leave must furnish the District Human Resources Department with a signed copy of the military orders, along with a Leave of Absence form, RTD 3833. Failure to submit proper documentation, including orders and Leave of Absence form, will result in salary payment being denied.

Employees are to notify their supervisors as far as possible in advance of anticipated military leave and, where possible, are to schedule such leave in accordance with the workload of their department.

Military leave with pay will not be granted for Inactive Duty for Training (weekend drills, appointments for physical exams, etc.). The District will allow employees to informally adjust their schedules, by trading days off with other employees to allow attendance at Inactive Duty for Training activities subject to management's approval.

\*NOTE:

Recognized military service is full time service during a period in which the United States is at war, or a period when the Government has declared a state military emergency.

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



ARTICLE 23

HOLIDAYS

23.1 HOLIDAYS EARNED

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

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Employee's Birthday  
Employee's Employment Anniversary  
Five Floating Holidays\*

\*Earned as of June 1st of each year. One of the floating holidays is in lieu of Martin Luther King, Jr.'s Birthday.

23.2 FIXED HOLIDAYS

Of the 13 holidays earned each year, six are considered fixed, that is, they are official national holidays. These fixed holidays are to be taken on the designated official day unless required to work. If required to work on a holiday, an employee will receive 2½ times the straight time pay for such work. If a holiday falls on a regularly scheduled day off, the employee will be given a regular work day off in lieu of the holiday. If a holiday falls during vacation or bereavement leave, the employee will be given a regular work day off in lieu of the holiday. If a holiday falls on a Sunday, it will usually be recognized by giving the following Monday off. New Year's Day, Independence Day and Christmas Day will be recognized on Sunday, if these holidays fall on a Sunday. 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 full hours before and after a holiday to receive pay for it.

*8 hrs credit  
credit to holiday  
no add'l pay*

*straight time*

ARTICLE 24

VACATIONS

24.1 ANNUAL ACCRUAL:

Based on June 1st of each year, an employee will earn paid vacation as follows:

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

24.2 PRO RATED

If an employee's hire date is other than June 1st, the employee's vacation is pro-rated at one-twelfth of two weeks for every month of service rendered since the previous June 1st.

24.3 VACATION CARRYOVER

Vacation should be taken prior to June 1st of the year following the date earned.

Employees earning two weeks vacation each year must take one week of vacation each year. They may either carry over one week of vacation each year or may request to be paid for the unused week of vacation.

Employees earning more than two weeks vacation each year must take two weeks vacation each year. Employees may request to be paid for any unused vacation or may carry over unused vacation. However, the total amount of vacation which may be carried over is limited to three weeks of vacation each year.

24.4 ABSENCES

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

EXAMPLE: If the highest seniority person is entitled to two weeks vacation and wishes to take it all together at one time, his/her seniority privilege would entitle him/her to do so.

24.6

MODIFICATION:

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

## ARTICLE 26

### SAFETY EQUIPMENT

#### 26.1 COMPLIANCE WITH THE LAW

The District agrees 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 Association may present such violation to the District as a grievance under the grievance procedure set forth in Article 29 in this Agreement.

#### 26.2 DISTRICT REQUIREMENTS

Employees shall comply with all safety laws and rules and shall use all safety equipment specified for the work they are performing.

#### 26.3 ISSUANCE OF SAFETY EQUIPMENT

- a. The District shall issue unit members a duty weapon and ammunition. The duty weapon and ammunition is that which has been designated by the Transit Police Chief.
- b. Unit members, upon certification, shall be issued non-lethal chemical weapons appropriate for his/her duty assignments.
- c. The District shall make available to unit members other items of safety equipment appropriate for specific duty assignments. Such other items shall include, but not be limited to, foul weather gear, riot helmets and goggles.

#### 26.4 BACK-UP EQUIPMENT

Unit members may carry a back-up weapon while on duty as designated by the Transit Police Chief.

Changes in the designated back-up weapon are subject to the meet and confer process with the Association.

ARTICLE 27

PERSONAL PROPERTY

27.1 REIMBURSEMENT, REPAIR, REPLACEMENT

The District shall reimburse any Unit employee for the repair or replacement cost of any personal items that are damaged, destroyed, lost or stolen while the employee is engaged in the performance of his/her duties and while on-duty.

27.2 REPLACEMENT, REIMBURSEMENT AMOUNT

Replacement or reimbursement of any personal items shall not exceed \$400.00 per year per unit member.

27.3 EMPLOYEE RESPONSIBILITY

It is understood that it shall be the obligation of the employee to use caution and diligence in the protection of the employee's and the District's property.

27.4 NEGLIGENCE

The reimbursement, repair, replacement provision shall not apply if the damage, loss, destruction or theft was caused through gross negligence by the employee.

27.5 PERSONAL PROPERTY DEFINED

Personal property and District authorized equipment for the purposes of this article is defined as articles of clothing, attire or equipment expected to be worn or used by persons engaged in police work. These items may include but are not limited to a wrist-watch, wedding ring or school ring. It does not include items which have no value to the performance of the job such as necklaces, rings (other than those described above), cosmetic nails, etc. The employee must demonstrate that it has a value to the performance of the job.

The Chief or his/her designee shall determine the job relatedness of the items. This decision is subject to the grievance procedure.

ARTICLE 29

GRIEVANCE PROCEDURE

29.1 PURPOSE

The purpose of the grievance procedure is as follows:

- a. To resolve grievances at the lowest possible level.
- b. To provide an orderly procedure for reviewing and resolving grievances in a timely and equitable manner.

29.2 DEFINITIONS

- a. A grievant shall mean an employee or group of employees covered by this Agreement.
- b. A grievance shall mean a statement by a grievant that a controversy, dispute, or disagreement of any kind or character exists involving the interpretation or application of the terms of the Agreement.

29.3 PROCESS

STEP ONE

All claims or grievances must be submitted, in writing, within 20 days of the knowledge of the act or condition being grieved by the employee (grievant) or authorized Association representative. The grievant or Association representative shall meet to discuss the nature of the grievance in an informal meeting with the supervisor. The grievant shall have the option of having an Association representative present at the informal meeting with the supervisor. The supervisor shall render a decision in writing within 10 days from the date of the informal hearing.

By mutual agreement between the District and the Association, the time limits set forth in Section 29.3 may be extended to specific times in individual cases.

29.4

ONLY MEANS OF SETTLING DISPUTES

The provisions of this Article and Article 30 shall be the sole and exclusive means of settling any dispute or controversy arising out of the application and interpretation of this Agreement.

ARBITRATOR'S DECISION

The parties agree that: (1) the findings of the Arbitrator shall be final and binding on the parties and the employee; (2) that each party shall pay its own representative; (3) that all other expenses of arbitration shall be borne equally by the parties, and said expenses may include the making of a verbatim record of the proceedings and a transcript of that record, if it is deemed necessary by the parties; and (4) that 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 and if the employee is on duty, the District 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.

The arbitration shall be limited to issues specifically set forth in the written grievance which remains unsettled after the procedures set forth above have been exhausted and nothing in this Agreement shall be construed to empower the arbitrator to change any provision of this Agreement.

All arbitrators are requested to expedite their decisions as the parties normally expect a decision to issue within 20 days after the conclusion of the hearing.

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



ARTICLE 32

HEALTH INSURANCE

32.1 NATURE OR COVERAGE

Employees and dependents will be covered by the Non-Contract Health, Dental and Vision care program.

Effective January 1993 the District shall contribute \$404 per month per employee to the Non-Contract Health, Dental and Vision Care program. The employee contributions are as follows:

Single: \$15 per month  
Couple: \$40 per month  
Family: \$60 per month

Effective January 1, 1994 the District shall contribute a maximum of \$420 per month, per employee to the Non-Contract Health, Dental and Vision Care program. If the average cost of the insurance is more than \$420 per month, per employee, the employee contributions will be increased to cover the difference.

Effective January 1, 1995 the District shall contribute a maximum of \$460 per month, per employee to the Non-Contract Health, Dental and Vision Care program. If the average cost of the insurance is more than \$460 per month, per employee, the employee contributions will be increased to cover the difference.

Employee contributions to the Non-Contract Health, Dental and Vision Care program will be deducted from the employee's paycheck on a pre-tax basis.

Employees presenting evidence of medical coverage other than that provided by the District, may elect to not be covered by the District's Health, Dental and Vision Care program. Employees must either elect coverage in all three (Health, Dental and Vision Care) or none of the three. Employees electing no coverage will receive the same "rebate" as that given to Non-Contract employees.

For each year that a new retirement plan is operative during the term of this contract, the District will contribute to the new retirement plan no more than 5.27% of the gross salary for each employee covered by this Agreement, but will not contribute to both the new plan and the current Non-Contract Plan on behalf of employees covered by this Agreement. Any costs over and above the District's contributions will be paid by the employees.

Both the District and the Association retain the right to reject any new plan developed and retain the current Non-Contract Plan. However, provided there is no added cost to the District and the new plan is in accordance with acceptable accounting, actuarial and pension standards, the District will not unreasonably reject a new plan. If by February 1, 1994, the District and Association have not agreed to implement a new retirement plan option, the District will be under no further obligation to consider any changes to the retirement benefits of employees covered by this Agreement.

None of the provisions of this section shall be subject to the grievance/arbitration process contained in Articles 29 and 30.

33.2

INJURED ON DUTY PAY

In the event a Transit Police Officer is physically injured in the line of duty, while involved in an interrogation, apprehension, arrest, assault, engaged in preventive patrol while in a vehicle or similar activity, such injury resulting in loss of time, the District shall compensate the employee for 100% of time lost from work for the first six months of disability and 80% of the time lost for the following six months. Payment will be limited to a maximum of one year after the date of any one incident. During this period of absence, the basis of payment will be as shown above less Workers' Compensation benefits. Medical verification must be provided, and the proper reports must be filed in conjunction with the injury, pursuant to the Rules of Practice and Procedure for the W.C.A.B.

33.3

LONG TERM DISABILITY

At the conclusion of the six month period, the employee will be covered by the Long Term Disability Insurance policy provided by the District. However,

ARTICLE 34

OJT PREMIUM

34.1 FIELD TRAINING OFFICER

Unit members classified as Transit Police Officers who are designated as a Field Training Officer (FTO) of record to train a new recruit, shall receive a premium of 5% above the abuse rate while engaged in such training.

34.2 LIMITATIONS

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 recruit due to the absence of the FTO of record.

ARTICLE 36

TRAINING

36.1

DETERMINATION OF TRAINING

The SCRTD shall insure that its Transit Police Officers are adequately trained to perform their duties as determined by the Transit Police Chief in accordance with P.O.S.T. standards as they apply to the Transit Police Department.

ARTICLE 38

COMPENSATION

38.1 The Salary Schedule for Transit Police Officers and Sergeants incorporated in this Agreement as Appendix A reflects the salary schedule in effect with the signing of this Agreement.

Effective October 30, 1993 each step of the salary schedule shall be increased by 3.5%.

Effective October 30, 1994 each step of the salary schedule shall be increased by 3.5%.

2. This does not apply to employees who have completed the promotional probationary period nor to employees who are terminated for misconduct.

This provision only applies to an employee who has met the Association's requirement to maintain his/her membership in said organization.

39.2

FALSIFICATION OF RECORDS

It is understood that evidence of falsification of application for employment shall subject the employee to removal from service, if such evidence is discovered within twelve months of date of employment. After twelve months of service the falsification must be of substantial current significance in order to subject the employee to discipline or discharge.

ARTICLE 41

FLEXIBLE SPENDING ACCOUNT

41.1

Employees represented by TPOA will be afforded the opportunity to participate in the Flexible Spending Account Program offered by the District.

b. Sick Leave - In accordance with Article 22 of the Agreement, employees will be compensated the number of hours scheduled to work (8, 9 or 10) on the day of the absence, to the extent the employee has accumulated adequate sick leave hours.

c. Vacation - In accordance with Article 24 of the Agreement, employees will be compensated the number of hours scheduled to work on the day vacation is taken, to the extent the employee has earned sufficient vacation hours.

d. Holidays will be paid as follows:

i) For holidays falling on an employee's scheduled day off, eight hours at the employee's straight time rate of pay.

ii) For holidays falling on an employee's scheduled work day, but which are not worked, the employee will be paid eight hours straight time rate of pay.

Employees may elect to use accrued hours of floating holidays or vacations in order to be paid for the remaining hour(s) of the scheduled shift.

iii) Employees who work on a holiday will be paid eight hours of holiday pay at straight time plus time and one-half the straight time rate of pay for all hours worked.

#### 4. Training

a. Employees attending District training sessions are entitled to a daily maximum of eight hours of pay at their straight time rate. Employees may elect to use accrued hours of floating holidays or vacations in order to be paid for the remaining hour(s) of the scheduled shift.

#### 5. Termination of the Pilot Program

a. After implementation, either party may terminate the flexible hours program upon written notice to the other, provided there is at minimum a ninety days trial period.

b. The pilot program is established for a twelve month period.

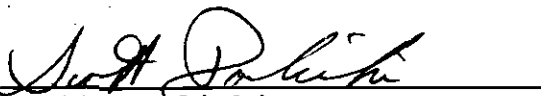



Signed this 5<sup>th</sup> day of March, 1993, at 425 South Main Street,  
Los Angeles, California.

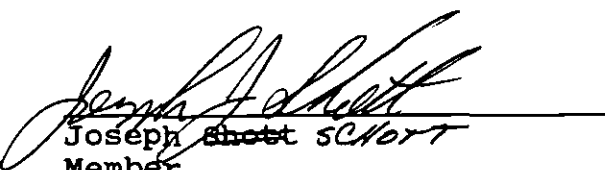
THE TRANSIT POLICE OFFICERS  
ASSOCIATION

  
Leland Tainter  
Chief Negotiator - President

  
Luke R. Fuller  
Vice President

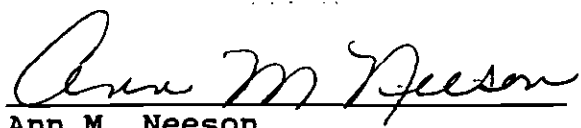
  
Scott Pawlicki  
Member

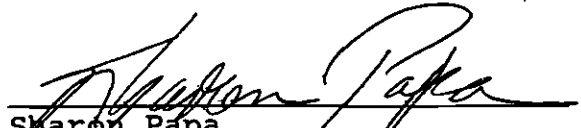
  
Everett Rodriguez  
Member

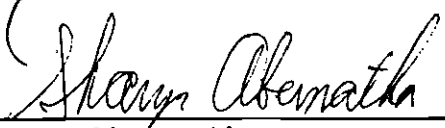
  
Joseph Short  
Member

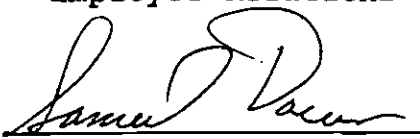
THE SOUTHERN CALIFORNIA RAPID  
TRANSIT DISTRICT

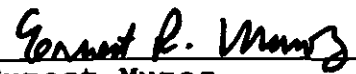
  
Alan F. Pegg  
General Manager

  
Ann M. Neeson  
Director, Employee Relations


  
Sharon Papa  
Transit Police Chief

  
Sharyn Abernatha  
Chief Negotiator - Manager,  
Employee Relations

  
Samuel Dacus  
Transit Police Captain

  
Ernest Munoz  
Transit Police Lieutenant

  
Timothy Murphy  
Transit Police Lieutenant

  
Deborah Roberson-Simms  
Sr. Employee Relations Analyst

APPENDIX A

PAY ADJUSTMENTS

A. PAYMENT ON MINUTE BASIS

Subject to the governing provisions of this Agreement, the following rates of pay shall be effective on the date(s) indicated for employees and will be paid on the minute basis at applicable straight time rates of pay in accordance with the class of service performed.

B. PREMIUM RATES

1. Employees who possess an Intermediate P.O.S.T. Certificate will receive two and one-half percent (2.5%) above their actual rate of pay.
2. Employees who possess an Advanced P.O.S.T. Certificate will receive a total of five percent (5%) above their actual rate of pay.
3. Investigators who are assigned the duties of Watch Commander shall receive five percent (5%) in addition to their actual pay while performing the duties of Watch Commander.

**SALARY SCHEDULE FOR TRANSIT POLICE OFFICER SERIES**  
**EFFECTIVE OCTOBER 30, 1991**

STEP PROGRESSION            A            B            C            D            E            A            B            C            D            E

**SENIOR TRANSIT POLICE OFFICER**

**ACTING AS WATCH COMMANDER**

Adv. Post Cert**	19.18	20.21	21.30	22.47	23.51	20.13	21.22	22.36	23.60	24.69
Interm. Post Cert*	18.72	19.72	20.79	21.93	22.95	19.66	20.71	21.83	23.03	24.10
Hourly Base Rate	18.26	19.24	20.28	21.40	22.39	19.18	20.21	21.30	22.47	23.51
Monthly Base Rate	\$3166	\$3335	\$3515	\$3710	\$3881					

**TRANSIT POLICE OFFICER**

**ACTING AS FIELD TRAINING OFFICER**

Adv. Post Cert**	17.92	18.87	19.92	21.03	22.21	18.81	19.81	20.91	22.08	23.33
Interm. Post Cert*	17.49	18.42	19.45	20.53	21.68	18.39	19.34	20.43	21.56	22.77
Hourly Base Rate	17.07	17.97	18.97	20.03	21.15	17.92	18.87	19.92	21.03	22.21
Monthly Base Rate	\$2958	\$3115	\$3288	\$3472	\$3667					

**TRANSIT POLICE TRAINEE**

Adv. Post Cert**	16.38	17.26	18.21	19.21	20.28
Interm. Post Cert*	16.00	16.86	17.78	18.75	19.79
Hourly Base Rate	15.60	16.44	17.35	18.29	19.31
Monthly Base Rate	\$2704	\$2850	\$3007	\$3171	\$3348

- \* Intermediate Post
- \*\* Advanced Post
- \*\* Supervisor Post

This schedule is calculated by increasing all hourly pay values in the 10/30/88 Salary by 11% as a pay-for-performance increase and COLA increase.

PREPARED BY: EMPLOYEE RELATIONS DEPARTMENT/2300  
 DATE: DECEMBER 10, 1992

SCR TD/SCTPOA FORM NO. 1

GRIEVANCE PROCEDURES FORM

DATE: \_\_\_\_\_

GRIEVANCE NO. \_\_\_\_\_  
SCR TD USE ONLY

EMPLOYEE NAME: \_\_\_\_\_

BADGE # \_\_\_\_\_

DEPARTMENT/DIVISION \_\_\_\_\_

SHIFT NO: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_  
=====

THE ASSOCIATION WISHES TO GRIEVE THE DISTRICT'S RESPONSE

DATED: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

[ ] 1ST LEVEL [ ] 2ND LEVEL [ ] 3RD LEVEL [ ] ARBITRATION

\_\_\_\_\_  
SIGNATURE ASSOCIATION  
REPRESENTATIVE

\_\_\_\_\_  
GRIEVANT SIGNATURE

REASON FOR GRIEVANCE:

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\_\_\_\_\_  
\_\_\_\_\_  
=====

RECEIVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DISCUSSION OF THIS GRIEVANCE IS SCHEDULED FOR \_\_\_\_\_

DATE: \_\_\_\_\_

SCR TD / SCTPOA FORM NO. 3  
GRIEVANCE PROCEDURES FORM

DATE: \_\_\_\_\_ GRIEVANCE NO. \_\_\_\_\_  
SCR TD USE ONLY

EMPLOYEE NAME: \_\_\_\_\_ BADGE # \_\_\_\_\_

DEPARTMENT/DIVISION \_\_\_\_\_ SHIFT NO: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_  
=====

THE ASSOCIATION WISHES TO GRIEVE THE DISTRICT'S RESPONSE

DATED: \_\_\_\_\_ SIGNED BY: \_\_\_\_\_

1ST LEVEL    2ND LEVEL    3RD LEVEL    ARBITRATION

\_\_\_\_\_  
SIGNATURE ASSOCIATION  
REPRESENTATIVE

\_\_\_\_\_  
GRIEVANT SIGNATURE

REASON FOR GRIEVANCE:  
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RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DISCUSSION OF THIS GRIEVANCE IS SCHEDULED FOR \_\_\_\_\_

DATE: \_\_\_\_\_