AGREEMENT

between

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

and

TRANSIT POLICE OFFICERS ASSOCIATION

SCRTD
*
.C8
1983

EFFECTIVE OCTOBER 1, 1983

TABLE OF CONTENTS

			Page Nos.
ARTICLE	1	PURPOSE OF CONTRACT	1
ARTICLE	2	CONTINUITY OF SERVICE	2
ARTICLE	3	DISTRICT RIGHTS	3
ARTICLE	4	UNION RIGHTS	4
ARTICLE	5	DUES CHECKOFF	7
ARTICLE	6	BULLETIN BOARDS	9
ARTICLE	7	UNION SECURITY	10
ARTICLE	8	EMPLOYEES' BILL OF RIGHTS	12
ARTICLE	9	PERSONAL AFFAIRS	13
ARTICLE	10	LAYOFFS	14
ARTICLE	11	MAINTENANCE OF BENEFITS	15
ARTICLE	12	MILEAGE	16
ARTICLE	13	WITNESS PAY AND JURY DUTY	17
ARTICLE	14	TRANSPORTATION PASSES	19
ARTICLE	15	PUBLICATION	21
ARTICLE	16	SHIFTS AND SCHEDULES	22
ARTICLE	17	HOURS OF WORK	24
ARTICLE	18	OVERTIME	25
ARTICLE	19	DISPLACEMENT	26
ARTICLE	20	SEVERANCE	27
ARTICLE	21	LEAVES OF ABSENCE	28
ARTICLE	22	SICK LEAVE	32
ARTICLE	23	HOLIDAYS	33
ARTICLE	24	VACATION	35
ARTICLE	25	UNIFORMS AND EQUIPMENT	37
ARTICLE	26	SAFETY EQUIPMENT	38
ARTICLE	27	PERSONAL PROPERTY	40
ARTICLE	28	DISCIPLINE	41
ARTICLE	29	GRIEVANCE PROCEDURE	42
ARTICLE	30	ARBITRATION PROCEDURE	45
ARTICLE	31	LIFE INSURANCE	47
ARTICLE	32	HEALTH INSURANCE	48
ARTICLE	33	RETIREMENT AND I.O.D. PAY	49
ARTICLE	34	OJT PREMIUM	50
ARTICLE	35	MAILING OF PAYCHECKS	51
ARTICLE	36	TRAINING	52
ARTICLE	37	TERM OF AGREEMENT	53
APPENDIX	A	PAY ADJUSTMENTS	
APPENDIX	B	GRIEVANCE FORMS (3)	

S.C.R.T.D. LIBRARY

23163211

ARTICLE 1

PURPOSE OF CONTRACT

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).

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:

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

B. Provide for the fair treatment of said employees;

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

D. 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;

E. 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 2

CONTINUITY OF SERVICE TO THE PUBLIC

A. It is recognized that the parties are engaged in rendering 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 the 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 seven (7) days of the effective date of any such rules, regulations or laws.

B. During the term of this Agreement, neither the Association nor its members shall call or engage in any strike.

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

ARTICLE 3

DISTRICT RIGHTS

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

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.

ARTICLE 4

UNION RIGHTS

RECOGNITION

A. The District recognizes the Association 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 permanent and probationary full time sworn personnel of the Transit Police Department excluding Chief, Assistant Chief and Lieutenants.

B. The parties agree that the term "employee", wherever used herein, whether singular or plural, means and applies only to those employees of the District included within said bargaining unit, and that this Contract covers only said employees.

C. The District and the Association agree that no employee shall be discriminated against on account of Association membership, non-membership, race, religion, national origin, or sex, or for any other unlawful reason whatsoever.

D. The District and the Association further agree that vacancies in the Transit Police Department shall be made from the ranks of Unit employees whenever practicable. This in no way restricts the District from hiring from outside the Department when there are insufficient qualified Transit Police Officers for consideration.

RELEASE TIME

A. The District recognizes that it is of benefit both to the District and the Association to permit the negotiating team for the Association leave from duty with full pay during scheduled working hours to participate in negotiating sessions with District representatives. Any employee participating in the meet and confer process during non-scheduled work 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 three (3) paid and on-duty employees may be on the negotiating team at any one time. The limitation of three employees may be waived upon mutal consent.

B. The District recognizes the need for Association Officers to travel out of town in order to attend seminars and meetings pertaining to Association business, and agrees to allow fifteen (15) days per fiscal year to the Association with pay for this purpose. Scheduling permitted, 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 concurrence of the appropriate supervisor.

C. The above described release time shall be without loss of pay, benefits or seniority, and without any other adverse employment related consequences for affected employees.

ACCESS

The District agrees to grant official representatives of the Association the access and right to discuss any grievance or problem arising under the terms of this Agreement with any affected employee during working hours, providing advance notice has been obtained from District management whenever possible.

A member of the Executive Board or a Steward may leave his work during working hours with the permission of his immediate supervisor, for the purpose of performing the following duties for an employee or group of employees in his jurisdiction:

1. To present a grievance for adjustment to the aggrieved employee's supervisor or Watch Commander when so requested by an employee under his jurisdiction.

2. To investigate any such grievance so that it can be properly presented to the employee's immediate superior, or further processed.

If the duties performed by a member of the Executive Board or a Steward as described above, are performed on district property, there will be no loss of pay for the Union representative involved.

It is understood and agreed by the parties hereto that each will cooperate with the other in reducing a minimum the actual time spent by Executive Board Members or Stewards in investigating, presenting and adjusting grievances or disputes. The Association may use District facilities to conduct meetings when such facilities are available.

A paid release time of up to two hours shall be provided the employee and his representative for the investigation and preparation of formal grievances. The time so spent must be scheduled in advance with the employee's supervisor.

No reprisals whatsoever shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

ARTICLE 5

DUES CHECKOFF

SECTION 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.

SECTION 2. AUTHORIZATION FOR DEDUCTIONS

For each employee from whom deductions referred to the Section 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 the District prior to the time the affected employee's name first appears on the deduction list referred to in Section 3 of this Article.

SECTION 3. DEDUCTION LIST FURNISHED BY ASSOCIATION

The designated officers or representatives of the Association shall submit to the Controller, at least ten (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.

SECTION 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.

SECTION 5. ERROR IN DEDUCTION LISTS

Errors in the deduction list shall be corrected by the Association by adjustment included in the subsequent list furnished by the Association to the District. Questions

arising as to the correctness of the amount shown on deduction list will be handled direct with the Association by the employees.

SECTION 6. WHEN DEDUCTIONS MADE AND PRIORITY OF DEDUCTIONS

Deduction may be made by the District on only one (1) payroll audit per month designated by the District. If employee's earnings during a particular payroll audit designated by the District are insufficient to permit full deductions, no deduction will be made and the District will not be responsible. Therefore, the following payroll deduction 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

SECTION 7. DISTRICT'S RESPONSIBILITY

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

SECTION 8. INDEMNIFICATION BY ASSOCIATION

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

SECTION 9. TERMINATION FOR GRADE OR CLASS

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

SECTION 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 6

BULLETIN BOARDS

SECTION A. BULLETIN BOARDS

The District will provide and erect a glass encased bulletin board (1) with locks and keys. The keys will be given to the duly elected Association President. The bulletin board shall be used by the Association only for the posting of Association approved material. The placement of the bulletin board will be determined by the District. The bulletin board remains the property of the Association.

SECTION B. PROHIBITED ITEMS

The Association agrees not to post or distribute any unapproved notice, pamphlet, advertisement, political material or any other kind of literature upon District property. The Association further agrees not to post materials which would interfere with the needs of the department or which is derogatory to an employee or employees of the District or other employee organizations in the fair and equitable judgement of the Transit Police Chief.

SECTION C. MAINTENANCE OF BULLETIN BOARDS

The Association agrees to maintain and if necessary repair the bulletin board at their own expense.

ARTICLE 7

UNION SECURITY

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, 1983, must, as a condition of employment, maintain his 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 (30) 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 employees check in the same manner as union dues.

DISCHARGE FOR NON-MEMBERSHIP

The District agrees, upon notice from the Association to discharge any employee who has not maintained his membership in the Association as provided in the previous section or has not become a member or commenced contribution of agency fees within thirty (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.

NOTIFICATION OF ENTERING AND LEAVING

The District shall forward to the Transit Police Association monthly, the names of all persons covered by this Contract entering or leaving its employ.

ENTERING OR LEAVING MILITARY SERVICE

The District shall also provide the names of all employees covered by this Contract who are leaving or reentering the service of the District from military service and giving the dates hereof.

DISTRICT TO INFORM EMPLOYEES

The District shall inform each employee covered by this Contract, now in the service of the District, as well as each new employee, of the existence of this Contract, Articles and Sections.

DISTRICT TO REFER NEW EMPLOYEES TO UNION

The District shall furnish each new employee covered by this Contract, with the name and address of the Transit Police Officers Association and refer him to the Union where a copy of this Contract may be obtained.

S.C.R.T.D. LIBRARY

ARTICLE 8

EMPLOYEES BILL OF RIGHTS

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

ARTICLE 9

PERSONAL AFFAIRS

It is agreed provided it does not affect employees 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.

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

ARTICLE 10

LAY-OFFS

In the event it is necessary to lay-off employees due to a reduction in force, said lay-offs will be in accordance with the District's Non-Contract Lay-Off Policy, which is incorporated in this Agreement by reference.

ARTICLE 11

MAINTENANCE OF BENEFITS

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.

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 2, 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 12

MILEAGE

TRAVEL TO CHANGED LOCATIONS

Employees covered by this Agreement who are required by the District to use their personal cars to travel from one assigned location to another, after signing on for duty, shall be compensated for such travel at the rate of twenty-two cents (22¢) per mile.

DISTRICT BUSINESS

Employees covered by this Agreement who are required by the District to use their personal cars on District business shall be compensated for such travel at the rate of twenty-two cents (22¢) per mile.

INSURANCE COVERAGE

Employees desiring benefits pursuant to this Article must comply with applicable insurance requirements established by the District's Insurance Department.

ARTICLE 13

WITNESS PAY/JURY DUTY

A. 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 1 1/2 times their straight time rate as follows:

Off-duty appearance: Hour for hour pay with a three (3) hour minimum paid at 1 1/2 times their straight time rate.

Off-duty On Call and no appearance: hour for hour pay with a three (3) hours minimum paid at their straight time rate.

B. 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 Personnel. The Personnel 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.

The District 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 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 salary an amount equal to the court's compensation as shown below:

$5.00 per day for Superior/Municipal Court service in Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties.

$30.00 per day for service in U. S. District Courts of the Central District of California.

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

ARTICLE 14

TRANSPORTATION PASSES

SECTION A. 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 the spouse.

SECTION B. 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.

SECTION C. 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.

SECTION D. REPLACEMENT OF LOST PASSES

A fifteen ($15.00) dollar administrative fee will be levied for replacement of lost or stolen employee or dependent passes. This administrative fee shall be three ($3.00) dollars for retired employees or their dependents. Only one (1) lost or stolen pass will be replaced for each employee or dependent each year.

SECTION E. 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 ($20.00) dollars per month for the balance of the period for which each pass is issued.

SECTION F. 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 the remarriage of the spouse.

SECTION G. Dependent Children Defined

For the purpose of this Section, dependent children will be considered to be eligible to attainment of age 19, or in the case of a full-time student, to attainment of age 22.

ARTICLE 15

PUBLICATION OF AGREEMENT

It is agreed that the District shall prepare and print, at no cost to TPOA or Unit employees, one hundred (100) copies of the final Agreement and provide these to the Association.

ARTICLE 16

SHIFTS AND SCHEDULES

A. SHIFTS

For the purpose of the application of shift differential, the work day shall be divided into three (3) 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 shall 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.

All places where the term "shift" is used, the term "watch" is considered interchangeable.

B. LOCKERS

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

C. SHIFT DIFFERENTIAL

All employees who work the major portion of their work day on Swing shift shall receive shift premium pay of (20¢) twenty cents per hour and all employees who work the major portion of their work day on the Graveyard shift shall receive premium pay of (30¢) thirty cents per hour.

D. MEAL PERIODS

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

E. BREAK PERIODS

Employees covered by this Agreement shall receive two (2) paid fifteen (15) minute breaks in addition to their meal period each work shift.

F. 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 17

HOURS OF WORK

Subject to applicable overtime provisions and to applicable provisions regarding paid and unpaid absences from work, Unit employees shall work forty hours in any given work week, defined as Sunday through Saturday.

All employees covered by this 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 day worked and minimum allowance of eight (8) hours shall not apply.

S.C.R.T.D. LIBRARY

ARTICLE 18

OVERTIME

SECTION A. REGULAR OVERTIME PROVISION

All employees shall be paid 1 1/2 times their straight time hours for all work they perform in excess of 8 hours per day or 40 hours per week, at their regular straight time hourly rate of pay.

SECTION B. PROVISION AGAINST PYRAMIDING

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

SECTION C.

It is agreed that overtime shall be calculated and compensated in units of 30 minutes of time worked on an overtime basis, subject however, to the paragraphs below.

SECTION D.

It is agreed that employees working a fixed shift schedule shall be compensated at the applicable premium rate of a minimum of 30 minutes of overtime for each overtime assignment worked contiguous to an employee's scheduled shift.

SECTION E.

It is agreed that employees working a fixed shift schedule shall be compensated at the applicable premium rate of a minimum of 3 hours of overtime for each overtime assignment worked, which is not contiguous to an employee's scheduled shift.

SECTION F.

Overtime may be paid in "Comp Time" at time and one half up to a maximum of 40 hours to be accumulated on the books. Any amount of Overtime above 40 hours will be paid in cash at 1 1/2 times the employee's base rate.

It shall be up to the employee's discretion as to whether s/he is to be paid in "Comp Time" or cash (first 40 hours).

ARTICLE 19

DISPLACEMENT

It is agreed that the District shall not assign to District employees other than Unit District employees functions which have historically been performed by Unit classifications/ employees, nor take any contracting action which reduces or replaces members of the Bargaining Unit during the term of this Agreement. However, the District may, at its discretion, increase police services through outside contracting with other public organizations.

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 20

SEVERANCE

It is agreed that if any provision of the Agreement should be found invalid, unconstitutional, unlawful or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

In the event that any provision of the Agreement should be found invalid, unconstitutional, unlawful or unenforceable, the District and Transit Police Officers Association agree to renegotiate the provision, such renegotiation to commence within thirty (30) days of such finding.

ARTICLE 21

LEAVES OF ABSENCE

MATERNITY LEAVE

All employees who are unable to continue working in their present position because of a disability resulting from pregnancy will be granted a disability leave of absence. All employees are expected to work until a statement is received from the attending physician which certifies the disability and provides an expected return to work date. Maternity shall be treated the same as any other illness.

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 fifteen (15) working days, provided that the employee gives forty-eight (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 my 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 10 as employee's spouse, dependent child or step-child, parent or step-parent, if the employee's presence is required.

2. Personal emergencies where the employee 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.

B. Long-term Personal Leave

All leaves of absence in excess of sixteen (16) calendar days may be requested by completing leave of absence Form RTD 38-33, which must be approved by the employee's Department Head, the Director of Personnel, the appropriate Executive Staff member, and the General Manager. 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 more than sixteen (16) days 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 returning 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 of the cost of medical, life, dental and long term disability insurance.

D. Leave of Absence Because of Illness or Injury

Employees covered by this agreement are eligible for an extended leave of absence because of illness or injury for up to two(2) years from the last day worked without loss of seniority. Employees who are off work and are not expected to return to work for an extended period of time are placed on Indefinite Leave. Employees returning to work after an extended illness must provide a release from their doctor permitting them to resume duties.

While on leave of absence, the District will continue to provide the District-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 dependents' medical, dental and vision coverage after they return to work.

E. Bereavement Leave

A Bereavement Leave of Absence of up to three (3) working days shall be granted employees as a result of death in the immediate family without any reduction in pay. The immediate family is considered to be employee's parents (including step-parents or foster parents); 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.

Employees may use accrued floating holidays and/or vacation in conjunction with bereavement leave with the approval of their supervisor.

F. Military Leave

If an employee is drafted or voluntarily enlists in the Armed Forces of the United States or State National Guard, he/she will be placed on military leave with no loss of service credit. Employees with one or more years of District service at the time of entrance into regular military service are entitled to receive their usual compensation for the first 30 calendar days of military leave. Upon separation from military service, the employee must present the District with a copy of his/her separation papers (DD 214) and report for work within 90 days of the date of separation to be eligible for reinstatement to his/her former position. This applies only to the initial tour of active military service. Voluntary re-enlistment lasting longer than one year will automatically terminate the employee's eligibility for reinstatement to the previously held job.

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 30 calendar 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 Personnel Department with a signed copy of the military orders, along with a Leave of Absence form, RTD 38-33. 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.) However, the District will make reasonable attempts to informally adjust the employee's work days to allow attendance at Inactive Duty for Training activities.

*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.

ARTICLE 22

SICK LEAVE

Employees earn one day (8 hours) of paid sick leave per each two months of service from their date of hire to the third anniversary of employment. On the third anniversary of employment, four (4) additional days (32 hours) are awarded as an adjustment.

Beginning on the fourth anniversary of employment, and continuing through the sixth anniversary of employment, employees earn ten (10) days (80 hours).

On the seventh anniversary of employment and annually thereafter, employees earn one (1) month (173 hours and 20 minutes) per year.

The maximum accumulation allowed is two hundred ten (210) days (1,680 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.

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 (s)he is paid the difference between the outside benefit and his/her days's normal pay. Only that portion of sick time actually paid to the employee is charged against accrued sick leave.

An employee <u>may</u> be required, at his/her supervisor's discretion, to bring a doctor's release upon returning to work when (s)he is absent because of illness or injury. An employee <u>will</u> be required to submit a doctor's release if (s)he has been hospitalized for any reason or if (s)he is absent for 5 successive working days. This release should indicate the nature of the illness or problem for which (s)he has been treated. Failure to present this doctor's release as requested may result in the employee being withheld from service without pay, sick pay, or other compensation until the release is presented.

If an employee becomes ill for more than three (3) 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 time missed will then be rescheduled at a later time.

ARTICLE 23

HOLIDAYS

All employees covered by this Agreement are entitled to twelve (12) holidays each year, paid at eight (8) 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
Four Floating Holidays*

*Earned as of June 1, of each year.

FIXED HOLIDAYS

Of the twelve 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 2 1/2 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. 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.

MOVABLE

The remaining six holidays are considered movable. They are the employee's anniversary, birthday, and the four floating holidays. These six holidays can be accumulated from year to year for a maximum of three years. They must be taken within three years of the date earned. Movable holidays must be approved in advance by the Department head or his designee.

S.C.R.T.D. LIBRARY

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

ARTICLE 24

VACATIONS

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

Amount of Service	Amount of Vacation
One years' service	2 weeks
Five years' service	3 weeks
Ten years' service	4 weeks
Fifteen years' service	5 weeks
Twenty-Six years' service	6 weeks

2. If an employee's hire date is other than June 1st, the employee's vacation is pro-rated at 1/12 of two weeks for every month of service.

3. Vacation should be taken prior to June 1st of the year following the date earned. Under exceptional circumstances, vacation balances for the previous year only may be carried forward upon recommendation of Department Head, and approval of General Manager.

4. 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.

5. 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.

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

7. The sole factor for determining vacation benefits will be Departmental seniority in each job classification.

8. Bidding for vacation benefits will be conducted once a year.

9. Seniority privileges will prevail until April 1 of each year. Personnel who do not submit their vacation request by April 1 will not be permitted to exercise seniority privileges.

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

11. Multiple-splitting of vacation benefits will be permitted provided dates desired do not interfere with employees with priority seniority privileges.

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

ARTICLE 25

UNIFORMS AND EQUIPMENT

1. It is agreed that, effective October 1, 1983, each employee newly appointed to a Unit position shall be issued, at no cost to the employee a complete set of all required uniform items..

2. It is agreed that the District shall provide, at no cost to the employee, the first issue of any change in or modification of an employee's uniform.

3. It is agreed that, effective on the employee's Anniversary date and annually thereafter, each Unit employee shall receive an allowance of Four Hundred and Fifty Dollars, ($450.00) in a single annual payment, for uniform care and replacement due to normal wear. This allowance will include costs of body armor protective vest covers which will be furnished by each employee.

4. It is agreed that, uniforms lost, stolen, damaged or destroyed in the line of duty shall be replaced by the District at no cost to the employee. 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.

5. The District agrees to provide all Sergeants with the use of a file cabinet for the storage of necessary work related files and documents. The file cabinets remain the property of the District.

ARTICLE 26

SAFETY EQUIPMENT

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 28 in this Agreement.

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

1. Each Unit uniformed peace officer shall carry the District issued 38 cal. Smith and Wesson firearm on duty.

2. Each Unit non-uniformed peace officer shall carry a firearm on duty.

3. Duty weapons and ammunition as determined by the District shall be issued by the Disrict to each unit employee who so desires. An officer shall have the option to purchase and carry his/her own on duty weapon as long as it is approved by the Transit Police Chief or his designee. For this privilege, employees who elect to carry their own weapon after obtaining required approval, shall supply their own ammunition which must also be approved by the Transit Police Chief or his designee.

   The District retains the right to determine the type of weapon and ammunition carried by its employees.

4. Each Unit peace officer upon certification shall be issued non-lethal chemical weapons appropriate for his or her duty assignments.

5. The District shall make available to Unit employees 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, goggles and softbody armor.

6. Uniformed officers while on duty are authorized to carry as back up guns the following: 9 MM, 45 Auto - Colt.

Officers assigned to non-uniform duties while on duty are authorized to carry as their primary weapon 9 MM, 45 Auto
in lieu of the department issued revolver.

Officers must be certified in the use of the weapon they choose, by the department armorer prior to carrying it on duty.

Officers who elect to use other than department issued weapons as back up weapons are expected to purchase and maintain the weapon at their own expense. At least two full clips of support ammunition must be carried with the weapons.

Department will not furnish ammunition for automatic weapons.

Officers will be required to qualify with the weapon they choose bi-monthly.

ARTICLE 27

PERSONAL PROPERTY

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.

Replacement or reimbursement of any personal items shall not exceed Two Hundred Dollars ($200.00) per item.

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.

ARTICLE 28

DISCIPLINE

It is agreed that disciplinary action against Unit employees shall be imposed only for just cause. The parties agree that disciplinary appeals shall be subject to the grievance procedure that is a part of this Agreement, but the grievance procedure may begin at step two. The Transit Police Chief or his designee shall be responsible for the imposition of discipline.

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

The District agrees that the Association will be consulted on proposed amendments to Police Department rules and regulations affecting working conditions and performance.

ARTICLE 29

GRIEVANCE PROCEDURE

PURPOSE

The parties to this Agreement mutually agree that the purpose of the procedure are:

1. To resolve grievances at the lowest possible level.

2. To provide an orderly procedure for reviewing and resolving grievances in a timely and equitable manner.

DEFINITIONS

1. A grievant shall mean an employee or group of employees covered by this Agreement.

2. 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.

   When a grievance or dispute has been presented to the District within twenty (20) days following knowledge of the act or condition which is the basis of the complaint by an employee or an authorized Association representative, and has not been satisfactorily adjusted by an authorized District representative, and the employee or the Association wishes to further prosecute the issue, it shall then be adjusted according to the following procedure:

STEP ONE:

The grievant shall submit the grievance in writing and shall meet to discuss the nature of the grievance in an informal meeting with the supervisor. The grievant shall have the option of having a an Assocation representative present at the informal meeting with the supervisor.

At the conclusion of the informal meeting, the supervisor shall render an answer in writing to the grievant within ten (10) days. In the event that the supervisor fails to answer within the ten (10) day period, the grievance shall immediately be advanced to the next step.

STEP TWO:

In the event that the grievant does not concur with the supervisor's answer, the grievant may move the grievance to this STEP TWO, providing that he/she does so within ten (10) days from the date the grievant receives the supervisor's answer pursuant to STEP ONE.

In STEP TWO the grievance is submitted to the Department Head or his designee in written form. Such hearing shall be held within ten (10) days from the date that the grievance is submitted to the second step. The second step hearing may be attended by an Assocation representative, the grievant, any relevant witnesses, and the Department Head or his designee. Such hearing shall be conducted in an informal manner and both the Association and the District shall endeavor to present all the known facts and circumstances related to the grievance in an effort to resolve the dispute. The Department Head or his designee shall render a decision in writing within ten (10) days from the date of the second step hearing. Copies of the decision of the Department Head or designee shall be mailed to the Association and the grievant on the day that the decision is rendered. In the event that the Department Head or designee fails to answer within said ten (10) days, the grievance will be deemed to automatically proceed to STEP THREE of this procedure.

STEP THREE:

In the event that the grievant and the Association do not concur with the decision of the Department Head or his designee the grievance may be advanced to STEP THREE, providing that the grievance is moved within ten (10) days of the Association receiving the decision of the Department Head or designee.

In STEP THREE the grievance is submitted to the General Manager or his designee. The STEP THREE hearing shall involve a representative of the Association, the grievant, relevant witnesses and\or representatives from departments affected. While the third step is to be informal, every effort shall be made by both parties to present all matters that should be considered.

ONLY MEANS OF SETTLING DISPUTES:

It is understood and agreed that the provisions of this Article and Article 29 shall be the sole and exclusive means of settling any dispute or controversy arising out of the application and interpretation of this Agreement.

NOTICE: The right to appeal the final decision made at any step of the Grievance Procedure to a court of law 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 30

ARBITRATION PROCEDURE

If the Association is not satisfied with the response of the General Manager in Step 3 grievance procedure, the Association may, within twenty (20) days of receipt of the General Manager's decision, give a written "Demand for Arbitration" to the District to move the matter to arbitration. Either the Association' or the District 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 District, such question shall be decided in the first instance by the arbitrator.

Within ten (10) days after receipt of the "Demand for Arbitration" the District and the Association shall meet to select an arbitrator from the list of seven arbitrators which is contained in this Article. If the parties cannot agree on which arbitrator shall be used for a particular grievance, the District and the Association shall alternately strike names until one name remains. The party striking first shall be determined by lot.

In the event the panel is depleted or in the event no member of the panel is willing to serve on any given arbitration, then the neutral arbitrator shall be selected from a list of five (5) qualified arbitrators furnished by the State Conciliation Service from which Association will strike one, then the District one, then Association one, District one, and the remaining person is selected. In the event of inability of the arbitrator as above selected to serve, the parties shall request a new list from the State Conciliation Service and thereafter strike names therefrom as above provided.

The date of the hearing will be agreed to by the arbitrator, the District, and the Association.

The parties agree that: (1)the findings of the Arbitrator shall be binding on the parties;(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; (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 (s)he may appear as a witness. If an employee witness is called by either party, the party calling such employee wil reimburse such employee for the time lost.

The arbitration shall be limited to issues specifically set forth in the written grievance which remain 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 twenty (20) days after the conclusion of the hearing.

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

Arbitration Panel:

1) Philip Tamoush
2) Julius Draznin
3) Robert Leventhal
4) Bill Rule
5) Robert Steinberg
6) Sarah Adler
7) David Concepcion

ARTICLE 31

LIFE INSURANCE

It is understood and agreed that the employees covered by this Agreement will continue to participate in the Non-contract Group Insurance Plan and that plan is incorporated in this Agreement by reference. The plan covering these employees has been recently amended to provide for a minimum of $25,000.00 of group life insurance paid for by the District. This may be convertible upon retirement to no less than $12,500.00. The retired employee will pay the full cost of this insurance.

In addition, each employee will be covered by an Accidental Death and Dismemberment insurance policy in the amount of $50,000.00 which will be paid for by the District.

ARTICLE 32

HEALTH INSURANCE

It is understood and agreed that the employees and their dependents will continue to be covered by the Non-Contract Health, Dental and Vision Care program.

The employee will not be required to make any monthly contribution for dependent coverage for the term of this agreement.

Dependent coverage costs shall be subject to negotiations for any subsequent agreement.

S.C.R.T.D. LIBRARY

ARTICLE 33

RETIREMENT AND INJURED ON DUTY PAY

SECTION 1 - RETIREMENT PLAN

It is understood and agreed that the employees covered by this Agreement will continue to be enrolled in the Southern California Rapid Transit District Non-Contract Retirement Income Plan and will continue to make all contributions and receive all benefits as are accorded Non-Contract employees.

The parties agree that during the term of the Agreement if the Association requests and pays for an actuarial study by PERS, the District will request the study from PERS.

SECTION 2 - INJURED ON DUTY PAY

A. In the event a Transit Police Officer is physically injured in the line of duty, while involved in an interrogation, apprehension, arrest, assault 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 (6) months of disability, if Workers Compensation benefits are provided. During this period of absence, the basis of payment will be as shown above, less Workers Compensation benefits. It is understood that 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.

B. At the conclusion of the six (6) month period, the employee will be covered by the Long Term Disability Insurance policy provided by the District.

C. It is further understood that industrial injuries that can be occasioned by any employee of the District such as falling on stairs, slipping on pavement, and similar injuries that do not occur during the line of duty incidents described in Section A above will not be compensated in accordance with this Article, but instead will be covered only by Workers Compensation.

ARTICLE 34

OJT PREMIUM

Unit members classified as Transit Police Officers who are assigned as Field Training Officer of record to train a new recruit, shall receive a bonus of 5% above the base rate while engaged in such training.

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 assigned a new recruit for a shift due to the absence of the FTO of record.

ARTICLE 35

MAILING OF PAYCHECKS

Each Unit employee shall have the right, at no cost to the employee, and at the discretion of the employee to have his or her paycheck mailed to his or her private residence or mailing address.

ARTICLE 36

TRAINING

The SCRTD shall insure that its Transit Police Officers are adequately trained to perform their duties as determined by the Transit Police Chief.

ARTICLE 37

TERM

A. Except as otherwise provided herein, this one (1) year Agreement shall be made effective as to wages and all other items to be effective October 1, 1983, and shall remain in full force and effect to and including September 30, 1984, and shall continue in full force and effect thereafter, unless notice in writing of termination has been served by either party upon the other not later than ninety (90) days prior to September 30, 1984. If neither party serves such notice of termination, this Agreement,after September 30, 1984, may be terminated by either party by serving notice upon the other not later than ninety (90) days prior to the time it is proposed to make such termination.

B. Any requests to modify or change this Agreement, or any portion thereof, shall be made in writing and shall be served on the other party not later than ninety (90) days prior to September 30, 1984, and in the event the Agreement is in effect after such date by reason of the provisions of Section (a) hereof, not later than ninety (90) days prior to the time it is proposed to make such change or modification.

Signed this 19th day of December, 1983 at Los Angeles, California

For the Southern California Rapid Transit District:

John A. Dyer
General Manager

John W. Richeson
Assistant General Manager
for Management

Samuel M. Black
Assistant General Manager
for Operations

Roger L. Kundert
Director of Employee Relations

Harry L. Budds
Assistant Chief of Transit
Police

Louis Hubaud
Lieutenant, Transit Police

Brenda Diederichs
Assistant Supervisor, Personnel

Thomas F. Swann, Jr.
Labor Relations Analyst

For the Association:

Harry L. Duple
Labor Consultant and Co-ordinator
Southern California Office P.O.R.A.C.

Michael G. Mendoza
President, Transit Police
Officers Association

Jesse Webster
Vice President, T.P.O.A.

Sharon Papa
Secretary, T.P.O.A.

Susan Bailey
Treasurer, T.P.O.A.

APPENDIX A

PAY ADJUSTMENTS

SECTION 1. PAYMENT ON MINUTE BASIS

Subject to the governing provisions of this Agreement, the following rates of pay shall be effective on the date 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.

SECTION 2. RATES OF PAY

Effective October 1, 1983, increase the rates of pay of all employees by 2.1%.

SECTION 3. PREMIUM RATES

a. 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.

b. Employees who possess an Advanced P.O.S.T. Certificate will receive a total of five percent (5%) above their actual rate of pay.

c. Sergeants who possess a Supervisory P.O.S.T. Certificate will receive a total of seven and one half percent (7.5%) above their actual base rate of pay.

d. 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 Commmander.

e. Sergeants who are assigned to Watch Commander or Division Commander duties shall receive two and one half percent (2.5%) in addition to their actual pay while performing such duties.

GRIEVANCE PROCEDURES

RTD/SCTPOA FORM NO. 1

GRIEVANCE FORM

Date_____ Grievance Number_____
(RTD Use Only)

Employee's Name_____ Badge No._____

Department/Division_____ Shift_____

Job Title_____

What Article of Contract? What work rule do you think was violated? Be specific:

_____

State the nature of the violation. (Give dates, times, locations, names).

_____

_____

_____

NOTE: If more space is needed use the back of this form.

What remedy do you seek? What do you want the District to do about your complaint?

_____

_____

_____

Other Comments:_____

_____

_____

_____ _____
Association Representative Grievant's Signature

Received by_____ On Date_____
Supervisor Signature

This grievance to be discussed on_____
(Date set for informal discussion)

Claimant: Mail or hand a copy to SCPTOA President at:
P. O. Box 21481, Los Angeles, CA 90021

APPENDIX B

RTD/SCTPOA Form #2

GRIEVANCE RESPONSE FORM

Date_____ Grievance Number_____
(RTD Use Only)

Employee's Name_____Badge Number_____

Department/Division_____Shift_____

Job Title_____

Filing date of grievance_____

Level of review: 1st Step [ ]; 2nd Step [ ]; 3rd Step [ ]

What is/are the issue(s) involved in this grievance?

_____

_____

_____

What is your decision?

_____

_____

_____

What is the basis for your decision?

_____

_____

_____

_____

1st Step [ ] _____
Supervisor's Signature

2nd Step [ ] _____
Department Head or Designate

3rd Step [ ] _____
General Manager or Designate

Received By_____ On Date_____
Association Representative's Signature

APPENDIX B

RTD/SCTPOA Form #3

GRIEVANCE APPEALS FORM

Date_____ Grievance Number_____
(RTD Use Only)

Employee's Name_____Badge Number_____

Department/Division_____ Shift_____

Job Title_____

The Association wishes to appeal the District's response, as stated on response dated _____ and signed by _____.

Level to which grievance is being appealed:

2nd Level [ ] 3rd Level [ ] Arbitration [ ]

_____ _____
Association Representative's Signature Grievant's Signature

Reason for appeal:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Received By: _____ On Date_____

Discussion of this grievance is schedule for _____
Date

SCRTD * .C8 1983 12244

Southern California Rapid
Transit District.

Agreement between Southern
California Rapid Transit



S.C.R.T.D. LIBRARY