AGREEMENT

between

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

and

TEAMSTERS' UNION
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EFFECTIVE MAY 1, 1984

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PREAMBLE

PURPOSE OF CONTRACT

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

ARTICLE 1

RECOGNITION AND BARGAINING UNIT

A. The District recognizes the Union 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 employees of the District within the bargaining unit.

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 within said bargaining unit, and that this Agreement covers only said employees.

C. The District and the Union agree that no employee shall be discriminated against on account of Union membership, or for any other unlawful reason.

D. The bargaining unit shall comprise all of the employees included within the classifications set forth in Appendexes "A", "B", and "C" of this Agreement.

ARTICLE 2

CONTINUITY OF SERVICE TO THE PUBLIC

A. It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and laws of the governmental authorities; therefore, the parties contract that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with such rules, regulations or laws. To the extent that any of the terms or provisions of this Agreement shall be in conflict, inconsistent or incompatible with any such rules, regulations, or laws presently in effect or to be enacted during the terms of this Agreement, they shall be void and invalid, but all other terms and conditions of this Agreement shall remain in full force and effect. Such invalid terms and provisions will be reconsidered and renegotiated by the parties within seven (7) days of the effective date of any such rules, regulations or laws.

B. During the term of this Agreement, neither the Union 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 Union 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 AND RESPONSIBILITIES

A. RESPONSIBILITIES

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

B. RIGHTS OF THE UNION

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

A Steward may leave his/her work during working hours with the permission of the immediate supervisor for the purpose of presenting a grievance for adjustment to the grievant's supervisor or Watch Commander when so requested by an employee. Time spent in actively presenting the grievance shall not result in loss of pay for the Union representative as provided in the following paragraph.

The District shall pay for a total of four (4) hours at straight time per month for the above purposes. The Union shall request such time to be paid to the various Shop Stewards in increments of 30 minutes, such time shall be cumulative up to a maximum accumulation of twenty (20) hours per year.

It is understood and agreed by the parties hereto that each will cooperate with the other in reducing to a minimum the actual time spent by Stewards in investigating, presenting and adjusting grievances or disputes.

The above twenty (20) hour straight time bank may be utilized for on-duty unit bargaining team members for the purpose of Negotiation meetings with management during collective bargaining.

ARTICLE 5

WAGE SCHEDULE

A. The District agrees to effect the wage rates contained on the Wage Schedules that are for the purpose of this Agreement identified as Appendixes "A", "B" and "C" and are incorporated as a part of this agreement.

B. The two (2) employees who are on frozen status shall receive a one (1) time only payment in the amount of $600.00 each on August 1, 1984.

ARTICLE 6

SHIFTS AND SCHEDULES

A. SHIFT

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 7

ISSUANCE OF PAYCHECKS

SECTION A. PAY PERIODS AND PAYDAYS

Pay periods will end every other Saturday night to include all assignments for the last day of the pay period. Pay checks will be issued bi-weekly on the first Friday following the close of the pay period, except in those weeks in which a holiday occurs. Every effort will, nevertheless, be made to issue paychecks during the week when the holiday falls. If unable to issue checks and make delivery on Friday, the checks will be issued not later than the following Monday.

SECTION B. VACATION ALLOWANCE

Paychecks for vacation allowance will be made available to employees in advance of the start of vacation, provided a request is made at least ten (10) days prior to beginning of vacation.

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

ARTICLE 8

OVERTIME

SECTION A. REGULAR OVERTIME PROVISION

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

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

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

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. SECURITY GUARD I AND SECURITY GUARD II

These overtime provisions will be paid applied at the basic salary grade which has been established for these classifications. However, if an employee whose salary is "frozen" would receive greater compensation if paid at the "frozen" rate at straight time, the greater straight time rate shall be paid.

SECTION D. OVERTIME CALCULATION

It is agreed that overtime shall be calculated and compensated in units of thirty (30) minutes of time worked on an overtime basis.

ARTICLE 9

WORK DAY AND WORK WEEK

SECTION A. GUARANTEE

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.

SECTION B. LENGTH OF WORK DAY AND WORK WEEK

In all classifications, work shifts shall be set up on a basis of eight (8) hours per day, forty (40) hours per week.

ARTICLE 10

MILEAGE

A. TRAVEL TO CHANGED LOCATIONS

Employees covered by this agreement who are required by the District to use their personal car 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.

B. 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.

C. INSURANCE COVERAGE

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

ARTICLE 11

LEAVES OF ABSENCE

A. 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 an illness.

B. PERSONAL LEAVE

I. 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, or legal dependent, 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.

II. 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, the General Manager. The approval shall not be withheld for capricious or discriminatory reasons.

III. 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.

C. 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, due to illness or injury, 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.

D. BEREAVEMENT LEAVE

A Bereavement Leave of Absence up to three (3) working days shall be granted to employees as a result of a 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 up to five (5) days of accrued floating holidays and/or vacation in conjunction with bereavement leave with the approval of their supervisor.

E. 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 thirty (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 ninety (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 thirty (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.

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ARTICLE 12

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

An employee may be required, at his/her supervisor's discretion, to bring a doctor's release upon returning to work when he/she is absent because of illness or injury. An employee will be required to submit a doctor's release if he/she has been hospitalized for any reason or if he/she is absent for fifteen (15) successive working days. This release should indicate the nature of the illness or problem for which he/she has been treated. His/her failure to present this doctor's release when requested may result in his/her 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 his/her scheduled vacation time he/she may submit a doctor's verification of his/her illness in order to utilize his/her sick leave benefits instead of vacation time. The vacation time missed will then be rescheduled at a later time.

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

ARTICLE 13

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 the Department Head, and approval of the 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 14

HOLIDAYS

All Employees covered by this Agreement are entitled to thirteen (13) holidays each year, paid at eight (8) hours of one and one-half (1 1/2) 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
Martin Luther King Day
Four Floating Holidays*

*Earned as of June 1, of each year.

FIXED HOLIDAYS

Of the thirteen (13) holidays earned each year, six (6) are considered fixed, that is, they are official national holidays. These fixed holidays are to be taken on the designated official day unless required to work. If required to work on a holiday, Employee will receive one and one-half (1 1/2) time pay for such work and be given a day off at a later time. If the day is to be taken at a later time, it must be taken within one (1) year of the date earned. 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 (8) full hours before and after a holiday to receive pay for it.

MOVABLE

The remaining seven (7) holidays are considered movable. They are the Employee's Anniversary, Birthday, Martin Luther King Day, and the four (4) floating holidays. These seven (7) holidays can be accumulated from year to year for a maximum of three (3) years. They must be taken within three (3) years of the date earned. Movable holidays must be approved in advance by the department head or his designee.

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

ARTICLE 15

TRANSPORTATION PASSES

SECTION A. EMPLOYEE AND DEPENDENTS

Employees will be given transportation privileges at the 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 May 29, 1969, 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 employee's division or 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 nineteen (19), or in the case of a full-time student, to attainment of age twenty-two (22).

ARTICLE 16

UNIFORMS

The District shall furnish all required uniforms for new employees.

The District will pay each Security Guard II two hundred and fifty dollars ($250.00) per year for the purpose of purchasing uniforms.

The District will pay each Security Guard I one hundred and seventy-five dollars ($175.00) per year for the purpose of purchasing uniforms.

The District will provide uniform pay on the anniversary date of the employee, after one (1) year of service.

ARTICLE 17

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 Union 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 Union will be consulted on proposed amendments to Police Department rules and regulations affecting working conditions and performance.

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ARTICLE 18

GRIEVANCE PROCEDURE

It is the desire of the Union and the District that employee and supervisor develop a relationship that encourages not only the settlement of disputes, but creates an atmosphere that is preventive of the development of disputes.

When a grievance or dispute with regard to the application or interpretation of the terms of this Agreement 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 Union representative, and has not been satisfactorily adjusted by an authorized District representative, and the employee or the Union 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 on Form RTD/Teamsters #1, 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 Union 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 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 on RTD/TEAMSTERS Form #1. 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 the Union's business agent, the appropriate shop steward, the grievant, any relevant witnesses, and the Department Head or his designee. Such hearing shall be conducted in an informal manner and both the Union 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 Union 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 Union 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 Union 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 the Secretary-Treasurer or his designee, 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 15 shall be the sole and exclusive means of settling any dispute or controversy arising out of the application and interpretation of this Agreement.

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

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 19

ARBITRATION PROCEDURE

1. If the Union is not satisfied with the response of the General Manager in Step 3, the Union may, within twenty (20) days, give a written "Demand for Arbitration" to the District to move the matter to arbitration. Either the Union 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.

2. Within ten (10) days after receipt of the "Demand for Arbitration" the District and the Union 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 Union shall alternately strike names until one name remains. The party striking first shall be determined by lot.

3. One (1) year following the effective date of this agreement, and then from year to year thereafter, the District and the Union may each strike one name from the above panel. Any vacancy on the panel resulting from any cause may be filled by mutual agreement between the Union and District. 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 Union will strike one, then the District one, then Union 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.

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

5. 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 arbitator 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.

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

7. 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.

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

9. ARBITRATION PANEL:

1. Louis Zigman
2. David Concepcion
3. Joe Gentile
4. John Matull
5. Sarah Adler
6. Robert Leventhal
7. Julius Draznin

ARTICLE 20

ON-DUTY INJURY

SECTION A. COMPENSATION

An employee who loses time due to an injury on-the-job shall be paid in full, at his/her regular rate, for the day of injury. The District shall provide fifty percent (50%) of an employee's hourly rate, not chargeable to sick leave, integrated with Workers' Compensation benefits, for the first 15 work days lost due to an on-duty injury, excluding the day of injury for which he/she is paid in full at the regular rate. An employee may request sick leave to be integrated with this benefit payment to afford a regular day's wage payment.

SECTION B. NOTIFICATION OF INJURY

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

SECTION C. PROTECTION OF SENIORITY

No employee shall lose seniority due to an on-duty injury unless said leave is in excess of twenty-four (24) months.

ARTICLE 21

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 as follows:

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

Off-duty On Call no appearance: 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, they should arrange for time off with their supervisor. If they do NOT wish to serve, they shall give the Jury Summons to their 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 their supervisor before jury service begins.

2. Request a verification form from the court to submit to the department at the conclusion of jury service. This form, which may be called "Certification of Jury Service," "Certification of Attendance," "Work Slips,"

or "Confirmation of Service," is to be completed and signed by the Jury Supervisor to verify the dates the employee was paid by the court.

For each day the employee takes off for jury service, the department will deduct from their salary an amount equal to the court's compensation 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, their wages will be docked for the entire period of absence from work.

ARTICLE 22

HEALTH AND SAFETY

The District agrees that it will take every reasonable measure in order to create and maintain a healthy and safe working environment, including but not limited to providing equipment to that end.

The District and Union agree that Security Guard I's have the option to carry a nightstick approved by the District while on duty under terms and conditions established by the Transit Police Chief. Security Guard I's will bear all costs should they elect to exercise this option.

ARTICLE 23

SOCIAL SECURITY

The District shall continue its contribution and participation in the Social Security program during the term of this agreement.

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ARTICLE 24

PROBATIONARY PERIOD

A. LENGTH

Employees covered by this Agreement shall have a probationary period. The probationary period in each unit job classification shall be for six (6) months actual service which may be extended with the concurrence of the Union and the District. In the event of an extension, and weekly during the normal probationary period, the employee shall be given in writing those areas that require improvement in order for the employee to successfully complete the probationary period. The employee shall receive the opportunity to have a meeting with the supervisor and the Shop Steward for the deficiencies of the probationary employee.

B. 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 (12) months of date of employment. After twelve (12) months of service the falsification must be of substantial current significance in order to subject the employee to discipline or discharge.

ARTICLE 25

RULES AND REGULATIONS

In an effort to improve the level of knowledge of the employees, a copy of this agreement and all rules, regulations and general orders shall be available at every duty station.

ARTICLE 26

UNION BULLETIN BOARDS

The District shall provide six (6) bulletin boards that shall be provided for the use of posting Union business at no cost to the Union. Such bulletin boards shall be located in the following locations:

1. South Park Shops
2. Division 9 (El Monte)
3. Headquarters Building
4. Division 4 (Downey Maintenance)
5. Vernon Yards
6. Cash Counting Room

ARTICLE 27

SENIORITY

Employee seniority shall be limited to job classification and not based on time spent as an employee of the District.

Employees who were reclassified by Board action on 7-5-81 shall be credited with seniority for the time spent in the former job classification (e.g. Special Agents, Security Guard III's).

ARTICLE 28

UNION BUTTONS

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

ARTICLE 29

UNION SECURITY/AGENCY SHOP

Each employee covered by this agreement must within thirty (30) days following the beginning of employment or in the case of current employees, within thirty (30) days after official notification by the Union, acquire membership in the Union or pay to the Union a monthly service fee equal to the amount of monthly membership dues, and initiation fees, as a condition of employment. This service fee represents a contribution by non-Union members toward the administration of this Agreement and the representation of employees. These deductions can be made through payroll deduction.

The District shall supply the Union in writing names and address of new employees as soon as practicable.

ARTICLE 30

UNION DUES--CHECKOFF

SECTION 1. PAYROLL DEDUCTION OF DUES

The District will, each month, deduct from wages due, all sums for periodic Union dues, or Agency fees, initiation fees, assessments and insurance (not including fines and penalties) payable to the Union by employees of the District who have a signed authorization for deduction card on file with the District.

SECTION 2. AUTHORIZATION FOR DEDUCTIONS

For each employee from whom deductions referred to the Section 1 above are to be made, the Union will furnish to the District the employee's 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 3 of this Article.

SECTION 3. DEDUCTION LIST FURNISHED BY UNION

The designated officers or representatives of the Union shall submit to the Controller, at least ten (10) days before end of the payroll period designated by the District as the period in which deductions will be made, a deduction list showing 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 Union by adjustment included in the subsequent list furnished by the Union to the District. Questions arising as to the correctness of the amount shown on deduction list will be handled direct with the Union 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 UNION

The Union 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 Union 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 Union vouchers for the amount of deductions, together with a statement showing the changes, if any, in the lists submitted by the Union.

ARTICLE 31

HIGHER CLASSIFICATION PAY

If a Security Guard I is required by the District to wear a gun in the course and scope of duties such Security Guard I will be compensated at Security Guard II rate at the same step level. Example: Security Guard I Step C to be paid at Security Guard II Step C rate.

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 future negotiations for any subsequent agreement.

ARTICLE 33

TERM OF AGREEMENT

A. DURATION AND TERMINATION

Except as otherwise provided herein, this Agreement shall be made effective May 1, 1984 and shall remain in full force and effect to and including September 30, 1987, and shall continue in 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, 1987. If neither party so serves such notice of termination, this Agreement, after September 30, 1987, may be terminated by either pary serving upon the other written notice of the termination not later than ninety (90) days prior to the time it is proposed to make such termination.

B. REQUESTS TO MODIFY

Any requests to modify or change this Agreement, or any portion thereof, shall be made in writing and shall be served on the other party not later than ninety (90) days prior to September 30, 1987, and in the event the Agreement is in effect after such date by reason of the provisions of Section A, above, not later than ninety (90) days prior to the time it is proposed to make such change or modification.

C. SUBSEQUENT INTERPRETATIONS

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

APPENDIX "A"

These wages are effective May 1, 1984 and apply to all unfrozen positions. Employees who are on frozen status shall continue to receive the frozen rate of pay.

EMPLOYEES HIRED BEFORE JULY 1, 1984

SALARY SCHEDULE I

SECURITY GUARD I

	STEP A	STEP B	STEP C	STEP D	STEP E
MONTHLY PAY	$1,546.10	1,622.37	1,702.10	1,788.77	1,878.90
HOURLY RATE	8.92	9.36	9.82	10.32	10.84

SECURITY GUARD II

	STEP A	STEP B	STEP C	STEP D	STEP E
MONTHLY PAY	$1,615.44	1,698.63	1,781.33	1,871.96	1,965.56
HOURLY RATE	9.32	9.80	10.28	11.34	11.34

EMPLOYEES HIRED AFTER JULY 1, 1984

SALARY SCHEDULE II

SECURITY GUARD I

	STEP A	STEP B	STEP C	STEP D	STEP E
MONTHLY PAY	$1,199.44	1,362.37	1,528.77	1,702.10	1,878.90
HOURLY RATE	6.92	7.86	8.82	9.82	10.84

SECURITY GUARD II

	STEP A	STEP B	STEP C	STEP D	STEP E
MONTHLY PAY	$1,268.78	1,438.64	1,608.50	1,785.30	1,965.56
HOURLY RATE	7.32	8.30	9.28	10.30	11.34

APPENDIX "B"

These wages are effective October 1, 1985, and apply to all unfrozen positions. Employees who are on frozen status shall continue to receive the frozen rate of pay.

EMPLOYEES HIRED BEFORE JULY 1, 1984

SALARY SCHEDULE I

SECURITY GUARD I

	STEP A	STEP B	STEP C	STEP D	STEP E
MONTHLY PAY	$1,650.10	1,726.37	1,806.10	1,842.76	1,982.90
HOURLY RATE	9.52	9.96	10.42	10.92	11.44

SECURITY GUARD II

	STEP A	STEP B	STEP C	STEP D	STEP E
MONTHLY PAY	$1,719.43	1,802.83	1,885.83	1,975.96	2,069.56
HOURLY RATE	9.92	10.40	10.88	11.40	11.94

EMPLOYEES HIRED AFTER JULY 1, 1984

SALARY SCHEDULE II

SECURITY I

	STEP A	STEP B	STEP C	STEP D	STEP E
MONTHLY PAY	$1,303.44	1,466.37	1,632.77	1,806.10	1,982.90
HOURLY RATE	7.52	8.46	9.42	10.42	11.44

SECURITY GUARD II

	STEP A	STEP B	STEP C	STEP D	STEP E
MONTHLY PAY	$1,372.77	1,542.64	1,712.50	1,889.30	2,069.56
HOURLY RATE	7.92	8.90	9.88	10.90	11.94

Signed this 7th day of June, 1984, at 425 South Main Street, Los Angeles, California.

FOR THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

John A. Dyer
General Manager

John W. Richeson
Assistant General Manager
for Management

Roger L. Kundert
Director of Employee Relations

Brenda L. Diederichs
Acting Labor Relations Manager

Harry L. Budds
Assistant Chief of Police

FOR TEAMSTERS LOCAL 911

Arlene Mordasini
Secretary-Treasurer

Howard Friedman
Business Representative

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