AGREEMENT

between

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

and

TRANSIT POLICE OFFICERS ASSOCIATION

EFFECTIVE - OCTOBER 30, 1989

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ARTICLE 1

PURPOSE OF CONTRACT

1.1 PARTIES TO THE AGREEMENT

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

1.2 RESPONSIBILITIES OF THE AGREEMENT

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

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

Provide for the fair treatment of said employees;

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

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

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

ARTICLE 2

CONTINUITY OF SERVICE TO THE PUBLIC

2.1 COMPLIANCE OF SERVICE WITH THE LAW

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 days of the effective date of any such rules, regulations or laws.

2.2 STRIKES

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

2.3 LOCKOUTS

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

ARTICLE 3

DISTRICT RIGHTS

3.1 INFRACTIONS OF RULES & REGULATIONS

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

3.2 MANAGEMENT RIGHTS

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

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

ARTICLE 4

ASSOCIATION RIGHTS

4.1 RECOGNITION

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 peace officer personnel of the Transit Police Department excluding Chief, Assistant Chief, Lieutenants and Sergeants.

4.2 "EMPLOYEE" DEFINED

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.

4.3 DISCRIMINATION

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.

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

4.4 RELEASE TIME

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 mutual consent.

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 days in year one of the contract, ten days in year two of the contract and five days in year three of the contract 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 the concurrence of the appropriate supervisor.

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.

4.5 ACCESS

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

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

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

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

If the duties performed by an on duty designated representative as described above, are performed where the concerned employee is incapacitated and cannot report to work, at his or her residence or a hospital, there will be no loss of pay for the designated representative for up to two (2) hours per case. The time so spent must be scheduled in advance with the supervisor of the on duty designated representative.

While engaged in Association business the Association Representative shall be considered off-duty and shall not use District equipment, except upon prior approval of the Watch Commander.

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

The Association may use District facilities for these purposes when such facilities are available and when permission for such use has been obtained from the proper authority.

No reprisals whatsoever shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure, unless said grievance is determined to be frivolous by an arbitrator.

The Association shall provide the District with the names of six employees who are designated to act as representatives. Said names may be updated from time to time to coincide with the elections of Association Officers. Nothing in this agreement shall preclude a grievant from access to an outside professional representative in the processing or presentation of a grievance or problem arising under the terms of this Agreement.

ARTICLE 5

DUES CHECKOFF

5.1 PAYROLL DEDUCTION OF DUES

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

5.2 AUTHORIZATION FOR DEDUCTIONS

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

5.3 DEDUCTION LIST FURNISHED BY ASSOCIATION

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

5.4 DUE DATE FOR AUTHORIZATION

An individual deduction authorization, to be effective for a particular month must be in the actual possession of the Controller not later than the date established for the receipt by him of the regular monthly deduction list for that particular month. The District shall have the right to refuse to accept or act upon any authorization which is illegible or which is not fully or properly executed, or which fails to adequately identify the employee involved.

5.5 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.

5.6 WHEN DEDUCTIONS MADE AND PRIORITY OF DEDUCTIONS

Deduction may be made by the District on payroll audit. If employee's earnings during a particular payroll audit are insufficient to permit full deductions, no deduction will be made and the District will not be responsible. Therefore, the following payroll deductions shall have priority over deductions covered by this Article:

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

5.7 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.

5.8 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.

5.9 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.

5.10 DISTRICT TO FURNISH VOUCHERS

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

ARTICLE 6

BULLETIN BOARDS

6.1 BULLETIN BOARDS

The District will provide and erect one glass encased bulletin board at each Transit Police facility with lock 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.

6.2 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 are derogatory to an employee or employees of the District or other employee organizations.

6.3 MAINTENANCE OF BULLETIN BOARDS

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

ARTICLE 7

UNION SECURITY

7.1 MAINTENANCE OF MEMBERSHIP AND AGENCY SHOP

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

Each employee entering the Transit Police Department after ratification of this Agreement must, within 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 employee's check in the same manner as union dues.

7.2 DISCHARGE FOR NON-MEMBERSHIP

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

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

7.3 NOTIFICATION OF ENTERING AND LEAVING

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

7.4 ENTERING OR LEAVING MILITARY SERVICE

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

7.5 DISTRICT TO INFORM EMPLOYEES

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

7.6 DISTRICT TO REFER NEW EMPLOYEES TO UNION

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

ARTICLE 8

EMPLOYEES BILL OF RIGHTS

8.1 PUBLIC SAFETY OFFICERS BILL OF RIGHTS

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

8.2 GOVERNMENT CODE - CHAPTER 9.7 PUBLIC SAFETY OFFICERS

3300. Short title

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

3301. Definition; legislative findings and declaration

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

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

3302. Political activity; membership on school board

(a) Except as otherwise provided by law, or whenever on duty or in uniform, no public safety officer shall be prohibited from engaging, or be coerced or required to engage, in political activity.

(b) No public safety officer shall be prohibited from seeking election to, or serving as a member of, the governing board of a school district.

3303. Investigations and interrogations; conduct; conditions; representation; reassignment

When any public safety officer is under investigation and subjected to interrogation by his commanding officer, or any other member of the employing public safety department which could lead to punitive action, such interrogation shall be conducted under the following conditions. For the purpose of this chapter, punitive action is defined as any action which may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, or during the normal waking hours for the public safety officer, unless the seriousness of the investigation requires otherwise. If such interrogation does occur during off-duty time of the public safety officer being interrogated, the public safety officer shall be compensated for such off-duty time in accordance with regular department procedures, and the public safety officer shall not be released from employment for any work missed.

(b) The public safety officer under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the public safety officer under interrogation shall be asked by and through no more than two interrogators at one time.

(c) The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation.

(d) The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his own personal physical necessities.

(e) The public safety officer under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be

made as an inducement to answering any question. The employer shall not cause the public safety officer under interrogation to be subjected to visits by the press or news media without his express consent nor shall his home address or photograph be given to the press or news media without his express consent.

(f) The complete interrogation of a public safety officer may be recorded. If a tape recording is made of the interrogation, the public safety officer shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The public safety officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports which are deemed to be confidential may be entered in the officer's personnel file. The public safety officer being interrogated shall have the right to bring his own recording device and record any and all aspects of the interrogation.

(g) If prior to or during the interrogation of a public safety officer it is deemed that he may be charged with a criminal offense, he shall be immediately informed of his constitutional rights.

(h) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters which are likely to result in punitive action against any public safety officer, that officer, at his request, shall have the right to be represented by a representative of his choice who may be present at all times during such interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for noncriminal matters.

This section shall not apply to any interrogation of a public safety officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other public safety officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

(i) No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

3304. Lawful exercise of rights; insubordination; administrative appeal

(a) No public safety officer shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter, or the exercise of any rights under any existing administrative grievance procedure.

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

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

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

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

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

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

3307. Polygraph examination; right to refuse; effect

No public safety officer shall be compelled to submit to a polygraph examination against his will. No disciplinary action or other recrimination shall be taken against a public safety officer refusing to submit to a polygraph examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the public safety officer refused to take a

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polygraph examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the public safety officer refused to take a polygraph examination.

3308. Financial disclosure; right to refuse; exceptions

No public safety officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his official duties, or is necessary for the employing agency to ascertain the desirability of assigning the public safety officer to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

3309. Search of locker or storage space; consent; search warrant

No public safety officer shall have his locker, or other space for storage that may be assigned to him searched except in his presence, or with his consent, or unless a valid search warrant has been obtained or where he has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the employing agency.

3309.5. Local public safety officers; applicability of chapter; jurisdiction; remedies

(a) It shall be unlawful for any public safety department to deny or refuse to any local public safety officer the rights and protections guaranteed to them by this chapter.

(b) The superior court shall have initial jurisdiction over any proceeding brought by any local public safety officer against any local public safety department for alleged violations of this section.

(c) In any case where the superior court finds that a local public safety department has violated any of the provisions of this chapter, the court shall render appropriate injunctive or other extraordinary relief to remedy the violation and to prevent future violations of a like or similar nature, including, but not limited to, the granting of a temporary restraining order, preliminary, or permanent injunction prohibiting the local public safety department from taking any punitive action against the local public safety officer.

(d) This section shall apply only to local public safety officers who are peace officers as defined in Section 830.1 of the Penal Code, and shall not apply to public safety officers who are peace officers as defined in subdivisions (a) and (b) of Section 830.2 of the Penal Code.

3310. Procedures of public agency providing same rights or protections; application of chapter

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

3311. Mutual aid agreements; effect of chapter upon

Nothing in this chapter shall in any way be construed to limit the use of any public safety agency or any public safety officer in the fulfilling of mutual aid agreement with other jurisdictions or agencies, nor shall this chapter be construed in any way to limit any jurisdictional or interagency cooperation under any circumstances where such activity is deemed necessary or desirable by the jurisdictions or the agencies involved.

NOTE:

This Article is intended to reflect the text of the Peace Officer Procedural Bill of Rights as of the effective date of this agreement.

Any legislative amendments to the Bill of Rights enacted during the term of this agreement shall be incorporated into this Article by reference.

ARTICLE 9

PERSONAL AFFAIRS

9.1 RESTRICTIONS

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

9.2 RESIDENCE

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

ARTICLE 10

LAYOFFS

10.1 PROCEDURE FOR LAYOFFS

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

ARTICLE 11

MAINTENANCE OF BENEFITS

11.1 STATUS OF PRIOR AGREEMENTS

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

11.2 BENEFITS NOT IN AGREEMENT

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

ARTICLE 12

MILEAGE

12.1 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 District's mileage rate.

12.2 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 District's mileage rate.

12.3 INSURANCE COVERAGE

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

12.4 MILEAGE FOR TRAINING

Employees covered by this Agreement who are required to use their personal vehicle to attend training, shall be paid at the District's mileage rate.

12.5 LIMITATION

Mileage claims are subject to review and approval of the Transit Police Chief or his designee. Mileage will be reimbursed at the District's mileage rate.

ARTICLE 13

WITNESS PAY/JURY DUTY

13.1 WITNESS PAY

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

A. OFF-DUTY APPEARANCE:

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

B. OFF-DUTY ON CALL AND NO APPEARANCE:

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

13.2 JURY DUTY

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

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

Employees who are required to perform Jury Duty shall have his/her schedule changed to reflect Saturday and Sunday off for the duration of said Jury Duty.

Jury Duty is not subject to shift differential pay.

Jury Duty pay is limited to 10 days.

ARTICLE 14

TRANSPORTATION PASSES

14.1. EMPLOYEE AND DEPENDENTS

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

14.2 EMPLOYEES TAKING CASH SEVERANCE IN LIEU OF RETIREMENT

Employees eligible for retirement but electing to take cash severance benefits in lieu of retirement benefits under the Retirement Income Plan will, effective with those employees taking severance as of the effective date of this Agreement, be considered in the same category as retired employees, in the application of this transportation privileges rule.

14.3 REPORTING OF LOST PASSES

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

14.4 REPLACEMENT OF LOST PASSES

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

14.5 TERMINATION OF EMPLOYMENT

All passes must be surrendered at the time of termination of employment. Employees who fail to surrender passes will be charged $20.00 per month for the balance of the period for which each pass is issued.

14.6 DEATH PRIOR TO RETIREMENT

Upon death of an employee, after the completion of 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.

14.7 DEPENDENT CHILDREN DEFINED

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

ARTICLE 15

PUBLICATION OF AGREEMENT

15.1 PREPARATION AND PRINTING

It is agreed that the District shall prepare and print, at no cost to TPOA or Unit employees, 200 copies of the final Agreement and provide these to the Association.

ARTICLE 16

SHIFTS AND SCHEDULES

16.1 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.

16.2 LOCKERS

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

16.3 SHIFT DIFFERENTIAL

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

Shift differential pay shall not be paid to an employee attending night court, unless that employee is assigned to that shift.

16.4 MEAL PERIODS

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

16.5 BREAK PERIODS

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

16.6 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

17.1 HOURS PER WEEK

Subject to applicable overtime provisions and to applicable provisions regarding paid and unpaid absences from work, Unit employees shall work 40 hours in any given work week, defined as Sunday through Saturday.

17.2 HOURS PER DAY

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

17.3 ABSENT FROM DUTY

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 hours shall not apply.

ARTICLE 18

OVERTIME

18.1 REGULAR OVERTIME PROVISIONS

All employees shall be paid 1½ times their straight time hours for all work they perform in excess of eight hours per day or 40 hours per week, at their regular straight time hourly rate of pay.

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

18.2 PROVISIONS AGAINST PYRAMIDING

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

18.3 OVERTIME COMPUTATION

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

18.4 OVERTIME CONTIGUOUS WITH SHIFT

It is agreed that employees working a fixed shift schedule shall be compensated at the applicable overtime premium rate on a minute by minute basis for all overtime worked contiguous to an employee's scheduled shift.

18.5 OVERTIME NOT CONTIGUOUS WITH SHIFT

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

18.6 COMPENSATORY TIME

Overtime may be paid in "Comp Time" at 1½ time 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 1½ 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 for the first 40 hours.

18.7 DISCIPLINARY HEARINGS

An employee who is the subject of a disciplinary hearing before or after his/her assigned shift shall be paid overtime under Section 18.4 above.

ARTICLE 19

DISPLACEMENT

19.1 SUBCONTRACTING

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.

19.2 PART-TIME

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

ARTICLE 20

SEVERANCE

20.1 UNLAWFUL PROVISIONS

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 provisions 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 30 days of such finding.

ARTICLE 21

LEAVES OF ABSENCE

21.1 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.

21.2 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 15 working days, provided that the employee gives 48 hours advance notice prior to the commencement of the leave. Employees granted such a leave may use any accrued vacation time or floating holidays for compensation during such leave. Such personal leave may be used for the following reasons:

1. Illness in the immediate family which shall be defined for the purposes of applying this section of Article 21 as employee's spouse, dependent child or 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 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 90 days will continue to receive and accrue all their benefits. The employee on Leave of Absence more than 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 "hard-ship", arrangements will be made with the employee for the repayment schedule. In the event of a leave of absence in excess of 90 days, the employee who does not have paid time off accrued will be required to pay one-half 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 one year 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 dependent's medical, dental and vision coverage after they return to work.

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

E. BEREAVEMENT LEAVE

A Bereavement Leave of Absence of up to three 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 their 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.

S.C.R.T.D. LIBRARY

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.). The District will allow employees to informally adjust their schedules, by trading days off with other employees to allow attendance at Inactive Duty for Training activities subject to management's approval.

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

ARTICLE 22

SICK LEAVE

22.1 ACCRUAL

Employees earn 5:34 hours of paid sick leave per each two months of service from their date of hire up to the third anniversary of employment.

Beginning on the fourth anniversary of employment, and continuing through the sixth anniversary of employment, employees earn eight days (64 hours) per year.

On the seventh anniversary of employment and annually thereafter, employees earn 15 days (120 hours) per year.

The maximum accumulation allowed is 210 days (1,680 hours) of sick leave. One hundred percent of accumulated sick leave is payable upon death, and 75% is payable upon retirement.

22.2 STATE DISABILITY INSURANCE

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

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

22.3 DOCTOR'S RELEASE

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 three successive working days. This release should indicate the nature of the illness or problem for which he/she 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 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.

EXAMPLE

SCRTD/TPOA SICK LEAVE ACCRUAL

			YEAR ONE			
MONTHS	2	4	6	8	10	12
	(Hire Date 1/1/87)					
HOURS	5:34	5:34	5:34	5:34	5:34	5:34
			YEAR TWO			
MONTHS	2	4	6	8	10	12
	*1st Anniversary					
HOURS	5:34	5:34	5:34	5:34	5:34	5:34
			YEAR THREE			
MONTHS	2	4	6	8	10	12
	*2nd Anniversary					
HOURS	5:34	5:34	5:34	5:34	5:34	5:34
			YEAR FOUR			
MONTHS	1					12
	*3rd Anniversary					
HOURS	64					
			YEAR FIVE			
MONTHS	1					12
	*4th Anniversary					
HOURS	64					

EXAMPLE

SCRTD/TPOA SICK LEAVE ACCRUAL

(Cont'd)

YEAR SIX

MONTHS	1											12
	*5th Anniversary											
HOURS	64											

YEAR SEVEN

MONTHS	1											12
	*6th Anniversary											
HOURS	64											

YEAR EIGHT

MONTHS	1											12
	*7th Anniversary											
HOURS	120											

ARTICLE 23

HOLIDAYS

23.1 HOLIDAYS EARNED

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

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

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

23.2 FIXED HOLIDAYS

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

Employees who work voluntary overtime on a holiday shall receive 1½ times the straight time pay for work performed beyond their regular shift.

23.3 MOVABLE

The remaining seven holidays are considered movable. They are the employee's employment anniversary, birthday, and the five floating holidays. These seven 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.

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

24.1 ANNUAL ACCRUAL

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

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

24.2 PRO RATED

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

24.3 VACATION CARRY-OVER

Vacation should be taken prior to June 1st of the year following the date earned. Employees may carry over one week of vacation per year with a maximum carryover accrual of two weeks at any given time.

24.4 ABSENCES

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

An employee absent from his/her duties for more than 100 working days during the year will be entitled to only one-twelfth of his/her normal vacation for each month, or major fraction thereof, he/she worked.

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

24.5 BIDDING

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

Bidding for vacation benefits will be conducted once a year.

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

Personnel may split their vacation into increments or take all of their vacation at one time. An increment is one day or a group of continuous days. If an employee chooses to split his/her vacation into increments, seniority privileges only apply to first choice increment. They would then have to wait until other members in the same job classification exercised their seniority choices. Once that is completed, the senior person could then exercise their seniority in choosing the second choice increment from among the remaining available vacation dates. This process would continue until all desired increments were used.

EXAMPLE: The highest seniority employee in a job classification is entitled to two weeks vacation and wishes to split it into increments of one week. The employee wants to use one week in June and one week in July. The employee could only use his/her seniority right for one of these choices. All other employees would then exercise their seniority rights to pick their vacations. Once this was accomplished, the highest seniority person could use his/her seniority right for his/her next increment. If the originally desired week has been picked by another person and it is unavailable for vacation approval, this employee would have to pick another increment date.

This example demonstrates that seniority does not apply to all increments of vacation entitlement, unless the increment reflected all vacation taken at one continuous time.

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

24.6 MODIFICATION

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

ARTICLE 25

UNIFORMS AND EQUIPMENT

25.1 INITIAL ISSUE

It is agreed that, effective October 1, 1984, 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.

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.

25.2 UNIFORM ALLOWANCE

It is agreed that, effective on the employee's Anniversary date and annually thereafter, each Unit employee shall receive an allowance of $600.00 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.

25.3 UNIFORM REPLACEMENT

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.

ARTICLE 26

SAFETY EQUIPMENT

26.1 COMPLIANCE WITH THE LAW

The District agrees to comply with all applicable City, County, State and Federal safety and health rules, regulations and laws. When there is good and sufficient evidence that safety standards are not being complied with, the Association may present such violation to the District as a grievance under the grievance procedure set forth in Article 29 in this Agreement.

26.2 DISTRICT REQUIREMENTS

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

26.3 ISSUANCE OF SAFETY EQUIPMENT

A. The District shall issue unit members a duty weapon and ammunition. The duty weapon and ammunition is that which has been designated by the Transit Police Chief.

B. Unit members, upon certification, shall be issued non-lethal chemical weapons appropriate for his/her duty assignments.

C. The District shall make available to unit members other items of safety equipment appropriate for specific duty assignments. Such other items shall include, but not be limited to, foul weather gear, riot helmets, goggles and soft body armor.

26.4 BACK-UP EQUIPMENT

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

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

26.5 WEAPON QUALIFICATIONS

Officers will be required to qualify on-duty with their duty weapon quarterly.

ARTICLE 27

PERSONAL PROPERTY

27.1 REIMBURSEMENT, REPAIR, REPLACEMENT

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

27.2 REPLACEMENT, REIMBURSEMENT AMOUNT

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

27.3 EMPLOYEE RESPONSIBILITY

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

27.4 NEGLIGENCE

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

27.5 PERSONAL PROPERTY DEFINED

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

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

ARTICLE 28

DISCIPLINE

28.1 JUST CAUSE

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.

28.2 COMPLIANCE WITH RULES & REGULATIONS

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.

28.3 AMENDMENT OF RULES & REGULATIONS

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

29.1 PURPOSE

The purpose of the grievance procedure is as follows:

A. To resolve grievances at the lowest possible level.

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

29.2 DEFINITIONS

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

B. A grievance shall mean a statement by a grievant that a controversy, dispute, or disagreement of any kind or character exists involving the interpretation or application of the terms of the Agreement.

29.3 PROCESS

STEP ONE

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

STEP TWO

In the event that the grievant either does not concur with the supervisor's answer or does not receive an answer within the 10 days, the grievant may move the grievance to Step Two providing that he/she does so within 10 days from the date the grievant receives the supervisor's answer or the date the supervisor's answer was due.

S.C.R.T.D. LIBRARY

The Step Two grievance is submitted to the Department Head or his/her designee in written form. The grievant and/or Association representative may meet with the Department Head or his/her designee within 10 days from the date the grievance is submitted. The hearing shall be conducted in an informal manner and both the Association and the District shall endeavor to present all known facts and circumstances related to the grievance in an effort to resolve the dispute. The Department Head or his/her designee shall render a decision in writing within 10 days from the date the second step hearing. The decision of the Department Head or his/her designee shall be mailed to the Association and the grievant on the day that the decision is rendered.

STEP THREE

In the event the grievant does not concur with the decision of the Department Head or his/her designee or does not receive an answer within 10 days, the grievant or the Association may advance the grievance to Step Three, provided that the grievance is moved either within 10 days from the date the grievant receives the supervisor's answer or the date the answer was due.

The grievance is submitted to the General manager or his/her designee. An informal hearing shall be held that allows for the presence of the Association representative, grievant, relevant witnesses and/or representatives from departments affected. Both parties shall present all matters that should be considered. The decision shall be rendered, in writing, no later than 20 days from the date of the third step hearing.

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

29.4 ONLY MEANS OF SETTLING DISPUTES

It is understood and agreed that the provisions of this Article and Article 30 shall be the sole and exclusive means of settling any dispute or controversy arising out of the application and interpretation of this Agreement.

NOTICE

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

ARTICLE 30

ARBITRATION PROCEDURE

30.1 GRIEVANCE PROCEDURE

If the Association is not satisfied with the response of the General Manager or his designee in Step 3 of the grievance procedure, the Association may, within 20 days of receipt of the General Manager's or designee's decision, file 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.

30.2 DEMAND FOR ARBITRATION

Within 10 days after receipt of the "Demand for Arbitration" the District and the Association shall meet to mutually select an arbitrator.

30.3 SELECTION OF ARBITRATORS

In the event an arbitrator cannot be selected by mutual agreement in accordance with Section 30.2, the neutral arbitrator shall be selected from a list of five qualified arbitrators furnished by the State Conciliation Service from which the Association will strike one, then the District one, the 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.

30.4 ARBITRATOR'S DECISION

The parties agree that: (1) the findings of the Arbitrator shall be binding on the parties and the employee; (2) that each party shall pay its own representative; (3) that all other expenses of

arbitration shall be borne equally by the parties, and said expenses may include the making of a verbatim record of the proceedings and a transcript of that record, if it is deemed necessary by the parties; and (4) that a written decision or award shall be rendered at a date to be mutually agreed upon by the parties.

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

The parties may call any employee as a witness in any proceedings before the arbitrator and if the employee is on duty, the District agrees to release such employee so that he/she may appear as a witness. If an employee witness is called by either party, the party calling such employee will reimburse such employee for the time lost.

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

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

ARTICLE 31

LIFE INSURANCE

31.1 AMOUNT OF COVERAGE

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.

31.2 ACCIDENTAL DEATH AND DISMEMBERMENT

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.

31.3 PUBLIC SAFETY OFFICER BENEFIT ACT

New employees shall receive a brochure, during the Personnel Department's orientation of new employees, informing them of the Public Safety Officer Benefit Act which provides a monetary benefit to the survivors of a peace officer killed on-duty.

The District agrees to take the administrative action necessary to assure this benefit is applied for in a timely manner.

ARTICLE 32

HEALTH INSURANCE

32.1 NATURE OF COVERAGE

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

Effective January 1990 the District shall contribute a maximum of $310.00* per month, per employee to the Non-Contract Health, Dental and Vision care program.

*This figure reflects 100% of the increase in costs from January 1, 1990 to December 31, 1990, minus the employee contributions cited below.

The employee contributions are as follows:

Single $21 per month
Couple $40 per month
Family $51 per month

Effective January 1, 1991 the District shall contribute a maximum of $340.00 per month, per employee to the Non-Contract Health, Dental and Vision care program. If the average cost of the insurance is more than the $340.00 per month, per employee, the employee contributions will be increased to cover the difference.

Effective January 1, 1992 the District shall contribute a maximum of $370.00 per month, per employee to the Non-Contract Health and Vision care program. If the average cost of the insurance is more than $370.00 per month, per employee, the employee contributions will be increased to cover the difference.

ARTICLE 33

RETIREMENT AND INJURED ON DUTY PAY

33.1 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 receive all benefits as are accorded Non-Contract employees.

Effective October 1, 1984, employees will not make any contributions to the above District Retirement Income Plan.

33.2 INJURED ON DUTY PAY

In the event a Transit Police Officer is physically injured in the line of duty, while involved in an interrogation, apprehension, arrest, assault, engaged in preventive patrol while in a vehicle or similar activity, such injury resulting in loss of time, the District shall compensate the employee for 100% of time lost from work for the first six months of disability, 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.

33.3 LONG TERM DISABILITY

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

33.4 INDUSTRIAL INJURIES

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 33.2 above will not be compensated in accordance with this Article, but instead will be covered only by Workers' Compensation.

ARTICLE 34

OJT PREMIUM

34.1 FIELD TRAINING OFFICER

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

34.2 LIMITATIONS

This shall be in addition to any other compensation provided under any other provision of this Agreement. This Premium does not include those personnel who on occasion may be required to work with a recruit due to the absence of the FTO of record.

ARTICLE 35

MAILING OF PAYCHECKS

35.1 DISTRICT'S RESPONSIBILITY

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

36.1 DETERMINATION OF TRAINING

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

ARTICLE 37

TERM OF AGREEMENT

37.1 TERMINATION

Except as otherwise provided herein, this three year Agreement shall be made effective as to wages and all other items to be effective October 30, 1989, and shall remain in full force and effect to and including October 29, 1992, 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 90 days prior to October 29, 1992. If neither party serves such notice of termination, this Agreement, after October 29, 1992, may be terminated by either party by serving notice upon the other not later than 90 days prior to the time it is proposed to make such termination.

37.2 REQUEST TO MODIFY

Any requests to modify or change this Agreement, or any portion therof, shall be made in writing and shall be served on the other party not later than 90 days prior to October 29, 1992, and in the event the Agreement is in effect after such date by reason of the provisions of Section (a) hereof, not later than 90 days prior to the time it is proposed to make such change or modification.

ARTICLE 38

COMPENSATION

38.1 INDIVIDUAL PAY-FOR-PERFORMANCE

Effective October 30, 1989 employees are eligible for a 6% pay-for- performance increase. The pay-for-performance increase of 6% will be granted to those employees who are rated as "Meets Expectation" or better for their work performance during the period of October 30, 1988 to October 29, 1989.

If an employee is rated "Needs Improvement" or "Unsatisfactory" for this rating period he/she will not receive the 6% pay-for-performance increase.

Evaluations may be grieved under the provisions of Article 29 up to the Department Head level. The Department Head's decision is final and binding upon both parties and the grievant.

"Needs Improvement" and "Unsatisfactory" evaluations may be arbitrated under the provisions of Article 30, except that the Arbitrator's decision shall be an advisory opinion. The General Manager shall render the final decision which is binding upon both parties and the grievant.

Probationary employees shall not have a right to grieve or arbitrate any evaluations.

38.2 GROUP PAY-FOR-PERFORMANCE

Effective October 30, 1990 and October 30, 1991 employees will be eligible for a group pay-for-per-formance increase based on achievement of designated group performance standards.

The employee pay increases on October 30, 1990 and October 30, 1991 will be based on the employee group's achievement of the designated performance standards. Performance standards shall be developed by the District after a meet and confer process with the Association. The District's adoption of performance standards is not subject to the grievance or arbitration provisions of the Agreement.

The performance standards for the pay-for-performance increase effective October 30, 1990, have been developed and are contained in the Department's goals and objectives.

The performance standards for the pay-for-performance increase

effective October 30, 1991, shall be established no later than October 29, 1990. The performance standards shall be cited in the Department's goals and objectives.

On October 30, 1990 employees are eligible to receive up to a 3% pay-for-performance increase. There are three performance standards which will be measured in the first year of the agreement. Each performance standard that is met will result in a 1% increase to the salary structure. The pay-for-performance increase will be granted to all employees if the group has met the standard(s) set for the preceding rating period (Date of ratification of this agreement to October 29, 1991).

On October 30, 1991 employees are eligible to receive up to a 3% pay-for-performance increase. The 3% increase will be based on the achievement of the performance standard(s) which are to be determined and valued by October 29, 1990. The pay-for-performance increase will be granted to all employees through an adjustment to the salary structure if the group has met the performance standard(s) set for the preceding year (October 30, 1990 to October 29, 1991).

38.3 COST-OF-LIVING ADJUSTMENT (COLA) - OCTOBER 30, 1989

Employees shall receive a COLA effective October 30, 1989.

The basic wage rates shown in the Appendix will not be reduced by the application of the cost-of-living provision. The upward adjustment in the cost-of-living shall be determined by the increase in the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index (Index for Urban Wage Earners and Clerical Workers; Los Angeles/Long Beach/Anaheim).

The salary structure will be adjusted upward by 5.0%, rounded to the nearest whole cent. This is a COLA based on the increase in the Index from August 1988 to August 1989.

38.4 COST-OF-LIVING ADJUSTMENT (COLA) - OCTOBER 30, 1990 AND OCTOBER 30, 1991

All employess covered by this Agreement shall be subject to a cost-of-living provision as follows:

On October 30, 1990 employees shall receive a COLA based on the increase, if any, in the Index from August 1989 to August 1990. The District shall use the adjusted August increase in the Index, reported in October 1990, rounded to the nearest whole cent, as the final figure in calculating the COLA.

On October 30, 1991 employees shall receive a COLA based on the increase, if any, in the index from August 1990 to August 1991. The District shall use the adjusted increase in the Index, reported in October 1991, rounded to the nearest whole cent, as the final figure in setting the COLA.

The basic wage rates shown in the Appendix will not be reduced by the application of the cost-of-living provision. The upward adjustment in the cost-of-living shall be 1% of the hourly rates from the previous years Schedule of Hourly Rates for each 2.0917 increase in the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index (Index for Urban Wage Earners and Clerical Workers; Los Angeles/Long Beach/Anaheim).

The COLA will not result in an increase of more than 2.5% to the salary structure on October 30, 1990 and again on October 30, 1991.

Sections 38.3 and 38.4 will terminate on October 29, 1992 and will be removed from this Agreement.

ARTICLE 39

PROBATIONARY PERIOD

39.1 LENGTH

Employees covered by this Agreement shall have a probationary period. The probationary period in each unit job classifications shall be for 12 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. Employees who have completed the 12 month probationary period served after being hired, but are now serving a promotional probationary period shall receive the opportunity to have a meeting with the supervisor and the Association Representative to review the deficiencies of the probationary employee. The employee shall not have the right to grieve a probationary termination.

39.2 FALSIFICATION OF RECORDS

It is understood that evidence of falsification of application for employment shall subject the employee to removal from service, if such evidence is discovered within 12 months of date of employment. After 12 months of service the falsification must be of substantial current significance in order to subject the employee to discipline or discharge.

APPENDIX A

PAY ADJUSTMENTS

APPENDIX A

PAY ADJUSTMENTS

A. PAYMENT ON MINUTE BASIS

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

B. PREMIUM RATES

1. Employees who possess an Intermediate P.O.S.T. Certificate will receive two and one-half percent (2.5%) above their actual rate of pay.

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

3. Investigators who are assigned the duties of Watch Commander shall receive five percent (5%) in addition to their actual pay while performing the duties of Watch Commander.

SALARY SCHEDULE FOR TRANSIT POLICE OFFICER SERIES

EFFECTIVE OCTOBER 30, 1989

STEP PROGRESSION	A	B	C	D	E	A	B	C	D	E
TRANSIT POLICE INVESTIGATOR						**ACTING AS WATCH COMMANDER**				
Adv. Post Cert**	17.47	18.41	19.40	20.49	21.43	18.35	19.34	20.37	21.51	22.51
Interm. Post Cert*	17.05	17.98	18.95	20.00	20.92	17.90	18.87	19.89	21.00	21.97
Hourly Base Rate	16.64	17.54	18.48	19.51	20.41	17.47	18.41	19.40	20.49	21.43
Monthly Base Rate	2884	3040	3203	3382	3538					
TRANSIT POLICE OFFICER						**ACTING AS FIELD TRAINING OFFICER**				
Adv. Post Cert**	16.33	17.21	18.16	19.17	20.25	17.15	18.07	19.07	20.12	21.26
Interm. Post Cert*	15.94	16.79	17.73	18.71	19.76	16.74	17.64	18.61	19.65	20.76
Hourly Base Rate	15.55	16.38	17.29	18.26	19.28	16.33	17.21	18.16	19.17	20.25
Monthly Base Rate	2695	2839	2997	3165	3342					
TRANSIT POLICE TRAINEE										
Adv. Post Cert**	14.93	15.74	16.59	17.50	18.48					
Interm. Post Cert*	14.57	15.36	16.21	17.09	18.05					
Hourly Base Rate	14.22	14.99	15.81	16.67	17.60					
Monthly Base Rate	2465	2598	2740	2889	3051					

* Intermediate Post
** Advanced Post
** Supervisor Post

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

PREPARED BY: EMPLOYEE RELATIONS DEPARTMENT/2300
DATE: FEBRUARY 5, 1990

A P P E N D I X B

G R I E V A C E F O R M S

SCRTD/SCTPOA FORM NO. 1

GRIEVANCE PROCEDURES FORM

DATE:_____ GRIEVANCE NO._____
(SCRTD USE ONLY

EMPLOYEE NAME:_____ BADGE NO.:_____

DEPARTMENT/DIVISION:_____ SHIFT NO.:_____

JOB TITLE:_____

==========

THE ASSOCIATION WISHES TO GRIEVE THE DISTRICT'S RESPONSE

DATED:_____ SIGNED BY:_____

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

_____ _____
SIGNATURE GRIEVANT SIGNATURE
ASSOCIATION REPRESENTATIVE

==========

REASON FOR GRIEVANCE:

_____

_____

_____

_____

_____

_____

_____

_____

==========

RECEIVED BY:_____ DATE:_____

TITLE: _____

DISCUSSION OF THIS GRIEVANCE IS SCHEDULED FOR_____

DATE:_____

SCRTD/SCTPOA FORM NO.2

GRIEVANCE RESPONSE FORM

DATE:_____ GRIEVANCE NO.:_____
(SCRTD Use Only)

EMPLOYEE NAME:_____ BADGE NO.:_____

DEPARTMENT/DIVISION: _____ SHIFT:_____

JOB TITLE:_____

==========

THE ASSOCIATION WISHES TO GRIEVE THE DISTRICT RESPONSE:

DATED:_____ SIGNED BY:_____

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

_____ _____
SIGNATURE SIGNATURE GRIEVANT
ASSOCIATION REPRESENTATIVE

==========

REASON FOR GRIEVANCE:

_____

_____

_____

_____

_____

_____

_____

_____

_____

RECEIVED BY: _____ DATE:_____

DISCUSSION OF THIS GRIEVANCE IS SCHEDULED FOR: _____
DATE

SCRTD/SCTPOA FORM NO. 3

ARBITRATION APPEALS

DATE: _____ GRIEVANCE NO.: _____
(SCRTD Use Only)

EMPLOYEE NAME: _____ BADGE NO.: _____

DEPARTMENT/DIVISION: _____ SHIFT: _____

JOB TITLE: _____

==========

THE ASSOCIATION DEMANDS AN ARBITRATION REGARDING THE DISTRICT RESPONSE:

DATED: _____ SIGNED BY: _____

[ ] ARBITRATION

_____ _____
SIGNATURE
ASSOCIATION REPRESENTATIVE

SIGNATURE GRIEVANT

==========

REASON FOR ARBITRATION:

_____

_____

_____

_____

_____

_____

_____

_____

_____

RECEIVED BY: _____ DATE: _____

DISCUSSION OF THIS ARBITRATION IS SCHEDULED FOR: _____
DATE

Signed this 2nd day of February, 1990, at 425 South Main Street, Los Angeles, California.

THE TRANSIT POLICE OFFICERS ASSOCIATION

Robert Krause
Chief Negotiator

Luke R. Fuller
President

Janice Hart
Treasurer

Jack Goss
Member

Wilson Brown
Member

George Thompson
Member

THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

Alan F. Pegg
General Manager

Ann M. Neeson
Director of Employee Relations

Sharon Papa
Transit Police Chief

Brenda L. Diederichs
Chief Negotiator

Ronald D. Eutsey
Transit Police Lieutenant

Kimberly D. Turner
Labor Relations Analyst

SCRTD * .C8 1989 12247

Southern California Rapid
Transit District.

Agreement between Southern
California Rapid Transit



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