

AGREEMENT

between

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY**

and

TEAMSTERS - LOCAL 911

Effective October 1, 1994 to September 30, 1997

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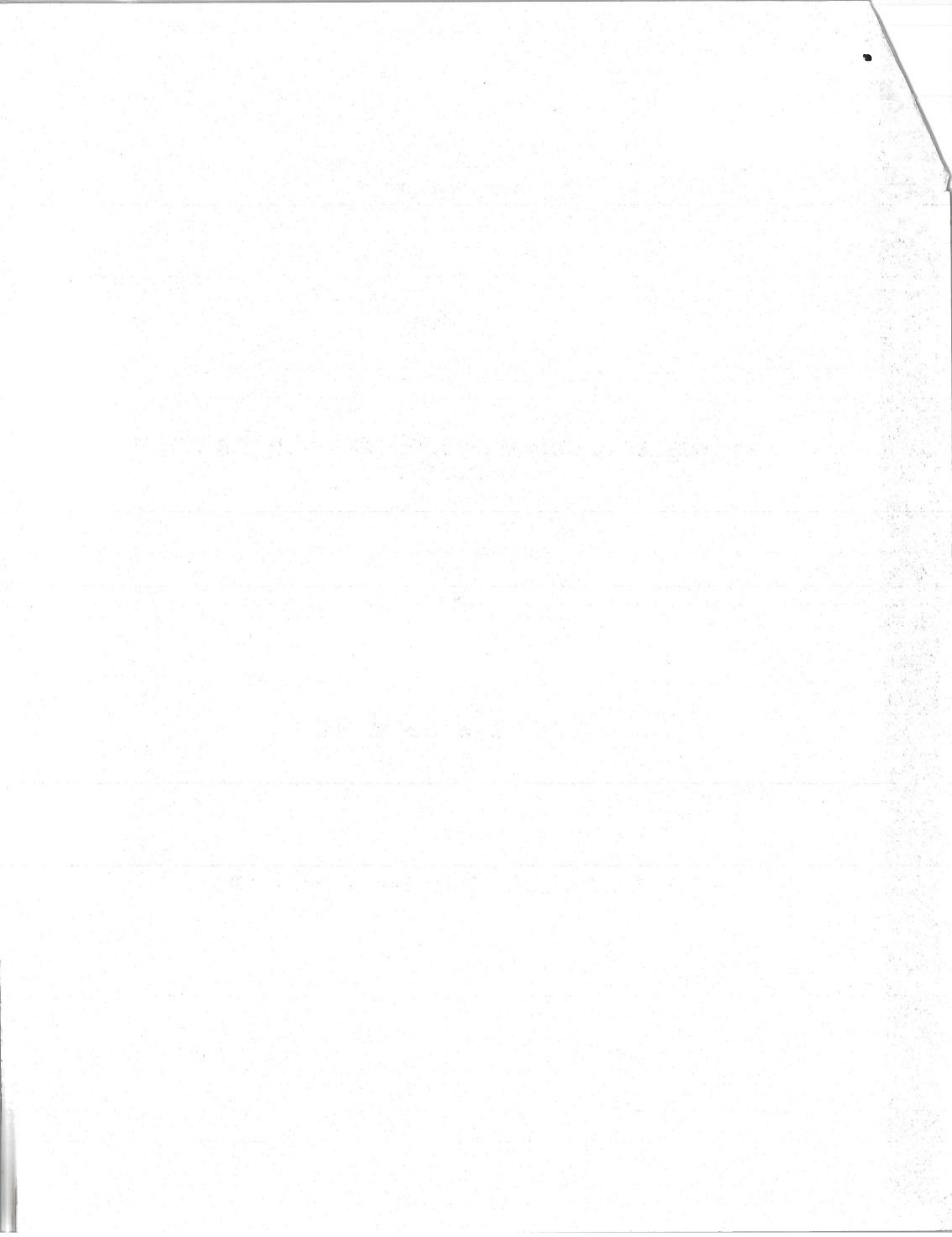


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PREAMBLE

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 Authority, while providing equitable wages, hours, and terms and conditions of employment.

ARTICLE 1

RECOGNITION AND BARGAINING

1.1 RECOGNITION

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

1.2 DEFINITIONS

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

1.3 NON-DISCRIMINATION

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

1.4 COMPOSITION OF BARGAINING UNIT

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

ARTICLE 2

CONTINUITY OF SERVICE TO THE PUBLIC

2.1 AGREEMENT

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

2.2 NO-STRIKE CLAUSE

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

2.3 NO LOCKOUT CLAUSE

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

ARTICLE 3

AUTHORITY RIGHTS

3.1 DISCIPLINE

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

3.2 RETENTION OF AUTHORITY

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

3.3 MANAGEMENT RIGHTS

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

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

4.1 RESPONSIBILITIES

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

4.2 GRIEVANCE INVESTIGATION

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

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

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

The Authority shall pay a Shop Steward a total of four hours at straight time per month for the processing and presentation of grievances. The Union shall request such time to be paid the various Shop Stewards in increments of thirty minutes; such time shall be cumulative up to a maximum of twenty hours per year.

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

4.3 COLLECTIVE BARGAINING TIME

A maximum of three employees may serve on the negotiating team at any one time.

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