

AGREEMENT

between

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY**

and

TEAMSTERS - LOCAL 911

Effective October 1, 1994 to September 30, 1997

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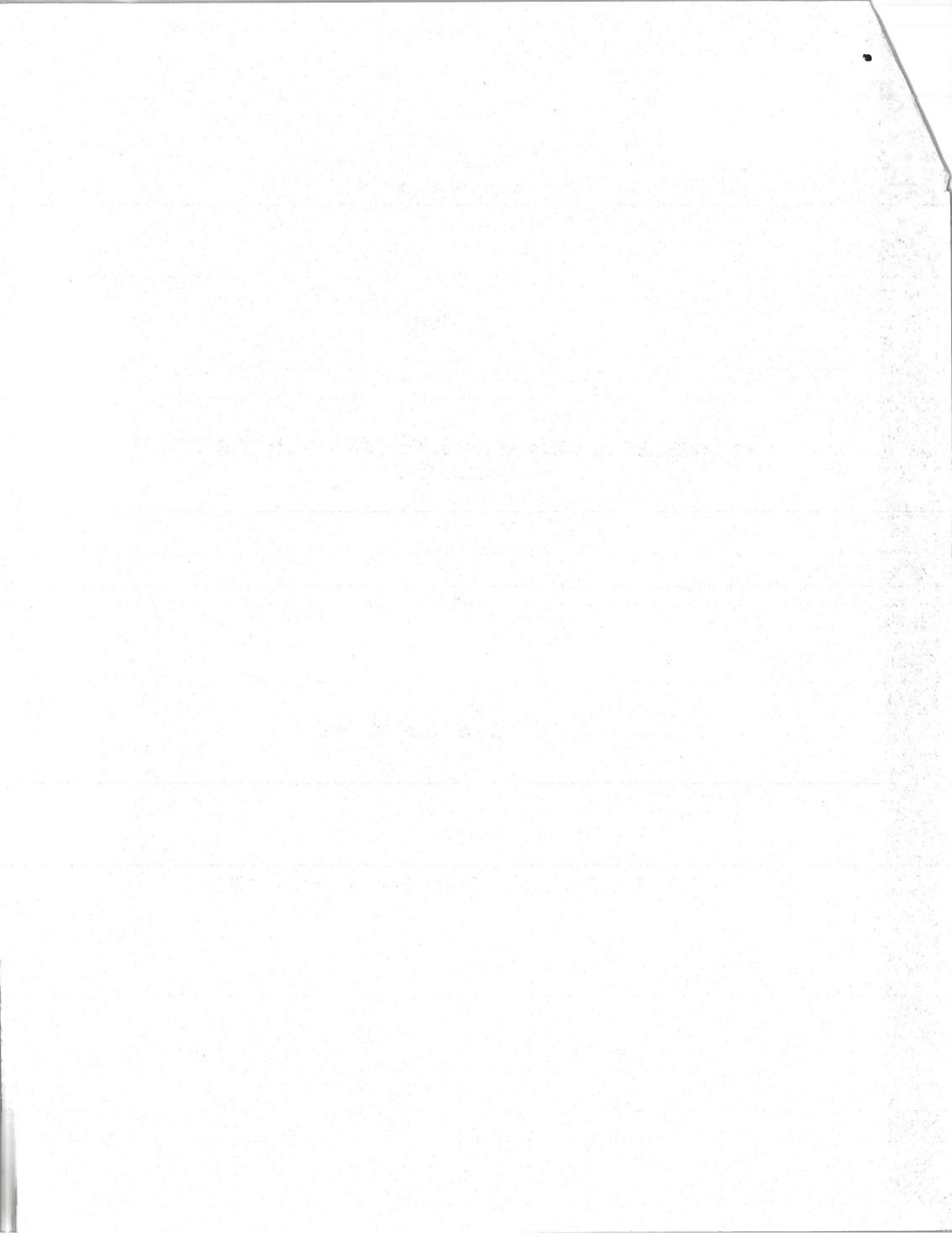


TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Preamble	
	Purpose of Contract	i
1	Recognition and Bargaining	1
2	Continuity of Service to the Public	2
3	Authority Rights	3
4	Union Rights and Responsibilities	4
5	Compensation	5
6	Shifts and Schedules	8
7	Issuance of Paychecks	10
8	Overtime	11
9	Work Day and Work Weeks	13
10	Mileage	14
11	Leave of Absence	15
12	Sick Leave	20
13	Vacations	22
14	Holidays	24
15	Transportation Passes	26
16	Uniform and Equipment	28
17	Discipline	30
18	Grievance Procedure	31
19	Arbitration Procedure	34
20	On-Duty Injury	36
21	Witness Pay/Jury Duty	37
22	Health and Safety	39
23	Retirement	40
24	Probationary Period	41
25	Rules and Regulations	42
26	Union Bulletin Boards	43
27	Seniority	44
28	Union Buttons	45
29	Union Security/Agency Shop	46
30	Union Dues - Checkoff	47
31	Classification Pay	50
32	Health Insurance	51
33	Term of Agreement	52
	Signature Page	53

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.

ARTICLE 5
COMPENSATION

A. SALARY SCHEDULE - Effective October 1, 1993:

1. The salary schedule for all Security Guard I's is as follows:

	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
MONTHLY	\$1637.97	\$1806.10	\$1979.43	\$2159.69	\$2345.15
HOURLY	9.45	10.42	11.42	12.46	13.53

2. The salary schedule for all Security Guard II's hired on or before December 12, 1991 is as follows:

	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
MONTHLY	\$1761.03	\$1943.03	\$2125.03	\$2313.96	\$2506.35
HOURLY	10.16	11.21	12.26	13.35	14.46

3. The hourly salary structure for Security Guard II's hired after December 12, 1991 is as follows:

STEP	Hourly (eff. 5/7/95)	Hourly (eff. 10/1/95)
A	\$10.32	\$10.59
B	10.83	11.11
C	11.38	11.68
D	11.94	12.25
E	12.54	12.87
F	13.17	13.51
G	13.83	14.19
H	14.26	14.63

Security Guards will be compensated in the following manner: new hires will initially be compensated at Step A and remain there for a six (6) month period before progressing to Step B; after twelve (12) months at Step B progress to Step C; and progression to each subsequent Step will occur twelve (12) months after the prior progression.

B. PAY ADJUSTMENTS

- 1). Within thirty (30) days of ratification of the collective bargaining agreement by the MTA Board of Directors all Security Guard I's and II's will receive a gross sum payment equal to 2.6% of his/her total gross earnings at MTA for the period beginning October 1, 1994 up to the beginning of the first pay period after ratification.

- 2). The salary schedules for Security Guard I's (A.1) and Security Guard II's (A.2 and A.3) reflect the salary schedules in effect with the signing of this Agreement.

Effective May 7, 1995, base rates shall be increased by 1.6%:

SECURITY GUARD I

	STEP A	STEP B	STEP C	STEP D	STEP E
Monthly:	\$1,663.97	\$1,835.56	\$2,010.63	\$2,194.36	2,383.29
Hourly:	9.60	10.59	11.60	12.66	13.75

SECURITY GUARD II

	STEP A	STEP B	STEP C	STEP D	STEP E
Monthly:	\$1,788.77	\$1,974.23	\$2,159.69	\$2,350.35	2,546.22
Hourly:	10.32	11.39	12.46	13.56	14.69

Effective October 1, 1995, base rates shall be increased by 2.6%:

SECURITY GUARD I

	STEP A	STEP B	STEP C	STEP D	STEP E
Monthly:	\$1,707.30	\$1,884.10	\$2,062.63	\$2,251.56	2,445.69
Hourly:	9.85	10.87	11.90	12.99	14.11

SECURITY GUARD II

	STEP A	STEP B	STEP C	STEP D	STEP E
Monthly:	\$1,835.56	\$2,026.23	\$2,215.16	\$2,411.02	2,612.08
Hourly:	10.59	11.69	12.78	13.91	15.07

- 3). Within thirty (30) days of October 1, 1996 all Security Guard I's and II's will receive a gross sum payment equal to 1% of his/her total gross earnings at MTA for the period beginning October 1, 1995 through September 30, 1996.

C. INSTRUCTOR PREMIUM

1. Security Guards designated by management as Field Training Instructors shall receive a premium of five percent above the base rate while engaged in such training.
2. 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 new recruit.

ARTICLE 6

SHIFTS AND SCHEDULES

6.1 SHIFT

For the purpose of applying shift differential, the work day shall be divided into three 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 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.

In all instances where the term "shift" is used, the term "watch" is considered interchangeable.

6.2 LOCKERS

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

6.3 SHIFT DIFFERENTIAL

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

6.4 MEAL PERIODS

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

6.5 BREAK PERIODS

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

6.6 WORK SCHEDULE

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

The Authority agrees to notify the Union in advance of any changes in Department procedures established for Security Guard shift assignments.

ARTICLE 7

ISSUANCE OF PAYCHECKS

7.1 PAY PERIODS AND PAYDAYS

Pay periods will end every other Saturday night to include all assignments for the last day of the pay period. Pay checks will be issued bi-weekly on the first Friday following the close of the pay period, except in those weeks in which a holiday occurs. Every effort will be made to issue paychecks during the week when the holiday falls. If unable to issue checks and make delivery on Friday, the checks will be issued no later than the following Monday.

7.2 VACATION ALLOWANCE

Paychecks for vacation allowance will be made available to employees before vacation begins, provided a request is made at least ten days prior to the beginning of vacation.

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

ARTICLE 8

OVERTIME

8.1 REGULAR OVERTIME PROVISION

All employees shall be paid one and one-half (1 1/2) times their straight time hours for all work they perform in excess of forty (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 overtime pay.

8.2 OVERTIME FOR DOUBLE SCHEDULING

In the event a unit member reports to work for a regularly scheduled shift, and the Watch Commander determines that he/she is not needed to work and must be sent home, the unit member shall be entitled to three (3) hours overtime pay at one and one-half (1 1/2) times their regular straight time hourly rate of pay.

8.3 PROVISION AGAINST PYRAMIDING

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

8.4 OVERTIME CALCULATION

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

8.5 OVERTIME SCHEDULING

It is the intent of the Authority, where practical, to distribute overtime equally among affected employees.

As overtime requirements are identified on a particular shift, beginning with the most senior on that shift, individuals will be contacted and offered the opportunity to work. The procedure will be exhausted before the most senior is canvassed again.

The above procedure is only applicable when the overtime requirement is known to the Department at least seventy-two hours prior to the time of such available overtime.

Absent the seventy-two hours advance knowledge or if the Authority is unable to fill the overtime after exhausting the shift seniority list the Authority reserves the right to schedule employees as it deems appropriate to meet Authority needs.

8.6 SCHEDULING OF OVERTIME FOR "SPECIAL EVENTS (i.e., for the Rose Bowl Parade, Hollywood Bowl, etc.)

All Security Guards available to work on an overtime basis for "Special" Events during the following month will notify the Watch Commander/Security Coordinator in writing prior to the scheduling date for the month's deployment period.

The names of these volunteers will be posted by classification in seniority order.

During the deployment period the person drawing up the daily schedules shall ask those Security Guards listed, in seniority order, to work overtime for special events.

Guards who are offered and accept this overtime assignment will be placed on the daily schedule and all work day and other rules relating to a normal work shift will apply.

Guards who are offered and refuse this overtime twice within any sixty calendar days, unless unable to work because the overtime falls on a regularly scheduled work day, shall lose their right to be placed on the list for special event overtime for the next sixty calendar days.

The above procedure only applies to overtime scheduling for "special events" and is only applicable when the request for Security Guards for special events is received at least seventy-two hours prior to the commencement of the security assignment. If seventy-two hours notice is not received, the Authority reserves the right to schedule employees as it deems appropriate to meet its operational needs.

ARTICLE 9

WORK DAY AND WORK WEEK

9.1 GUARANTEE

All employees covered by the Agreement, who are available and work their assignments, shall be guaranteed eight (8) hours per day, and forty (40) hours per week, except as provided elsewhere in this Agreement.

Employees who are absent from duty and unavailable for work for part of a day, shall receive pay on a minute basis for only the portion of a day worked, and the minimum allowance of eight (8) hours shall not apply.

9.2 LENGTH OF WORK DAY AND WORK WEEK

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

ARTICLE 10

MILEAGE

10.1 AUTHORITY BUSINESS

Any employee covered by this agreement who is required by the Authority to use his/her personal car on Authority business or to travel from one assigned location to another, after signing on for duty, shall be compensated for such travel at the Authority's mileage rate.

10.2 INSURANCE COVERAGE

Any employee desiring benefits pursuant to this Article must comply with applicable insurance requirements established by the Authority.

ARTICLE 11

LEAVES OF ABSENCE

11.1 PERSONAL LEAVE

A. Short-term Leave

Any employee covered by this Agreement may, upon written permission from the Department, be granted a leave of absence of up to fifteen (15) working days, provided that the employee gives forty-eight (48) hours notice prior to the commencement of the leave. Employees granted such leave must use any accrued vacation time or floating holidays for compensation during such leave. Such personal leave may be used for the following reasons:

1. Personal emergencies where the employee must be away from work for a short period to resolve urgent personal business.
2. 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 fifteen (15) calendar days or more 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 Chief Executive Officer or his/her designee. The approval shall not be withheld for capricious or discriminatory reasons.

C. Benefits during Personal Leave.

Employees on Personal Leave of Absence of up to ninety (90) days will continue to receive and accrue all their benefits. The employee on leave of absence for fifteen (15) days or more 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 return to work, by taking a double deduction until the unpaid balance is paid in full, providing that such double deductions do not constitute a hardship on the employee. In the event of such "hardship", arrangements will be made with the employee for the repayment schedule. In the event of a leave of absence in excess of ninety (90) days, the employee who does not have paid time off accrued will be required to pay one-half (1/2) of the cost of medical, life, dental and long-term disability insurance.

11.2 EXTENDED LEAVE OF ABSENCE DUE TO ILLNESS OR INJURY -

Employees covered by this Agreement who are disabled from their present position due to illness, injury, pregnancy or child birth are eligible for an extended leave of absence.

An extended leave of absence is defined as an absence due to illness or injury for a period from fifteen (15) consecutive working days up to twelve (12) months from the last day worked.

A Leave of Absence may be granted, without loss of seniority, when employees submit medical verification of their illness or injury and of their inability to return to their current position due to their temporary disability. This verification must be in the form of an Attending Physician's Statement and must include an approximate return-to-work date. Employees who are off work and are not expected to return to work for an extended period (30 calendar days or more) of time shall be placed on Indefinite Leave. While on an extended Leave of Absence, the employee must submit an Attending Physician's Statement within thirty (30) days of the last Attending Physician's Statement on file and on a monthly basis thereafter to substantiate the employee's inability to perform his/her regular duties and provide an expected return to work date. Failure to submit an updated Attending Physician's Statement in a timely manner each month may subject the employee to disciplinary action.

If an employee returns to work from an extended Leave of Absence and subsequently becomes disabled again, the Authority will review the reasons for the request and the employee's record to determine whether or not to grant the request. If the Authority decides not to grant the request, the Union will be notified.

Employees returning to work after an extended illness must provide a release from their doctor permitting them to resume their duties.

While the employee is on leave of absence, due to illness or injury, the Authority will continue to provide the

Authority-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, if applicable, dependents' medical coverage. These benefits will terminate at the expiration of the leave of absence. Employees may continue their benefits by converting to an individual plan, if their policy has provision for conversion.

Employee contributions to the pension plan will be deferred until the employee returns to work or severs his/her relationship with the Authority.

This provision does not affect State of California Workers' Compensation benefits being received by an occupationally injured employee.

Medical coverage benefits will terminate at the expiration of the leave of absence. Employees may continue their benefits by converting to individual plans, if their policies have provisions for conversion, or they may remain in their current plans for a limited period if they pay the premium(s) to the Authority pursuant to the Rules and Regulations under the COBRA Federal Legislation (Public Law 99-272, Title X).

11.3 FAMILY CARE LEAVE

Family Care Leave will be granted in accordance with Authority policy, in conformity with the Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Employees eligible for family care and/or medical leave under the Authority's policy may take up to 12 work weeks of leave in a "rolling" 12 month period for one of the following reasons:

- (1) to care for the employee's child after birth, or placement with the employee for adoption or foster care;
- (2) to care for the employee's spouse, child or parent who has a serious health condition; or
- (3) for a serious condition that renders the employee unable to perform his/her job.

Applicable leaves granted pursuant to Sections 11.2 and 11.3 will be included in the 12 weeks of Leave of Absence authorized for Family Care and/or Medical Leave.

11.4 BEREAVEMENT LEAVE

A Bereavement Leave of Absence up to three (3) consecutive working days shall, without any reduction in pay, be granted to employees as a result of a death in the immediate family. The immediate family is defined for the purposes of applying this section of Article 11 as employee's parents (including step-parents or foster parent); 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.

An employee who has a death in the immediate family and who actually travels outside a 350 mile radius to attend the funeral or memorial service will be allowed two additional days of bereavement leave for the purpose of travel, provided the funeral or memorial service is held at the time of the death of the relative.

The bereavement leave must include the day of the funeral or memorial service or be in connection with the day of death, and must be the employee's regular scheduled work days.

Employees may use up to five (5) days of accrued floating holidays and/or vacation in conjunction with bereavement leave with the approval of their supervisor.

The supervisor must be notified as soon as possible when an employee intends to request Bereavement Leave. The supervisor may request proof of the date of the funeral or memorial service or the death and the relationship of the deceased to the employee. Proof consists of printed documentation of the funeral date, including funeral cards, announcements, or newspaper articles and notices.

11.5 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 Authority service are entitled to receive their usual compensation for the first thirty (30) calendar days of military leave. Upon separation from military service, the employee must present the Authority with a copy of his/her separation papers (DD214) and report for work within ninety (90) days of the date of separation to be eligible for reinstatement to his/her former position. This applies only to the initial tour of active military service. Voluntary re-enlistment lasting longer than one year will automatically terminate the employee's eligibility for reinstatement to the previously held job.

Authority 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 Authority or recognized military service* are entitled to a leave of absence under the California Military and Veteran's Code, with pay for up to thirty (30) calendar days each fiscal year while away on ordered Active Duty for Training at summer camps or cruises. Employees who are required to be on military leave must furnish the Authority Personnel Department with a signed copy of the military orders, along with a leave of absence Form, RTD38-33. Failure to submit proper documentation, including orders and leave of absence form, will result in the denial of salary payment.

Employees are to notify their supervisors as early as possible 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 or Training (weekend drills, appointments for physical exams, etc.). However the Authority will cooperate and assist, to the degree work requirements allow, by adjusting employees' schedules and by allowing employees to trade days off to attend Inactive Duty or Training activities.

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

ARTICLE 12

SICK LEAVE

12.1 ACCRUAL

Employees accrue (8) hours of paid sick leave per each two months of service from their date of hire to the second anniversary of employment.

Beginning on the second anniversary of employment, and continuing up to the sixth anniversary of employment, employees accrue 13.333 hours of paid sick leave after each two month period of service.

Beginning on the sixth anniversary of employment and annually thereafter employees will accrue 20 hours of paid sick leave after each two month period of service.

The maximum accumulation allowed is two hundred and ten (210) days (1680 hours) of sick leave. One hundred percent (100%) of accumulated sick leave is payable upon death, and seventy five percent (75%) is payable upon retirement.

12.2 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 proportion of sick time actually paid to the employee is charged against his/her accrued sick leave.

12.3 DOCTOR'S RELEASE

After a verbal counseling an employee may be required, at his/her supervisor's discretion, to bring a doctor's release upon returning to work when he/she is absent because of illness or injury.

An employee will be required to submit a doctor's release if he/she has been hospitalized for any reason or if he/she is absent for fifteen (15) successive working days. This release shall indicate the nature of the illness or problem for which he/she has been treated. Failure to present this doctor's release when requested may result in the employee being withheld from service without pay, sick pay, or other compensation until an acceptable release is presented.

If an employee becomes ill for more than three (3) days during his/her scheduled vacation time he/she may submit a doctor's verification of his/her illness in order to utilize his/her sick leave benefits instead of vacation time. The vacation time missed will then be rescheduled at a later time.

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

To care for an ill spouse or dependent child, a unit member may be authorized to use up to 24 hours of sick leave per year as intermittent Family Care and/or Medical Leave pursuant to Article 11.1. Such intermittent leave will be included in the 12 weeks of Leave of Absence authorized for Family Care and/or Medical Leave.

An employee may take a leave of absence due to illness as provided for in Article 11.2.

ARTICLE 13

VACATIONS

13.1 VACATION ACCRUAL

On June 1st of each year, employees will earn paid vacation as follows:

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

If an employee's hire date is other than June 1st, during the first year of employment the employee's vacation is pro-rated at one-twelfth (1/12) of two weeks for every month of service.

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

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

Employees absent from their duties for more than one hundred (100) working days during the year will be entitled to only one-twelfth (1/12) of their normal vacation for each month, or major fraction thereof, they worked. These employees will not be entitled to their bonus week.

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

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

13.2 VACATION BIDDING

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.

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

Employees may split their vacation periods at the time of initial bids. If the entire vacation is not bid initially, the employee must wait until all others have made an initial bid, and then may, in seniority order, select the remainder. He/she will then be allowed to split as many times as he/she desires provided there are sufficient vacation periods open.

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

ARTICLE 14

HOLIDAYS

14.1 DESIGNATED HOLIDAYS

All employees covered by this Agreement are entitled to thirteen (13) holidays each year, paid at eight (8) hours at the straight time rate of pay. They are:

NEW YEAR'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY
SEVEN (7) FLOATING HOLIDAYS*

*Earned as of June 1st of each year

14.2 FIXED HOLIDAYS

Of the thirteen (13) holidays earned each year, six (6) are considered fixed, that is, they are official national holidays. These fixed holidays are to be taken on the designated official day unless the Authority requires the employee to work. If required to work on a holiday, the employee will receive two and one-half (2 1/2) times pay for such work if the employee works the full shift. If a holiday falls on a regularly scheduled day off, the employee will be paid eight (8) hours straight time pay in lieu of the holiday. If a holiday falls during vacation or bereavement leave, the employee will be paid eight (8) hours straight time pay in lieu of the holiday. If a holiday falls on a Sunday, the District will usually recognize it by giving the following Monday off. If a fixed holiday occurs while the employee is absent due to sickness or on a leave of absence, he/she will not be paid for that holiday. The employee must work eight (8) full hours before and after a holiday to receive pay for it.

14.3 FLOATING HOLIDAYS

The remaining seven (7) holidays are considered floating. Floating holidays must be approved in advance by the department head or his/her designee. The employee shall provide the Authority with a five (5) day notice when he/she desires to use a floating holiday.

Employees may accumulate and carryover from year to year a maximum of three floating holidays. If Authority Management is unable to authorize an employee to utilize

the floating holidays, any floating holidays remaining at year end, in excess of the three which may be carried forward, shall be paid off.

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

ARTICLE 15

TRANSPORTATION PASSES

15.1 EMPLOYEE AND DEPENDENTS

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

15.2 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, retroactive to May 29, 1969, be considered in the same category as retired employees, in the application of this transportation privileges rule.

15.3 REPORTING OF LOST PASSES

Lost passes must be immediately reported to the employee's division or department. Failure to report loss of pass, allowing an unauthorized person to use said pass, defacing, or destroying or vandalizing Authority property will result in cancellation of the pass privilege.

15.4 REPLACEMENT OF LOST PASSES

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

15.5 TERMINATION OF EMPLOYMENT

All passes must be surrendered at the time of termination of employment. Employees who fail to surrender passes will be charged twenty dollars (\$20) per month for the balance of the period for which each pass is issued.

15.6 DEATH PRIOR TO RETIREMENT

Upon the death of an employee, after the completion of ten (10) years of continuous service, the spouse and dependent children will continue to be granted free transportation for life or until the remarriage of the spouse. Dependent children are entitled to passes while under the age of 19 or under the age of 23 if a full time student.

15.7 DEFINITION OF DEPENDENT CHILDREN

For the purpose of this Section, dependent children will be considered to be eligible until their nineteenth (19th) birthday, or in the case of full-time students, until their twenty-third (23rd) birthday.

15.8 FUTURE REVISIONS

Any revisions to the Authority's policy on Transportation Passes applicable to non-contract personnel will also apply to employees covered by this Agreement. Should the Authority's Transportation Passes program which corresponds to Section 15.1, 15.2, 15.3, 15.4, 15.5 and 15.6 above be discontinued or modified Section 15.1 through 15.6 shall be nullified or modified accordingly.

ARTICLE 16

UNIFORM AND EQUIPMENT

16.1 INITIAL ISSUE OF UNIFORMS

The Authority shall furnish all required uniforms and equipment to new employees.

16.2 UNIFORM ALLOWANCE

The Authority will pay annually to each Security Guard II on his/her Anniversary Date the amount specified below for the purpose of purchasing uniforms.

October 1, 1994 - September 30, 1995 - \$680.00
October 1, 1995 - September 30, 1996 - \$700.00

The Authority will pay annually to each Security Guard I on his/her Anniversary Date the amount specified below for the purpose of purchasing uniforms.

October 1, 1994 - September 30, 1995 - \$630.00
October 1, 1995 - September 30, 1996 - \$650.00

16.3 SAFETY SHOES

All Security Guards will be issued an initial pair of safety shoes, which will be replaced as needed. Security Guards who need to replace worn-out safety shoes must submit for inspection their old safety shoes to the Transit Police Chief or his/her designee, who will, based on criteria established by the Risk Management/ Safety Department determine if another pair is needed. If new safety shoes are deemed necessary, the employee shall be issued a voucher to purchase a new pair at the Authority's expense.

16.4 REIMBURSEMENT TO THE AUTHORITY

An employee who leaves the Authority before completing one (1) year of service shall reimburse the Authority for the cost of the initial issue of uniform pants, shirts, jackets, shoes, Sam Browne gear and ties. This reimbursement will be deducted from the final pay check. After completing one year of service, these initial uniform items will become the property of the employee.

16.5 DESIGNATION OF DUTY UNIFORM

The Chief has the exclusive right to determine the uniform worn by members of the department. The Watch Commander may alter the designated uniform for long-sleeve versus short-sleeve shirts on a watch, as long as all persons assigned to that watch are dressed alike.

EXAMPLE:

The Chief determines that beginning on November 1st the designated uniform is long-sleeve shirts. On November 10th the temperature is high. The Watch Commander may designate the short-sleeve shirt for that day for all persons on his/her watch.

ARTICLE 17

DISCIPLINE

17.1 GRIEVING DISCIPLINARY ACTION

Disciplinary action against Unit employees shall be imposed only for just cause. Disciplinary hearings shall be held within twenty working days of the Department's determination that such is appropriate.

Disciplinary appeals shall be subject to the grievance procedure that is a part of this Agreement, but the grievance procedure shall begin at Step Two. Disciplinary appeals must be filed within twenty days of the imposed disciplinary action and processed in accordance with the grievance procedure set forth in Article 18.

17.2 COMPLIANCE WITH RULES

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

17.3 NOTICE TO UNION

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

ARTICLE 18

GRIEVANCE PROCEDURE

18.1 PHILOSOPHY

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

When a grievance or dispute with regard to the application or interpretation of the terms of this Agreement has been presented to the Authority within twenty (20) days following knowledge of the act or condition which is the basis of the complaint by an employee or an authorized Union representative, and has not been satisfactorily adjusted by an authorized Authority representative, and the employee or the Union wishes to pursue the issue further, it shall then be adjusted according to the following procedure.

18.2 STEP ONE

The grievant shall submit the grievance in writing on Form RTD/Teamsters #1, and shall meet to discuss the nature of the grievance in an informal meeting with the supervisor. The grievant shall be entitled to have a Union representative present at the informal meeting with the supervisor.

The supervisor shall render an answer in writing to the grievant within ten (10) days following the informal meeting.

18.3 STEP TWO

If the grievant does not concur with the supervisor's answer or, if no answer was received, the grievant may appeal the grievance to Step Two, providing he/she does so within ten (10) days from the date the grievant receives or should have received the supervisor's answer pursuant to Step One.

In Step Two the grievance is submitted to the Department Head or his/her designee in written form on MTA/Teamsters Form #1. A hearing shall be held within ten (10) days from the date that the grievance is submitted to the second step. The second step hearing may be attended by the Union's business agent, the appropriate shop steward, the grievant, any relevant witnesses, and the Department Head

or his/her designee. The hearing shall be conducted in an informal manner and both the Union and the Authority shall endeavor to present all the known facts and circumstances related to the grievance in an effort to resolve the dispute. The Department Head or his/her designee shall render a decision in writing within ten (10) days from the date of the second step hearing. Copies of the decision of the Department Head or designee shall be mailed to the Union and the grievant on the day that the decision is rendered.

18.4 STEP THREE

If the grievant and the Union do not concur with the decision of the Department Head or his/her designee the grievance may be advanced to Step Three, providing that the grievance is moved within ten (10) days of the Union's receiving the decision of the Department Head or designee.

In Step Three the grievance is submitted to the Chief Executive Officer or his/her designee.

The Step Three hearing may involve the Secretary-Treasurer or his/her designee, the grievant, relevant witnesses and/or representatives from departments affected. Although the third step is to be informal, the Union will present at this meeting all relevant facts, including the name and testimony of the Grievant and witnesses, when and where the alleged violation occurred, the specific Articles and Section of the Contract which were allegedly violated, and the Union's position.

18.5 SOLE MEANS OF SETTLING DISPUTES

It is understood and agreed that the provisions of this Article and Article 19 shall be the sole and exclusive means of settling any dispute or controversy arising out of the application and interpretation of this Agreement.

18.6 COMPUTATION OF TIME LIMITS

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

By written mutual agreement between the Authority and the Union, the time limits set forth in Sections 18.2, 18.3, and 18.4 may be extended to specific times in individual cases.

18.7 APPEAL OF FINAL DECISION

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

ARTICLE 19

ARBITRATION PROCEDURE

19.1 REQUEST FOR ARBITRATION

If the Union is not satisfied with the response of the Chief Executive Officer or his/her designee in Step Three, the Union may, within twenty (20) days, give a written "Demand for Arbitration" to the Authority to move the matter to arbitration. Either the Union or the Authority 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 Authority, such question shall be decided in the first instance by the arbitrator.

19.2 SELECTION OF AN ARBITRATOR - Add the underlined language:

Within ten (10) days after receipt of the "Demand for Arbitration" the Authority and the Union shall meet to mutually select an arbitrator.

If an arbitrator cannot be selected by mutual agreement the arbitrator shall be selected from a list of five (5) qualified arbitrators furnished by the American Arbitration Association from which the Union will strike one, Authority one, then Union one, Authority one, and the remaining person is selected. If the arbitrator is unable to serve, the parties shall request a new list from the State Conciliation Service and thereafter strike off names as provided above. The party striking first shall be determined by lot.

19.3 DATE OF ARBITRATION

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

19.4 RESULTS OF ARBITRATION

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

19.5 SCOPE OF THE ARBITRATOR

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

19.6 ARBITRATOR'S TIME LIMIT

All Arbitrators are requested to expedite their decisions as the parties normally expect a decision issued within twenty (20) days after the conclusion of the hearing.

19.7 CALCULATION OF TIME LIMITS

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

19.8 ARBITRATOR COSTS

Arbitrator costs shall be shared equally by the parties.

ARTICLE 20

ON-DUTY INJURY

20.1 INJURY WHILE PERFORMING A SECURITY FUNCTION

In the event a Security Guard is physically injured in the line of duty while involved in an interrogation, apprehension, detention, arrest, is a victim of an assault while in the performance of regularly assigned duties or is engaged in aggressive preventive patrol as determined by the Transit Police Chief, and such injury results in loss of time, the Authority shall compensate the employee for 100% of time, lost from work for the first thirty (30) calendar days of disability. If Workers' Compensation benefits are provided during the period of absence, the basis of payment will be as provided above, less Workers' Compensation benefits. It is proper reports must be filed in the conjunction with the injury, pursuant to the Rules of Practice and Procedure for the Workers' Compensation Appeals Board (W.C.A.B.)

20.2 SUBSEQUENT COVERAGE

The decision of the Transit Police Chief as to which injuries are covered by this section is final.

At the conclusion of the thirty (30) day period, the employee will be covered by the Workers' Compensation provisions for a period of twelve (12) months.

20.3 INDUSTRIAL INJURIES

Industrial injuries that do not result from security actions and that can be occasioned by any employee of the District such as, but not limited to, slips and falls and similar injuries which are determined not to be covered in Section 20.1, will be covered only by Workers' Compensation.

20.4 AUTHORITY

The Transit Police Chief or his/her designee shall determine which injuries are covered by what section. This decision is subject to the grievance procedure.

20.5 NOTIFICATION OF INJURY

Employees who are injured on-duty must notify their supervisor immediately.

20.6 PROTECTION OF SENIORITY

No employee shall lose seniority due to an on-duty injury for up to twelve (12) months from the last day worked.

ARTICLE 21

WITNESS PAY/JURY DUTY

21.1 WITNESS PAY

The Authority agrees to compensate any employee at the rate of pay prescribed by the terms of this Agreement, less any other compensation received, as a result of an appearance in a court of competent jurisdiction either at the request of the Authority or by subpoena by law enforcement agency in any criminal proceedings wherein the employee's presence is required due to witnessing occurrences while on duty.

Off-duty appearance: Hour-for-hour pay with a three (3) hours minimum paid at one and one-half ($1\frac{1}{2}$) times their straight time rate.

Off-duty On Call no appearance: three(3) hours minimum paid at their straight time rate.

21.2 JURY DUTY

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

An employee summoned to serve as a juror, upon receipt of the Jury Summons, should arrange for time off with his/her supervisor. An employee may submit a written postponement request, to the Transit Police Chief. The Chief may submit a letter to the Court to request a postponement on behalf of the employee.

An employee who is required to perform jury duty shall have his/her schedule changed to reflect Saturday and Sunday off for the duration of said jury duty.

21.3

COMPENSATION FOR TIME ON JURY DUTY

The Authority will reimburse employees for time away from work while on jury service.

Employees must follow these steps to receive reimbursement:

1. Submit the jury summons to their supervisor before jury service begins.
2. Request a verification form from the court to submit to the department at the conclusion of jury service. This form, which may be called, "Certification of Jury Service", "Certification of Attendance", "Work Slips", or "Confirmation of Service", is to be completed and signed by the Jury Supervisor to verify the dates the employee was paid by the court.

For each day the employee takes off for jury service, the department will deduct from their salary an amount equal to the court's compensation then in effect.

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

Jury duty is not subject to shift differential pay.

Jury Pay is limited to ten (10) days.

ARTICLE 22

HEALTH AND SAFETY

22.1 COMPLIANCE WITH THE LAW

The Authority agrees that it will take every reasonable measure to create and maintain a healthy and safe working environment and 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 Teamsters may present such violation to the Authority as a grievance under the grievance procedure set forth in this Agreement.

22.2 EQUIPMENT

Security Guards I have the option to carry a nightstick approved by the Authority while on duty, under the terms and conditions established by the Transit Police Chief. Security Guards I will bear all costs should they elect to exercise this option.

The Authority will provide Security Guards I body armor.

22.3 TRAINING

The Authority shall train Transit Security Guards to perform their duties as determined by the Transit Police Chief.

ARTICLE 23

RETIREMENT

Effective May 7, 1995, employees will be covered by the Southern California Rapid Transit District Non-Contract Employees Retirement Income Plan-The New Plan (as amended, effective May 1, 1990) and accordingly will not make any contributions to this Retirement Income Plan.

If the Southern California Rapid Transit District Non-Contract Employees Retirement Income Plan-The New Plan is amended during the term of this Collective Bargaining Agreement, such plan modification(s) shall automatically apply to the Teamsters bargaining unit, without further negotiation.

If the MTA adopts a new retirement plan for its non-represented employees of the former SCRTD and does not continue to maintain the Southern California Rapid Transit District Non-Contract Employees Retirement Income Plan-the New Plan, employees represented by the Teamsters will be covered by the newly adopted MTA plan on the same terms and conditions as the non-represented employees of the former SCRTD.

If the MTA, in conjunction with its adoption of such new retirement plan and/or adoption of a new plan to replace Social Security, elects to discontinue the participation in Social Security (OASDI) of non-represented employees of the former SCRTD, employees represented by the Teamsters will no longer participate in Social Security (OASDI).

ARTICLE 24

PROBATIONARY PERIOD

24.1 LENGTH

Employees covered by this Agreement shall have a probationary period. The probationary period in each unit job classification shall be for twelve (12) months actual service which may be extended with the concurrence of the Union and the Authority. 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 complete the probationary period successfully. The employee shall have the opportunity to meet with the supervisor and the Shop Steward to review his/her deficiencies. The employee shall not have the right to grieve a probationary termination.

24.2 FALSIFICATION OF RECORDS

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

ARTICLE 25

RULES AND REGULATIONS

A copy of this Agreement and all rules, regulations and general orders shall be available at every duty station.

Whenever a new order or rule is issued relating to job performance or work rules pertaining to Security Guards, a copy will be forwarded to the Union.

A Rules and Regulations Book for Security Guards will be implemented within six (6) months of ratification of the Agreement by the Authority's Board of Directors.

ARTICLE 26

UNION BULLETIN BOARDS

The Authority will provide locked bulletin boards at the major security posts (Central Maintenance Facility, 425 Main Street, Cash Room, location 20 South Park and Division 09) and any future major posts mutually agreed to between the parties, at no cost to the Union, for the purpose of posting material related to Union business.

Where it is impractical to maintain a bulletin board a clipboard will be provided and accessible to the employees.

The Union agrees not to post or distribute any derogatory or inflammatory material on Authority property.

ARTICLE 27

SENIORITY

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

Employees who were reclassified by Board action on July 5, 1981, shall be credited with seniority for the time spent in the former job classification (e.g. Special Agents, Security Guards III).

ARTICLE 28

UNION BUTTONS

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

ARTICLE 29

UNION SECURITY/AGENCY SHOP

29.1 MEMBERSHIP AND DUES

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

29.2 INITIATION FEES

All new employees shall pay an initiation fee to the Union.

29.3 PAYROLL DEDUCTION

The Union dues, agency fees, and initiation fee may be paid through payroll deduction.

29.4 EMPLOYEE ROSTER

The Authority shall supply the Union with a written list of the names and addresses of new employees as soon as practicable.

ARTICLE 30

UNION DUES - CHECKOFF

30.1 PAYROLL DEDUCTION OF DUES

The Authority will, each month, deduct from wages due, all sums for periodic Union dues, initiation fees, assessments and insurance (not including fines and penalties) payable to the Union by employees of the Authority who are members of the Union.

30.2 AUTHORIZATION FOR DEDUCTIONS

For each employee for whom deductions referred to in Section 1 above are to be made, the Union will furnish to the Authority the employee's authorization to make such deductions. Such authorization shall be furnished to the Authority prior to the time the affected employee's name first appears on the deduction list referred to in Section 3 of this Article.

30.3 DEDUCTION LIST FURNISHED BY UNION

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

30.4 DUE DATE FOR AUTHORIZATION

To be effective for a particular month, an individual's deduction authorization must be in the actual possession of the Controller not later than the date established for the Controller's receipt of the regular monthly deduction list for that particular month. The Authority 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 inadequately identifies the employee involved.

30.5 ERROR IN DEDUCTION LISTS

Errors in the deduction list shall be corrected by the Union by adjustment included in the subsequent list furnished by the Union to the Authority. Questions arising as to the correctness of the amount shown on the deduction list will be handled directly with the Union by the employees.

30.6 DATE AND PRIORITY OF DEDUCTIONS

Deduction may be made by the Authority on only one payroll audit per month designated by the Authority. If employee's earnings during a particular payroll audit designated by the Authority 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

30.7 AUTHORITY'S RESPONSIBILITY

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

30.8 INDEMNIFICATION BY UNION

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

30.9 TERMINATION FOR GRADE OR CLASS

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

30.10 AUTHORITY TO FURNISH VOUCHERS

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

30.11 VOLUNTARY POLITICAL CONTRIBUTIONS

The Authority agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E.

D.R.I.V.E. shall notify the Authority of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Authority shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, with the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Authority annually for the Authority's actual cost for the expense incurred in administering the weekly payroll deduction plan.

ARTICLE 31

CLASSIFICATION PAY

31.1 HIGHER CLASSIFICATION

If a Security Guard I is required by the Authority to wear a gun in the course and scope of his/her duties and has met the certification requirements, he/she will be compensated at the Security Guard II rate at the step closest to but not lower than his/her current rate.

ARTICLE 32

HEALTH INSURANCE

32.1 COVERAGE

- A. The Authority agrees to pay to the Trustees of the Teamsters Health and Welfare Plan the amount indicated below for each employee covered by this Contract. This monthly contribution will be used to defray the cost of a Health Plan designed for the benefit of the employees of the Authority who are represented by the Teamsters, and their dependents.
- B. The monthly amount to be paid by the Authority will be as follows:
 - 1. Effective upon ratification by the MTA Board of Directors - up to \$460.00 per month.
 - 2. Effective October 1, 1995 - up to \$480.00 per month.
 - 3. The exact amount of the Authority's contribution will be up to, but not exceeding, the maximum specified in B.1. and B.2. above based on documentation submitted by the Teamsters at least fifteen (15) days prior to the effective date of the increase. The documentation must indicate the actual cost of the Health and Welfare Plan for medical and dental insurance.

ARTICLE 33

TERM OF AGREEMENT

33.1 DURATION AND TERMINATION

Except as otherwise provided herein, this Agreement shall be made effective October 1, 1994 and shall remain in full force and effect to and including September 30, 1997. Unless notice in writing of termination has been served upon the other not later than ninety (90) days prior to September 30, 1997. If neither party so serves such notice of termination, this Agreement, after September 30, 1997, may be terminated by either party serving upon the other written notice of the termination not later than ninety (90) days prior to the time it is proposed to make such termination.

33.2 REQUESTS TO MODIFY

Any request to modify or change this Agreement, or any portion thereof, shall be made in writing and shall be served on the other party not later than ninety (90) days prior to September 30, 1997, and if the Agreement is in effect after such date by reason of the provisions of Section A above, not later than ninety (90) days prior to the time it is proposed to make such change or modification.

33.3 SUBSEQUENT INTERPRETATION

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

Signed this 10th day of March 1995, at 425 South Main Street, Los Angeles, California.

FOR THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

FOR LOCAL 911, TEAMSTERS

Franklin E. White
Chief Executive Officer

Raymond Whitmer
Teamsters Local 911

Ann M. Neeson
Director, Employee Relations

John Davis
Committee Member

Deborah Roberson-Simms
Chief Negotiator

James Cook
Committee Member

Ron Eutsey
Transit Police Captain

James Henry
Committee Member

Rudy Lipscomb
Senior Employee Relations
Representative

Jeanette Bell
Human Resources Analyst

