

# AGREEMENT

BETWEEN

**LOS ANGELES COUNTY  
METROPOLITAN  
TRANSPORTATION AUTHORITY**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES UNION  
LOCAL 3634 & LOCAL 3150**

**Effective April 1, 2001 to June 30, 2008**



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## **PREAMBLE**

### **CONTRACT BETWEEN MTA & AFSCME**

This Contract was entered into between the Los Angeles County Metropolitan Transportation Authority (Authority) and American Federation of State, County and Municipal Employees (Union) in a spirit of cooperation between the Union and the Authority in recognition of the need to maintain safe and efficient operation of the transit system.

All matters pertaining to the management of operation, including the type and kind of service to be rendered to the public, the equipment used, the maintenance of discipline and efficiency, the hire, promotion and transfer of employees, and their discharge or discipline for proper cause, are the prerogatives of the Authority, subject to such limitations thereon as are set forth elsewhere in this Agreement.

The Union recognizes that willful infractions of the Authority's Rules and Regulations that are necessary for efficient operation will constitute cause for disciplinary action. No rules or regulations at any time promulgated or enforced by the Authority shall be valid if they violate any provisions elsewhere set forth in this Agreement.

The Authority's exercise of any prerogatives of this Agreement may be made the subject of a grievance.

The MTA recognizes its duty to negotiate any change that affects hours, wages and working conditions of AFSCME members.

In negotiation for a successor contract, five (5) members appointed by the Union shall be released from duty in an unpaid status to participate in Local 3634 negotiations. Two (2) members shall be appointed by the Union and be released from duty in an unpaid status to participate in Local 3150 negotiations. The negotiations shall be conducted in a coordinated manner. The parties reserve the right to include any necessary staff or consultants. On an as needed basis subject matter specialists shall be released from duty to participate in particular meetings.

## **ARTICLE 1**

### **RECOGNITION**

- 1.1 The Los Angeles Metropolitan Transportation Authority and the Public Transportation Services Corporation (herein referred to collectively as the "Authority") recognize the American Federation of State, County and Municipal Employees, Locals 3634 and 3150 (herein referred to as "the Union") as the exclusive representative for all of the employees in the bargaining unit for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment.**
- 1.2 The bargaining unit includes employees employed by the Authority in the classifications listed in Article 35 and in other classifications the Authority and the Union mutually agree to add to the bargaining unit.**
- 1.3 The parties agree to negotiate over the creation of and implementation of new positions, experimental projects (i.e. Rapid Bus) as it affects Union membership.**
- 1.4 If the Authority acquires or merges with another entity, or adds new service with positions or classifications with a similar community of interest to those classifications certified by the State Conciliation and Mediation Service as positions in AFSCME Locals 3634 or 3150, such classifications or positions will become certified in the appropriate AFSCME Local, except as is provided in Section 30753 of the Public Utilities Code.**

## **ARTICLE 2**

### **TERM/EFFECTIVE DATE/TERMINATION DATE**

#### **2.1 Duration And Termination**

Except as otherwise provided herein, this Agreement shall be made effective April 1, 2001 and shall remain in full force and effect to and including June 30, 2008, and shall continue in effect hereafter, unless notice in writing of termination has been served by either party upon the other no later than 180 days prior to June 30, 2008. If neither party so serves such notice of termination, this Agreement, after June 30, 2008, may be terminated by either party serving upon the other written notice of termination no later than 90 days prior to the time it is proposed to make such termination.

#### **2.2 Requests To Modify**

Any requests to modify or change this Agreement, or any portion thereof, shall be made in writing and shall be served on the other party no later than 180 days prior to June 30, 2008, and in the event the Agreement is in effect after such date by reason of the provisions of Section 2.1 hereof, not later than 90 days prior to the time it is proposed to make such change or modification.



### **ARTICLE 3**

#### **FULL UNDERSTANDING**

- 3.1 The parties agree that this Agreement constitutes the full and final agreement of the parties on all subjects covered in this Agreement.
- 3.2 Neither party waives any of its rights or obligations under existing State or Federal law, with regard to their duty to negotiate over subjects not covered in this Agreement.
- 3.3 Nothing in this Agreement shall be construed as preventing the Authority from transferring lines or service to a Transportation Zone in accordance with California S.B. 1101 of the 2000 session.
- 3.4 The parties agree that, except as provided in S.B. 1101 of the 2000 session, all issues regarding the impact on employees related to the transfer of lines or service to a Transportation Zone are subject to negotiations.

Unless the Parties mutually agree otherwise, neither Party will seek any amendments to S.B. 1101 and both Parties will oppose any amendments to S.B. 1101 proposed by anyone else.

## **ARTICLE 4**

### **SAVINGS CLAUSE**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. The parties agree to meet and negotiate a replacement for such provision.

**ARTICLE 5**  
**UNION SECURITY**

**5.1 Agency Shop**

As a condition of employment, all current and new employees shall become and remain members of the Union or pay the Union a service fee in an amount not to exceed periodic dues and assessments during the period of this Agreement within thirty (30) days after the effective date of this Agreement or within thirty (30) days from employment in a classification included in the bargaining unit, whichever is later. The Union shall set the amount of the service fee, and it shall be implemented by the Authority in the first pay period after written notification by the Union.

**5.2 Discharge for Non-Membership or Non-Payment of Service Fee**

In the event any employee fails to comply with the requirements of this Article, the Union may give the Authority written notice of this fact, and within five (5) days after receipt of said notice, the Authority shall terminate the employee.

**5.3 Notification of Bargaining Unit Employees**

**5.3.1** The Authority shall forward to the Union a copy of a regularly published list of names, classifications, home addresses and telephone numbers, departments, and divisions or work locations of all employees and membership status in the bargaining unit.

**5.3.2** The Authority shall forward to the Union a copy of a regularly published list of names, classifications and departments, divisions or work locations of all employees leaving/entering the bargaining unit, the date they are scheduled to leave and the reason that they are leaving.

**5.4 Payroll Deduction of Dues & Other Items**

**5.4.1** Payroll deductions shall be limited to the following choices:

- 1) Union membership dues,
- 2) Agency fees,
- 3) AFSCME, Voluntary Political Action Check off - PEOPLE

**4) Fair share donations to MTA Charitable Giving Campaign.**

**Fair Share Donations are limited to employees with religious objections.**

**Any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall in lieu of agency shop fees, pay sums equal to said amount to a non-religious, non-labor charitable fund exempt from taxation under Section 501c (3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment. Disputes regarding the application for this provision shall be subject to arbitration.**

- 5.4.2 The Authority shall make payroll deductions for each employee who executes an "Authorization for Payroll Deduction".**
- 5.4.3 The authorization for payroll deduction shall be made on a form approved in advance by the Authority.**
- 5.4.4 In the event the Authority receives from an employee written revocation of the employee's check off authorization, the Authority shall within five (5) working days notify the Union.**

**5.5 Information to Employees**

**The Authority shall inform all new hires and all employees promoted into the Bargaining Unit, at the time of hire or promotion, of the existence of this Agreement and the requirements of this provision. A union officer or designee will be afforded time to meet with any employee entering the Bargaining Unit for Union orientation.**

**5.6 Union Indemnification of the Authority**

**The Union agrees to hold harmless and to indemnify the Authority for any and all costs arising from any claim or legal action caused by compliance with this article. Legal fees and costs incurred by the Authority in connection with the defense shall be subject to negotiation and/or arbitration with regard to the reasonableness of the fees.**

**ARTICLE 6**  
**CONTINUITY OF SERVICE**

**6.1 No Work Stoppage**

During the term of this Agreement, the Union agrees that the Union shall not call or engage in any strike, slow down, or any other concerted activity that will stop, hinder, or impair the Authority's ability to provide the public with safe and efficient public transportation.

**6.2 Picket Lines**

It shall not be a violation and shall not be cause for discipline for an Authority employee voluntarily to refuse to enter upon any property involved in a primary bonafide labor dispute. It shall not be a violation of this section and shall not be cause for discipline of any employee by any party, should any employee voluntarily enter Authority property at a time when the Authority is involved in a primary labor dispute.

For purpose of this section, a primary labor dispute is defined as a dispute between MTA and other MTA Unions.

**6.3 No Lockout**

The Authority agrees that it shall not lock out employees during the term of this Agreement.

**ARTICLE 7**  
**BULLETIN BOARDS**

**7.1 Encased Bulletin Boards**

The Authority shall erect encased bulletin boards with locks and keys at work locations. Keys will be given to authorized Union representatives. The Bulletin Boards will be the exclusive location for posting Union literature on MTA property. The Bulletin Board will be shared by all AFSCME locals.

**7.2 Use of Bulletin Boards**

- 7.2.1 The bulletin boards may be used by the Union for posting Union approved notices.
- 7.2.2 Notices shall not contain material that is derogatory toward management employees of the Authority. Nor shall such notice contain slanderous or obscene statements.
- 7.2.3 Notices posted that are not Union approved shall be removed immediately by the Union.

**7.3 Location and Quantity of Bulletin Boards**

The number and location of bulletin boards shall be mutually agreed upon by the Authority and the Union. Bulletin Board locations will be reasonably convenient to the majority of Union members.

## **ARTICLE 8**

### **NON-DISCRIMINATION**

- 8.1 The Authority and the Union agree not to discriminate against an employee because of race, color, sex, age, marital status, religious creed, national origin, ancestry, disability, sexual orientation or for lawful political activity, or any other reason prohibited by law.
- 8.2 The Authority and the Union agree that employees shall not be interfered with, intimidated, restrained, coerced or discriminated against because of their participation in or refusal to participate in union activity.

## **ARTICLE 9**

### **JOINT LABOR/MANAGEMENT COMMITTEES**

#### **9.1 Joint Labor/Management Committees**

**9.1.1 Joint Labor Management Committees (JLMC) have been formed. These Committees consist of System Wide, Bus and Rail Operations, Operations Maintenance, and Facilities Maintenance and Support Functions. The Authority and the Union shall appoint its members to these Committees. The Committees will meet on an as-needed basis to resolve issues regarding the implementation of the terms of this Agreement. Each committee will develop and distribute written procedures.**

**9.1.2 Union Committee members who are scheduled to be on duty, will be in a paid status and shall notify the appropriate Manager/Supervisor of each committee meeting no less than seventy-two (72) hours prior to the meeting. JLMC meetings will be scheduled to afford at least 72 hours notice to all attendees.**



**ARTICLE 10**  
**REPRESENTATION**

**10.1 List of Union Officers/Stewards/Authorized Union Staff Representatives**

The Union shall provide a written list of names of authorized union staff representatives, union officers and union stewards to the Authority's Chief Labor Relations Officer or designee, as well as changes in such list at least three (3) days prior to the effective date of assuming the duties of office.

**10.2 Working Officers/Working Stewards**

**10.2.1** It is agreed and understood that employee union stewards and officers are employed to perform full-time productive work for the Authority. Officers and Stewards will be required to observe all safety and other rules and regulations of the Authority. Nothing herein regarding rules of conduct shall be construed to prevent the officer or steward from conducting union business in a responsible manner.

**10.2.2** Union officers and/or union stewards may only leave his or her work during working hours with the permission of the employee's immediate supervisor provided:

- 1) such release from work does not negatively impact on the safety of others;
- 2) the employee and the supervisor agree to set an approximate period of time the employee shall be released from work;
- 3) Union Officers and Union Stewards may leave their work during working hours with notification to their manager in order to investigate grievances or proposed disciplinary action, attend grievance, or pre-disciplinary hearings, attend disciplinary interviews, or attend other meetings scheduled by Authority management;
- 4) Attendance is in a paid status provided the release time is limited to no more than one union officer or union steward at any one function; attendance outside of the normal work hours of the union officer or union steward is in an unpaid status.

### **10.3 Conducting Union Business on Authority Property**

Union staff representatives will be permitted access to the property for the purpose of conducting union business with Union stewards and Union members. Where reasonable and practical, they shall notify the Location Manager in advance of their intent to visit a work site and the approximate duration of the visit. The representative's access will not disrupt the work flow. Union staff Representatives will be required to observe all safety and other rules and regulations of the Authority. Union staff representatives are employees of the union.

## **ARTICLE 11**

### **PROBATIONARY PERIOD**

#### **11.1 Application**

All regular, newly hired, promoted and rehired employees are subject to the probationary period.

#### **11.2 Definitions**

**Initial Probationary Period** - The first 180 calendar days of continuous service from the date a new employee is hired except that in cases where the required training exceeds 90 days, the probationary period shall be for a period of 90 days after the required training has been successfully completed by the new employee. The probationary period shall be extended by the period of an employee's absences, if the absences total 5 days or more.

**Promotional Probationary Period** - The first 180 calendar days of continuous service from the date a regular employee completed the required training period except that in cases where the required training exceeds 90 days, the probationary period shall be for a period of 90 days after the required training has been successfully completed by the new employee. The probationary period shall be extended by the period of an employee's absences, if the absences total 5 days or more.

**Assessment Period** - An employee who moves from one job function to another, where addressed in another article in this Agreement, within the job classification, or who moves from one classification to another when such movement does not result in a promotion, may be subject to an assessment period. The assessment period shall be extended by the period of an employee's absences, if the absences total 5 days or more.

**Regular Employee** - Full-time or part-time employee occupying a budgeted position who has successfully competed in the selection process.

**Training Period** - The period of time required by the department to receive and pass all required training as determined by the Authority.

### **11.3 Procedures – New Hires**

#### **11.3.1 Failure of Initial Probation.**

A new employee may be terminated at any time and for any legal reason during the initial probationary period, without right of appeal.

### **11.4 Procedures - Promotions**

#### **11.4.1 Failure of Promotional Probation**

An employee on promotional probation may be removed from the position at any time without right of appeal. An employee who does not satisfactorily complete promotional probation may request a review with the manager/supervisor to discuss the failure of probation.

When an employee fails the promotional probation, the employee shall return to his/her former position if the position is still vacant. If the position is filled, the employee shall be placed in a comparable position at his/her prior rate of pay at his/her former location.

An employee may also elect to return to his/her prior position within the term of the probationary period if the position is still vacant. If the position has been filled the employee shall be placed in a vacant comparable position at his/her prior rate of pay at his/her former location. Employees returning to their prior positions/classifications under the provisions of this section shall suffer no loss of seniority.

### **11.5 Procedures – Assessment Period**

#### **11.5.1 Failure of Assessment Period**

During the assessment period, an employee may be removed from the position at any time without right of appeal. An employee who does not satisfactorily complete the assessment period may request a review with the manager/supervisor to discuss the failure of the assessment period.

When an employee fails the assessment period, the employee shall return to his/her former position if the position is still vacant. If the position is filled, the employee shall be placed in a comparable position at his/her prior rate of pay at his/her former location.

An employee may also elect to return to his/her prior position within the term of the assessment period if the position is still vacant. If the position has been filled the employee shall be placed in a comparable position at his/her prior rate of pay at his/her former location. Employees returning to their prior positions/classifications under the provisions of this section shall suffer no loss of seniority.

#### **11.6 Performance Evaluation**

During the probationary period, the employee's performance shall be evaluated at dates determined by mutual agreement between the employee and the manager/supervisor. If no agreement is reached the employee shall be evaluated at 60, 90 and 120 day intervals following the appointment date.

#### **11.7 Extension of Probationary Period**

The CEO or designee, at the request of the hiring department, may extend the probationary period in rare circumstances. No probationary period may be extended for more than 180 additional calendar days. The manager/supervisor will notify the employee in writing prior to the extension of the probationary period.

#### **11.8 Promotion Outside of AFSCME Bargaining Units**

It is the intent of the parties to encourage employees to pursue promotional opportunities within the Authority without jeopardy to their employment status during the length of the promotional probationary period. An employee who promotes outside of AFSCME Bargaining Unit(s) who fails to pass promotional probation shall be returned to his/her prior position if the position is still vacant or will be placed in a comparable position at his/her prior rate of pay at his/her former location. The employee and the manager/supervisor can also mutually agree at any time in the probationary period that the employee return to the AFSCME Bargaining Unit(s). The employee shall return to his/her prior position if it is still vacant. If the position has been filled, he/she shall be placed in a vacant comparable position at his/her prior rate of pay. Employees who return to their positions under the provisions of this section shall suffer no loss of seniority.

## **11.9 Responsibilities**

**Managers/supervisors will monitor the employee's performance during the probationary period, and provide a written evaluation as specified in this Article.**

## **ARTICLE 12**

### **DISCIPLINE**

#### **12.1 Application**

This Article applies to all AFSCME represented employees who have completed their initial probationary period.

#### **12.2 Procedures**

MTA will impose discipline in accordance with the principles of just cause and progressive discipline. An employee may be reprimanded verbally or in writing, suspended, demoted (with or without salary reduction) or discharged for reasons such as, but not limited to, poor performance, misconduct, violation of MTA policies and procedures, inappropriate behavior, or violation of the law which causes discredit to the MTA or the employee's position.

##### **12.2.1 Informal Discussion or Counseling**

The employee's manager/supervisor may conduct an informal counseling session with the employee. This step is optional and is not to be considered as disciplinary in nature but an opportunity for the employer to correct the employee's behavior.

Records of informal discussion or counseling shall be maintained at the employee's work location.

##### **12.2.2 Pre-discipline Process**

An employee may be suspended, demoted or terminated for reasons set forth in Section 12.2. An employee who is to be suspended, demoted or terminated has the right to be represented by AFSCME throughout the pre-discipline process and the steps of the disciplinary procedure. Employee shall be notified of this right and afforded reasonable opportunity to secure representation.

The following steps shall be followed by the manager/supervisor prior to taking disciplinary action against an AFSCME represented full-time or part-time employee, except for verbal and written reprimands.

## **1) Notice of Proposed Action**

A written notice of the proposed disciplinary action will be prepared by the manager/supervisor and delivered to the employee. The notice will include:

- a) Reason(s) for the proposed action
- b) List and copy of all materials supporting the proposed action
- c) Right to respond

The employee will have the right to respond either orally or in writing within a reasonable time (not to exceed 10 working days), unless extended by mutual agreement with the supervisor or manager imposing the discipline.

## **2) Decision to Impose Discipline**

The employee will be notified by written notice of:

- a) the original charges
- b) the determination as to the charges
- c) the level of disciplinary action to be imposed, if any.

The written notice of discipline shall be maintained at the employee's work location and in the employee's permanent personnel file.

### **12.2.3 Appeal Rights**

New-hire probationary employees may not appeal disciplinary actions. Regular, non new-hire probationary employees may appeal discipline per the standards established in this article. The appeal will be processed in accordance with Article 14, Grievance and Arbitration. Information pertaining to discipline shall not be entered into the file permanently until resolution of hearing.

### **12.3 Investigatory Suspension**

An employee may be suspended pending a disciplinary investigation. Suspension may occur prior to the disciplinary process. This form of investigatory suspension is not considered a form of discipline and will be served with pay.



## **12.4 Progressive Discipline**

Progressive discipline provides for increasingly severe penalties to be imposed on an employee. This provides the employee with an opportunity to correct his or her behavior before more severe disciplinary action is taken. However, under some circumstances more severe discipline, including termination, may be administered the first time an employee commits a serious offense. Additionally, under some circumstances lesser discipline may be administered due to mitigating circumstances.

## **12.5 Discipline**

### **12.5.1 Verbal Reprimand**

The supervisor shall discuss with the employee unacceptable performance or behavior. The employee must be given the opportunity to relate his/her view of the situation.

After this meeting and a review of relevant factors and documents, the manager will prepare a brief written summary of the Verbal Reprimand and send a copy to the employee and the employee's work location personnel file. The employee may respond in writing and request that the response be attached to the record of the verbal reprimand.

### **12.5.2 Written Reprimand**

A written reprimand may be necessary for a more serious violation or a repeat of the same problem. Again, a meeting shall be conducted as soon as possible between the manager and the employee where the facts are presented.

A copy of the written reprimand with the employee's response shall be given to the employee with a copy placed in his/her personnel file at the worksite location. The employee shall be requested to sign and date the written reprimand. The employee's signature is an acknowledgement of receipt of the written reprimand only.

### **12.5.3 Suspension**

Suspension is normally applied in the following circumstances:

- 1) Where the offending conduct or job deficiency does not warrant demotion or discharge.

- 2) Where the employee has received progressive discipline for similar conduct or job performance deficiency.

All suspensions must be documented in writing by the manager/supervisor.

#### **12.5.4 Suspension of Employees in (FLSA) Exempt Positions**

Employees in Fair Labor Standards Act (FLSA) exempt positions can only be suspended in increments of five (5) days. All suspensions must be documented in writing by the manager/supervisor.

#### **12.5.5 Demotion**

A demotion requires notification as described in the pre-discipline process. An employee may be demoted with or without salary reduction.

#### **12.5.6 Termination**

- 1) Termination is appropriate where progressive discipline has failed to correct behavior, or
- 2) Where the offending conduct or job deficiency warrants immediate termination.

## **ARTICLE 13**

### **PERSONNEL FILES**

An employee's central personnel file is maintained at the Human Resources Department. A secondary file is kept at an employee's department or division. The Departmental or Divisional file will contain all evaluations and disciplinary documents.

#### **13.1 Maintenance of Records**

Information entered in the Employee's Personnel File(s) is intended for the use by the employee's manager/supervisor in the day-to-day operations of the Authority. Managers are responsible for maintaining and ensuring the confidentiality of the files.

##### **13.1.1 Adding Information to Employee Files**

Department heads, managers, and the employee through his/her manager may add items to an employee's file. An employee shall be made aware of any additions to his/her file and provided a copy of additions, such as, but not limited to, commendations, discipline, time off and leave requests, training documents and evaluations. Once a memo, notation, or evaluation is placed in a file, it becomes a part of the Divisional Personnel File(s).

Before documents relating to employee performance commentary are placed in an employee's file, the employee has the right to respond in writing within five (5) working days from the receipt of such materials. Such response is to be attached to the document(s) and placed in the file. Information pertaining to discipline shall not be entered into the file until the disciplinary action is assessed to the employee.

##### **13.1.2 Removing Information From Employee Records**

Documents will be removed from the Personnel File subject to the resolution of grievance or arbitration awards, or through mutual agreement.

##### **13.1.3 Review of Disciplinary Record**

After one year, verbal reprimands and written reprimands will not be used except to provide evidence of progressive discipline.

#### **13.1.4 Confidentiality**

Personnel files are confidential and only those persons who are authorized by the Director of Human Resources or his/her designee are permitted to review the files.

#### **13.1.5 Request to Review File(s)**

An employee or his/her authorized Union representative, with the employee's permission, may request to review all their own personnel files and make copies of any documents contained herein. Such requests will be made with no less than two (2) working days notice.

- 1) An employee who requests to see his/her file located at the Human Resources Department during scheduled work time must have the permission of the manager to leave the workstation. A representative from the Human Resources Department must be present.
- 2) If an employee is reviewing his/her divisional Employee Record File(s) at the department/division, the manager or designee must be present. Employees working hours will be accommodated to facilitate review of the folder.
- 3) An employee or his/her representative may make copies of any document in the file except for pre-employment references.

## **ARTICLE 14**

### **GRIEVANCES AND ARBITRATION**

#### **14.1 Definition**

A grievance is defined as any dispute concerning the interpretation or application of this Agreement, or Authority rules, policies, procedures or working conditions when employees are impacted and employee disciplined. When more than one employee is impacted, the Union may file a group grievance on behalf of all of the impacted employees.

#### **14.2 Grievance Procedure (Non-discipline)**

##### **14.2.1 Informal Discussion**

An employee raising a grievance shall meet with his/her supervisor as soon as possible. During this informal meeting, the parties should review the matter and seek agreement on a solution. If the grievance cannot be resolved satisfactorily or if a timely meeting cannot be scheduled, the employee may file a formal written grievance as specified below.

##### **1) Step One (Work Location Manager)**

- a) The Union may request on an AFSCME Grievance Form, a meeting with the Work Location Manager within fifteen (15) working days from the date the employee knew or should have known of the dispute.
- b) The Work Location Manager shall meet with the Union and the grievant(s) on or before the fifth working day after receiving the request.
- c) The Union shall identify the issue(s) in dispute and the remedy being requested.
- d) The Work Location Manager shall respond in writing within twenty (20) working days from the date of the meeting. The Manager shall mail a copy of the response to the Union within the required time limits. The Manager shall also give a copy of the response to both the grievant and the Union Steward.

##### **2) Step Two (Deputy Chief Executive Officer)**

- a) If the response at Step One is not satisfactory, the Union may file a Step Two grievance appeal with the Deputy Chief Executive Officer on an AFSCME Grievance Form (Non-discipline), which shall state the issue in dispute, the provisions of the Agreement alleged to have been violated, if relevant, and the relief sought. The grievance shall be filed within ten (10) working days from the receipt of the response at Step One.
- b) The Deputy Chief Executive Officer or designee shall meet with the Union and the grievant(s) to review the grievance and resolve matter within fifteen (15) working days of receiving the appeal.
- c) The Deputy Chief Executive Officer or designee shall respond in writing within twenty (20) working days from Step Two meeting. If the Grievance is denied, the Deputy Chief Executive Officer shall state the reasons for the denial. The Deputy Chief Executive Officer shall mail a copy of the response to the Union within the required time limits. This response shall also be provided to the employee and the Union Steward.

**3) Step Three (Chief Executive Officer)**

Labor Relations will serve as the CEO's designee.

- a) If the response at Step Two is not satisfactory, the Union may move the grievance to Step Three by submitting a request in writing within ten (10) working days from receipt of the response at Step Two.
- b) The CEO or designee shall meet with the Union and the grievant(s) to review the grievance and resolve the matter within fifteen (15) working days of receiving the appeal.
- c) The CEO shall respond in writing within twenty (20) working days from the date of the meeting at Step Three. If the grievance is denied, the CEO shall state the reasons for the denial. The CEO shall mail a copy of the response to the Union within the required time limits. The response shall be provided to the grievant and the steward.

**4) Step Four (Arbitration)**

If the response at Step Three is not satisfactory, the Union may move the grievance to arbitration by submitting a request in writing within thirty (30) working days after the receipt of the

response at Step Three.

#### **14.3 Grievance Procedure (Discipline)**

##### **14.3.1 Step One (Executive Officer)**

- 1) If an employee has been disciplined, the Union may file a grievance on an AFSCME Grievance Form (Discipline), which shall state the issue in dispute, the provisions of the Agreement that have been violated if relevant, and the remedy requested. The grievance shall be filed within ten (10) working days from the receipt of the date of the discipline decision.
- 2) The Executive Officer or designee shall meet with the Union and the grievant to review the grievance and resolve the matter within fifteen (15) working days of receiving the appeal.
- 3) The Executive Officer or designee shall respond in writing within twenty (20) working days from the meeting. If the grievance is denied, the Executive Officer shall state the reasons for the denial. The Executive Officer shall mail a copy of the response to the Union, to the Union Steward and to the grievant at his/her work site or last known address within the required time limits.

##### **14.3.2 Step Two (Chief Executive Officer)**

Labor Relations will serve as the CEO's designee.

- 1) If the response at Step One is not satisfactory, the Union may move the grievance to Step Two by submitting a request in writing within ten (10) working days from receipt of the response at Step One.
- 2) The CEO or designee shall meet with the Union and the grievant(s) to review the grievance and resolve the matter within fifteen (15) working days of receiving the appeal.
- 3) The CEO shall respond in writing within twenty (20) working days from the date of the Step Two meeting. If the grievance is denied, the CEO shall state the reasons for the denial. The CEO shall mail a copy of the response to the Union, to the Union Steward and to the grievant at his/her work site or last known address within the required time limits.

#### **14.3.3 Step Three (Arbitration)**

**If the response at Step Two is not satisfactory, the Union may move the grievance to arbitration by submitting a request in writing within thirty (30) working days after the receipt of the response at Step Two.**

#### **14.4 Arbitration**

- 14.4.1 In the event the parties cannot mutually agree upon an arbitrator within five (5) working days from the receipt of the request for arbitration, the moving party shall request that the California State Conciliation and Mediation Service submit to them the names of seven (7) arbitrators. No arbitrator on the list shall have any official, financial or other connection with or interest in the Authority or the Union.**
- 14.4.2 Upon receipt of the list, the Authority and the Union shall determine by lot the order in which the parties will strike names from the list. In that order they shall strike names from the list until only one (1) name remains. The Authority and the Union shall accept the remaining name as the arbitrator in the case.**
- 14.4.3 In the event that the arbitrator is unable to serve, the moving party shall request a new list from the California State Conciliation and Mediation Service. Upon receipt of the new list, the Authority and the Union shall follow the same procedure.**
- 14.4.4 The cost of the arbitrator and the certified court reporter shall be equally shared by the parties. The parties agree to follow the generally accepted practice and procedure for labor arbitrations. Each party shall bear all costs for presentation of its case.**
- 14.4.5 Within thirty (30) calendar days from the date of the closing of the hearing or the filing of written briefs, whichever is later, the arbitrator shall provide the parties a written decision. The arbitrator's written decision shall be final and binding upon the Authority, the Union and the grievant(s).**
- 14.4.6 Either party may call any employee as a witness in any proceedings, and if the employee is on duty, the Authority agrees to release that employee on duty so that he/she may appear as a witness. If an employee witness is called by either party, the party calling such witness will reimburse the witness for the time lost.**



#### **14.5 Time Limits**

**14.5.1 The parties may mutually agree to extend the time limits.**

**14.5.2 In computing time limits, Saturdays, Sundays and Holidays shall be excluded.**

**14.5.3 If the Union fails to process the claim to the next level within the time limits, the grievance shall be automatically processed to the next level of review.**

**14.5.4 If the Authority fails to comply with the time limits, the grievance shall be automatically processed to the next level of review.**

#### **14.6 Release Time for Grievance Meetings**

**Grievant(s) shall be released from work and shall suffer no loss of pay for attendance at grievance meetings.**

## **ARTICLE 15**

### **FLEXIBLE SCHEDULING**

- 15.1 The Authority and/or the Union may propose to create, eliminate or modify flexible work schedules. Upon request by the Authority or the Union to change flexible work schedules, the Authority shall meet with the Union to discuss the proposed changes, within twenty (20) days of the initial notice to the Authority or Union. The Authority shall designate a representative from Labor Relations and the impacted department and the Union shall designate two representatives to serve as the review committee to discuss the Proposal. Workweek schedule changes will be administered according to the Fair Labor Standard Act (FLSA) rules and regulations.
- 15.2 The committee shall review the flexible work schedule proposal and consider criteria including, but not limited to, impact on the size of the staff, shift coverage, supervisory coverage, and budgetary implications.
- 15.3 Neither the Authority nor the Union may unreasonably deny requests for the creation, modification, or elimination of flexible work schedules.

## **ARTICLE 16**

### **BREAKS AND LUNCHES**

16.1 Existing practices regarding the scheduling of Breaks and Lunches shall be maintained except as provided in this article.

16.2 Transportation Department

Management shall continue to provide and accommodate an on duty thirty (30) minute employee lunch. Employee assignments shall be established to allow for the provision of a thirty (30) minute on duty lunch and breaks in accordance with applicable State and Federal Laws.

## **ARTICLE 17**

### **HEALTH AND SAFETY**

- 17.1 The Authority shall maintain a healthy and safe work environment and shall comply with all applicable City, County, State and Federal laws and regulation.
- 17.2 The Authority shall provide all necessary safety equipment, as determined by the Authority.

## **ARTICLE 18**

### **PROMOTIONAL OPPORTUNITIES**

- 18.1 When a position opens within either of the AFSCME Bargaining Units, preference will be given to AFSCME Bargaining Unit members.
- 18.2 Nothing contained herein shall prohibit the selection of a retired MTA employee to fill a vacant bargaining unit position. Retired MTA employees shall commence all seniority dates from the date of re-hire.

## **ARTICLE 19**

### **RAIL PROFICIENCY**

- 19.1 It is agreed that employees in the classification of Rail Transit Operations Supervisor (RTOS) and Senior RTOS shall maintain all required certification and licenses as defined by the Department of Motor Vehicles, California Public Utility Commission (CPUC) and the Authority.
- 19.2 During the certification period upon employee request, an aggregate of four (4), (3 RTOS and 1 Sr. RTOS) shall be assigned to perform certification rides during work hours. The remaining RTOS & Sr. RTOS shall perform certification rides during the RTOS or Sr. RTOS' non-regularly scheduled work hours. Unless both parties agree to an assignment, the RTOS or Sr. RTOS will not be assigned a shift when reporting for their proficiency ride. Where applicable, employees shall be compensated at the appropriate overtime rate of pay.

## **ARTICLE 20**

### **PAID TIME OFF**

#### **20.1 Holiday**

MTA HR Policy #7-1 in effect on July 1, 2001 (beginning of contract period) plus the one (1) additional floating holiday negotiated in this Agreement applies. A copy of HR Policy #7-1 is attached in Appendix D.

20.1.1 The floating holiday of eight (8) hours shall be input into employee's Time Off With Pay bank on July 1 of each year and utilized as requested and authorized by the employee's supervisor/manager.

20.1.2 Initial input of eight (8) hours effective for July 1, 2002, shall be input into members' TOWP bank at the earliest convenience after contract ratification by the MTA Board of Directors.

#### **20.2 Time Off With Pay (TOWP)**

MTA HR Policy #7-2 with effective date of July 1, 1998 applies. A copy of HR Policy #7-2 is attached as Appendix E.

## **ARTICLE 21**

### **SUPERVISORY RESPONSIBILITY**

- 21.1 The members of the bargaining unit understand that, as the Authority's Supervisors, it is their paramount obligation to the Authority to ensure safety of operations, to ensure productivity, to recommend and impose discipline when warranted and to further ensure compliance with rules, regulations, and policies by employees within their control.



## **ARTICLE 22**

### **SENIORITY LISTS**

There shall be three (3) types of seniority lists; Classification Seniority, Bargaining Unit Seniority and Authority Seniority.

#### **22.1 Classification Seniority List**

Seniority will be based on date of the employee's appointment to the classification. Time worked as an "extra" supervisor (Division Dispatcher, Instruction, Road Supervisor, Radio Dispatcher) will count toward TOS Classification Seniority.

Time worked in an acting status shall not count toward Classification Seniority.

#### **22.2 Bargaining Unit Seniority List**

Bargaining Unit Seniority begins with the date of hire into a bargaining unit classification and shall include all time spent in all classifications in the bargaining unit. Bargaining Unit Seniority is to be used as a tie breaker when two or more employees are appointed to a position on the same date.

#### **22.3 Authority Seniority List**

Authority Seniority begins on the date of hire by the authority or any predecessor agency.

#### **22.4 Implementation of Seniority Lists**

The Joint Labor/Management Committee will develop all Seniority Rosters pursuant to this article and the procedures used to determine placement on the Seniority Roster.

## **ARTICLE 23**

### **LAYOFF**

#### **23.1 Notice To Union**

23.1.1 The Union recognizes the MTA's right to reduce the workforce. The Authority shall give the Union notice in a timely manner when it is considering layoffs and shall negotiate with the Union over alternatives to the layoffs and the impact of layoffs. The MTA and the Union shall commence negotiations within three (3) to five (5) days of the notice.

23.1.2 The Authority shall provide to the Union all layoff and recall lists.

#### **23.2 Order Of Layoff**

23.2.1 In the event of layoff, Probationary employees within the classification being reduced shall be the first to be laid off. For each subsequent layoff within the classification being reduced, reduction shall be made in the order of least Authority seniority within the classification being reduced.

23.2.2 "Authority seniority" for purposes of this Article shall be defined as the cumulative time worked by an employee for the Authority and its predecessor agencies.

#### **23.3 Order Of Displacement**

23.3.1 An employee who has been laid off shall have the right to displace the employee with the least Authority seniority in a classification which the employee previously worked. Promotional probationary employees shall be returned to the position within the AFSCME bargaining unit which they held prior.

23.3.2 When a unit employee has been laid off, the employee may request and at the option of the Chief Executive Officer or designee, receive a transfer to a lateral or lower level position within the Authority, if the employee previously held the position or is qualified to hold the position.

## **23.4 Rates Of Pay**

- 23.4.1 A senior employee displacing a junior employee within the same classification shall not have his pay reduced.**
- 23.4.2 An employee in a higher classification displacing an employee in a lower classification shall be placed at the highest level of the salary range for the lower classification provided that level does not exceed the rate of pay the employee received in the higher classification. Promotional probationary employees returning to their prior position shall be placed at the salary level they held prior to the promotion.**

## **23.5 Protection Of Seniority**

**Employees laid off shall hold all seniority and recall rights for a period of 24 months following layoff or displacement. Employees shall be required to accept any position offered by the MTA in accordance with the displacement and recall provisions outlined herein. Failure to accept an offered position shall constitute a waiver of recall rights.**

## **23.6 Recall**

- 23.6.1 When the Authority makes the decision to fill a position which becomes vacant, restore a position that was previously reduced, or creates new positions, the Authority shall recall the employee who was laid off or displaced, with the highest Authority seniority within the classification of the position to be filled within the Bargaining Unit. If no employee with the same classification is available, the Authority shall recall the employee with the highest Authority seniority who previously held the classification within the Bargaining Unit.**
- 23.6.2 Employees on layoff lists shall be given preference in filling any vacant position within the AFSCME Bargaining Unit(s) at a lateral or lower level for which the employee is qualified.**
- 23.6.3 The layoff list for purposes of recall shall include all employees who have been laid off or who have displaced or have been recalled to a lower classification.**

### **23.7 Severance**

**The provisions for severance pay as set forth in the MTA Policies shall apply to employees laid off in accordance with the provisions of this Article.**

## **ARTICLE 24**

### **VACATION BIDDING**

Vacation (TOWP) shall be scheduled in a manner consistent with the provisions of this Article.

#### **24.1 Facilities Maintenance and the Support Functions.**

The existing practice regarding the scheduling of vacations within the Divisions and work locations shall be maintained.

#### **24.2 Transportation**

24.2.1 Vacation bidding will be conducted within the Division/Work Location.

24.2.2 Vacation bidding will occur on a yearly basis within one (1) week of the annual shakeups.

24.2.3 Management will post adequate available vacation weeks for affected classifications, based upon the annual accrual at the work location.

24.2.4 Employees will bid by classification seniority for the posted available dates. Each bid must be for one (1) or more consecutive weeks.

24.2.5 If an employee desires to split his/her vacation, the employee's first bid shall be in classification seniority order. The second bid shall occur after all other employees have had the opportunity to bid. The second bid shall be based on the classification seniority order of those employees seeking to bid a second segment. This rotation of bidding shall continue until the employee has bid his/her desired amount of vacation.

24.2.6 An employee may leave a written proxy with the Shop Steward if the employee is not available to bid.

24.2.7 Vacation schedules and open weeks shall be posted and kept current on a weekly basis within the Division/Work location.

24.2.8 Employees may request vacation on an as needed basis for any open week. If more than one employee requests vacation for an open week, classification seniority shall be used to break ties. Once approved by management, the week shall be closed.

- 24.2.9 Employees may with the approval of the Division Manager bid a vacation in excess of their annual accrual, if the employee has adequate TOWP to cover the request.
- 24.2.10 Employees may not be bumped out of a scheduled vacation by a more senior employee.
- 24.2.11 Management will not cancel an approved scheduled vacation except due to a state of emergency. In the event a vacation is canceled, or if an employee agrees to work during an approved scheduled vacation, the employee may elect to receive compensation for the week(s) from TOWP time in addition to the employee's regular pay for the time worked, or the employee may elect to bid for alternative open vacation time.
- 24.2.12 Whenever the employee is the subject of a forced transfer the employee's prior approved scheduled vacation will be protected as bid.
- 24.2.13 Whenever a voluntary transfer or promotion occurs, the employee's scheduled approved vacation shall be vacated and the employee shall bid a vacation from the remaining vacation weeks at the new work location or in the new classification.
- 24.2.14 Nothing in this section shall preclude an employee's request for TOWP on an as needed basis in increments of one (1) hour or more.

### **24.3 Operation Maintenance**

- 24.3.1 Vacation bidding will be conducted within each Division/Work Location.
- 24.3.2 Vacation Bidding will occur on a yearly basis within one (1) week of the annual divisional Shift/Days off bidding.
- 24.3.3 Management shall make a good faith effort to allot as many vacation slots as operationally possible for each shift.
- 24.3.4 Employees will bid off of a common calendar by classification seniority for the posted available dates. Each bid must be in writing and shall be for one (1) or more consecutive weeks.
- 24.3.5 If an employee desires to split his/her vacation, the employee's first bid shall be in classification seniority order. The second bid shall occur after all other employees have had the opportunity to bid. The second bid shall be based on the classification seniority order of those employees seeking to bid a second segment. This rotation of bidding shall continue until the employee has bid his/her desired amount of vacation.

- 24.3.6 Once an employee bids vacation, the employee will retain that vacation unless he/she voluntarily selects a different shift or work location. Reassignment by Management will not cause an employee to lose vacation that has been bid.
- 24.3.7 Management will not cancel an approved scheduled vacation unless the manager is able to articulate in writing an operational requirement, which justifies the cancellation.
- 24.3.8 In the event of a cancellation by management, the employee will be provided as much notice as possible.
- 24.3.9 In the event an employee's vacation is canceled by management and the employee has made an unrefundable deposit or has prepaid unrefundable tickets, the employee shall immediately inform both management and the union. The parties will make a good faith effort to resolve the issue.
- 24.3.10 Nothing in this provision is intended to limit employees from requesting as needed vacation, provided there are open vacation slots. Such requests shall be on a first come first serve basis. Once granted employees shall not be bumped out of assigned vacation, however classification seniority shall determine the order in which simultaneous requests will be granted.
- 24.3.11 Nothing in this provision is intended to limit employees from using TOWP in less than one (1) week increments.

## **ARTICLE 25**

### **SELECTION OF ASSIGNMENT - BUS & RAIL OPERATIONS**

#### **25.1 Classifications**

Employees in the following classifications will select assignments in accord with the following procedures: TOS (both full time and part time) and RTOS. For Schedule Checking Supervisor and Schedule Supervisor classifications only, refer to Section 25.7.

#### **25.2 System-wide Shakeups**

Once every three years, initially to commence at least 90 days after the ratification date with an effective date of September 10, 2000, employees will select their work assignment. Employees will bid within their classification, in order of classification seniority for their work location, work function, and work schedule. In subsequent three year intervals the shake up will occur by April 1 with a July 1 effective date.

#### **25.3 Division/Location Shake up**

On an annual basis by May 1 with an effective date of July, employees will select their work assignment within their work location. Employees will bid within their classification, in order of classification seniority for their work function and work schedule.

#### **25.4 Method of Shakeup**

Management will determine the number of positions by classification and the available shifts, functions, and days off for each location. These may include some mixed shifts. Prior to the shakeups, advance copies will be sent to the Union for review. (The JLMC will develop procedures for the advance review and discussion of concerns on schedules.)

This provision is not intended to diminish or alter the overall number of positions in a classification.



## **25.5 Shift Changes**

Any proposed permanent shift changes at one or more locations in between shakeups shall be provided to the Union in advance of the change. The JLMC shall develop a process for review of union concerns regarding the change.

## **25.6 Definition of Permanent**

Location managers will retain the right to modify work assignments or shifts between shakeups. If the change is anticipated to be for a duration of less than thirty (30) days, then no shakeup will be needed. If the change is for more than thirty (30) days, a shakeup will be conducted at that location only.

## **25.7 Procedures**

The Joint Labor/Management Committee will develop procedures to implement all the provisions of this article. The Shakeup procedures for the Classification of Schedule Checking Supervisor will be developed by the JLMC.

For the Schedule Supervisor classification, work group assignments and vacation bidding procedures are as follows:

- 25.7.1** Work Group bids will be once per calendar year, concurrent with Schedule Makers Group bids effective date.
- 25.7.2** Work Group will be re-bid by seniority anytime that Authority creates a new work location.
- 25.7.3** Vacations and Work Group bids will be by Roster Schedule Supervisors' seniority and not by Authority seniority.
- 25.7.4** Vacation bids will be effective from July 1st to June 30th (Fiscal Year) of the following year.
- 25.7.5** Management will provide bidding sheets with open vacation periods, work hours and locations as available to Schedule Makers within Scheduling Groups no later than 72 hours before the bidding takes place.
- 25.7.6** All work groups, locations, work hours and vacations will be bid no later than three weeks prior to commencing of the Fiscal year (July 1st) unless the Divisions Shake-up is delayed.

**25.7.7** The amount of vacation to be bid will be determined by years of Authority seniority as follows:

- 01-05 years of service - 80 hours
- 06-10 years of service - 120 hours
- 11-15 years of service - 160 hours
- 16-25 years of service - 200 hours
- 26 and subsequent years of service - 240 hours

**25.7.8** Vacations can be bid by one-day increments.

**25.7.9** All vacation time that is not bid will be available for bidding at any later date, pending professional judgment between Management and the AFSCME member employee.

**Training** - The Joint Labor/Management Committee will review and implement needed changes to the training program to insure effective and consistent training, including the identification of employees as Trainers.

## **25.8 Special Conditions for the System-wide Shakeup**

**25.8.1** Bus Operations Control - Incumbent employees will not be bumped out as a result of the System-wide Shakeup, but employees may exercise their classification seniority to bid out of the Control Center in the System-wide Shakeup.

- 1) **Pre-Bid Designation**—Prior to the bid employees who desire to use their seniority to bid out of the BOC shall submit a pre bid designation of their intent.
- 2) **Phase In**—The results of the bid shall be phased in. The incumbents of the Control Center, who have bid out, shall remain in their positions until their replacement has been trained and is qualified. The Phase In Training process shall train three (3) employees, each three (3) month training period. This process will continue on an ongoing basis until the results of the bid have been implemented. The bid will be phased in by Classification Seniority. If employees qualify sooner than the three (3) month training period, the incumbent will be released.

## **25.8.2 Operations Central Instruction (OCI)**

50% of the positions assigned at Operations Central Instruction will not be bumped out as a result of the System-wide Shakeup, but all employees may exercise their seniority to bid out of Central Instruction.

**Phase In** - The results of the bid shall be phased in. Incumbents shall remain in their position until their replacement has been trained and is qualified. The

Phase-In Training Program shall train at least two (2) employees in each three (3) month training program. This process will continue on an ongoing basis until the results of the bid have been implemented. The bid will be phased in by Classification Seniority. If employees qualify sooner than the three (3) month training period, the incumbents will be released sooner.

It is the intent of the parties that the phase in number for BOC and OCI will be an aggregate of five (5) at each training period. Normally, three (3) for BOC, two (2) for OCI, if the number of bids falls below these, then the slot will be transferred to the other operation as a bid opportunity.

### **25.8.3 Rail Operations Control Center**

Employees may exercise their Classification Seniority to bid in the System-wide Shakeup. The bid result will be phased in by Seniority order. Incumbents will remain until their replacement is trained and qualified, if needed. The phase in will allow three (3) employees per twelve (12) month training period. Employees may qualify and be released sooner than the twelve (12) month period. The Phase in will continue until all successful bidders are qualified.

Mixed shifts – Management will create three (3) mixed shifts per year unless in the first year there are any restrictions resulting from reassignment of the current start up crew. In that case the parties will meet and develop the implementation program consistent with the effort to achieve the three (3) mixed shifts.

### **25.8.4 Rail Instruction**

All incumbents of Rail Instruction are protected from being bumped out, but may exercise their seniority to bid in the System-wide Shakeup. Employees who desire to bid out shall submit a pre bid designation prior to the shakeup.

Vacancies in Rail Instruction shall be filled in the following manner: RTOS who desire to become Instructors will submit a written pre bid designation. The minimum qualification for such pre bid designations will be five (5) years as a RTOS. Employees will be selected in order of Classification Seniority to fill the vacancies.

Employees who bid into Rail Instruction will serve a ninety (90) day assessment period at the completion of instructor training. If employees do not meet the minimum standards during training or during their ninety (90) day assessment period as an Instructor, they will revert to the shift/function for which they bid prior to appointment as an Instructor. That position will be held open for a ninety (90) day period.

## **25.9 Failure to Complete Training and Assessment Period**

- 25.9.1** An employee changing functions by seniority bid who has never performed in the function or has not been assigned the function for three (3) or more years is required to complete specific functional qualifications and serve an assessment period to insure they meet minimum performance standards.

In the event an employee fails to qualify, fails to complete the assessment period or chooses to return to their prior function, he/she shall be allowed to bump to any open position for which the employee has previously qualified based upon classification seniority. This bump and any subsequent bump will be limited to within that location. In the event the employee does not have sufficient seniority to bump, management will reassign the employee.

- 25.9.2** The assessment period will be a ninety (90) day period from the date the employee completes the required training.

## **25.10 Permanent Vacancies – Bus and Rail Operations**

When vacancies open between the periods of bidding, they shall be filled in the following manner.

Management shall have thirty (30) days from the date of the vacancy to determine if they are to fill the position or eliminate it. If the position is to be filled it will be posted immediately and filled in the manner outlined below. Permanent shift changes shall be posted immediately and filled in the manner below:

- 25.10.1** A position vacancy shall be posted and available for bid within the work unit where the vacancy is located. Employees at that location may bid their classification seniority to fill it, and continue bidding until all employees have exercised their seniority for the remaining vacancies.
- 25.10.2** Any changes to existing shifts, as a result of the elimination of a position or for any other reason shall be subject to seniority bid by all employees at that work location. The bidding shall continue until all employees have exercised their seniority for the remaining vacancies.

At the completion of the bidding, the remaining vacancy shall be filled from the appropriate qualified candidate pool.

## **ARTICLE 26**

### **SELECTION OF ASSIGNMENT - EQUIPMENT MAINTENANCE AND RAIL EQUIPMENT MAINTENANCE**

These procedures shall apply to both Equipment Maintenance and Rail Equipment Maintenance Supervisors within their respective classifications.

#### **26.1 Vacancies**

When vacancies exist, management shall have the right to determine if the vacancy(ies) will be filled. If the position is to be filled, management will post the position for five (5) business days at all divisions/work locations. The position will be open for bid to all current EMS/REMS for the appropriate classification and will be awarded to the employee with the highest classification seniority. If no one bids on the position, management may fill the position with a newly hired employee. If the position is filled through the bidding process, there will be a second round of bidding to fill the resulting vacancy. The procedure will be the same as above. If the second vacancy is not bid on, management may fill the position with a newly hired employee. If the second vacancy is filled by bid, the resulting vacancy may be filled by a newly hired employee. There will be no more than two (2) rounds (cycles) of bidding.

When a vacancy at a work location has been created due to reallocation or reorganization of existing positions, the positions shall be posted and bid in accordance with the procedure outlined in paragraph 1. Positions which remain unfilled after the bidding process is completed, shall be filled by the employees whose position has been eliminated if they have not successfully bid to another position.

#### **26.2 Selection of Work Assignments**

Employees shall select their work schedules and shifts at their respective work locations in accordance with their classification seniority.

On an annual basis a division shakeup shall occur. Schedules for each division/work location, including shift and days off shall be posted. Employees will bid in order of classification seniority for their shift and days off. Bid sheets will be posted in April. The effective date will be the first Sunday in June.

In the event a division is not fully staffed at the time of the annual shake-up, Management shall determine the shift assignments to be posted for bid. Prior to the assignment of an additional supervisor to the division, the available shift

assignments shall be posted and the incumbent supervisors shall re-bid their shifts. The incoming supervisor will be assigned to the remaining open shift.

Nothing herein, as provided in Section 26.2, Selection of Work Assignments, shall be construed to prevent management from temporarily reassigning an employee to provide training or remediation to resolve a job performance problem.

## **ARTICLE 27**

### **VACANCIES - FACILITIES MAINTENANCE AND SUPPORT FUNCTIONS**

This provision will apply to employees within their respective classifications: Cash Counting Supervisor, Rail Traction Power Supervisor, Materiel Supervisor, General Services Supervisor, Equipment Services Supervisor, Revenue Equipment Supervisor, Facilities Maintenance Supervisor, Rail Communication Supervisor, Rail Track Supervisor, Rail Signal Supervisor and Document Production Supervisor.

#### **27.1 Vacancies**

- 27.1.1** When vacancies exist, Management shall have the right to determine if the vacancy(ies) will be filled. If the position is to be filled, Management will post the vacancy at all work locations for at least a five (5) day period. The Notice of Vacancy shall specify the qualifications required for the position. Employees within the classification who meet the qualifications as stated on the notice will be selected to fill the vacancy in the order of highest classification seniority. Employees so selected shall serve a ninety (90) day assessment period for the new position.
- 27.1.2** If the position is filled through the bidding process, there will be a second vacancy posting to fill the resulting vacancy. The procedure will be the same as above. If the position is not filled by bid, Management may fill the position in accordance with MTA selection and recruitment policies. There will be no more than two (2) rounds (cycles) of bidding.
- 27.1.3** When a vacancy at a work location has been created due to reallocation or reorganization of existing positions, the positions shall be posted and bid in accordance with the procedure outlined in Sections 27.1.1 & 27.1.2. Positions which remain unfilled after the bidding process is completed, shall be filled by the employees whose position has been eliminated if they have not successfully bid to another position.
- 27.1.4** After the above bidding process is complete, Management may fill the position in accordance with Article 18, Promotional Opportunities.
- 27.1.5** Management will act expeditiously to fill the remaining vacant positions through the recruitment and selection process. During this process management may appoint a supervisor on an acting basis. Acting assignments will be limited to no more than six (6) months, except through mutual agreement of MTA and AFSCME. Acting assignments used to fill vacancies created due to a long-term leave of absence may be up to twelve (12) months.

## **ARTICLE 28**

### **COURT APPEARANCES AND JURY DUTY**

#### **28.1 Court or Administrative Hearings**

- 28.1.1** Whenever the Authority requires a unit member to attend a court or administrative hearing on behalf of the Authority, the Authority shall compensate the unit member at the regular rate of pay less any compensation received by the unit member as a result of the appearance.
- 28.1.2** Whenever a unit member attends a court or administrative hearing pursuant to 28.1.1, the unit member shall receive compensation at the unit members regular rate of pay only during the unit members regularly scheduled work hours.
- 28.1.3** Whenever a unit member is a grievant in an administrative hearing or a plaintiff in a court hearing filed against the Authority, the unit member shall be placed on authorized unpaid leave to attend such hearing.
- 28.1.4** Whenever a unit member under a court subpoena is required to testify in a matter directly or indirectly involving the Authority, the Authority agrees to compensate the employee at the employee's rate of pay less any other compensation received by the employee as a result of such appearance, for all time spent in court during the employee's regularly scheduled work day. Time spent in court on regularly scheduled days off or after the regularly scheduled work day are not compensable.

#### **28.2 Jury Duty**

- 28.2.1** When a unit member receives notice of a call to jury duty, the unit member will notify his/her supervisor.
- 28.2.2** When a unit member is required to serve as a juror on a regularly scheduled workday, the unit member will be excused from work on that day. The unit member shall receive pay equal to the unit member's regular daily pay less the fee for service as a juror. Total compensation shall not exceed eight (8) hours in any day of jury service or ten (10) working days in any twelve (12) month period.
- 28.2.3** An employee must furnish the Authority with advance notice of service as a juror and submit official records of jury pay received to be eligible for supplemental jury pay.



- 28.2.4 Supplemental jury pay shall be paid only for days on which the employee was scheduled to work, but did not work due to service as a juror.
- 28.2.5 An employee shall report for the regularly scheduled shift on days for which he/she is not on jury duty.
- 28.2.6 Employees receiving notices of call to jury duty will be temporarily reassigned to the first shift during those days he/she is physically serving on a jury duty, provided fifteen (15) calendar days advance notice of jury duty is given.

## **ARTICLE 29**

### **MAINTENANCE OF BENEFITS**

To the extent this Agreement does not modify any benefits the Authority and Union accept the current level of benefits.

## **ARTICLE 30**

### **OVERTIME**

#### **30.1 Non-Exempt – One and One-half time Overtime**

Scheduled overtime shall be offered on a voluntary basis to qualified employees eligible for overtime pay at the job site on a seniority basis. If no qualified employee volunteers, the least senior qualified employee eligible for overtime pay shall be assigned.

Current practices for the assignment of overtime in a department shall remain in effect until such time the replacement procedures are agreed upon.

#### **30.2 FLSA Exempt – Straight Time Overtime**

Scheduled overtime shall be offered on a voluntary basis to qualified employees eligible for overtime pay at the job site on a seniority basis. If no qualified employee volunteers, the least senior qualified employee eligible for overtime pay shall be assigned.

#### **30.3 FLSA Exempt – No Overtime**

Certain employees in this bargaining unit are classified as FLSA Exempt, and in accordance with certain MTA policies receive no additional compensation for time spent in excess of forty (40) hour work week. These employees will be accountable for the quality of work performed rather than the number of hours worked consistent with the Fair Labor Standard Act. Provided an exempt employee receives prior approval from the employee's supervisor/manager, absences of less than a regular work day will not be deducted from the employee's salary or TOWP bank.

## **ARTICLE 31**

### **SHIFT DIFFERENTIAL**

- 31.1** There are three (3) shift assignments. First shift is generally the hours between 5:00 a.m. to 1:00 p.m. Second shift is generally any shift between the hours of 1:00 p.m. and 9:00 p.m. Third shift is generally any shift between the hours of 9:00 p.m. and 10:00 a.m.

Employees regularly assigned to work during the hours referred to as 2<sup>nd</sup> or 3<sup>rd</sup> shift above and who are designated as 2<sup>nd</sup> or 3<sup>rd</sup> shift supervisors shall be paid an assignment shift payment of 5% above the employee's base rate.

Relief employees assigned to work a first, second or third shift schedule on a rotating basis shall receive an assignment shift payment of 5% above the employee's base rate when their regularly assigned shift includes 50% of the hours worked in a workweek on second or third shift.

Once an employee is regularly assigned to receive this bonus it will be paid during periods of vacation and other TOWP time use.

- 31.2** Employees who are regularly assigned to the first shift who perform overtime on the second or third shift are not entitled to shift differential pay.
- 31.3** Shifts shall not be assigned in a manner to unreasonably preclude an employee from qualifying for the shift differential.
- 31.4** This provision shall apply only to the following classifications: Equipment Maintenance Supervisor, Rail Traction Power Supervisors, Materiel Supervisor, General Services Supervisor, Cash Counting Supervisor, Equipment Services Supervisor, Rail Equipment Maintenance Supervisor, Revenue Equipment Supervisor, Facilities Maintenance Supervisor, Rail Communications Supervisor, Rail Track Supervisor and Rail Signal Supervisor .

## **ARTICLE 32**

### **TRANSPORTATION PRIVILEGES**

Employees will be given transportation privileges at the time of employment. Each employee will be allowed the following:

**32.1 Current MTA passes for the employee and his/her family.**

**32.1.1 Spouse will be given MTA rail/bus pass privileges after completion of employee's probationary period. Bus pass privileges will be continued to the spouse and dependent children of a deceased or retired employee during the spouse's life or until the spouse's remarriage.**

**32.1.2 Employee's dependent children will be given MTA rail/bus pass transportation privileges after completion of employee's probationary period.**

**32.1.3 Retired employees, for the purpose of application of this Article, are entitled MTA pass employees.**

**32.1.4 Lost passes must be immediately reported to employee's division or department. The Authority will levy a fifteen dollars (\$15.00) administrative fee (three dollars [\$3.00] for retirees) for the replacement of a lost or stolen pass belonging to the employee or dependent. Only one pass per person will be replaced each year; mutilated passes turned in will be replaced without charge or limit.**

**32.1.5 Lost passes will be replaced after thirty (30) days following receipt of completed report on prescribed form.**

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

**32.2 Transportation pass subsidy check, up to \$102.00, for the employee only, or as increased by the Board.**

## **ARTICLE 33**

### **UNIFORM & SAFETY SHOE ALLOWANCE**

#### **33.1 Uniform allowance for employees who are required to wear uniforms:**

- 33.1.1** The Authority will issue vouchers in the amount of \$350 to each eligible full time employee on the Employee's start date and on the Employee's Anniversary Date each year thereafter. Part time unit members will receive \$150. Purchases of the prescribed uniform shall be made at the uniform supplier(s) designated by the Authority.
- 33.1.2** Uniform vouchers shall not be issued to employees who have performed no service for the Authority, as covered by this Contract, since his/her previous Anniversary Date.
- 33.1.3** No uniform voucher shall be issued to an employee who leaves the service of the Authority prior to his/her next Anniversary Date.
- 33.1.4** Unit members will be required to wear and properly maintain prescribed uniforms while on duty.

#### **33.2 Safety Shoe allowance for employees who are required to wear safety shoes:**

- 33.2.1** The Authority will issue vouchers in the amount of \$125 to each eligible employee for the purchase of a pair of safety shoes on an as needed basis. Full time eligible employees shall be eligible to receive up to a maximum of two (2) \$125 vouchers per fiscal year. Part time eligible employees shall be eligible to receive one (1) \$125 voucher per fiscal year.
- 33.2.2** Purchases of safety shoes shall be made at the shoe supplier(s) and of the type designated by the Authority.
- 33.2.3** No subsequent safety shoe voucher shall be issued to an employee who leaves the service of the Authority prior to his/her next Anniversary Date.
- 33.2.4** Unit members will be required to wear and properly maintain prescribed safety shoes while on duty.

## **ARTICLE 34**

### **UNION LEAVE**

- 34.1 Up to two (2) Union Executive Board members of AFSCME Local 3634 will be granted an unpaid leave of absence for Union Business, upon the written request of the Union.**
- 34.2 One (1) Union Executive Board member of AFSCME Local 3150 will be granted an unpaid leave of absence for Union Business, upon written request of the Union.**
- 34.3 Employees who are Union Executive Board members, on an unpaid leave of absence for union business, shall retain status as regular full-time employees with the MTA. The MTA and/or the employee shall maintain all provided benefits and seniority per the Agreement.**

## ARTICLE 35

### WAGES AND CLASSIFICATIONS

#### Local 3634

A step system within each classification with movement based on time in grade.

#### **AFSCME Pay Grade I**

Step	A	B	C	D	E	F
% of Top Pay	75.0%	80.0%	85.0%	90.0%	95.0%	100.0%
Pay Grade I	\$ 22.24	\$ 23.72	\$ 25.21	\$ 26.69	\$ 28.17	\$ 29.66

#### **Classifications:**

Cash Counting Supervisor

General Service Supervisor

Schedule Checking Supervisor

#### **AFSCME Pay Grade II**

Step	A	B	C	D	E	F
% of Top Pay	75.0%	80.0%	85.0%	90.0%	95.0%	100.0%
Pay Grade II	\$ 23.85	\$ 25.44	\$ 27.03	\$ 28.62	\$ 30.21	\$ 31.81

#### **Classifications:**

Document Production Supervisor

Printing Services Supervisor

Rail Transit Operation Supervisor (RTOS) Stops & Zones Supervisor

Transit Operations Supervisor (TOS)

#### **AFSCME Pay Grade III**

Step	A	B	C	D	E	F
% of Top Pay	75.0%	80.0%	85.0%	90.0%	95.0%	100.0%
Pay Grade III	\$ 25.69	\$ 27.40	\$ 29.12	\$ 30.83	\$ 32.54	\$ 34.26

#### **Classifications:**

Equipment Engineering Supervisor

Equipment Service Supervisor

Materiel Supervisor



**AFSCME Pay Grade IV**

Step	A	B	C	D	E	F
% of Top Pay	75.0%	80.0%	85.0%	90.0%	95.0%	100.0%
Pay Grade IV	\$ 27.76	\$ 29.61	\$ 31.46	\$ 33.31	\$ 35.16	\$ 37.02

**Classifications:**

Equipment Maintenance Instructor  
Facilities Maintenance Supervisor  
Rail Communication Supervisor  
Rail Equipment Maint. Instructor  
Rail Track Supervisor  
Revenue Equipment Supervisor  
Screen Process Shop Supervisor

Equipment Maintenance Supervisor  
Inventory Control Supervisor  
Rail Equip. Maintenance Supervisor  
Rail Signal Supervisor  
Rail Traction Power Supervisor  
Schedule Supervisor  
System Maintenance Supervisor

## ARTICLE 35

### WAGES AND CLASSIFICATIONS

#### Local 3150

A step system within each classification with movement based on time in grade.

#### **AFSCME Pay Grade II**

Step	A	B	C	D	E	F
% of Top Pay	75.0%	80.0%	85.0%	90.0%	95.0%	100.0%
Pay Grade II	\$ 23.85	\$ 25.44	\$ 27.03	\$ 28.62	\$ 30.21	\$ 31.81

#### **Classification:**

Sr. Cash Counting Supervisor

#### **AFSCME Pay Grade V**

Step	A	B	C	D	E	F
% of Top Pay	75.0%	80.0%	85.0%	90.0%	95.0%	100.0%
Pay Grade V	\$ 30.19	\$ 32.20	\$ 34.22	\$ 36.23	\$ 38.24	\$ 40.26

#### **Classifications:**

Sr. Equipment Maintenance Instructor  
Sr. Fleet Management Supervisor

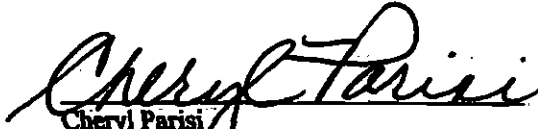
Sr. Equipment Maintenance Supervisor  
Sr. Materiel Supervisor

SIGNATURE PAGE

Signed this 23rd day of October, 2002 at One Gateway Plaza,  
Los Angeles, California

American Federation of State, County &  
Municipal Employees

Los Angeles County Metropolitan  
Transportation Authority

  
Cheryl Parisi  
Executive Director, AFSCME Council 36


  
Roger Snoble  
Chief Executive Officer


  
Susan Greenwood  
Field Director, AFSCME Council 36


  
Brenda L. Diederichs,  
Chief Labor Relations Officer

  
James Adams, President  
AFSCME Local 3634

  
Jess Diaz  
Director of Rail Operations

  
Kevin McGrath  
Vice President, AFSCME Local 3634

  
James Bolicki  
Director of Operations Support


  
Frank Humberstone  
Secretary-Treasurer, AFSCME Local 3634

  
Rick Hittinger  
Division Maintenance Manager

  
Kimberle Mitchem  
Recording Secretary, AFSCME Local 3634

  
Tom Jasmin  
Operations Control Superintendent

  
O'Neal McDaniel  
Executive Board, AFSCME Local 3634


  
Greg Kildare  
Director of Budget

  
Richard Franden,  
Executive Board, AFSCME Local 3634

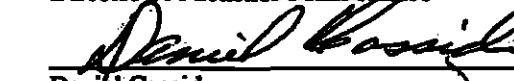
  
Marcelo Melicor  
Revenue Collections Manager

  
Ernest Waters  
Executive Board, AFSCME Local 3634

  
Jim Montoya  
Material Manager

  
Bruce Crum  
AFSCME Local 3150

  
Don Ott  
Director of Facilities Maintenance

  
Daniel Cassidy  
Legal Counsel

## **APPENDIX A**

### **SALARY SCHEDULE**

**Effective July 7, 2002**

1. All other employees shall be placed at the step of the appropriate range for their classification, which is the next highest from their existing hourly rate.
2. All existing employees shall move to the next highest step on the range on July 1, 2002 and every twelve (12) months thereafter until each employee has reached the top step of the range for their classification.
3. All employees hired into AFSCME represented units shall be placed on the First step of the range. After twelve (12) months in the position, the employees shall move to the second step of the range. Movement to the next highest step shall occur every twelve (12) months thereafter, on the employee's classification anniversary date, until the employee has reached the top range.
4. All employees who promote from one AFSCME bargaining unit position into another shall be placed at the step of the range, for the classification which provides at least a 5% increase from their previous hourly rate. After twelve (12) months in the position, employees shall move to the next step and each subsequent step, yearly on their classification anniversary date.
5. No employees shall be reduced in pay as a result of this Agreement.
6. Employees whose salaries are currently above the ranges shall be maintained at their current hourly rate.
7. The steps will be increased by the general wage increase agreed upon on July 1, 2006 and July 1, 2007.

# AFSCME Step Pay System

Step	A	B	C	D	E	F
<b>Pay Grade I</b>						
Eff. 7/1/2002	\$ 22.24	\$ 23.72	\$ 25.21	\$ 26.69	\$ 28.17	\$ 29.66
Eff. 7/1/2006	\$ 22.93	\$ 24.46	\$ 25.99	\$ 27.52	\$ 29.04	\$ 30.58
Eff. 7/1/2007	\$ 23.64	\$ 25.21	\$ 26.80	\$ 28.37	\$ 29.94	\$ 31.53
<b>Pay Grade II</b>						
Eff. 7/1/2002	\$ 23.85	\$ 25.44	\$ 27.03	\$ 28.62	\$ 30.21	\$ 31.81
Eff. 7/1/2006	\$ 24.59	\$ 26.23	\$ 27.87	\$ 29.51	\$ 31.15	\$ 32.80
Eff. 7/1/2007	\$ 25.35	\$ 27.04	\$ 28.73	\$ 30.42	\$ 32.11	\$ 33.81
<b>Pay Grade III</b>						
Eff. 7/1/2002	\$ 25.69	\$ 27.40	\$ 29.12	\$ 30.83	\$ 32.54	\$ 34.26
Eff. 7/1/2006	\$ 26.49	\$ 28.25	\$ 30.02	\$ 31.79	\$ 33.55	\$ 35.32
Eff. 7/1/2007	\$ 27.31	\$ 29.13	\$ 30.95	\$ 32.77	\$ 34.59	\$ 36.42
<b>Pay Grade IV</b>						
Eff. 7/1/2002	\$ 27.76	\$ 29.61	\$ 31.46	\$ 33.31	\$ 35.16	\$ 37.02
Eff. 7/1/2006	\$ 28.62	\$ 30.53	\$ 32.44	\$ 34.34	\$ 36.25	\$ 38.17
Eff. 7/1/2007	\$ 29.51	\$ 31.47	\$ 33.44	\$ 35.41	\$ 37.37	\$ 39.35
<b>Pay Grade V</b>						
Eff. 7/1/2002	\$ 30.19	\$ 32.20	\$ 34.22	\$ 36.23	\$ 38.24	\$ 40.26
Eff. 7/1/2006	\$ 31.13	\$ 33.20	\$ 35.28	\$ 37.35	\$ 39.43	\$ 41.51
Eff. 7/1/2007	\$ 32.09	\$ 34.23	\$ 36.37	\$ 38.51	\$ 40.65	\$ 42.79

### **Wage Increase**

- 1) 3.10% increase to the wage steps effective July 1, 2006 (reflected on the tables above).
- 2) 3.10% increase to the wage steps effective July 1, 2007 (reflected on the tables above).

### **Wage Adjustment**

1. On October 1, 2002, a \$1500 one time payment to all bargaining unit members in lieu of a wage increase on April 1, 2001.
2. On July 1, 2004, a \$1000 payment to employees who are at or above the top of the current step range.
3. On July 1, 2005, a \$1000 payment to employees who are at or above the top of the current step range.

**APPENDIX B**  
**NEPOTISM POLICY**

**Agreement Between**

**[Employee Name]**

**and the**

**Los Angeles County Metropolitan Transportation Authority**

MTA Policy # HR 3-5 (nepotism) is designed to insure effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest.

You have bid an assignment at the same location at which a family-related member (as defined by the MTA's nepotism policy) is already assigned. This assignment is being permitted per the Nepotism Policy, as mentioned in the above paragraph, with the understanding that you perform your duties fully and do not violate the principles of the Nepotism Policy.

In the event it is learned that you have or appeared to have violated the policy, the MTA will confer with you and your designated representative to determine appropriate action. In the event that no agreement is reached on an appropriate action, the MTA shall take the necessary action to correct the actual or perceived conflict.

If in having violated the Nepotism Policy, you have committed misconduct, you will also be subject to disciplinary action, up to and including termination.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
AFSCME Representative

\_\_\_\_\_  
Date

## **APPENDIX C**

### **PENSION TASK FORCE**

A Task Force shall be created to address pension and retirement benefit issues. The Task Force will consist of the members appointed from MTA Management and representatives from the Unions who choose to participate.

The Task Force shall be provided with the necessary information to facilitate its study. The Task Force shall report its findings in writing to the MTA Board for its consideration.

The Task Force will convene by January 2003, and issue a Preliminary Report to the MTA Board by January 2004. It shall be the goal of the Task Force to develop final recommendations and provide the MTA Board with a written report by June 2004. The findings and recommendations of the Task Force shall be advisory to the MTA Board. The MTA Board at its sole discretion may reject or implement any or all of the findings and recommendations.



## **APPENDIX D**

### **HOLIDAYS**

MTA Policy # HR 7-1 (Holidays)

Page 1 of 2

#### **MTA Policy # HR 7-1 (Holidays)**

##### **POLICY**

The MTA will observe holidays on which it will not be open for regular business but will continue transportation operations. All full-time, regular and probationary employees receive full pay and time off for MTA recognized holidays.

Non-represented employees must work the scheduled work day before or the day after a holiday or be on a scheduled day off to receive holiday pay. Holiday pay is paid at regular straight time.

Non-represented employees who are required to work on a holiday or who are on vacation during the holiday shall be credited an additional eight (8) hours of Time Off With Pay (TOWP).

The following days shall be observed as paid holidays:

- ☉ New Year's Day
- ☉ Martin Luther King Jr. Day
- ☉ President's Day
- ☉ Memorial Day
- ☉ Fourth of July (Independence Day)
- ☉ Labor Day
- ☉ Thanksgiving
- ☉ Christmas

If a holiday falls on a Saturday it will be observed on the preceding Friday. If a holiday falls on a Sunday it will be observed on the following Monday.

If a conflict occurs between this policy and a collective bargaining agreement, the collective bargaining agreement shall prevail.

##### **1.0 PROCEDURES**

Employees who are required to work on a holiday shall be credited an additional eight hours of TOWP. Employees who are on vacation during a recognized MTA holiday shall be credited an additional eight hours of TOWP.

If the holiday occurs while an employee is on unpaid status because of illness or injury, on a personal leave of absence, or family care medical leave, the employee will not be paid or receive credit for that holiday.

Guidelines for employees on alternative workweek schedules:

- ☉ If an MTA holiday (eight hours) falls on an employee's day off, the employee shall keep the same day off. Eight (8) TOWP hours shall be credited to the employee's TOWP account.

● **Exempt Employees (On Salary):** If the holiday (eight hours) falls on a regularly scheduled 9-hour day within a pay period, the employee shall compensate for the extra hour by Liking one hour of TOWP or working nine hours on the regularly scheduled 8 hour day during that pay period. Employees on a 4/40 schedule shall compensate for two extra hours by drawing two hours from their TOWP or existing vacation bank.

● **Non-Exempt Employees:** If the holiday (eight hours) falls on a regularly scheduled 9 hour day within a pay period, the employee shall compensate for the extra hour by ta one hour of TOWP. Employees on a 4/40 schedule shall compensate for the two extra hours by drawing two hours from their TOWP or existing vacation bank.

## **2.0 DEFINITION OF TERMS**

**Scheduled Day Off** - a preapproved day off from work.

## **3.0 RESPONSIBILITIES**

**Human Resources:** Is responsible for disseminating the MTA holiday schedule to all employees each December. The schedule will indicate the dates each holiday will be observed in the coming year.

## **4.0 FLOWCHART**

NOT APPLICABLE

## **5.0 REFERENCES**

HR: Time Off With Pay Policy

HR: Workweek Policy

## **6.0 ATTACHMENTS**

NOT APPLICABLE

## **APPENDIX E**

### **TIME OFF WITH PAY (TOWP)**

MTA Policy # HR 7-2 (Time Off With Pay) Effective Date 7/1/98

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#### **MTA Policy # HR 7-2 (Time Off With Pay)**

Effective Date 7/1/98

##### **POLICY STATEMENT**

The Los Angeles County Metropolitan Transportation Authority (MTA) Time Off With Pay (TOWP) is a comprehensive program that provides employees with flexibility in managing their time off from work. Employees are expected to use their TOWP time responsibly, based on their individual needs and preferences, as well as the business needs of the MTA. Employees are encouraged to carefully schedule their use of TOWP to include vacations, medical/dental appointments and personal business, as well as reserve time for unexpected emergencies or illnesses.

Employees may choose to convert their TOWP to cash or defer the cash into their 401(k) Thrift Plan or 457 Deferred Compensation Plan.

##### **PURPOSE**

To grant employees TOWP for scheduled or unexpected time from work for vacation, illness, injuries, medical/dental appointments, religious holidays, personal business and emergencies.

##### **APPLICATION**

This policy applies to all non-represented MTA employees (regular, temporary regular, part time, probationary and at-will).

##### **1.0 PROCEDURES**

###### **1.1 Scheduling TOWP Time**

Employees are responsible for managing their own TOWP accounts by planning for scheduled time off as well as reserving some TOWP for unexpected emergencies or illnesses.

When an employee plans to use TOWP, a written request must be submitted to the employee's Supervisor well in advance of the time off. The request for TOWP must be made sufficiently in advance so that the day-to-day operations of the department are not disrupted.

For unexpected emergencies or illnesses and when supervisory approval cannot be obtained prior to the requested time off, the employee must make a reasonable effort to notify his/her Supervisor or designee prior to taking time off.

When an employee repeatedly fails to request TOWP in advance and his/her absences from work interfere with the day to day operation of the department, disciplinary action may be imposed up to and including discharge in accordance

with the Attendance Policy HR 5-3.

### 1.2 Accrual of TOWP & Holiday Hours

TOWP hours are accrued on a biweekly basis and are recorded on the employee's pay stub. After 30 consecutive calendar days of unpaid leave of absence, the employee will cease to accrue TOWP.

Regular part-time employees accrue TOWP hours prorated by the number of hours they regularly work. For example, a regular part-time employee who works 32 hours of a regular full-time 40-hour workweek accrues TOWP hours prorated at 80 percent of the full-time equivalent.

The amount of TOWP hours accrued is determined by the length of active employment, as shown in the following tables:

**Table 1: Accrual Rates -Employees hired before 1/1/95:**

Completed		
Years of Service	Annual Accrual	Biweekly
0-4 years	25 days/year 200 hours	7.69 hours
5-9 years	30 days/year 240 hours	9.23 hours
10-14 years	35 days/year 280 hours	10.77 hours
15-24 years	40 days/year 320 hours	12.31 hours
25+ years	45 days/year 360 hours	13.85 hours

**Table 2: Accrual Rates - Employees hired after 12/31/94:**

Completed		
Years of Service	Annual Accrual	Biweekly
0-4 years	20 days/year 160 hours	6.15 hours
5-9 years	25 days/year 200 hours	7.69 hours
10-14 years	30 days/year 240 hours	9.23 hours
15+ years	35 days/year 280 hours	10.77 hours

The MTA grants 64 annual TOWP hours for eight (8) paid holidays. The accruals are calculated as follows:

- ⊗ At the time of the holiday the employee's TOWP account will be credited.
- ⊗ When the holiday is taken the employee's TOWP account will be debited. (Refer to H 7-1 Holidays)

### 1.3 Mandatory Use of TOWP for Vacation

Effective July 1, 1998, all employees must utilize 80 hours of TOWP or frozen vacation hours for vacation during each fiscal year (July 1 through June 30). Management should plan department daily operations so that all employees are able to utilize at least 80 hours of TOWP vacation time. The 80 hours of vacation must be taken in addition to the 64 hours of paid holidays.

An employee who fails to utilize 80 hours of TOWP as scheduled vacation time in each fiscal year will stop earning TOWP hours effective July 1<sup>st</sup> of the following fiscal year. After 80 hours have been used, accrual of TOWP hours will resume with the following pay period. The hours used in the new fiscal year to make up for the minimum requirement from the previous fiscal year do not count toward the minimum requirement for the current fiscal year.

**Example:** Assume that an employee only utilized 40 hours of TOWP as of June 30, 1999. Beginning July 1, 1999, the employee stopped earning TOWP hours. The employee then took 40 hours of TOWP as scheduled vacation hours and returned to work on September 5, 1999. The employee will resume earning TOWP hours beginning with the pay period following September 5, 1999. Furthermore, this employee must utilize 80 hours of TOWP as scheduled vacation between September 6, 1999 and June 30, 2000. Otherwise, he/she will stop earning TOWP hours beginning July 1, 2000.

The mandatory use of TOWP by part-time employees shall be prorated. For example, a regular part-time employee who works 32 hours of a regular full-time 40-hour workweek must utilize 64 TOWP hours each fiscal year. This is 80 percent of the full-time equivalent.

*The following are exceptions to the mandatory use of 80 hours of TOWP for vacation as a prerequisite to continued TOWP accrual in the following fiscal year:*

1. When an employee has less than two years of service on June 30 of any year.
2. When an employee has utilized any combination of TOWP hours, to include frozen vacation and/or frozen sick, totaling 120 hours during the fiscal year.
3. When an employee has less than one year of earned TOWP hours or frozen vacation hours in their account on June 30 of each fiscal year.
4. When an employee has transferred from a union position into a non-represented position during the fiscal year.

#### **1.4 Cashout of TOWP Hours**

Employees may request to cash out TOWP hours once in any 12-month period. Procedures for cashing out TOWP hours are determined by MTA's senior management. TOWP hours, frozen vacation hours or frozen sick hours can be converted subject to the following limitations:

- ④ An employee must use 80 hours of scheduled TOWP hours or frozen vacation hours during the 12-month period prior to requesting a TOWP cashout. This is in addition to 64 holiday hours.
- ④ An employee may cash out his/her TOWP balance in excess of 160 hours.
- ④ If an employee requests that their TOWP be paid in cash, all applicable taxes will be withheld.
- ④ An employee may choose to deposit the TOWP cashout into the MTA's Deferred Compensation Plan and/or the Thrift Plan. This will defer taxation of the payoff. The minimum deposit is \$250 and the annual contribution limitations of the Deferred Compensation Plan or the Thrift Plan shall apply.
- ④ An employee may elect to split the amounts paid in cash and/or the amounts paid to the Deferred Compensation Plan and/or the amounts paid to the Thrift Plan. The split between cash, Deferred Compensation, or the Thrift Plan shall be determined by the employee and subject to Human Resources Department policies.

Requests for exceptions to the above limitations due to a unique hardship situation, subject to submission of proper documents, must be approved by the Executive Officer, Human Resources or designee prior to submitting a completed "Request for Cashout and Distribution of Frozen Vacation and/or TOWP Hours" form (Attachment 1) to Payroll.

#### 1.5 Accrual Cap

The overall maximum number of hours that may be accrued by an employee in his/her TOWP account (Cap) may not exceed three times an employee's annual accrual. When an employee reaches the Cap, he/she will cease accruing TOWP hours until their TOWP accounts are brought below the Cap.

#### 1.6 Donation of TOWP or Frozen Vacation Hours

Non-represented MTA employees who meet established guidelines are allowed to donate accrued TOWP hours or frozen vacation hours to other MTA employees who are absent due to a prolonged injury, illness or approved family care or medical leave under FCML.

- ④ Any eligible employee who wishes to receive donations must fill out the Request & Authorization to Donate TOWP/Frozen Vacation Hours form (Attachment 2). The form must be signed by the employee and approved by the requesting employee's Supervisor and the Executive Officer, Human Resources or his/her designee.
- ④ Upon approval of an employee's request for donations, the Human Resources Department will forward a copy of the approved form to Payroll and may, if requested do so by the employee, post a notice of the need for TOWP donations for the request employee.

- ② Any eligible employee who wishes to donate hours to an employee whose request for donations has been approved must complete the Request & Authorization to Donate TOWP/Frozen Vacation Hours form. This form must be signed by the donating employee and submitted to the Human Resources Department.
- ② TOWP/frozen vacation donations are entirely voluntary and are to be donated in whole hour increments. Employees may donate a maximum of one year's accrual; however, leave donation is limited to eight hours if the donating employee has less than 160 hours TOWP at the time of the donation. Hours donated to an employee shall not extend the total approved leave of absence. The donated hours provide paid hours in lieu of unpaid time.
- ② Donations of TOWP/frozen vacation hours are converted into equivalent hours based on the donating employee's pay rate and are converted to the receiving employee's pay rate.
- ② Any donated TOWP/frozen vacation hours that remain at the end of an employee's illness or injury are for the sole use of the employee to whom the hours were donated.
- ② Donation adjustments to an employee's TOWP/frozen vacation balances will not be made until the person receiving the donated hours has exhausted his/her TOWP hours and frozen sick or vacation hours.
- ② If the employee is approved to receive Long Term Disability payments, the employee will not be eligible to receive TOWP donations past the effective date the employee begins receiving LTD payments.

#### **1.7 SDI/Workers' Compensation and TOWP**

Payment of TOWP hours used for disability will be integrated with any State Disability Insurance payments or Workers' Compensation Temporary Disability payments.

#### **1.8 Separation from Employment**

If an employee leaves service for any reason, all unused TOWP hours and frozen vacation hours will be paid to the employee at the time of separation at the employee's current rate of pay. The effective date of separation cannot be extended through the use of TOWP hours.

#### **1.9 Continuity of Service**

If an employee is rehired by the MTA within one year after layoff, (s)he shall accrue TOWP hours as if (s)he had continuous service from the original employment date. No TOWP hours or service credit will be awarded for the time away from MTA employ.

When employees are reinstated from military leave, they accrue TOWP hours as if they had continuous service from their original employment date. No TOWP hours will be awarded for the time away from MTA employ.

#### **1.10 Use of Frozen Vacation Hours**

Employees may access frozen vacation hours for time off work or cashout as

described in Sections 1.3 and 1.4 of this policy or donations as described in Section 1.6.

#### **1.11 Use of Frozen Sick Hours**

All MTA employees' sick hours accrued prior to the TOWP implementation date of January 1, 1995 were frozen. The hours may be used as sick pay under certain conditions.

Employees may access their frozen sick hours after seven (7) consecutive calendar days of absence for their own illness or injury. Doctor's verification is required. In addition to accessing TOWP for personal illness or injury, an employee may use their frozen sick hours for approved Family Care and Medical Leave (FCML) to care for their spouse, child or parent who has a serious health condition, in accordance with the Family Care and Medical Leave policy provisions. To comply with the Americans With Disabilities Act (ADA), accommodations will be made on a case-by-case basis.

- When employees are rehired by the MTA within one year after layoff, any previously earned sick hours forfeited by the employee at time of layoff shall be restored to the employee's TOWP hours.
- Payment of sick hours used for disability will be integrated with any State Disability Insurance payments or Workers' Compensation Temporary Disability payments received.

When an employee leaves the employ of the MTA for any reason other than retirement or death, all remaining frozen sick hours will be forfeited. Employees are not permitted to donate frozen sick hours to other employees.

#### **1.12 Conversion of Frozen Sick Hours**

Frozen sick hours may be converted to TOWP hours and added to the TOWP account under certain conditions as described below. To initiate a conversion request, the employee must complete a "Request for Conversion of Frozen Sick Hours into TOWP Hours" form (Attachment 3) and submit it to Payroll.

##### **1.12.1 Prior to Retirement**

The option to convert the balance of sick hours into TOWP hours (at a 75% conversion rate) may occur anytime during a 12-month period (provided 12 months has elapsed since the last conversion) once the active employee has attained age 55 and has at least five years of MTA/PTSC service or at any age with thirty years of service. The maximum total hours in the TOWP account may not exceed three times an employee's annual accrual.

##### **1.12.2 At Retirement**

At retirement, all sick hours remaining in the employee's account



shall be converted into TOWP hours at the following schedule:

<u>Age</u>	<u>Benefit</u>
55 or more	75%
54	70%
53	65%
52	60%
51	55%
50	50%

(All employees with 30 or more years of service, regardless of age will have sick hours converted at 75 %.)

#### 1.12.3 Cashout of Converted Hours from the TOWP Account

The converted hours in the TOWP account can be used for cashout purposes as described in Section 1.4 under Procedures. Frozen sick hours that have been converted into TOWP hours can be donated pursuant to the provisions described in Section 1.6 of this policy.

#### 1.12.4 Payout of the Frozen Sick Hours in Case of Death

If an employee dies while in service, 100 percent of his/her frozen sick hours will be paid to the employee's designated beneficiary, valued at 100 percent of the employee's pay rate at the time of death.

#### **1.13 Recording TOWP Hours**

TOWP hours used to compensate an employee for time off work must be recorded in whole hour increments on the employee's time sheet.

#### **1.14 Transfer from Union Plan**

If an employee covered by a collective bargaining agreement accepts a regular non-represented position, the following procedures shall apply:

Ⓢ **Sick Leave** - Any sick hours that normally would be awarded on the next anniversary date of employment will be prorated and placed in a frozen sick leave account. The amount of sick hours awarded will be 1/12 of the normal annual bargaining unit accrual for each month or major portion thereof of contract employment since the last anniversary date. The normal annual accrual rate is pursuant to the respective collective bargaining agreement.

In addition, the amount of prior sick hours earned under a union plan shall be placed in the employee's frozen sick account.

Ⓢ **Vacation Pay** - All earned unused vacation hours will be credited as TOWP hours.

All vacation hours accrued from the previous June 1 for the vacation year shall be credited as TOWP hours. The amount awarded will be 1/12 of the normal accrual for each month or major portion thereof from the previous June 1 to the date of transfer.

If the date of transfer is between June 1 and June 14, the vacation amounts normally awarded on June 1 were already awarded as vacation hours and no other adjustments are necessary.

Ⓢ **Holiday Pay** - All earned but unused holiday (floating and/or movable) hours will be placed into the employee's TOWP account.

Floating holidays which would be awarded on the following June 1 will be prorated. The amount of floating holiday hours awarded and placed into the employee's TOWP account will be 1/12 of the normal award based upon each month or major portion thereof from the previous June 1 to the date of transfer.

Ⓢ **Transition Period** - Any employee transferring from a union plan to the non-repres TOWP plan shall have one complete calendar year from the date of transfer into a no represented position to comply with the maximum accrual limitation of three (3) times annual accrual.

Ⓢ **Earning Rates** - Any employee transferring from a union plan to the non-represented TOWP plan shall begin earning TOWP hours based on their original hire date at the MTA.

**1.15 Transfer to Union Plan**

When a non-represented employee transfers to a position covered by a collective bargaining agreement, he/she shall be treated as if terminated and eligible to be paid in full for all TOWP and frozen vacation hours. The employee may choose to defer some income by transferring up to 200 TOWP hours into his/her new vacation bank, or transferring funds to the MTA's Deferred Compensation Plan or Thrift Plan, subject to the plan limitations. Any subsequent awards for vacation, holiday, or sick time earnings will be prorated only for the time worked as a contract employee.

Use of remaining frozen sick hours shall be subject to the terms and conditions of the collective bargaining agreement.

**2.0 DEFINITION OF TERMS**

**Accrual Rate** - The number of TOWP hours earned in any biweekly pay period.

**Cap** - The maximum number of hours that may be accumulated by an employee and

reflected in an employee's TOWP account.

**Conversion** - Converting frozen sick hours into TOWP hours.

**Donated TOWP** - TOWP or frozen vacation hours that are donated to another MTA employee as a good will gesture because of a prolonged injury, illness or approved family care or medical leave under FCML.

**Frozen Sick Hours** - A balance of sick hours accrued under the former agency (LACTC or SCRTD) or credited when an employee transfers from a contract position to a non-represented position. Use is restricted as defined in this policy. This is also known as "frozen sick hours." The hours are valued at the employee's current rate of pay.

**Frozen Vacation Pay Hours** - A balance of vacation hours accrued under the former agency (LACTC or SCRTD). Use is restricted as defined in this policy. This is also known as "frozen vacation." The hours are valued at the employee's current rate of pay.

**Holiday** - A designated day for which an additional eight (8) hours of TOWP is added to an employee's TOWP account.

**Scheduled TOWP** - Time away from work which is scheduled in advance and approved by the employee's supervisor in writing.

**TOWP** - Time Off With Pay is measured on an hourly basis. This category of paid leave replaces vacation, sick, and floating or personal holiday hours.

**TOWP Account** - An account of hours where accrued TOWP hours are reflected.

**Unscheduled TOWP** - Time off from work that cannot be scheduled/approved in advance, including employee illness or injury and emergency illness of family member or domestic partner for which the employee's presence is required.

### **3.0 RESPONSIBILITIES**

Employees manage their own TOWP accounts. This means planning ahead for future utilization (vacation, doctor's appointments, personal business) and reserving time for unexpected emergencies and illnesses.

Human Resources Department administers this policy.

Managers and Supervisors ensure compliance with this policy.

Payroll Department verifies that TOWP hours are accurate and consistent with this policy. In addition, the Payroll Department processes all cashout requests and donations of TOWP or frozen vacation hours.

### **4.0 FLOW CHART**

Not Applicable

## **5.0 REFERENCES**

1. HR 5-3 Attendance Policy
2. HR 7-1 Holidays Policy
3. HR 6-6 Personal Leave of Absence Policy
4. HR 6-1 Family Care and Medical Leave Policy

## **6.0 ATTACHMENTS**

1. Request for Cashout and Distribution of Frozen Vacation and/or TOWP Hours form
2. Request & Authorization for a Donation of TOWP or Frozen Vacation Hours form
3. Request for Conversion of Frozen Sick Hours into TOWP Hours form

## **7.0 REVISION HISTORY**

2/3/93 Former LACTC and former SCRTD Interim procedures.

1/1/95 New MTA version.

1/1/97 Revised TOWP Cashout Options, Accrual Cap, and Conversion of Prior Sick Hours.

7/1/98 Revised MTA policy.

## APPENDIX F

### SIDE LETTER OF AGREEMENT - CLASSIFICATIONS CONVERTED FROM NON-REPRESENTED TO AFSCME

The Los Angeles County Metropolitan Transportation Authority (MTA) and the American Federation of State, County and Municipal Employees (AFSCME) have agreed that the following classifications, now non-represented, shall become represented by AFSCME with the appropriate AFSCME titles. Incumbents holding the identified positions will have the option to become represented by AFSCME or to remain non-represented until the positions are vacated by the incumbents. Replacements for the identified incumbents will be represented by AFSCME.

Incumbents who choose to become members of AFSCME will be covered by the provisions provided under the terms of the Memorandum of Understanding or Contract between the MTA and AFSCME.

Incumbents who choose to remain non-represented will continue with the same benefits and pay as provided to non-represented employees.

No employee shall have his/her present rate of pay reduced as a result of electing to be either represented by AFSCME or to remain non-represented.

From Non-Represented	To AFSCME	# Of Incumbent
Systems Maintenance Supervisor	Systems Maintenance Supervisor	3
Printing Services Supervisor	Printing Services Supervisor	2
Stop & Zones Supervisor	Stop & Zones Supervisor	1
Inventory Control Supervisor	Inventory Control Supervisor	1
Grand Count		7

This agreement shall become effective on May 13, 2002.

Signed this 13th day of May 2002.

For the Los Angeles County Metropolitan  
Transportation Authority

For the American Federation of  
State County and Municipal  
Employees

(Signature on File)

Brenda L. Diederichs  
Chief Labor Relations Officer

(Signature on File)

Susan Greenwood  
Field Director

## APPENDIX G

### SIDE LETTER OF AGREEMENT - CLASSIFICATIONS CONVERTED FROM AFSCME TO NON-REPRESENTED

The MTA and AFSCME have agreed that the following classifications now represented by AFSCME will convert to non-represented positions with the appropriate non-represented title. Incumbents holding the identified selected positions will have the option to convert to non-represented status or remain in the status represented by AFSCME until such time as these positions are permanently vacated by the incumbents. Incumbents, regardless of their represented or non represented election, will have their classification retitled to the appropriate non-represented position. Replacements for the identified incumbents will be automatically classified in non-represented status.

Employees who choose to remain in the bargaining unit will continue to be covered by the provisions provided to them i.e. bidding rights, seniority, benefits under the terms of AFSCME's Memorandum of Understanding.

Employees who choose to convert to non-represented status will have a change to their benefit status, TOWP accrual and other entitlements as provided to non-contract employees. No employee will have their present rate of pay reduced as a result of entering the non-represented status.

The classifications and individuals being discussed are as follows:

From AFSCME Title	To Non-represented Title	# Of Incumbent
Equipment Services Supervisor	Contract Services Field Rep	1
Equipment Services Supervisor	Environmental Specialist II	3
Equipment Maintenance Supervisor	Production Planner	3
Transit Operations Supervisor	Sr. Departmental Sys. Analyst	4
	Grand Count	11

This change will be effective May 13, 2002.

Dated this 24th day of April 2002.

*(Signature on file)*

Brenda Diederichs  
Chief Labor Relations Officer,  
LACMTA

*(Signature on file)*

Susan Greenwood  
Field Director,  
AFSCME

## APPENDIX H

### SIDE LETTER OF AGREEMENT #02-02 – CLASSIFICATIONS PROMOTED TO TRANSIT OPERATIONS SUPERVISOR

Effective Tuesday, October 1, 2002, all Transportation Division Dispatcher, (TDD) and both Full-time & Part-time Transit Operations Dispatcher (TOD) Classifications are promoted to Transit Operations Supervisor (TOS) subject to the following conditions.

- MTA retains its management right to budget for and hire Part-time TOS
- All Dispatchers, Full and Part-time, promoted to TOS by this sideletter, will hold a TOS seniority date of October 1, 2002, on a single blended roster with a Full or Part-time designator
- All dispatchers so promoted to TOS will serve a 180 day probationary period
- Dispatcher promoted to TOS who do not pass the 180 day probationary period shall be subject to the provisions set forth in Article 11 for failure of promotional probationary period
- The Transportation Division Dispatchers will become TOS Division
- The Transit Operations Dispatchers will become TOS Communication
- In any situation where TOS are exercising their seniority for the selection of work assignments, they will be restricted to bid within their Full or Part-time designation. In other words, Full-time cannot bid Part-time assignments and visa versa
- In any situation where TOS are exercising their seniority for the selection of vacation time, holidays or other types of time off, they will bid based on their blended position on the roster
- Those TOS promoted to the new TOS Division function will continue to perform all of the duties previously associated with the Transportation Division Dispatcher classification
- Supervisory level job duties will be established by the MTA for this New "TOS Division" function. The MTA will provide a combination of formal classroom and on-the-job training for these new duties

Signed this 15<sup>th</sup> day of October, 2002 in Los Angeles, California.

For the Los Angeles County Metropolitan  
Transportation Authority

For the American Federation of  
State, County and Municipal  
Employees

(Signature on file)  
Brenda L. Diederichs  
Chief Labor Relations Officer

(Signature on file)  
Susan Greenwood  
Field Director

## **APPENDIX I**

### **SIDE LETTER OF AGREEMENT #02-03 – PERFORMANCE EVALUATIONS**

The Los Angeles County Metropolitan Transportation Authority (Authority) and the American Federation of State, County and Municipal Employees (Union) agree that the Authority shall immediately reinstate the annual performance evaluation of employees. The Authority shall utilize the same evaluation instrument used for non-represented employees. The Authority shall conduct an annual evaluation and where necessary special evaluations of employee performance.

Employee pay shall be governed by the current contract between the Authority and AFSCME, which went into effect on April 1, 2001.

Signed this 23<sup>rd</sup> day of October, 2002 in Los Angeles, California.

For the Los Angeles County Metropolitan  
Transportation Authority

For the American Federation of  
State, County and Municipal  
Employees

(Signature on file)

Brenda L. Diederichs  
Chief Labor Relations Officer

(Signature on file)

Susan Greenwood  
Field Director



## APPENDIX J

### SIDE LETTER OF AGREEMENT #02-04 – MANDATORY USE OF 64 HOURS

The Los Angeles County Metropolitan Transportation Authority (Authority) and the American Federation of State, County and Municipal Employees (Union) agree that the MTA Policy #HR 7-2 (Time Off With Pay) Effective 7/1/98 shall be the relevant policy to address time off with pay per the contract effective April 1, 2001. The Authority and the Union agree that the provision, set forth in Section 1.3 Mandatory Use of TOWP for Vacation and 1.4 Cashout of TOWP Hours, requiring employees to use the 64 hours of paid holidays shall not be applicable to this contract. Specifically, the last sentence of the first paragraph of Section 1.3 and the last sentence of the first bullet point following the first paragraph of Section 1.4 shall not be included in the application of this policy.

Signed this 23<sup>rd</sup> day of October, 2002 in Los Angeles, California.

For the Los Angeles County Metropolitan  
Transportation Authority

For the American Federation of  
State, County and Municipal  
Employees

*(Signature on file)*

Brenda L. Diederichs  
Chief Labor Relations Officer

*(Signature on file)*

Susan Greenwood  
Field Director