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**EXECUTIVE MANAGEMENT AND AUDIT COMMITTEE
JUNE 19, 2008**

**SUBJECT: APPROVE FINAL LABOR AGREEMENT WITH THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
UNION (AFSCME)**

ACTION: EXECUTE A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION

Authorize the Chief Executive Officer to execute a successor collective bargaining agreement with the American Federation of State, County and Municipal Employees Union (AFSCME), effective July 1, 2008.

ISSUE

On May 20, 2008, we reached a tentative agreement with AFSCME on a successor labor agreement for a term of three years, effective July 1, 2008 through June 30, 2011. The Board of Directors ratified the elements of the tentative agreement at its May 22, 2008 meeting and the membership of AFSCME ratified the tentative agreement on June 7, 2008. This new labor agreement is now being presented to the Board for final approval.

POLICY IMPLICATIONS

The new labor agreement was negotiated in accordance with the authorization that was approved by the Board of Directors.

OPTIONS

The Board may choose not to ratify the new labor agreement. This option is not recommended as the current contract expires June 30, 2008.

FINANCIAL IMPACT

This labor agreement is within the three-year authorization level approved by the Board of Directors and will not require any amendment to the FY09 budget.

BACKGROUND

Los Angeles County Metropolitan Transportation Authority and AFSCME have been in negotiations since October 2007 to reach a successor agreement. Negotiations were successful for a variety of reasons, but a key factor was the use of the Interest-Based Negotiations bargaining approach.

Attachment A provides a summary of changes to the agreement.

NEXT STEPS

Changes, as agreed upon in the collective bargaining agreement, are being implemented. Joint training programs for union officials and staff on the new terms and implementation of the agreements are planned to start in July 2008. Further training, on the interest based methodology with the AFSCME organization is being planned.

ATTACHMENT

A. Summary of AFSCME Settlement

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Carolyn Flowers

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Chief Operations Officer

Roger Snoble

Roger Snoble
Chief Executive Officer

**SUMMARY OF CHANGES TO THE AGREEMENT
BETWEEN THE
LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY
AND THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES UNION**

Term	Three years: July 1, 2008 – June 30, 2011
Wages	Effective July 1, 2008 4% Effective July 1, 2009 3% Effective July 1, 2010 3%
Preamble	One additional member released in unpaid status for negotiations.
Article 7 Bulletin Boards	Management will not post any material on AFSCME Bulletin Boards.
Article 8 Non Discrimination	“Medical Condition” added to the list of prohibited acts of discrimination.
Article 9 Joint Labor Management Committees	The Committee may be convened by either party on an as needed basis.
Article 12 Behavior Correction/ Discipline	Management will give AFSCME a 10 day notice that discipline will be taken. The parties will convene an Interest Based Problem Solving (IBPS) meeting to solve the issue or correct the behavior. If issue is not resolved, a formal hearing occurs. Use of prior discipline is limited to actions not more than one year old.
Article 13 Personnel and Medical Records Files	“Medical Records” added to an Employee’s personnel file, but are maintained in a separate file.
Article 14 Grievances and Arbitration	For discipline and non-discipline grievances, the process starts with an informal discussion and then an IBPS meeting. Created a three step process to arbitration. For discharge cases, created a two step process, first appeal is to Chief Operations Officer or designee with an IBPS and then to arbitration. The IBPS process is confidential and not admissible in arbitration.
Article 18 Promotional Opportunities	Vacancies are broken into two classes, short term under 30 days and long term greater than 30 days. Vacancies created by promotion of an AFSCME member are filled by overtime or not filled. Members may not serve more than six months in an upgraded position over an 18 month period.

Article 20 Holidays	The day after Thanksgiving Day added as an additional holiday commencing the second year of the agreement.
Article 21 Supervisor Responsibility	Added a definition of “emergency” which identifies when a supervisor may operate a train in revenue service.
Article 24 Vacation Bidding	Employees are allowed to bid all Time Off With Pay (TOWP) time in their bank, depending on the number of vacation weeks made available.
Article 25 Selection of Assignment Bus and Rail Transit Operation Supervisors	In shake-up bidding, 9 Transit Operations Supervisors (TOS) may bid out of Bus into Rail, and 6 Rail Transit Operation Supervisors (RTOS) may bid out of Rail into Bus. A cap of 24 was set on the number of combo shifts
Article 26 Selection of Assignment Bus and Rail Maintenance Supervisors	Upon return from a leave of absence of one year or less, an employee shall be returned to the same position held before the leave of absence or to a comparable position.
Article 27 Vacancies, Bus and Rail Facilities and Support Functions	Upon return from a leave of absence of one year or less, an employee shall be returned to the same position held before the leave of absence or to a comparable position.
Article 28 Selection of Assignment Schedule Supervisor	Upon return from a leave of absence of one year or less, an employee shall be returned to the same position held before the leave of absence or to a comparable position.
Article 29 Selection of Assignment Customer Information Officer	New classification of Customer Information Officer added to the Agreement. Created an annual shake-up bidding process, with phase in based on qualifications.
Article 31 Overtime	Bargaining Unit work may only be assigned to non-bargaining unit employees when no qualified bargaining unit employee is available to perform the work on overtime.

