



**Metro**

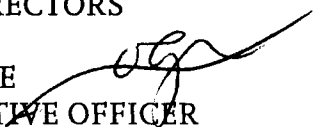
Metropolitan Transportation Authority


One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

August 31, 2005

TO: BOARD OF DIRECTORS

THROUGH: ROGER SNOBLE  
CHIEF EXECUTIVE OFFICER 

FROM: BRENDA DIEDERICHS   
EXECUTIVE OFFICER, LABOR AND EMPLOYEE RELATIONS

SUBJECT: ATU COLLECTIVE BARGAINING AGREEMENT – ARTICLE 19  
(Grievance Procedure)

ISSUE

The Amalgamated Transit Union (ATU) has raised a disagreement with the language of Article 19, Grievance Procedure, (Attachment A), as negotiated in 2002/2003. Article 19 sets forth the process and time lines for employees to file time claims or appeals of disciplinary actions.

The ATU signed the tentative language on December 1, 2003, and then signed the final contract language in February 2005 (Attachment B). Metro was unaware of the ATU having any disagreement with the signed language until the receipt of the March 18, 2005 letter from ATU.

The language of Article 19, Section M, with which ATU has expressed disagreement, is as follows:

The former language was:

“Either party failing to meet the time limits will forfeit its case”.

The approved language is:

“If either party fails to respond within the time limits, set forth in this Article, the case will be moved to the next level”.

Metro negotiated with the ATU, over the period of more than one year, beginning in July 2002, to modify the language of the agreement, as an administrative improvement.

This approved language benefits both Metro and ATU as neither party loses a case on time limits, as a case cannot be rejected upon time limits alone. This ensures due process for employees as they can move the case to the next level of review, while protecting Metro from having to forfeit time claims, as well as disciplinary and termination actions should the time limit be missed by as little as one hour or less.

## BACKGROUND

None of the other Metro labor agreements have this restrictive language regarding holding the disciplinary hearings, nor do they have the forfeiture language as a penalty to Metro for missing a time limit on disciplinary cases, and in most contracts not even in time claim cases. Instead, the case progresses to the next level of review. In the 1980's the RTD, in negotiations with the Transportation Communications Union (TCU), removed the forfeiture provision on time claims. Also, the first AFSCME agreement contained a forfeiture provision on appeals and grievances in the event of a time limit violation, which Metro negotiated to remove in the 2002 negotiations.

The time limits for time claims, appeals and appeal responses have been routinely met by both the ATU and Metro, with very few exceptions.

The ATU's position is that only the information on the summary sheet, initialed on November 16, 2003, the last day of negotiations, represents the total agreement between Metro and ATU. The summary sheet set forth that MTA and ATU would remain with current contract language in Article 19, Section F, maintaining the one-year record review period for disciplinary purposes. (Attachment C). However, there were 11 articles/side letters of the agreement that remained open and needed to be signed off on, including language in Article 19. (Attachment D). Of these 11 articles/side letters there were changes in the language on seven of them. In order to bring total closure to all open matters, the bargaining team prepared, then printed the 11 articles/side letters and gave them to the ATU negotiators before they left the November 16, 2003, meeting.

The ATU negotiators were given written notice of the content of this Article on November 16, 2003, the final day of bargaining, again on November 20, 2003, via a letter re-submitting the copies of the articles submitted to ATU on November 16, 2003, which ATU signed on December 4, 2003. (Attachment E). On January 12, 2004, Metro provided ATU with a copy of the new contract, in the form of a letter, a disc and hard copy for proofreading and signature. Metro provided ATU with additional copies of the draft contract throughout the year of 2004, at their request. After having over one year to proofread and accept the language of the entire agreement, the ATU signed the successor contract in February of 2005

ATU first raised their objection to this language in a letter dated March 18, 2005, (Attachment F). ATU indicated that it was going to file a grievance and though it is well outside of the time frame for filing the grievance, 15 months after the language was signed by ATU, Labor Relations agreed to accept the grievance. Metro invited ATU to engage in

discussions to solve the matter, well ahead of any requirement to arbitrate, as Metro does with other matters in dispute.

Metro Labor Relations has been proactive in attempting to resolve this matter with ATU. A letter was sent in April of 2005, (Attachment G) asking ATU for a meeting to discuss this matter. There have been several meetings with ATU on this topic, the last one being on August 18, 2005, but to no resolution.

#### NEXT STEPS

Metro remains both interested and available to work with ATU to bring resolution to this matter, concurrent with or separate from other pending matters between ATU and Metro. If the parties are unable to resolve the matter, the dispute will be submitted to the arbitration process in accordance with the ATU labor agreement.

## ARTICLE 19

### GRIEVANCE PROCEDURE

#### SECTION A - APPEAL LEVELS AND TIME LIMITS

When a grievance or dispute with respect to discipline or the interpretation or application of the terms of this Agreement has been presented to the Authority by an employee or an authorized Union representative, and has not been satisfactorily adjusted by an authorized Authority representative, and the employee or the Union wishes to further prosecute the issue, it shall then be adjusted according to the following:

#### SECTION B - STEP ONE:

##### Non Disciplinary Cases

1. Any such grievance or dispute shall be presented, in writing, on the ATU Grievance form, for adjustment immediately but in no event more than two hundred forty (240) hours (ten (10) days) after occurrence.
2. The employee may personally present the grievance or dispute to the employee's Supervisor or Division Manager if he/she so desires.
3. Any employee having a grievance or dispute may present it to the employee's Supervisor or Division Manager through a Union representative. The Supervisor or Division Manager will hold a meeting with the employee and the Union representative to discuss and attempt to adjust the matter – No more than two representatives from Management and two representatives from the Union shall be present. The Supervisor or Division Manager will give a written answer within two hundred forty (240) hours (ten (10) days) after receiving the ATU Grievance Form, which, if denied, shall include the reasons therefore. Every effort will be made by both parties to settle grievances or disputes in this Step One.

#### SECTION C – DISCIPLINARY CASES

Discipline will be administered only for proper cause.

#### **SECTION D – REPRESENTATION AT COUNSELING SESSION**

Whenever employees are called in for the purpose of a disciplinary counseling, the Authority will conduct such counseling with the Union representative present, if the employee so desires.

#### **SECTION E – PROTECTION OF EMPLOYEE'S RECORD**

It is mutually agreed that no entry shall be made on the employee's record of such suspension or discharge if the employee was found to be completely blameless by mutual agreement.

#### **SECTION F – CONSIDERATION OF SERVICE RECORD ITEMS ON ONE YEAR'S STANDING**

Notation of one year's standing or more on service record of employee will not be considered in disciplinary cases. This one year time period may be extended by mutual agreement on a case by case basis between MTA and ATU.

#### **SECTION G – NOTIFICATION TO EMPLOYEE OF IMPENDING DISCIPLINE**

1. Discipline hearings shall be held within ten (10) days, excluding Saturdays, Sundays, and Holidays, of the incident or infraction giving rise to the discipline. Any day the employee is off work, due to sickness, injury or bereavement leave shall be excluded from the calculation of the ten (10) days. The employee must be given at least forty-eight (48) hours notice of the time, date, place and subject matter of the hearing. All hearings shall be answered within ten (10) days (240 hours) excluding Saturdays, Sundays and Holidays from the date of the hearing.
2. Before an employee is disciplined as a result of complaints or reports from sources outside the Authority's supervisory force, the employee shall be first given a hearing by the employee's Supervisor or Division Manager or department designee.
3. Before an employee is suspended as a result of an infraction of rules, except in cases such as gross misconduct, insubordination, allegedly being under the influence of narcotics, alcohol or stimulants, or of physical assaults or threats thereof, the employee will be given at least forty-eight (48) hours notification prior to suspension.
4. Any employee charged with being under the influence of alcohol or drugs while on duty, or on Authority property, shall be requested to submit to medical

examination before being disciplined. Refusal on the part of the employee to submit immediately to this test and to sign the consent form will constitute acknowledgment by the employee of his/her guilt.

#### **SECTION H – HEARING BEFORE DISCHARGE**

Before an employee covered by this Agreement is discharged, a hearing shall be set where the employee may present his/her case. The Union will be given notice of the time and place of such hearing and may appear and represent the employee if the Union and/or the employee elects.

#### **SECTION I – PROTECTION OF EARNINGS**

If, after a review of a suspension or discharge, it is mutually agreed that an employee who was suspended or discharged was completely blameless as regards to the offense charged, he/she shall be reinstated to his/her former position without loss of seniority and will be paid all the wages he/she would have earned during the period of suspension or discharge up to a maximum period of thirty (30) days. If the suspension or discharge period exceeds thirty (30) days, the wages he/she may have earned in other employment after the thirtieth day, or benefits received through California Unemployment Insurance by reason of unemployment after the thirtieth day, shall be deducted from the total earnings he/she would have earned from the Authority. If, however, after such review it is found that the employee in question was not completely blameless, then the parties may mutually agree upon what, if any, portion of wages he/she would have earned should be restored to the employee.

#### **SECTION J - STEP TWO:**

Disciplinary and non-disciplinary cases.

1. Following the step one result the Union may request an informal meeting between the Department Head and the Union Officer. If held, the meeting will be attended by the Department Head, Union Officer, Division or unit Manager, the Shop Steward, and if mutually agreeable, the grieving or disciplined employee. The purpose of the informal meeting is to discuss and resolve any issues not resolved at Step One. If the Supervisor or Division Manager's answer is not satisfactory, the authorized Union representative may appeal the grievance or dispute to the Chief Labor Relations Officer or the designated representative within thirty (30) days from receipt of the Step One written decision. The Union shall state that the answer is unsatisfactory and identify the issue being grieved, the contract provision allegedly violated and remedy requested. Immediately thereafter, a meeting will be arranged

between the Chief Labor Relations Officer or the designated representative and the authorized Union representative. The Union will be notified of the time and place of this meeting. The meeting will be held within one hundred twenty (120) hours (five (5) days) from the time the grievance or dispute was referred to the Chief Labor Relations Officer. The case will be discussed and even though an oral decision is given in the meeting, a written decision shall be made and a copy thereof shall be delivered to the authorized Union representative within three hundred sixty (360) hours (fifteen (15) days) from the time of the meeting referred to above.

2. The grieving employee shall suffer no loss of pay for the Step Two hearings if he/she is in attendance during the hours of their regular shift.

**SECTION K - THE WRITTEN DECISION SHALL INCLUDE THE FOLLOWING:**

1. Date.
2. Names of those present.
3. Statement of each grievance or dispute discussed.
4. The Union's position with respect to the grievance or dispute.
5. The Authority's position with respect to the grievance or dispute.
6. The Authority's answer to the grievance or dispute.

One copy of this decision with the date and time mailed by Labor Relations noted, will be mailed to the Union. If possible, a copy will also be faxed to the Union office.

**SECTION L – SUBMISSION TO MEDICAL EXAMINATION**

Any employee charged with being under the influence of alcohol or drugs while on duty, or on Authority property, shall be requested to submit to medical examination before being disciplined. Refusal on the part of the employee to submit immediately to this test and to sign the consent form will constitute acknowledgment by the employee of his/her guilt.

**SECTION M - TIME LIMITS**

Any of the time periods within which any of the acts required in this Article 19 are to be performed may be extended by mutual consent of the parties. If either party fails to respond within the time limits, set forth in this Article, the case will be moved to the next level.

**SECTION N - EXCLUSION OF SATURDAYS, SUNDAYS & HOLIDAYS FROM TIME LIMITS**

In computing the time limits as fixed in this Article, Saturdays, Sundays and Holidays shall be excluded.



**SIGNATURE PAGE**

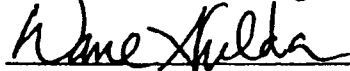
Signed this 14<sup>th</sup> day of FEBRUARY, 2005 at One Gateway Plaza,  
Los Angeles, California.

**AMALGAMATED TRANSIT UNION  
LOCAL 1277**

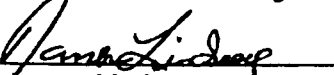
**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY**



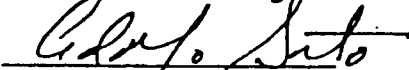
Neil H. Silver  
President / Business Agent



Dane Sheldon  
Vice President /  
Assistant Business Agent



James Lindsay  
Financial-Recording Secretary /  
Assistant Business Agent



Adolfo Soto  
Treasurer



Arturo Aguilar  
Executive Board Member



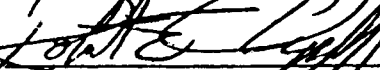
Roger Snoble  
Chief Executive Officer



Brenda L. Diederichs  
Executive Officer,  
Labor & Employee Relations



Jack Gabig  
General Manager, San Gabriel Valley  
Service Sector



Robert Chappell  
DEO, Rail Operations



James P. Falicki  
Deputy Executive Officer,  
Labor & Employee Relations



Milo Victoria  
Deputy Executive Officer, Operations

Exhibit 11

**SUMMARY OF SETTLEMENT WITH ATU**  
**November 16, 2003**

*7 Union  
 suspended  
 subject to MTA Board approval*

<b>Term</b>	<ul style="list-style-type: none"> <li>October 1, 2002 to June 30, 2006 (3 Years 9 Months)</li> </ul>
<b>Wage increase</b>	<ul style="list-style-type: none"> <li>2.00% effective 10/1/02</li> <li>0.00% effective 7/1/03</li> <li>2.50% effective 7/1/04</li> <li>2.50% effective 7/1/05</li> </ul>
<b>Floating Holiday</b>	<ul style="list-style-type: none"> <li>Sideletter providing for one non-reoccurring floating holiday to be taken by June 30, 2004</li> </ul>
<b>QWA (Quarterly Wage Adjustment)</b>	<ul style="list-style-type: none"> <li>Dormant for the life of the contract -- Reinstated on June 30, 2006, with no QWA realized during this contract period</li> </ul>
<b>Medical</b>	<ul style="list-style-type: none"> <li>MTA to increase monthly contribution levels to \$1,500,000 - pending mediation/arbitration on all remaining issues related to the <del>contract</del></li> <li>Additional details <sup>AS</sup> are addressed in the <del>contract</del> mediation/arbitration agreement signed herewith</li> </ul>
<b>Subcontracting</b>	<ul style="list-style-type: none"> <li>Current contract language</li> </ul>
<b>Service Attendants -- New Hire Progression Rate</b>	<ul style="list-style-type: none"> <li>Withdrawn by MTA</li> </ul>
<b>Using the required tools, Service Attendants will install seat inserts &amp; window guards</b>	<ul style="list-style-type: none"> <li>Job will be bid like a steamer</li> <li>Service Attendants / Utilities will be paid Mechanic "C" rate when installing seat inserts &amp; window guards <i>for the day</i></li> </ul>
<b>Record Review Grievance/Discipline</b>	<ul style="list-style-type: none"> <li>Current contract language</li> </ul>
<b>CTO (Compensatory Time Off)</b>	<ul style="list-style-type: none"> <li>Cap @ 80 hours annually</li> </ul>
<b>Warranty Equipment Mechanic</b>	<ul style="list-style-type: none"> <li>Warranty Equipment Mechanic language</li> </ul>
<b>RRC Bidding</b>	<ul style="list-style-type: none"> <li>1 Shake-up annually in June</li> </ul>
<b>Workers Comp.</b>	<ul style="list-style-type: none"> <li>Current contract language</li> </ul>
<b>Sideletter 94-01</b>	<ul style="list-style-type: none"> <li>Sideletter to meet within 90 days of ratification, to discuss the <del>alternative language for bidding light and heavy rail assignments</del> <sup>m</sup></li> </ul>
<b>Sideletter #2003-02</b>	<ul style="list-style-type: none"> <li>Sideletter to meet within 90 days of ratification, to discuss the expansion of the Joint Apprenticeship program</li> </ul>
<b>Tentative Agreements</b>	<ul style="list-style-type: none"> <li>Include all</li> </ul>
<b>Pension</b>	<ul style="list-style-type: none"> <li>DROP (deferred retirement option)</li> <li>Elimination of the \$133.00 Social Security Offset</li> </ul>

*R.S.  
 37*

*R.S.  
 37*

*R.S.  
 37*

*R.S.  
 37*

*if not mentioned - current language R.S.  
 37.*

## ARTICLE 1

### SCHEDULE OF WAGES

#### SECTION A - STARTING RATES

All employees in the bargaining unit before September 7, 1991, will receive:

- |     |                                     |                    |
|-----|-------------------------------------|--------------------|
| (1) | First six (6) months of employment  | - 90% of base rate |
| (2) | Second six (6) months of employment | - 95% of base rate |
| (3) | Thereafter                          | Top rate           |

All employees entering the bargaining unit on or after September 7, 1991, will receive:

- |     |                                     |                    |
|-----|-------------------------------------|--------------------|
| (1) | First six (6) months of employment  | - 80% of base rate |
| (2) | Second six (6) months of employment | - 85% of base rate |
| (3) | Third six (6) months of employment  | - 90% of base rate |
| (4) | Thereafter                          | Top rate           |

All employees entering the bargaining unit on or after July 1, 1994 will receive:

- |     |                                     |                    |
|-----|-------------------------------------|--------------------|
| (1) | First six (6) months of employment  | - 80% of base rate |
| (2) | Second six (6) months of employment | - 85% of base rate |
| (3) | Third six (6) months of employment  | - 90% of base rate |
| (4) | Fourth six (6) months of employment | - 95% of base rate |
| (5) | Thereafter                          | Top Rate           |

#### **Wage Increase**

Effective October 1, 2002 2.00%

Effective July 1, 2003 There will be no wage increase

Effective July 1, 2004 2.50%

Effective July 1, 2005 2.50%

## SECTION B – SCHEDULE OF WAGES

## HOURLY RATES OF PAY

	10/01/02	7/01/03	7/1/04	7/1/05
Air Condition Tech/Property Maintainer	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Body Repairer "A"	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Cabinet Maker	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Camera Operator	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Digital Systems Technician	\$ 26.56	\$ 26.56	\$ 27.22	\$ 27.90
Digital Technician	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Electrician	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Electrician's Helper*	\$ 22.73	\$ 22.73	\$ 23.30	\$ 23.88
Electronic Communications Technician	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Facilities Systems Technician	\$ 26.56	\$ 26.56	\$ 27.22	\$ 27.90
Fare Collection Technician	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Laborer "A"	\$ 22.43	\$ 22.43	\$ 22.99	\$ 23.56
Laborer "A" (Stops & Zones)	\$ 22.73	\$ 22.73	\$ 23.30	\$ 23.88
Laborer "B"	\$ 16.76	\$ 16.76	\$ 17.18	\$ 17.61
Lighting Maintenance Truck Operator	\$ 24.53	\$ 24.53	\$ 25.14	\$ 25.77
Locksmith	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Machinist	\$ 25.28	\$ 25.28	\$ 25.91	\$ 26.56
Maintenance Specialist	\$ 26.56	\$ 26.56	\$ 27.22	\$ 27.90
Master Mechanic	\$ 26.56	\$ 26.56	\$ 27.22	\$ 27.90
Mechanic "AA"	\$ 24.41	\$ 24.41	\$ 25.02	\$ 25.65
Mechanic "A"	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Mechanic "B"	\$ 23.52	\$ 23.52	\$ 24.11	\$ 24.71
Mechanic "C"	\$ 22.73	\$ 22.73	\$ 23.30	\$ 23.88
Millwright	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Nondestructive Technician	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Non-Revenue Rail Equipment Mechanic	\$ 25.28	\$ 25.28	\$ 25.91	\$ 26.56
Painter "A" (RRC)	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Painter (Facilities)	\$ 23.52	\$ 23.52	\$ 24.11	\$ 24.71
Plumber	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49

November 16, 2003

	10/01/02	7/01/03	7/01/04	7/1/05
Power Yard Sweeper	\$ 23.52	\$ 23.52	\$ 24.11	\$ 24.71
Property Maintainer "A"	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Property Maintainer "B"	\$ 23.52	\$ 23.52	\$ 24.11	\$ 24.71
Property Maintainer "C"	\$ 22.73	\$ 22.73	\$ 23.30	\$ 23.88
Rail Body & Paint Repairer	\$ 25.28	\$ 25.28	\$ 25.91	\$ 26.56
Rail Electronic Communication Inspector	\$ 26.56	\$ 26.56	\$ 27.22	\$ 27.90
Road Janitor	\$ 23.13	\$ 23.13	\$ 23.71	\$ 24.30
Roving Janitor	\$ 20.40	\$ 20.40	\$ 20.91	\$ 21.43
Service Attendant (Pre 7/1/94)	\$ 19.30	\$ 19.30	\$ 19.78	\$ 20.27
Service Attendant (Post 7/1/94)	\$ 14.71	\$ 14.71	\$ 15.08	\$ 15.46
Sheet Metal Worker	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Signal Inspector	\$ 26.56	\$ 26.56	\$ 27.22	\$ 27.90
Systems Electronic Communications Technician	\$ 26.56	\$ 26.56	\$ 27.22	\$ 27.90
Track Inspector	\$ 24.26	\$ 24.26	\$ 24.87	\$ 25.49
Traction Power Inspector	\$ 26.56	\$ 26.56	\$ 27.22	\$ 27.90
Utility "A"	\$ 22.30	\$ 22.30	\$ 22.86	\$ 23.43
Utility "B"	\$ 21.99	\$ 21.99	\$ 22.54	\$ 23.10
Warranty & Equipment Mechanic	\$ 25.28	\$ 25.28	\$ 25.91	\$ 26.56
Welder (RRC) **	\$ 25.28	\$ 25.28	\$ 25.91	\$ 26.56

\*Limited to four (4) positions

\*\* Effective July 1, 2000, the classification "Welder (RRC)" received a pay raise of \$1.00 per hour above additional raises granted by this agreement.

### **Leader**

The Leader shall be paid an additional one dollar (\$1.00) per hour over the highest paid employee in the Leader's group; the assignment of a Mechanic to a Utility or a Service Attendant Leader's group shall not entitle the Utility or Service Attendant to be paid more than he/she would otherwise be paid. Leaders will retain their Leader rate of pay while on holidays, vacation and sick pay.

The Authority shall determine if and when an ATU-represented employee is assigned to take the place of a supervisor. If the Authority chooses to so assign an ATU-

represented employee, it will assign an employee who is working as a Leader on the shift in question. When so assigned, the employee (i.e., the Leader, Relief Leader or Temporary Leader) shall receive an additional five percent (5%) over the regular Leader rate of pay.

### SECTION C - QUARTERLY WAGE ADJUSTMENT

~~Effective July 1, 2000, there will be an additional pay raise for all classifications on September 1, December 1, March 1 and June 1 of every year of 0.25% (1/4 of 1.0%) based on the pay rate of the highest paid classification in the ATU unit, rounded to the nearest penny.~~

There will be an additional pay raise for all classifications on September 1, December 1, March 1 and June 1 of every year of 0.25% (1/4 of 1.0%) based on the pay rate of the highest paid classification in the ATU unit, rounded to the nearest penny. This Quarterly Wage Adjustment provision will remain dormant until June 30, 2006, at which time it will be restored, and will not result in any Quarterly Wage Adjustment during the

life of the agreement.

*10/02 - 6/30/06*

*THIS*

*P.S.*  
*[Signature]*

*CONTRACT PERIOD*

### SECTION D - SKILL DIFFERENTIAL RATES

1. Any employee while engaged in steam cleaning operations, shall receive forty cents (40¢) additional per hour.
2. Mechanic "A" shall be the minimum classification of an employee assigned to Spray Painting.
3. Service Attendants/Utilities,
  - a. Can be assigned to remove seat inserts <sup>R</sup> or window guards (sacrificial windows);
  - b. The job will be bid like a steamer;
  - c. Any employee performing this work will receive Mechanic "C" wages for the day the work is done; and
  - d. MTA will provide the required tools.

*P.S.*  
*[Signature]*

### SECTION E - SPECIAL CLASSIFICATIONS

1. The Authority will retain those positions classified as Mechanic "AA", Utility "A", Utility "B", and only so long as occupied by incumbents on the effective date of

this Agreement. Vacancies in these classifications will no longer be filled, except for the movement of Utility "B" to Utility "A", if qualified.

2. The Warranty and Equipment Mechanic (WEM) will be paid equal to the Mechanic A Leader rate of pay.
3. Non-Revenue Rail Equipment Mechanic at the WEM rate of pay.
4. Service Attendants filling Laborer B positions will not have their pay or progression reduced.
5. The Laborer B positions will be filled from internal ATU applicants only.


Laborer B will only serve in the classification to a maximum of two years. If not promoted from position by end of two years, employee will return to previous classification. During this two year period, the employee may choose to voluntarily return to his former classification at any time.

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For the Los Angeles County Metropolitan  
Transportation Authority

For the Amalgamated Transit Union

  
Brenda L. Diederichs

  
Neil H. Silver

November 16, 2003

## **ARTICLE 3**

### **OVERTIME**

#### **SECTION A - REGULAR OVERTIME PROVISION**

All employees shall be paid one and one-half (1½) times their straight time hours for all work they perform in excess of eight (8) hours per day or forty (40) hours per week, at their regular straight time hourly rate of pay.

#### **SECTION B - WORK ON DAYS OFF**

All employees who complete their assignment when working on their regular or assigned days off shall be paid one and one-half (1½) times their straight time hours worked, with a minimum allowance of twelve (12) straight time hours, at their regular straight time hourly rate of pay provided the employee works their regularly scheduled five (5) day forty (40) hour work week.

All employees not completing their assignment when working on their regular or assigned day off shall be paid one and one-half (1½) times their straight time hours worked at their regular straight time hourly rate of pay provided the employee works their regularly scheduled five (5) day forty (40) hour work week.

No employee will be required to work on that employee's regular day off unless there are substantial abnormalities in service requirements; provided, however, this requirement for work will be mutually agreed to in advance between the Authority and the Union and the twelve (12) hour minimum allowance as referred to in the first paragraph of this section shall remain in effect, regardless of whether the employee completes his/her five (5) day, forty (40) hour work week.

#### **SECTION C - PROVISIONS AGAINST PYRAMIDING**

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

#### **SECTION D - EMERGENCY WORK ON DAYS OFF**

An emergency work on days off roster will be established for the Facilities Maintenance Department at each shake-up. Employees who sign up are indicating that they will respond when called for emergency work. When an emergency occurs, the Authority



will call workers on this roster by seniority order to work the emergency. If no employee is available or there is no employee on the roster who is within the job classification to do the emergency work, the Authority is free to contract out the emergency work.

#### SECTION E - COMPENSATORY TIME OFF (CTO)

~~The Authority will offer a program for compensatory time off (CTO) which shall be available for overtime worked.~~

~~The employee shall have the right, on a voluntary basis, to participate in the CTO program.~~

~~CTO shall be earned at the rate of one and one-half hours of CTO for each hour of overtime worked within the meaning of this Article. For example, a person who works two overtime hours would earn three hours of CTO.~~

~~The employee shall request that he/she receive CTO instead of overtime pay at the time the employee performs the overtime work in question. The request shall be in writing and submitted to the employee's supervisor.~~

~~The maximum accrual of CTO that may be held at one time during the twelve (12) month period between June 1 and May 31 of a given year is forty eight (48) hours. If an employee has earned the maximum amount of CTO, any overtime will automatically be paid to the employee consistent with the Authority's present payroll practices.~~

~~CTO may be taken by the employee upon the mutual consent of the employee and his/her supervisor, provided however, prior to granting CTO, employees will be required to use any unbid floating holidays. The employee shall give his/her supervisor at least twenty four (24) hours notice of a request to use CTO. The employee shall receive his/her regular rate of pay for each hour of CTO which is taken, plus any then applicable shift or skill differentials.~~

~~The employee shall have the right, at any time, to cash out any accrued, unused CTO. If CTO is paid to the employee, it shall be paid at the employee's regular rate of pay as of the date on which the CTO is paid, plus any then applicable shift or skill differentials.~~

~~All accrued CTO must be taken by the employee by May 31 of each year. Any accrued, unused CTO as of May 31 will be paid to the employee with the second paycheck in June.~~

The Authority will offer a program for compensatory time off (CTO) which shall be available for overtime worked.

The employee shall have the right, on a voluntary basis, to participate in the CTO program.

CTO shall be earned at the rate of one and one-half hours of CTO for each hour of overtime worked within the meaning of this Article. For example, a person who works two overtime hours would earn three hours of CTO. All shift and skill differential payments shall be paid to the employee in the pay period the overtime is worked and the CTO time is credited.

The employee shall request that he/she receive CTO instead of overtime pay at the time the employee performs the overtime work in question. The request shall be in writing submitted to the employee's supervisor.

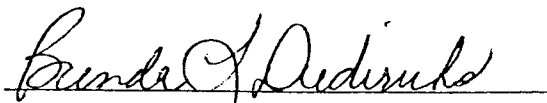
The maximum amount of CTO that may be earned during the twelve (12) month period between June 1 and May 31 of a given year is eighty (80) hours. If an employee has used the maximum amount of CTO during the twelve (12) month period, any overtime will automatically be paid to the employee consistent with the Authority's present payroll practices.

If an employee has CTO time available to take off, he/she may request a particular day off. The employee shall give his/her supervisor at least twenty-four (24) hours notice of a request to use CTO. On days except Saturday or Sunday, one person per classification per work location per shift may take CTO. In addition, if there is an open vacation day or floating holiday available on any day, then CTO may be taken. Otherwise, CTO can only be taken with permission of the supervisor. For purposes of this section, "classification" is as defined in Article 10 Section B. A supervisor's grant of a CTO day off cannot be changed, except with agreement of the employee. Requests to use CTO will be decided on a "first come, first serve" basis. Any current specific practice for allowance of CTO can continue but either party can cancel that practice on thirty days notice and thereafter this provision will apply.

The employee shall have the right, at any time, to cash out any accrued, unused CTO. The employee shall receive his/her base rate of pay for each hour of CTO that is cashed out.

All accrued CTO must be taken by the employee on or before May 31 of each year. Any accrued, unused CTO as of May 31 will be paid to the employee with the second paycheck in June.

For the Los Angeles County Metropolitan  
Transportation Authority



Brenda L. Diederichs

For the Amalgamated Transit Union



Neil H. Silver

## ARTICLE 7

### SELECTION OF WORK ASSIGNMENTS AND SHIFTS AND CHOICE OF WORKING SCHEDULES

#### SECTION A - REGULAR SHIFTS

Employees shall select their work schedules and shifts at their respective locations in accordance with their ATU seniority. The Authority shall determine the number of employees to work in each job classification, as referred to in Article 10 of this Agreement on each shift.

#### SECTION B - HOLIDAY WORK

The Authority shall determine the number of employees who shall work on holidays in each job classification. Employees at each location may bid for such holiday work on an ATU seniority and rotating basis, giving preference to the employee who would normally work on that day. In the event an insufficient number of employees bid for such work at their respective locations, the Authority shall select employees from the bottom of the ATU Seniority List in such job classifications to complete the necessary quota. Bids are to be posted a minimum of eleven (11) calendar days prior to the holiday and bidding shall be completed a minimum of seven (7) calendar days prior to the holiday.

#### SECTION C - NORMAL BIDDING CYCLE

In December and June, the Authority shall establish weekly work schedules to be bid in the departments set forth in Article 15 of this agreement. Such schedules shall contain the time of start and finish of each shift, the days of the week to be worked, Leader, Relief Leader, Body Shop, and specialty assignments. Prior to the posting of such schedules, the Union representatives shall have the opportunity to review and discuss these schedules with the department head or designee. Bid sheets cannot be changed after they have been reviewed by the Union without mutual consent between the Union and the Authority.

For the purpose of bidding under this section:

- Mechanics will be one unit;
- Master Mechanics will be one unit;
- Utility A's and Service Attendants will be one unit;
- Utility B's will be one unit;

- E.C.T.'s will be one unit;
- S.E.C.T.'s will be one unit;
- Property Maintainers will be one unit;
- Digital Technicians will be one unit;
- Digital System Technicians will be one unit;
- Laborer A's and B's will be one unit.

Master Mechanic positions will be used at all operating divisions, the RRC (in running repair) and in Non-revenue maintenance. MTA will establish Master Mechanic qualification requirements (PQS - Personnel Qualification Standards) and selection criteria. MTA will forward a copy to the ATU. Master Mechanic shift assignments will be approximately equal on all three shifts, with the first priority being second and third shifts. Assuming an adequate number of qualified applicants are available, 15% of the Mechanic positions at each location will be Master Mechanic positions. The MTA and ATU acknowledge that it will take several years for full implementation of the Master Mechanic positions. As per the applicable provisions of this agreement Master Mechanics will have Leaders and Regular Relief Leaders.

After the close of bidding, each Division Manager or designee shall meet with the Shop Steward for his/her division. The Division Manager shall determine the number of Master Mechanics necessary to meet the above-referenced minimum staffing requirements. The Shop Steward shall provide the Department Manager with the names of the Master Mechanics to be drafted pursuant to this procedure.

Bidding will commence during the first week of October and April, and will be completed no later than November 15 and May 15, respectively. The effective date shall be the first Sunday in December and June. The overtime provisions and the consecutive day off provisions of this Agreement shall not apply to employees in the rescheduling of their shifts.

Bids covering positions normally assigned to day inspection work will be identified as inspection assignments. An employee who bids an inspection assignment may perform other equipment maintenance work when no inspection work is available for that employee, except for Rail. (Rail Inspections are handled according to Article 43).

In the event an employee is not available to bid, or does not bid, when it is time to do so, the Union Steward shall bid for such employee an assignment as close as possible to that presently being held.

Shop Stewards shall work the day shift with Saturday and Sunday off. These positions will not be listed on the bid sheets; however, Stewards will be permitted to exercise their ATU seniority in the selection of work assignments.

