



Local 1277

News

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PRESIDENT'S REPORT

Your MTA Hire Date Affects the Age at Which You Qualify For Lifetime Medical Coverage

By Art Aguilar - President, Local 1277

I am re-running an article that was written by ATU Local 1277 President Emeritus Neil Silver back in March 2007. It deals with a very important question that comes up time and time again: ***When does one qualifies for our excellent lifetime medical coverage?*** Your concerns about your vital medical health coverage are certainly understandable for you and your family.

Here are the important facts:

The key to at what age you qualify for our lifetime medical plan is your **hire date**. If you were hired on at MTA **before September 7, 1991**, you can retire from service at any age and receive lifetime medical coverage, provided you meet the following qualifiers:

- A) You must have worked 23 years, regardless of your retirement age
- B) You must have worked for at least 10 years, with a minimum age of 62

If You Came on Board after September 7, 1991

For Local 1277 MTA Unit members hired after September 7, 1991, **you must have put in 23 years of service and minimum age of 55 before your lifetime medical plan kicks in. Or, you must have worked at least 10 years and retired at age 62 or older.**

Know your rights under Labor Code Sections 230.8 and 233; Paid Family Sick Leave and School Partnership Act

By Jeff Shaffer - Treasurer, Local 1277

Lately, I have received many inquiries regarding the use of paid sick leave to care for family members. This is a very important issue, so I want to inform you about your rights in this area under Sections 230.8 and 233 of the California Labor Code (L.C. 230.8 and 233)

There are several laws that cover your ability to have and use paid time off for family issues. L.C. 233 allows an employee to use—in any calendar year—his or hers accrued and available sick leave entitlement, *in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement.*

Medical-coverage payments:

Active Employees: Contribution is \$80.00 per month.

Non-Medicare eligible retiree: Contribution is 80.00 per month.

Medicare-eligible retiree: Contribution is \$60.00 per month.

A note on Death Benefits:

A retiree's surviving spouse is entitled to retain medical coverage for two years after the retiree's death. *The spouse must continue to pay the required retiree monthly contributions.* Since there is a decline in the monthly contribution at age 65 (from \$80.00/month down to \$60.00/month), the retiree's birth date will be used to determine the point at which the lower 65+ contribution becomes effective.

NOTE: pursuant to our Collective Bargaining Agreement, MTA will continue to make contributions to the fund on behalf of the deceased for one year. Thereafter, the cost of the second 12 months is borne solely by the fund and participant contributors.

Following the two-year period, the surviving spouse can join the COBRA Plan and pay for medical coverage for another 18 months.

Review Your Medical Plan Benefits

To review the complete provisions of our medical-health plan, please consult Article 36 of our MTA contract. It is worth noting that, at MTA, *nobody—except for a very, very few CalPERS-covered employees—has a medical-coverage plan that is as comprehensive as ours!*

Bottom line: under no circumstances, should you ever surrender this literally life-saving benefit!

L.C. 230.8, known as the Family School Partnership Act, allows an employee, who is a parent, to take time off to attend school-related activities, such as graduations, enrollment, and special school activities and emergencies.

Our members at most of the properties earn their sick leave on their anniversary date of hire. The use of this sick leave (L.C. 233) is calculated on a calendar year. So, from January 1 through December 31, you are allowed half of your sick leave allowance to be used as provided by L.C. 233. You can take this leave at your request.

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Details of Section 233 – Family Leave

(a) Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5. This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601 et seq.), regardless of whether the employee receives sick leave compensation during that leave.

(b) *As used in this section:*

(1) "Employer" means any person employing another under any appointment or contract of hire and includes the state, political subdivisions of the state, and municipalities.

(2) "Family member" has the same meaning as defined in Labor Code Section 245.5.

(3) (A) "Sick leave" means accrued increments of compensated leave provided by an employer to an employee as a benefit of the employment for use by the employee during an absence from the employment for any of the reasons specified in subdivision (a) of Labor Code Section 246.5.

(B) "Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the employer's general assets.

(c) An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.

(d) Any employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day's pay, whichever is greater; and to appropriate equitable relief.

(e) Upon the filing of a complaint by an employee, the Labor Commissioner shall enforce this section in accordance with Chapter 4 (commencing with Section 79) of Division 1, including, but not limited to, Sections 92, 96.7, 98, and 98.1 to 98.8, inclusive. Alternatively, an employee may bring a civil action for the remedies provided by this section in a court of competent jurisdiction. If the employee prevails, the court may award reasonable attorney's fees.

(f) The rights and remedies specified in this section are cumulative and nonexclusive and are in addition to any other rights or remedies afforded by contract or under other law.

(Amended by Stats. 2015, Chapter 802, Section 2, effective January 1, 2016).

Details of Section 230.8 – School Partnership

(a) (1) An employer who employs 25 or more employees working at the same location shall not discharge or in any way discriminate against an employee who is a parent of one or more children of the age to attend kindergarten or grades 1 to 12, inclusive, or a licensed child care provider, for taking off up to 40 hours each year, for the purpose of either of the following child-related activities:

(A) *To find, enroll, or reenroll his or her child in a school or with a licensed child care provider; or to participate in activities of the school or licensed child care provider of his or her child, if the employee, prior to taking the time off, gives reasonable notice to the employer of the planned absence of the employee. Time off pursuant to this subparagraph shall not exceed eight hours in any calendar month of the year.*

(B) *To address a child care provider or school emergency, if the employee gives notice to the employer.*

(2) *If more than one parent of a child is employed by the same employer at the same worksite, the entitlement under paragraph (1) of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the employer; such that another parent may take a planned absence simultaneously as to that same child under the conditions described in paragraph (1) only if he or she obtains the employer's approval for the requested time off.*

(b) (1) The employee shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence authorized by this section, unless otherwise provided by a collective bargaining agreement entered into before January 1, 1995, and in effect on that date. An employee also may utilize time off without pay for this purpose, to the extent made available by his or her employer. The entitlement of any employee under this section shall not be diminished by any collective bargaining agreement term or condition that is agreed to on or after January 1, 1995.

(2) *Notwithstanding paragraph (1), in the event that all permanent, full-time employees of an employer are accorded vacation during the same period of time in the calendar year, an employee of that employer may not utilize that accrued vacation benefit at any other time for purposes of the planned absence authorized by this section.*

(c) The employee, if requested by the employer, shall provide documentation from the school or licensed child care provider as proof that he or she engaged in child-related activities permitted in subdivision (a) on a specific date and at a particular time. For purposes of this subdivision, "documentation" means whatever written verification of parental participation the school or licensed child care provider deems appropriate and reasonable.

(d) *Any employee who is discharged, threatened with discharge, demoted, suspended, or in any other manner discriminated against in terms and conditions of employment by his or her employer because the employee has taken time off to engage in child-related activities permitted in subdivision (a) shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by*

the acts of the employer. Any employer who willfully refuses to rehire, promote, or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by law shall be subject to a civil penalty in an amount equal to three times the amount of the employee's lost wages and work benefits.

(e) For purposes of this section, the following terms have the following meanings:

(1) "Parent" means a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

(2) "Child care provider or school emergency" means that an employee's child cannot remain in a school or with a child care provider due to one of the following:

(A) The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider.

(B) Behavioral or discipline problems.

(C) Closure or unexpected unavailability of the school or child care provider, excluding planned holidays.

(D) A natural disaster, including, but not limited to, fire, earthquake, or flood.

(Amended by Stats. 2015, Chapter 802, Section 1, effective January 1, 2016).

These are vitally important benefits for you and your families. Be sure you fully understand them! If you have any questions, ask your Shop Steward or a Union officer.

It's your job, your future at risk!

How Many Times, How Many Ways Can I Warn You: Misuse Your Cell Phone at Work and You Will Be Fired!

By Adolfo Soto - Financial-Recording Secretary

It's a damn shame that I have to warn every ATU Local 1277 brother and sister yet again: **DO NOT USE YOUR PERSONAL CELL PHONE WHILE AT WORK, UNLESS IT IS IN A REAL EMERGENCY SITUATION!** How much clearer can I get? How much longer will you go on risking your jobs, careers and families' future by misusing your phone?

Worse, it's an even bigger damn shame that, once again, one of our members has lost their job because of being on a personal cell phone while driving. This happened just recently, and once again, someone is out of work and their family now faces an uncertain economic and personal future!

Brothers and sisters, please, please understand: You continue to run the absolute risk of losing your job (and career and family safety net) because of misuse of your own cellphone at work. Management at **all** our properties isn't kidding around here: Misuse your phone and you can be suspended or terminated, and your Union will have a real uphill fight to keep your job!

You can be terminated if you are caught using your personal cell phone in any non-emergency situation while operating a company vehicle or, really, working in any capacity. Period. End of story. **Do you understand? It's the end of your job and career! It's the end of your—and your family's—financial, healthcare and retirement security!**

Think about it, brothers and sisters. **Please.** Is it really worth risking your job and security and future just to make or receive a personal call, on your personal cell phone, while you are on company time? You know the answer. Or you damn well should know the answer!

This prohibition applies to all our Coach Operators and Mechanics, but really to every Local 1277 member on the job, doing any task, at any property. *It doesn't matter how much seniority you have, or how good your attendance record is, or how well you get along with your fellow workers and management. Violate this misuse-of-cell-phone policy and you are gone!*

The Consequence of Bad Thinking

Too many Local 1277 members have been either severely disciplined or out-and-out fired from their jobs. **This is a very serious matter and don't you ever forget it!** Do not answer your personal cell phone while at work. Look at it this way: Surely your friends and family members know not to call you on your phone at work except for a real emergency. *Therefore, brothers and sisters, anyone calling you is knowingly risking your job by their reckless action!*

If you must make or take a call, wait until you have reached the end of your route, or are on a break. **No personal calls on company time!**

Misuse of personal cell phones while at work not only violates company policy—it is also against the law!

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Always remember: *You may not “only” violate company policy by misusing your phone, and you may not “only” be breaking the law by doing so, you may also be cited for reckless driving and/or endangerment, which can result in huge civil judgments and even jail if a fatality is involved! Even if you do not operate a coach, by being distracted by using a cell phone, you may endanger your fellow workers and/or cause property damage, which also could result in big fines—or worse.*

We are public-safety professionals, brothers and sisters. That means we are held to a higher standard of training, ability and responsibility on the job. Our jobs are hard enough without the distraction of cell phone misuse.

A special note to our Shop Stewards and, really, to all our members: If you see someone misusing their cell phone at work, wherever and whatever their job is, TELL THEM TO KNOCK IT OFF ON THE DOUBLE! Is that clear? You may well be saving someone’s job and career, as well as preventing an accident or law suit!

Look, we all know that cell phones are pretty much indispensable. We use them all the time. We rely on them. We wonder how we ever got along without them. That’s fine, but always remember that the company-policy rules and safety laws concerning their use when you are driving-or doing any work, really—are in place, not only for the protection of the transit riders we serve, and all other drivers on the road, but for your own safety, too, and that of your fellow workers.

Your jobs, careers, families, and safety are far more important than any personal calls made at work. Use your cell phones responsibly! NOT at work, except on break or in an emergency. It is the legal and right thing to do!

I am completely tired of hearing about Local 1277 brothers and sisters misusing their cell phones on the job. **STOP IT!** I don’t want more of you disciplined or fired!



Local 1277 Hosts 45th “Old Timers Day” On Saturday, June 3, in Burbank

It’s that time of the year again: ATU Local 1277’s 45th annual “Old Timers” reunion and party! This year’s bash—*featuring a Hawaiian theme*—is set for Noon – 4:00 p.m., Saturday, June 3, in the Royal Crest Room of the Pickwick Gardens, 1001 Riverside Drive, Burbank (with the usual free parking).

As always, your Executive Board and active membership are very pleased to invite eligible retired brothers and sisters, along with one guest, to the party. This year’s event is special because of its Hawaiian theme but it is also an important and enjoyable Local 1277 tradition.

Our hosted luncheon honors our retired members—new ones and longer-retired brothers and sisters—whose shared memories and experiences make this gathering nostalgic and so much fun. The afternoon is a once-a-year chance to catch up with old friends, share stories, laugh, eat, drink, enjoy music, and dance. In keeping with this year’s theme, Hawaiian-style shirts and similar clothing are much encouraged!

*Reservations for this year’s Old Timers celebration must be made by **Friday, May 26**. Invites and reservation forms will be mailed out around May 1. A Local 1277 retiree and one guest are admitted free, and any additional guest may join us for a \$60.00/person fee. Please note: Only retirees who are fully paid up on their Union dues may attend the event.*

Of course, what would our Old Timers party without terrific prizes to be raffled off! Every attendee is eligible for the prizes, including our annual exciting Grand Prize. *You must be in attendance to qualify to win.*

There will be a cocktail reception at noon, followed by lunch at 1:00. This year’s meal choices are: Prime Rib; Salmon; Lemon Grass Chicken, and Vegetarian Ravioli (all with appropriate side dishes). *Please indicate your meal preference when you make reservations.*
Be on the lookout for a Hawaiian-themed dessert!

Following lunch, and after a few brief presentations and remarks—including honoring the Local 1277 Shop Steward of the Year with the President’s Award—our festive afternoon will close with the drawing for the special Grand Prize.

Here are the upcoming Local 1277 membership meetings for April and May. Please make every attempt to attend the meeting for your unit. It’s your Union, and we need your participation at our meetings!

Tuesday, April 4: Tuesday, May 2:	Los Angeles area members: L.A. Building Trades Council, 1626 Beverly Blvd., Los Angeles. Morning Session 10:00 a.m. Evening Session 5:00 p.m.
Wenesday, April 5: Wednesday, May 3:	Riverside area members: 1074 E. La Cadena Dr., Riverside Morning Session 10:00 a.m. Afternoon Session 2:00 p.m. Evening Session 6:00 p.m.
Thursday, April 6: Thursday, May 4:	Palm Springs/SunLine members: Cathedral City Branch Library, 33520 Date Palm Drive, Cathedral City Morning Session 10:00 a.m. Afternoon Session 4:00 p.m.
Thursday, April 6: Thursday, May 4:	Long Beach: Machinist Hall, 319 W. Broadway, Long Beach Morning Session 10:00 a.m. Afternoon Session 3:00 p.m.