



**METROLINK®**



**ATU Local 1277**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY/  
METROLINK**

**AND**

**AMALGAMATED TRANSIT UNION,  
ATU LOCAL 1277**

**February 8, 2019 – December 31, 2022**

**(Approved and adopted by the Governing Board on February 8, 2019)**

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## **Article 1 Recognition**

Pursuant to state law, Amalgamated Transit Union Local 1277 (“ATU”/“Union”) has been designated as the exclusive representative of all Supervisors, Dispatching Operations (also known as “Chief Dispatchers”), Train Dispatchers and Communications Coordinators at the Southern California Regional Rail Authority, the joint powers of authority that operates the Metrolink commuter rail system (“Metrolink”). The term “employee” or “employees” as used herein shall refer to employees employed by Metrolink in the bargaining unit containing the above classifications, as well as such classifications which may be added hereinafter to said unit.

Metrolink agrees that it shall recognize Union as the exclusive representative of all Supervisors, Dispatching Operations, Train Dispatchers and Communications Coordinators in a bargaining unit for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Gov. Code Section 3500 *et seq.* Metrolink agrees that it shall comply with any and all applicable state laws when its rules and/or regulations affecting wages, hours or other terms and conditions of employment are amended or changed.

## **Article 2 Duration**

The Parties agree that the duration of this Agreement shall be from the date of adoption of this Agreement by the Metrolink Board of Directors and up to December 31, 2022.

## **Article 3 Management Rights**

All management rights shall remain vested exclusively with Metrolink, except as limited by law or other provisions of this Agreement:

- The right to operate Metrolink; to determine its mission, organization, and budget;
- The right to determine the type and kind of service to be rendered to the public, the equipment used, the standards, methods, and means of delivering service, and the number and qualifications of employees necessary to provide that service;
- The right to maintain orderly, effective, and efficient operations, and to direct the employees of Metrolink and its various departments in all aspects;
- The right to determine the procedures and standards for the selection, hiring, promotion, demotion, assignment, and transfer of employees, to set their job duties and performance standards, and to discipline or discharge employees pursuant to this CBA;
- The right to establish and modify the content of job classifications;
- The right to review and inspect, without notice, Metrolink’s facilities and property, including without limitation computers and other electronic devices, work areas, desks, email, computer storage drives, voice mail, and filing cabinets;
- The right to interpret and implement applicable laws and regulations;

- The right to change or introduce different, new, or improved operations, technologies, methods or means regarding any Metrolink work;
- The right to relieve its employees from duty because of lack of work, lack of funds, or to restructure to achieve organizational efficiencies;
- The right to implement an Employer-Employee Relations Resolution as permitted by law and take action based on the provisions of said Resolution;
- The right to contract out work, subject to the following: Metrolink retains the sole and exclusive right to contract out bargaining unit work. Metrolink has chosen not to exercise that right with respect to the Dispatch Operations and Communications Coordinators for the duration of the initial base period of the Bundled Operations and Maintenance Contract.

#### **Article 4      No Strike/No Lockout – Union Responsibility**

##### SECTION 1.

The Union, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sick out or any other job action by withholding or refusing to perform services.

##### SECTION 2.

Metrolink agrees that it shall not lock out its employees during the term of this Agreement.

##### SECTION 3.

Any employee who willfully participates in any conduct prohibited in Section 1 above shall be subject to immediate termination by Metrolink.

#### **Article 5      Distribution of Contract**

Metrolink will make the Agreement available to all members of the bargaining unit electronically.

#### **Article 6      Negotiations**

It is mutually agreed that all business comprehended by this Agreement shall be transacted between the designated representatives of Metrolink and the Union.

**Article 7      Warranty and Capacity**

SECTION 1.

Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of the Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof. The parties acknowledge, however, that an inability to perform the terms of this agreement timely, or at all, due to the circumstances as described in Article 10 (Emergency Waiver Provision) of this Agreement, will not constitute a violation of this Agreement.

SECTION 2.

The individuals signing this Agreement in their official capacity, hereby warrant their authority to act for their respective parties.

SECTION 3.

This contract contains all of the agreements, stipulations and provisions agreed upon by either party.

**Article 8      ATU Visitation Rights**

Authorized ATU representatives shall be given access to work locations during hours the ATU members are working to conduct grievance investigations, represent members, and observe working conditions. An authorized ATU representative, other than Stewards, desiring access to a work location hereunder, shall inform the Metrolink CEO or designee upon arrival, if during regular working hours (8am to 5pm). If the visit is not during regular working hours the ATU representative shall provide reasonable advance notice to the Metrolink CEO or designees of the intended visit. While at Metrolink’s facilities, the ATU representative agrees to observe the same security, conduct and safety rules and regulations of Metrolink as other visitors and shall not interfere with the performance or work of any employee or group of employees. Access to work locations will only be granted to ATU representatives on the current list. In no circumstances may a union grievance investigation or other visitation result in a violation of the hours of service rules.

**Article 9      Stewards**

SECTION 1.

Metrolink agrees to recognize one steward for each classification of members. Stewards shall recognize that they have regular full-time duties as employees of Metrolink and shall conduct themselves in accordance with the requirements of all employees of Metrolink.

The Union shall have the responsibility to notify Metrolink in writing of the names of its duly authorized stewards. Metrolink shall not recognize or deal with any employee as a steward unless they are on the designated steward list.

Stewards shall spend only the time necessary to expeditiously carry out their functions as steward and shall not unduly restrict or interfere with the performance of their own duties.

Stewards may leave their immediate work location to perform these duties. However, stewards shall obtain prior permission from their immediate supervisor and the Human Resources Director to leave the area and shall inform the Manager of Dispatch, or Director, of the reason for leaving the area and the expected time the Steward expects to be absent from the work location. The steward shall be responsible for maintaining time records of the amount of time stewards spend in the performance of their steward duties. These records must be submitted and approved by the Human Resources Director.

The stewards shall minimize the amount of interference with Metrolink's work in the performance of their duties. At no time may release time or performance of steward duties interfere with hours of service rules.

At any time either party may request to meet and confer regarding the application of this procedure.

Metrolink will grant reasonable release time to stewards for the performance of their union duties. Such release time shall be reasonable and sufficient to accommodate for the stewards to complete their duties. Metrolink may deny requests for release time where necessary to ensure operational continuity. In no circumstance will release time in a given day exceed that employee's scheduled hours. Employees do not earn overtime or premium pay during release time, and release time does not count as time worked for purposes of overtime calculations.

Stewards will not attend or represent employees at root cause analysis meetings.

## SECTION 2.

Metrolink will make space available for Union representatives and stewards to meet and caucus privately with members as available per Metrolink's scheduling practices and such use does not interfere with Metrolink business operations. The parties understand and agree that meeting space is limited. The Union will, whenever possible, request such space in advance.

### **Article 10      Emergency Waiver Provision**

In the event of circumstances of a general disaster nature beyond the control of Metrolink, such as Acts of God, fire, flood, insurrection, civil disorder, national emergency or similar circumstances, provisions of this Collective Bargaining Agreement or the Personnel Rules or Resolutions of Metrolink which restrict Metrolink's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the

Union shall have the right to meet and confer with Metrolink regarding the impact on employees of the suspension of these provisions in the CBA and any personnel rules and policies.

## **Article 11 Sole and Entire Collective Bargaining Agreement**

### **SECTION 1.**

It is the intent of the parties hereto that the provisions of this Collective Bargaining Agreement shall be the sole source of any and all rights asserted hereunder, and shall supersede all prior Agreements, Memoranda of Understanding, CBA, and contrary Salary, Personnel Resolutions or Rules and Regulations of Metrolink, oral or written, expressed or implied, between the parties. Any Metrolink personnel rules, regulations, policies and practices that do not conflict with the provisions of this Collective Bargaining Agreement shall remain in full force and effect. This Collective Bargaining Agreement is not intended to conflict with federal or state law.

### **SECTION 2.**

It is understood and agreed that there exists within Metrolink, in written form, Personnel, Salary, Employee Relations Resolutions and/or Rules and Regulations of Metrolink ("Rules"). Such Rules may, at the sole discretion of Metrolink, stay in full force and effect or be modified as it sees fit, provided, however, that nothing therein shall be enforceable which is in conflict with this Collective Bargaining Agreement. New provisions or amendments to these Rules may be adopted and/or implemented by Metrolink. Metrolink will provide notice and an opportunity to meet and confer with the Union before implementing any changes to the Rules that would conflict with provisions of this Collective Bargaining Agreement or that otherwise fall within the scope of bargaining as required by law.

## **Article 12 Separability Provision**

Should any provision of this Collective Bargaining Agreement be found to be inoperative, void or invalid by court of competent jurisdiction, all other provisions of this Collective Bargaining Agreement shall remain in full force and effect for the duration of this Collective Bargaining Agreement.

## **Article 13 Bulletin Boards/Public Notices**

### **SECTION 1.**

Metrolink will maintain glass enclosed bulletin boards in the following locations: one (1) in the Dispatch and Operations Center (DOC); and one (1) at Metrolink's headquarters in a mutually agreeable location. The bulletin boards will have locks and keys and the keys will be given to the duly authorized Union representative. The bulletin boards may be used by the Union for posting

Union approved notices. No posting shall interfere with the efficiency, safety and security of Metrolink operations nor shall any posting contain any material defamatory or derogatory about any Metrolink employee or board member. No political campaign advocacy shall be posted for federal, state or local elections. Information related to internal Union elections may be posted.

## SECTION 2.

The Union representative shall not post or distribute any other notices, pamphlets, advertising, political matters or other kinds of literature upon Metrolink property.

### **Article 14 Seniority/Recall Bumping**

#### SECTION 1.

Classification Seniority is defined as the length of service beginning on the employee's date of hire or promotion into a classification represented by the bargaining unit. Each classification represented by the bargaining unit shall have a separate seniority roster. Promotion to another position, such as Train Dispatcher, results in a new seniority roster date for the new classification. Whenever two or more employees in the same classification are hired on the same date, seniority is determined by the last digit of the members' social security number, with the highest number winning seniority. In the event of a tie the previous consecutive digit will be used, continuing until seniority is determined.

#### SECTION 2.

Layoff: Any employee, including temporary employees, may be subject to layoff. The order of layoff will be decided on seniority with each classification.

Each regular employee who has been laid off from a position the person held shall, in writing, be offered reappointment in the same classification in the same department should a vacancy occur in the classification within two (2) years after the layoff. Recall shall occur in seniority order.

#### SECTION 3.

Employees shall lose all seniority rights and employment shall cease for any of the following reasons:

- a) Resignation.
- b) Discharge.
- c) In the event of recall from a layoff, the failure to report their availability for work within Seventy Two (72) hours after Metrolink sends UPS (Next Day Delivery Guaranteed) notice to employee's last known address shown on Metrolink records; hereafter this employee shall be available for work after ten (10) working days from the sending of notice of recall



and date to report at the time and place specified, or they will be deemed to have voluntarily quit and shall lose all seniority.

- d) Job Abandonment.
- e) Disability retirement or approval of application for disability annuity by the Railroad Retirement Board or CalPERS.
- f) Retirement.
- g) As otherwise agreed by the parties, in writing.

#### SECTION 4.

Employees transferring from Communications Coordinator classification to Supervisors, Dispatching Operations, Train Dispatchers classifications, or from Supervisors, Dispatching Operations, Train Dispatchers classifications to the Communications Coordinator classification, with the consent of Metrolink and the Union, may bid during the interim period between regular sign-ups only for open or vacant shifts per process established in Article 19 of this agreement.

#### **Article 15      Paydays/Paychecks**

Employees shall be paid on Friday every other week. In the event a holiday falls on a payday, paychecks shall be issued on the previous day. All deductions will be shown on the paycheck stub or electronic pay statement. Metrolink may change to a payday other than Friday if mutually agreed upon. Metrolink shall provide the Union with a payroll schedule for the following year on or before December 15.

In the event there is a shortage in pay on a regular paycheck, an employee shall report the error to the Human Resources Department. Such shortage shall be made up in accordance with the following procedure (tax is the same as the rate on file):

1.      A shortage of less than \$100 will be included in the next regular paycheck following verification of the shortage by the payroll department. The payroll department shall complete verification within two (2) business days.
2.      Shortages of \$100 or more will require the issuance of a special check no later than five working days after verification of the error by the payroll department. The payroll department shall complete verification within two (2) business days.

In the event an employee is erroneously overpaid by Metrolink, the employee will be notified in writing of the amount of the overpayment and will be provided with an explanation of the circumstances which led to the overpayment. Within five (5) business days of the notification, the employee shall meet with Metrolink to negotiate a repayment schedule. The employee may involve a union representative in this process.

## **Article 16 Probationary Period**

### **SECTION 1. Application**

Effective upon Board adoption of this CBA, all newly hired, promoted and rehired employees covered by this Agreement are subject to the probationary period (except those recalled from layoff who previously passed probation in the job classification from which they were laid off).

### **SECTION 2. Definitions**

**Initial Probationary Period** – The initial probationary period shall be one (1) year of continuous service from the date a new employee is hired into this bargaining unit. The probationary period shall be extended by the period of an employee’s absences, if the absences total five (5) days or more.

**Promotional Probationary Period** – The promotional probationary period shall be ninety (90) calendar days of continuous service from the date an employee is promoted. The probationary period shall be extended by the period of an employee’s absences, if the absences total five (5) working days or more. In the event a Communications Coordinator promotes to a Train Dispatcher position, he or she shall serve a one (1) year probationary period.

### **SECTION 3. Failure of Initial Probation**

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

### **SECTION 4. Failure of Promotional Probation**

An employee on promotional probation may be removed from the position for failure to satisfactorily complete the probationary period without right of appeal.

In the event that a bargaining unit employee is promoted within the bargaining unit, and fails his/her promotional probationary period or based on an employee’s voluntary election, the employee may return to his or her prior classification, without loss of seniority in the prior classification, within ninety (90) days of the promotion. Employees who are released for disciplinary reasons will have no right to return to their prior position.

### **SECTION 5. Performance Evaluation**

During the initial and promotional probationary period, the employee’s performance shall be evaluated periodically. The employee will be provided with a written copy of any performance evaluation(s).

**SECTION 6. Extension of Probationary Period**

The probationary period may be extended by mutual agreement between Metrolink and the Union for up to ninety (90) additional calendar days.

**SECTION 7. Current Employees Who Have Been Employed Less Than One Year or Who Have Been in a Promotional Position for Less Than 180 Days**

Employees who have been employed in positions covered by this Agreement for less than the initial one (1) year probationary period at the time this Agreement is ratified by Metrolink, shall continue to be at-will employees and be considered to be serving the initial probationary period, with their hire date as the date that their probation began. Employees in this situation shall be informed of the day their probationary period will end. Employees who have been promoted for less than ninety (90) days as of the time this Agreement is ratified by Metrolink, shall be considered to be serving the promotional probationary period, with their date of promotion as the date the promotional probationary period began. Employees in this situation shall be informed of the day their promotional probationary period will end.

**SECTION 8. Promotion Outside the Bargaining Unit**

Employees who promote or transfer to position outside the bargaining unit will have no automatic right to return to their prior position, but may do so by mutual agreement.

Employees who return to prior positions within the bargaining unit pursuant to the above paragraphs, within one year of their promotion or transfer will have their seniority restored in the prior classification.

**Article 17 Discipline**

**A. General Principles**

1. Application of this Article: This Article shall not apply to newly hired or newly promoted employees who have not completed their initial or promotional probationary period. It is understood that the probationary period is part of the selection process and designed to allow evaluation of an employee's fitness for continued employment.
2. Individual Employment Agreements are Null and Void: All employees covered by this CBA shall be subject to the disciplinary procedure set forth in this Article and any previous individual employment agreements are null and void.
3. Definition of Discipline Subject to This Article: All written discipline is subject to this Article. Verbal warnings, counselings, written confirmations of verbal counselings, performance evaluations, performance improvement plans, and corrective action plans

are not considered discipline and are therefore not covered by this Article. Employees may submit a written response to these actions, which shall be placed in their personnel file.

4. Progressive Discipline: The concept of progressive discipline does not limit Metrolink's discretion to administer discipline at any level without the use of progressive discipline, if appropriate.
5. Designated Officers. All discipline will be issued by an officer designated by his or her department to administer discipline. The designated officer will generally administer discipline after an investigation and assessing the credibility of the witnesses and documentary evidence.
6. No Use Of Paid Time During Suspension. In no circumstance may an employee on suspension use accrued time off during the period of suspension.

B. Bases For Discipline

An employee who has successfully completed the probationary period for the position the employee occupies and is covered by this CBA may only be disciplined for just cause. The following are declared to be causes for discipline, although charges may be based on causes other than those listed herein:

1. Violation of any department rule, Metrolink policy or Metrolink regulation or resolution;
2. Absence without authorized leave;
3. Excessive absenteeism and/or tardiness;
4. Use of disability leave in a manner not authorized or provided for pursuant to the disability leave policy or other policies of Metrolink;
5. Making any false statement, omission or misrepresentation of a material fact;
6. Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
7. Unsatisfactory job performance;
8. Inefficiency;
9. Malfeasance or misconduct, which shall be deemed to include, but shall not be limited to the following acts or omissions:
  - a. Conviction of a felony. "Conviction" shall be construed to be a determination of guilt of the accused by a court, including a plea of guilty or nolo contendere, regardless of sentence, grant of probation, or otherwise.
  - b. The damaging of Metrolink property, equipment, or vehicles, or the waste of Metrolink supplies through negligence or misconduct.
10. Insubordination; or insulting or demeaning the authority of a supervisor or manager;

11. Dishonesty;
12. Theft;
13. Violation of Metrolink's or a department's confidentiality policies, or disclosure of confidential Metrolink information to any unauthorized person or entity;
14. Misuse or unauthorized use of any Metrolink property, including, but not limited to physical property, tools, equipment, Metrolink communication systems, Metrolink vehicles or Intellectual Property;
15. Mishandling of public funds;
16. Falsifying any Metrolink record;
17. Discourteous treatment of the public or other employees;
18. Failure to cooperate with employee's supervisor or fellow employees;
19. Violation of Metrolink's Drug-Free Workplace Policy;
20. Violation of Metrolink's Policy Against Harassment, Discrimination and Retaliation;
21. Violation of Metrolink's Workplace Security Policy;
22. Unapproved outside employment or activity that violates Metrolink's policy, or other enterprise that constitutes a conflict of interest with service to Metrolink;
23. Any conduct that impairs, disrupts or causes discredit to Metrolink, the employee's Metrolink employment, to the public service, or other employee's employment;
24. Failure to comply with OSHA Safety Standards and Metrolink safety policies;
25. Altering, falsifying, and tampering with time records, or recording time on another employee's time record;
26. Working overtime without prior authorization or refusing to work assigned overtime;
27. Carrying firearms or other dangerous weapons on Metrolink premises at any time, unless authorized to do so;
28. Train Dispatchers and Supervisor, Dispatching Operations: violations of applicable state or federal regulations, the General Code of Operating Rules, Train Dispatchers Manual, or applicable Time Table and System Special Instructions.

### C. Discipline Process

There may be three levels of discipline prior to discharge. Any of the three levels of formal discipline may be issued without following the normal sequence when a single incident is considered serious enough to warrant such action. These levels are:

#### 1. First Written Reminder

This is the first level of formal discipline. It consists of a discussion between the Director, Dispatching Operations or his or her designee and an employee, during which the Director, Dispatching Operations or designee seeks the employee's agreement to change behavior or performance and correct the problem, followed by a letter from the supervisor to the employee. A First Written Reminder is active

for six (6) months except when an employee receives further formal discipline in the same category during the active period. Deactivation occurs when there is no longer any active discipline in that category.

2. Second Written Reminder

This is the second level of formal discipline. It consists of a formal conversation between the Director, Dispatching Operations or his or her designee and the employee about a continuing or serious performance problem or a rule violation. This conversation is followed by the Director, Dispatching Operations or his or her designee's letter to the employee, stating the specific reasons for the reminder. A Second Written Reminder is active for nine (9) months. The most recent disciplinary action determines the active life. Therefore, a Second Written Reminder will create a new active life for the entire disciplinary record.

3. Decision-Making Leave (DML)

This is the third and final level of formal discipline. It consists of a formal conversation between the Director, Dispatching Operations or his or her designee and the employee about a continuing or serious performance problem or failure to follow Metrolink policies, rules and regulations. The employee is made aware that he or she must decide whether the employee is willing to make a commitment to change job performance and behavior. This commitment will require a total commitment by the employee to meet all Metrolink work rules and performance standards. This discussion is followed with the Director, Dispatching Operations or his or her designee letter to the employee stating the specific reasons for the DML including the information from the prior reminders.

The employee will then be placed on a DML with pay the following work day and must decide whether they are willing to make the required commitment, in order to be allowed to continue working for Metrolink.

The employee reports the decision to the Director, Dispatching Operations or his or her designee the day after the DML through a written commitment to the supervisor on how he or she will successfully correct work performance and behavior. The Director, Dispatching Operations or his or her designee may require the employee to amend their written plan for correcting the behavior when the supervisor deems it insufficient. This is an extremely serious step since the employee will be discharged for subsequent failure to meet Metrolink work rules and standards. Only one (1) active DML is allowed at any time.

A DML may be imposed when an employee's commitment to improve is not met during the nine (9) month period following a Second Written Reminder and/or

when the employee commits a serious offense (whether or not previous discipline has taken place).

An employee is expected to take responsibility to improve in the area identified and to sustain continuous improvement and compliance. The minimum compliance period is twelve (12) months.

No other levels of formal discipline, except discharge, will be administered while the DML is active. Coaching will be used to improve employee performance.

4. Discharge

Metrolink may discharge an employee when another performance or behavior problem occurs within the twelve (12) month active period of the DML or when formal discipline fails to bring positive change in the employee's behavior or performance. Metrolink may discharge an employee when it determines that a single offense is of such a serious nature that the use of the progressive Positive Disciplinary procedure is not appropriate.

D. Discipline Procedure

The following procedures may be used to implement the three levels of formal discipline:

1. Formal Disciplinary Discussion

During the formal disciplinary discussion, the supervisor will (i) discuss the problem with the employee; (ii) remind the employee of the importance of their commitment to follow work rules; (iii) inform the employee of the steps for formal discipline, referring specifically to the current step and restate the employee's need to live up to their commitment; (iv) inform the employee that written reminders and a DML in effect during the performance evaluations period may affect an employee's performance rating; and (v) close the meeting by expressing confidence in the employee's ability to change.

The supervisor will document the discussion by preparing a written letter/memo outlining the conversation including the date the formal discipline was administered and supervisor's signature, give the original letter to the employee, keep a copy for the supervisor's file and provide a copy to Human Resources.

2. Active Period

When an employee is placed on an approved leave of absence or is on a workers compensation leave or placed on light duty, the active period of the formal

discipline will be suspended until the employee returns to duty. Vacation leave will not suspend the active life of formal discipline.

Should an employee transfer to another department, formal discipline will remain active and in effect and the current supervisor of the employee shall be responsible for making the new supervisor aware of the active discipline.

3. Future Reference

Reminder and DML notices and letters are kept in the Positive Discipline Active File. While Reminders and DML's may be deactivated after the requisite time period, if further discipline occurs after the active period, prior formal discipline information may be referenced in future discipline to demonstrate prior history, pattern of performance or behavior or notice. Deactivated discipline may not be relied upon for determination of future discipline, but constitutes notice.

4. Discipline is subject to the Grievance Procedure of this CBA.

E. Miscellaneous Issues

1. For suspensions of forty hours or more, demotions, and termination, Metrolink shall comply with the pre-disciplinary due process required under *Skelly v State Personnel Board* prior to the issuance of final discipline.

2. At Metrolink's discretion, days of suspension (of any length) may be held in abeyance, or training days may be substituted for suspension days.

F. Administrative Leave and Crisis Suspension

1. Administrative Leave

Metrolink may place an employee on an administrative leave with pay pending a potential disciplinary action. Administrative leave with pay is authorized: (1) when Metrolink believes that the employee's continued presence at the work site could have detrimental consequences for Metrolink operations, or (2) pending investigation into charges of misconduct. If the charges against the employee are substantiated by the investigation, appropriate disciplinary action may be taken in accordance with this Article.

2. Crisis Suspension

An employee may be suspended immediately without pay, without regard to the Positive Discipline process, and without prior written notice when an employee's inappropriate behavior is so serious that immediate removal from the workplace is necessary to prevent detrimental impact to the employee, co-workers, customers or Metrolink or to avert



serious disruption of governmental business. The employee will be required to leave Metrolink property, pending an investigation.

After the investigation is completed, a crisis suspension will be concluded in the following manner:

- i. If the supervisor finds that the alleged misconduct is not sustained, the employee will return to work and be paid for the time off;
- ii. If the supervisor finds that disciplinary action is appropriate, but discharge is not, the appropriate level of formal discipline will be administered and the employee may be paid for the time off if appropriate.
- iii. If the supervisor finds that discharge is appropriate, the employee will be proposed for discharge, subject to the disciplinary procedures set forth in this Article.

## **Article 18 Grievance Procedure**

### **A. General Principles**

The following procedure is adopted by the Parties to provide for the orderly and efficient disposition of grievances and is the sole and exclusive procedure for resolving grievances as defined herein.

1. Definition: A grievance shall be defined as any dispute which involves the interpretation or application of this Agreement. Grievances shall not include complaints of discrimination, retaliation, and harassment prohibited by state or federal law, which may instead be addressed and resolved under Human Resources Policies and Procedures 1.2.2 and/or as allowed under state and federal law.
2. Time Limits: The time limits set forth herein may be extended or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing. For purposes of calculation of time a "day" is defined as a day when the administrative offices of Metrolink are open for business. The parties agree that any filings under this section may be served via email so long as it is emailed by 5:30pm on the date of the deadline. Either party failing to meet the time limits will forfeit its case.
3. Steps of the Procedure: All grievances must be initiated at Step 1 of the grievance procedure. An employee/group of employees shall first attempt to resolve the alleged violation informally with his/her immediate supervisor.

B. Grievance Procedure

1. Step 1:

If the grievance is over contract interpretation, it shall be filed in writing within ten days of the incident giving rise to the grievance, or within ten days of when the Union or employee should reasonably have been expected to have learned of the alleged violation. Union will submit the grievance on behalf of the represented employee(s) in writing to the Director, Dispatching Operations and it shall set forth the facts of the grievance, the terms and conditions of this Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the Union. The Director, Dispatching Operations (or designee) shall convene a meeting with the Union prior to making a determination and shall respond in writing within twenty days of the meeting.

If the grievance is over a disciplinary decision, the Union must file its appeal in writing within ten days of the receipt of the disciplinary decision. The Director, Dispatching Operations (or designee) shall convene a meeting with the Union prior to making a determination and shall respond in writing within twenty days of the meeting.

2. Step 2:

If dissatisfied with the Director, Dispatching Operations (or designee)'s response at Step 1, the Union may appeal the grievance to the Chief Operating Officer (or designee), in writing, within 10 days of the receipt of the Step 1 response. The Chief Operating Officer (or designee) shall convene a grievance meeting with the Union prior to making a determination. The Chief Operating Officer (or designee) shall respond in writing within 20 days of the meeting.

3. Step 3:

If dissatisfied with the Chief Operating Officer's (or designee's) response at Step 2, the Union may appeal the grievance to the Chief Executive Officer, in writing, within 10 days of receipt of the Step 2 response. The Chief Executive Officer (or Deputy CEO) shall convene a meeting where both parties will be afforded an opportunity to present their position on the grievance. The CEO (or Deputy CEO) shall issue Metrolink's final written determination within twenty (20) days of the meeting.

4. Step 4:

- a. The Union may appeal the Chief Executive Officer's (or Deputy CEO's) determination to an outside impartial hearing officer (arbitrator) and request a hearing. The notice to appeal must be in writing and must be submitted to the Chief Executive Officer, or his or her designee, within fifteen (15) days of receipt of the Chief Executive Officer's decision at Step 3.

- b. Upon receipt of a timely request for an appeal, the parties may either mutually select an arbitrator or Metrolink shall request a list of seven (7) arbitrators registered with the California State Conciliation and Mediation Service or some other mutually agreed upon source within ten (10) days of Union's request. The parties shall flip a coin to decide who will strike first and will then alternately strike names, the name remaining will be the neutral arbitrator.
- c. The role of the arbitrator shall be to determine if Metrolink's final determination is consistent with just cause and/or the terms of this Agreement. The arbitrator shall have no authority to modify, vary, alter, amend, add or take away from any of the terms or provisions of this CBA. The arbitrator shall make that review, hold a hearing at which both sides may present their arguments and evidence, including witnesses, and subsequently issue a written decision.
- d. The decision of the Arbitrator shall be final and binding on the parties. The arbitrator shall issue his/her decision within thirty (30) days of the closing of the hearing.
- e. The costs of the arbitration/hearing, including the court reporter, transcripts, shall be divided in half (i.e., 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid by the party that incurred the cost.

## **Article 19      Work Schedules, Bidding and Extra Board**

### **A.      Work Week**

The Fair Labor Standards Act defines a workweek as a regularly recurring period of 168 hours in seven consecutive 24-hour periods. The workweek need not coincide with the calendar week. For purposes of this Agreement, the workweek begins at 0001 hours each Sunday and ends at 2359 hours the following Saturday.

#### **1.      Train Dispatchers**

- a.      Train Dispatchers shall be assigned to eight hour and ten minute shifts. Train Dispatchers shall be paid overtime for hours worked in excess of eight hours in a day and over forty hours in a week.
- b.      Train Dispatchers, except those assigned to the Extra-Board, shall be assigned a work week of five (5) consecutive work days of eight (8) consecutive work hours within a seven (7) day period and two consecutive days off.
- c.      PTO leave does not count as "hours worked" for purposes of eligibility for overtime.

## 2. Supervisors, Dispatching Operations

- a. Supervisors, Dispatching Operations shall be assigned to eight hour shifts. Supervisor, Dispatching Operations are exempt from overtime.
- b. Supervisors, Dispatching Operations, except those assigned to the Extra-Board, shall be assigned a work week of five (5) consecutive work days of eight (8) consecutive work hours of work within a seven (7) day period and two consecutive days off.
- c. Any Supervisor, Dispatching Operations, required to work two complete shifts in any 24 hour period will receive eight hours of compensatory time off ("CTO"). CTO must be taken within three months of when it is earned and may be scheduled with prior approval from the Senior Manager, Dispatching. If a Supervisor, Dispatching Operations is denied three attempts to use CTO, the three-month deadline will be extended for one additional month. CTO is distinct from PTO and may not be accrued or cashed out upon termination of employment.
- d. PTO leave does not count as "hours worked" for purposes of eligibility for overtime.

## 3. Communications Coordinators

- a. Communications Coordinators shall work a forty (40) hour work week under either a 4/10, 9/80 or 5/40 schedule. If a Communications Coordinator is assigned a 4/10 schedule, the 4/10 weekly work schedule shall consist of four (4) consecutive work days of ten (10) working hours each excluding the meal period, followed by three (3) consecutive days off. Communications Coordinators shall bid their assignment, including the number of days and hours, as set forth below.
  1. If a Communications Coordinator is assigned to a 9/80 work schedule, the Communications Coordinator shall be paid overtime for hours worked in excess of forty hours in a week.
  2. For Communications Coordinators assigned to a 9/80 work schedule, the designated FLSA workweek shall begin exactly four hours after the start of his/her 8-hour shift on the day of the week that corresponds with the employee's alternating regular day off.
  3. If a Communications Coordinator is assigned to a 5/40 work schedule, he/she shall be assigned a work week of five (5) consecutive work days of eight (8) consecutive work hours of work within a seven (7) day period and two consecutive days off and shall

be paid overtime for hours worked in excess of forty hours in a week.

4. If a Communications Coordinator is assigned to a 4/10 work schedule, he/she shall be paid overtime for hours worked in excess of forty hours in a week. A Communications Coordinator assigned to a 4/10 work schedule shall receive eight (8) hours pay for holidays.

b. PTO leave does not count as “hours worked” for purposes of eligibility for overtime.

## B. Schedules

1. Metrolink shall develop, design and implement a work schedules that is consistent with business and operational requirements to ensure adequate and acceptable staff coverage to meet workload demands and business needs. Before implementing a new schedule, the Director, Dispatching Operations (or designee) shall meet with the Union to discuss the proposed schedule. Metrolink has the right to make the final decision regarding the schedule.

2. Metrolink shall be responsible for maintaining the schedule by ensuring all posted positions are staffed, whenever possible, notifying personnel when overtime or temporary vacancies are available, and notifying the Union when positions are vacant.

3. For all schedules, the Director, Dispatching Operations reserves the right to adjust the shift times, to adjust shifts, and to abolish assignments upon 30 days’ notice, if made outside the bidding window (aka “Sadie Hawkins period”).

4. The Director, Dispatching Operations reserves the right to make any necessary operational changes to the shifts during the bidding window (aka “Sadie Hawkins period”).

5. The previous Memorandum of Understanding — Pilot Program, and Addendum shall expire and be void upon the ratification of this Agreement.

## C. Assignment/Scheduling Bidding

### 1. Train Dispatchers

a. On October 1 of each year, Train Dispatchers will bid for assignments in classification seniority order. Bidding will be accepted for 14 calendar days. Train Dispatchers may designate a proxy to submit a bid on their behalf. Train Dispatchers who do not submit a bid, or who are absent during the bidding window, will be allowed to bid at the end of the bidding process.

b. Bidding will be conducted electronically via email or by phone if electronic

communication is not available to the member. All bids will be forwarded to the Union Steward during the bidding period. If by phone, the Union Steward will reflect the time and date of the call, along with the bid in an email addressed to the Union Steward, the local president, and the local vice president. At the close of the bidding period, the Union Steward will forward all bids to the Senior Manager, Dispatching.

- c. Assignments will take effect on January 1 of the following year.

## 2. Supervisors, Dispatching Operations

- a. On October 1 of each year, Supervisors, Dispatching Operations will bid for assignments in classification seniority order. Bidding will be accepted for 14 calendar days. Supervisors, Dispatching Operations may designate a proxy to submit a bid on their behalf. Supervisors, Dispatching Operations who do not submit a bid, or who are absent during the bidding window, will be allowed to bid at the end of the bidding process.

- b. Bidding will be conducted electronically via email or by phone if electronic communication is not available to the member. All bids will be forwarded to the Union Steward during the bidding period. If by phone, the Union Steward will reflect the time and date of the call, along with the bid in an email addressed to the Union Steward, the local president, and the local vice president. At the close of the bidding period, the Union Steward will forward all bids to the Senior Manager, Dispatching.

- c. Assignments will take effect on January 1 of the following year.

## 3. Communications Coordinators

- a. On May 1 and November 1 of each year, Communications Coordinators will bid for assignments in classification seniority order. Bidding will be accepted for 14 calendar days. Communications Coordinators may designate a proxy to submit a bid on their behalf. Communications Coordinators who do not bid, or who are absent during the bidding window, will be allowed to bid at the end of the bidding process.

- b. Bidding will be conducted electronically via email or by phone if electronic communication is not available to the member. All bids will be forwarded to the Union Steward during the bidding period. If by phone, the Union Steward will reflect the time and date of the call, along with the bid in an email addressed to the Union Steward, the local president, and the local vice president. At the close of the bidding period, the Union Steward will forward all bids to the Supervisor, Customer Relations.

- c. Assignments awarded during the May bidding period go into effect at the start of the first pay period in July. Assignments awarded during the November bidding period go into effect at the start of the first pay period in January.

#### 4. Vacant Shifts

- a. Any shift that is vacated for more than 30 days shall be posted for bid. Vacancies of less than 30 days or are connected to a leave of absence, shall be made available for "hold down." "Hold down" vacancies shall be filled based on classification seniority and qualification.
- b. Shifts left unbid may be filled using the lowest seniority unassigned Train Dispatcher or Supervisor, Dispatching Operations, respectively.
- c. An Employee, upon return from a leave of absence, where the shift was filled as prescribed in Section 4.a above, shall be allowed to return to a shift where they can bump another employee in the same classification based on classification seniority.
- d. Management may assign a Relief Supervisor, Dispatching Operations to fill temporary vacancies where operationally necessary. In the event of a permanent vacancy, the vacant position will be posted for bid within two weeks. Management may temporarily change the schedule for up to 30 days, due to emergency reasons and will notify the Union 48 hours in advance of any such change where such advance notice is feasible.

#### D. Extra Board

- 1. Train Dispatchers assigned to the Extra Board are guaranteed forty (40) hours of pay per work week, even if scheduled to work for less than forty (40) hours. Supervisors, Dispatching Operations assigned to the Extra Board are guaranteed their weekly salary even if scheduled to work for less than forty (40) hours.
- 2. Extra Board personnel are guaranteed one day of rest per work week. Extra board personnel must respond to a work call within 90 minutes of receiving notification to report to work. Failure to respond to a work call will constitute a "missed call" which will require the unassigned extra board personnel to forfeit their forty hour of pay guarantee for that work week or for Supervisors, Dispatching Operations to not be paid for that day. Forfeiture can be remedied by being scheduled for the balance of the forty (40) hours.
- 3. Extra Board personnel who mark off after receiving a work call shall be subject to the following consequences:
  - a. On the first mark off, Train Dispatchers will lose the 40-hour pay guarantee for the week of the mark off. On the first mark off, Supervisors, Dispatching Operations,

shall be marked absent and not be paid for the day of the mark off.

- b. On the second mark off in the same calendar year, Train Dispatchers will lose their 40-hour pay guarantee and receive a written warning. On the second mark off in the same calendar year, Supervisors, Dispatching Operations, shall be marked absent and not be paid for the day of the mark off for the week of the mark off and receive a written warning.
  - c. On the third mark off in the same calendar year, Train Dispatcher will lose the 40-hour pay guarantee for the week of the mark off and shall lose one work weeks' of pay (be suspended from work for one-week) subject to the disciplinary provisions of this Agreement, if appropriate. On the third mark off in the same calendar year, Supervisors, Dispatching Operations shall be marked absent and not be paid for the day of the mark off and shall be suspended from work for one week.
  - d. Subsequent mark offs, beyond the third in the same calendar year, are grounds for dismissal.
  - e. Failure to respond to a work call shall constitute an unexcused absence and shall be grounds for discipline subject to the disciplinary provisions of this Agreement, if appropriate.
  - f. A mark off after receiving a work call may be excused by the Director, Dispatching Operations if he or she determines that the employee has provided supporting documentation of an extenuating circumstance.
4. If an Extra Board employee works more than eight (8) consecutive days, he or she shall receive Relief Pay. Relief Pay for purposes of this section shall be defined as follows for Train Dispatchers: twice the Train Dispatcher's hourly rate of pay. For Supervisors, Dispatching Operations, Relief Pay shall be defined as the annual salary divided by 2,080 and then multiplied by two per hour. Beyond the eighth (8<sup>th</sup>) consecutive day worked, the Extra Board employee must be given two consecutive days of rest. If the Employee is not given two consecutive days of rest, any day worked beyond the eighth (8<sup>th</sup>) day will be considered a consecutive work day for purposes of this paragraph.
5. When a Supervisor, Dispatching Operations is assigned to the Extra Board, he or she shall be provided at least a fifteen hour rest period between shifts.



E. Vacation Bidding

- a. All personnel are required to request up to eight vacation periods in a matrix of time over importance as follows:

	1st Vacation	2nd Vacation	3rd Vacation	4th Vacation	5th Vacation	6th Vacation	7th Vacation	8th Vacation
1st Choice								
2nd Choice								
3rd Choice								
4th Choice								
5th Choice								
6th Choice								
7th Choice								
8th Choice								

For Train Dispatchers and Supervisors, Dispatching Operations, vacation bidding will begin on November 1 effective for the next year. Bids for vacation will be accepted by the scheduler until December 1. Once the requests have been submitted, the scheduler will determine vacations based on seniority and importance. The scheduler will process each 1st vacation, 1st choice request on a seniority basis, meaning Train Dispatchers with the most seniority will typically receive their first choices. For Train Dispatchers with less seniority, in those instances where their first choice overlaps with another Train Dispatcher’s vacation and creates a situation where, if approved, more than two Train Dispatchers would be on vacation at the same time, the scheduler will attempt to approve the 2nd choice. Exceptions to this process are that a 1st vacation, 1st choice request by a lower seniority Train Dispatcher cannot be “bumped” by higher seniority Train Dispatcher’s 2nd vacation request (this methodology is applied for all subsequent

requests). This process continues until all requests are processed and either approved or individuals notified that a particular selection was not approved.

For Communications Coordinators, vacation bidding will occur twice a year, first on May 1, effective until the next bid, and second on November 1 effective until the next bid. Bids for vacation will be accepted by the scheduler until December 1. Once the requests have been submitted, the scheduler will determine vacations based on seniority and importance. The scheduler will process each 1st vacation, 1st choice request on a seniority basis, meaning Communications Coordinators with the most seniority will typically receive their first choices. For Communications Coordinators with less seniority, in those instances where their first choice overlaps with another Communications Coordinator's vacation and creates a situation where, if approved, more than two Communications Coordinators would be on vacation at the same time, the scheduler will attempt to approve the 2nd choice. Exceptions to this process are that a 1st vacation, 1st choice request by a lower seniority Communications Coordinator cannot be "bumped" by higher seniority Communications Coordinator's 2nd vacation request (this methodology is applied for all subsequent requests). This process continues until all requests are processed and either approved or individuals notified that a particular selection was not approved.

For purposes of this section, "seniority" is determined by the first day the employee is qualified to work in their current position. For example, the Supervisor, Dispatching Operations seniority is determined by the date of promotion or appointment to the title of Supervisor, Dispatching Operations.

b. Vacation Scheduling after Bidding Process

After the vacation schedule has been determined and posted, an employee may submit a request to change or cancel vacation, upon at least fourteen (14) days written notice. The scheduler will accommodate these requests in the order they are received and to the extent Metrolink can accommodate the requests.

**Article 20 Wages, Overtime and Other Additional Pays**

A. Wages: Train Dispatchers

1. Tier 1: Train Dispatchers earning less than \$92,000 as of the effective date of this Agreement shall have their wage adjusted to \$97,800 effective on the first full payroll period following ratification by Metrolink of this Agreement. Train Dispatchers in Tier 1 shall also receive the following wage increases during the term of this Agreement:

- a. Pay period that includes January 1, 2020: Two Percent (2%)

- b. Pay period that includes July 1, 2020: Two Percent (2%)
  - c. Pay period that includes January 1, 2021: Two Percent (2%)
  - d. Pay period that includes July 1, 2021: Two Percent (2%)
  - e. Pay period that includes January 1, 2022: Two Percent (2%)
  - f. Pay period that includes July 1, 2022: Two Percent (2%)
2. Tier 2: Train Dispatchers earning between \$97,000 and \$102,200 as of the effective date of this Agreement shall have their wage adjusted to \$104,000 effective on the first full payroll period following ratification by Metrolink of this Agreement. Train Dispatchers in Tier 2 shall also receive the following wage increases during the term of this Agreement:
- a. Pay period that includes January 1, 2020: One Percent (1%)
  - b. Pay period that includes July 1, 2020: One Percent (1%)
  - c. Pay period that includes January 1, 2021: One Percent (1%)
  - d. Pay period that includes July 1, 2021: One Percent (1%)
  - e. Pay period that includes January 1, 2022: One Percent (1%)
  - f. Pay period that includes July 1, 2022: Three-Quarter of One Percent (.075) to be equal to \$110,138.85
3. Tier 3: Train Dispatchers earning greater than \$102,200 as of the effective date of this Agreement shall receive the following wage increases during the term of this Agreement:
- a. Effective first full payroll period after ratification by Metrolink of this Agreement: Two Percent (2%)
  - b. Pay period that includes July 1, 2019: Two Percent (2%)
  - c. Pay period that includes January 1, 2020: One Percent (1%)
  - d. Pay period that includes July 1, 2020: One Percent (1%)
  - e. Pay period that includes January 1, 2021: One Percent (1%)
  - f. Pay period that includes July 1, 2021: One Percent (1%)

- g. Pay period that includes January 1, 2022: One Percent (1%)
- h. Pay period that includes July 1, 2022: Three-Quarter of One Percent (.075)

Appendix "A" is the wage scale for the wage increases in this section.

B. Wages: Supervisors, Dispatching Operations

1. Tier 1: Supervisors, Dispatching Operations earning less than \$111,000 as of the effective of this Agreement shall have their wage adjusted to \$115,000.80 effective on the first full payroll period following ratification by Metrolink of this Agreement. Supervisors, Dispatching Operations in Tier 1 shall also receive the following wage increases during the term of this Agreement:
  - a. Pay period that includes January 1, 2020: Two Percent (2%)
  - b. Pay period that includes July 1, 2020: Two Percent (2%)
  - c. Pay period that includes January 1, 2021: Two Percent (2%)
  - d. Pay period that includes July 1, 2021: Two Percent (2%)
  - e. Pay period that includes January 1, 2022: Two Percent (2%)
  - f. Pay period that includes July 1, 2022: Two Percent (2%)
2. Tier 2: Supervisors, Dispatching Operations earning between \$110,000 and \$119,000 as of the effective date of this Agreement shall have their wage adjusted to \$123,500 effective on the first payroll period following ratification by Metrolink of this Agreement. Supervisors, Dispatching Operations in Tier 2 shall also receive the following wage increases during the term of this Agreement:
  - a. Pay period that includes January 1, 2020: One Percent (1%)
  - b. Pay period that includes July 1, 2020: One Percent (1%)
  - c. Pay period that includes January 1, 2021: One Percent (1%)
  - d. Pay period that includes July 1, 2021: One Percent (1%)
  - e. Pay period that includes January 1, 2022: Three-Quarters of One Percent (.075)

Appendix "B" is the wage scale for the wage increases in this section.

C. Salaries: Communications Coordinators

1. Tier 1: Effective on the first full payroll period following ratification by Metrolink of this Agreement, all Communications Coordinators shall be moved from the Grade G to Grade H salary grade. Communications Coordinators shall have their salary adjusted to \$61,500. Communications Coordinators shall also receive the following wage increases during the term of this Agreement:
  - a. Pay period that includes January 1, 2020: Two Percent (2%)
  - b. Pay period that includes July 1, 2020: Two Percent (2%)
  - c. Pay period that includes January 1, 2021: Two Percent (2%)
  - d. Pay period that includes July 1, 2021: Two Percent (2%)
  - e. Pay period that includes January 1, 2022: Two Percent (2%)
  - f. Pay period that includes July 1, 2022: Two Percent (2%)
2. Tier 2: Any Communications Coordinator who earns more than \$61,500 at the time this Agreement is ratified by Metrolink, shall receive a salary increase of two percent (2%) effective on the first full payroll period following adoption of this Agreement by Metrolink and a two percent (2%) increase effective in the payroll period that includes July 1, 2019. Tier 2 Communications Coordinators then follow the wage increases for all Communications Coordinators, above.

Appendix "C" is the wage scale for the wage increases in this section.

D. New Hires

1. Train Dispatchers
  - a. Employees hired into the Train Dispatcher classification during the term of this Agreement shall be subject to the following wage schedule:

Step 1: (0-5 months of experience):	65% of the Tier II highest rate of pay
Step 2: (6-12 months of experience):	70% of the Tier II highest rate of pay
Step 3: (12-18 months of experience):	75% of the Tier II highest rate of pay
Step 4: (18-24 months of experience):	80% of the Tier II highest rate of pay
Step 5: (36 months of experience):	85% of the Tier II highest rate of pay

Step 6: (48 months of experience):	90% of the Tier II highest rate of pay
Step 7: (60 months of experience):	95% of the Tier II highest rate of pay
Step 8: (72 months of experience):	100% of the Tier II highest rate of pay applicable

Any Metrolink employee hired into the Train Dispatcher classification, without prior experience as a rail dispatcher shall start at Step 1. Metrolink may hire Train Dispatchers into steps above based on months or years of experience as a rail dispatcher outside of Metrolink.

Newly hired Train Dispatchers shall move up one Step on the six month (steps 2 to 4) or annual (steps 5 to 8) anniversary of their hiring as reflected in the table above plus the salary adjustments provided for Tier II employees listed above. Salary movements up the step shall be implemented on the first day of the payroll following the anniversary date.

For example, a Train Dispatcher hired on May 1, 2019 with two years of experience will be hired at Step 4 at the base salary of \$83,200 (.80 x \$104,000). This Train Dispatcher would receive a one-percent increase on the pay period that includes January 1, 2020. This Train Dispatcher would then move to Step 5 on May 1, 2020 and earn \$89,284 (.85 x \$105,400). This pattern would continue until the end of the term of this Agreement. See table below.

<b>Effective Date</b>	<b>Salary Placement</b>	<b>Salary Rate (Hourly/Annual)</b>
May 1, 2019	Step 4 (80%)	\$40.0000/\$83,200
January 1, 2020	1%	\$40.4000/\$84,032
May 1, 2020	Step 5 (85%)	\$42.9250/\$89,284

b. Dispatcher Mentorship Program

Metrolink may offer, when there is an anticipated vacancy within the following nine months, or discontinue a Dispatcher Mentorship Program to Communications Coordinators. Whether such a program is offered, discontinued and the selection of participants shall be solely within Metrolink’s discretion. The goal of the Dispatcher Mentorship Program shall be to develop a dispatching candidate. At no time will this Mentorship Program interfere with daily operations. The Mentorship Program period shall be no longer than nine (9)

months and will conclude with a determination by Metrolink as to whether the Communications Coordinator should be considered for a vacant Train Dispatcher position. If so, the dispatching candidate will be allowed to bid for any available vacancy within the Train Dispatcher classification and shall promote to that position. The probationary period for the Train Dispatcher promoted by this process shall be one year and shall include the length of time in the Mentorship Program. Train Dispatchers promoted by this process shall start on the wage progression at Step 2 above.

## 2. Supervisors, Dispatching Operations

Employees hired into the Supervisor, Dispatching Operations classification during the term of this Agreement shall be subject to the following wage schedule:

Step 1: (0-5 months of experience):	65% of the Tier II highest rate of pay
Step 2: (6-12 months of experience):	70% of the Tier II highest rate of pay
Step 3: (12-18 months of experience):	75% of the Tier II highest rate of pay
Step 4: (18-24 months of experience):	80% of the Tier II highest rate of pay
Step 5: (36 months of experience):	85% of the Tier II highest rate of pay
Step 6: (48 months of experience):	90% of the Tier II highest rate of pay
Step 7: (60 months of experience):	95% of the Tier II highest rate of pay
Step 8: (72 months of experience):	100% of the Tier II highest rate of pay

Any Metrolink Train Dispatcher hired into the Supervisor, Dispatching Operations classification, without prior experience as a supervisor or chief rail dispatcher shall start at Step 6. Metrolink may hire Supervisors, Dispatching Operations into steps above based on months or years of experience as a supervisor or chief rail dispatcher outside of Metrolink.

Newly hired Supervisors, Dispatching Operations shall move up one step progression on the six month (steps 2 to 4) or annual (steps 5 to 8) anniversary of their hiring as reflected in the table above plus the salary adjustments provided for Tier II employees listed above. Salary movements up the step shall be implemented on the first day of the payroll period following the anniversary date.

3. Communications Coordinators

Employees hired into the Communications Coordinator classification during the term of this Agreement shall have their initial salary set as follows:

Step 1	75% of the Tier I highest rate of pay
Step 2	80% of the Tier I highest rate of pay
Step 3	90% of the Tier I highest rate of pay
Step 4	95% of the Tier I highest rate of pay
Step 5	100% of the Tier I highest rate of pay

Anyone hired into the Communications Coordinator classification shall start at Step 1.

Newly hired Communications Coordinators shall move up one step on their annual anniversary of their hiring as reflected in the table above plus the salary adjustments provided for Tier I employees listed above. Salary movements up the step shall be implemented on the first day of the payroll period following the anniversary date.

E. Merit Pay Salary Increase

Members of the bargaining unit shall not be eligible to participate in the merit pay salary increase program offered to unrepresented employees. Members of the bargaining unit will still receive performance evaluations.

F. Work Week and Overtime

1. Work Week

The Fair Labor Standards Act defines a work period as a regularly recurring period of 168 hours in seven consecutive 24-hour periods. The 7-day work period need not coincide with the calendar week. For purposes of this Agreement, the 7-day work period begins at 0001 hours each Sunday and ends at 2359 hours the following Saturday.

2. Train Dispatchers

a. Train Dispatchers shall be assigned to eight hour and ten minute shifts. Train Dispatchers shall be paid overtime for hours worked in excess of eight hours in a day and over forty hours in a week.

b. Train Dispatchers, except those assigned to the Extra-Board, shall be assigned a work week of five (5) consecutive work days of eight (8)



consecutive work hours within a seven (7) day period and two consecutive days off.

- c. PTO leave does not count as “hours worked” for purposes of eligibility for overtime.

### 3. Supervisors, Dispatching Operations

- a. Supervisors, Dispatching Operations shall be assigned to eight hour shifts. Supervisor, Dispatching Operations are exempt from overtime.
- b. Supervisors, Dispatching Operations, except those assigned to the Extra-Board, shall be assigned a work week of five (5) consecutive work days of eight (8) consecutive work hours of work within a seven (7) day period and two consecutive days off.
- c. Any Supervisor, Dispatching Operations, required to work two complete shifts in any 24 hour period will receive eight hours of compensatory time off (“CTO”). CTO must be taken within three months of when it is earned and may be scheduled with prior approval from the Senior Manager, Dispatching. If a Supervisor, Dispatching Operations is denied three attempts to use CTO, the three-month deadline will be extended for one additional month. CTO is distinct from PTO and may not be accrued or cashed out upon termination of employment.
- d. PTO leave does not count as “hours worked” for purposes of eligibility for overtime.

### 4. Communications Coordinators

- a. Communications Coordinators shall work a forty (40) hour work week under either a 4/10, 9/80 or 5/40 schedule. If a Communications Coordinator is assigned a 4/10 schedule, the 4/10 weekly work schedule consist of four (4) consecutive work days of ten (10) working hours each excluding the meal period, followed by three (3) consecutive days off.
  - 1. If a Communications Coordinator is assigned to a 9/80 work schedule, the Communications Coordinator shall be paid overtime for hours worked in excess of forty hours in a week.
  - 2. For Communications Coordinators assigned to a 9/80 work schedule, the designated FLSA workweek shall begin exactly four hours after the start of his/her 8-hour shift on the day of the week that corresponds with the employee’s alternating regular day off.

3. If a Communications Coordinator is assigned to a 5/40 work schedule, he/she shall be assigned a work week of five (5) consecutive work days of eight (8) consecutive work hours of work within a seven (7) day period and two consecutive days off and shall be paid overtime for hours worked in excess of forty hours in a week.
4. If a Communications Coordinator is assigned to a 4/10 work schedule, he/she shall be paid overtime for hours worked in excess of forty hours in a week.

b. PTO leave does not count as “hours worked” for purposes of eligibility for overtime.

G. Additional Pay:

1. Training Differential: Effective the first day of the first pay period following Metrolink Board approval of the Agreement, employees who are designated and identified as trainers by Metrolink will receive a ten percent (10%) hourly rate pay differential when assigned to train a Train Dispatcher, Supervisor, Dispatching Operations or Communications Coordinator.
2. Off-Assignment Differential: Effective the first day of the first pay period following Metrolink Board approval of the Agreement, employees who are off-assignment shall receive compensation equal to 1.5 times their hourly rate for all time spent on the off-assignment. Employees are considered off-assignment if they are scheduled or called to work a shift other than the shift they are assigned to work.
3. When a Train Dispatcher qualified to perform the functions of a Supervisor, Dispatching Operations is assigned by a Senior Manager, Dispatching or the Director, Dispatching Operations to perform the duties of a Supervisor, Dispatching Operations for at least two hours, the Train Dispatcher so assigned shall receive, for each Supervisor, Dispatching Operations shift he or she works (a) a minimum of eight (8) hours straight time pay; and (b) a premium in an amount equal to three hours of pay at the Train Dispatcher’s straight-time hourly rate.
  - a. A Train Dispatcher is qualified to perform the functions of a Supervisor, Dispatching Operations when he or she has been trained for at least 20 working days and his/her trainer (who must be a Supervisor, Dispatching Operations) concurs with management that the Train Dispatcher is qualified.

- b. This premium shall not apply to hours spent training to perform the duties of a Supervisor, Dispatching Operations.
- 4. Any Supervisor, Dispatching Operations required to work two complete shifts in any 24 hour period will receive eight (8) hours of compensatory time off (“CTO”). CTO must be taken within three months of when it is earned and may be scheduled with prior approval from the Senior Manager, Dispatching. If a Supervisor, Dispatching Operations is denied three attempts to use CTO, the three-month deadline will be extended for one additional month. CTO is distinct from PTO and may not be accrued or cashed out upon termination of employment.
- 5. When an employee is acting in a temporary vacant position or one which has no regularly assigned incumbent, or when an employee assumes a significant portion of the responsibilities of a job classification at a higher salary grade, where the assignment will last a minimum of thirty (30) days, the employee is eligible for acting pay after assuming the higher level job classification or responsibilities. The amount of the temporary salary adjustment will be the minimum of the higher salary grade not to exceed a fifteen percent (15%) increase, or a five percent (5%) increase, whichever is greater. All requests to receive acting pay shall be recommended by the manager and approved by the Director, Human Resources or designee. Acting assignments may be rotated at any time.

**Article 21     Benefits**

**A.     Medical**

- 1. Metrolink offers a choice of ten (10) medical plan options provided through the California Public Employees' Retirement System (CalPERS). An employee may choose from seven (7) Health Maintenance Organization (HMO) plans and three (3) Indemnity/Preferred Provider Organization (PPO) plans. The medical plan options are set by CalPERS and are subject to change by CalPERS.
- 2. For the plans with the two highest premiums, Metrolink will contribute 80 percent and employees will contribute 20 percent of the premium for employee and eligible dependents. For all other plans, Metrolink will contribute 90 percent and employees will contribute 10 percent of the premium for the employee and eligible dependents.
- 3. An employee may waive coverage if covered under another group health plan. An employee seeking to waive coverage must provide proof of coverage under another group health plan. Once an employee waives coverage, the employee will

only be allowed to enroll during Open Enrollment or within 60 days from the date on which the other coverage is no longer available (proof is required). If an employee elects to waive coverage, the employee will receive \$300.00 per month taxable earnings, paid in two installments of \$150 each on the first two paychecks of the month. A retiree or an employee who is a spouse, child, or any other eligible dependent of another Metrolink employee is not eligible for the opt out/cash in lieu credit if he/she is covered under a Metrolink health plan.

4. Eligibility for medical insurance begins the first of the month following hire date or qualifying event.
5. The Parties agree to reopen this Agreement on the single issue of medical coverage and bargain over that issue if the “Cadillac tax” provisions of the federal Affordable Healthcare Act take effect during the term of this Agreement. Any changes to this Agreement pursuant to this reopener are subject to mutual agreement in writing and neither party may take unilateral actions.
6. The Parties agree to reopen the terms of this Agreement if the United States Supreme Court declares the federal Affordable Healthcare Act unconstitutional and CalPERS subsequently declares that its healthcare options will change as a result. The parties agree to reopen on the single issue of medical coverage and bargain over this issue. Any changes to this Agreement pursuant to this reopener are subject to mutual agreement in writing and neither party may take unilateral actions.

B. Dental

1. Metrolink offers two dental options provided by Delta Dental: DeltaCare (HMO) program and Delta Dental PPO. Metrolink pays the full premium for coverage for an employee and their eligible dependents under both plans.
2. Eligibility begins the first of the month following hire date or qualifying event.
3. Metrolink reserves the right to change providers and otherwise manage these programs so long as the benefits and benefit levels remain the same.

C. Vision

1. Metrolink offers two (2) vision plans through Vision Service Plan (VSP), providing coverage for eye examinations, prescription eyewear and contact lenses through network providers. An employee has the option of seeing out-of-network providers, but full reimbursement is not guaranteed. If an employee enrolls in the VSP Basic Plan, Metrolink pays the full premium for coverage of you and your eligible dependents. If an employee enrolls in the VSP Buy-up Plan, which offers

enhanced vision benefits, the employee pays the difference between the cost of the Basic Plan and the Buy-up Plan.

2. Eligibility begins the first of the month following hire date or qualifying event.
3. Metrolink reserves the right to change providers and otherwise manage these programs so long as the benefits and benefit levels remain the same.

#### D. Other Benefits

Metrolink also provides the following benefits. Metrolink reserves the right to change providers and otherwise manage these programs so long as the benefits and benefit levels remain the same.

##### 1. Flexible Spending Account (FSA)

Employees have the option to utilize Flexible Spending Accounts (FSA) which allows for the deferral of pre-tax dollars to be used for reimbursement of eligible medical and dependent care expenses. Members may set aside up to \$2,700 for health care expenses and \$5,000 per family for dependent care expenses annually.

##### 2. Group Life Insurance

Metrolink will provide a life insurance benefit for an amount equal to one times a member's annual salary, rounded to the nearest \$1,000 to a maximum of \$200,000. The life insurance benefit will reduce to 65% at age 65 and 55% at age 70. Eligibility begins the first of the month following hire date or qualifying event.

Metrolink will also provide, at the option of the member, a voluntary life insurance plan which may be purchased in increments of \$10,000 to a maximum of \$100,000 without evidence of insurability, during the initial enrollment period, and up to five (5) times the member's annual salary to a maximum of \$500,000 with evidence of insurability.

Dependent life options are also available. The voluntary plan is portable. Employees may retain it if they leave Metrolink and pay the premium.

##### 3. Accidental Death & Dismemberment

Metrolink will provide an accidental death and dismemberment insurance policy for an amount equal to one times the employee's annual salary, rounded to the nearest \$1,000, up to a maximum of \$200,000. The AD&D insurance benefit will reduce to 65% at age 65 and 55% at age 70. Eligibility begins the first of the month following the hire date or qualifying event.

Metrolink will also provide, at the option of the member, a voluntary plan which may be purchased in increments of \$10,000, subject to a maximum of the lesser of five (5) times the employee's annual salary or \$500,000. Dependent AD&D options are also available at the employee's cost.

#### 4. Long Term Disability

Metrolink will provide for long term disability insurance income replacement of 60 percent of monthly earnings subject to a maximum benefit of \$7,500 per month up to age 65. In order to qualify, you must be on disability for 90 days. Eligibility begins the first of the month following hire date or qualifying event.

#### 5. Employee Assistance Program

Metrolink offers employees, and the employee's immediate and dependent family members confidential counseling 24 hours a day, 7 days a week for family, personal, work-related and substance abuse issues through the EAP. Employees are entitled to a telephone session(s) with a trained EAP professional to assess the nature of the problem and provide a referral for additional assistance, if needed. Services also include three (3) face-to-face sessions with a counselor per family member per six-month period.

#### 6. Health Advocacy Services

Metrolink offers employees and eligible dependents free health advocacy services through Health Advocate.

#### 7. Educational Assistance

Metrolink will reimburse an employee up to \$1,000 per fiscal year for tuition, books, and mandatory student fees for courses that are relevant to employment. No reimbursement is allowed for parking.

#### 8. Professional Memberships

Metrolink will pay for professional membership. The amount of the payment for the professional membership is based on the amount budgeted by Metrolink.

#### 9. Bereavement Leave

In the event of death in an employee's immediate family, Metrolink grants up to three working days, with pay, to handle family affairs and to attend the funeral. When an employee needs to travel outside the radius of the five-member agencies due to the death of an immediate family member, Metrolink grants up to five working days, with pay. "Immediate family member" for purposes of this section means employee's spouse,

domestic partner, child, stepchild, parent, grandparent, spouse's grandparent, grandchild, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a domestic partner.

E. Retiree Medical

1. Employees hired before the first day of the first payroll period following adoption by the Board:

Employees hired before the first day of the first payroll period following adoption by the Board shall be eligible for medical coverage upon retirement if an employee's separation date and retirement date are within 120 days of each other. Metrolink will pay the same amount for retirees as it does for actives, which is 80 or 90 percent of the applicable premium, depending on the plan.

2. Employees hired on or after the first day of the first payroll period following adoption by the Board:

Any Employee hired on or after the first day of the first full pay period following adoption of this Agreement by the Board, shall be eligible for retiree health medical benefits as set forth in California Government Code section 22893 and as set forth in Metrolink's Resolution 18-97.

F. 401(a) Contribution: Train Dispatchers and Supervisors, Dispatching Operations

1. Employees hired before the first day of the first payroll period following adoption by the Board:

Train Dispatchers and Supervisors, Dispatching Operations, hired before the first day of the first payroll period following adoption by the Board], shall receive a five percent (5%) of an employee's base earnings to a money purchase plan. Employees will be 100% vested in the plan upon reaching five (5) years of service.

1. Employees hired on or after the first day of the first payroll period following adoption by the Board:

Train Dispatchers and Supervisors, Dispatching Operations, hired on or after the first day of the first full pay period following adoption of this Agreement by the Board, shall no longer be eligible for the 401(a) five percent (5%) contribution of base salary benefit.

G. Retirement: Communications Coordinators

1. Classic Members (As defined by PEPRA): Metrolink contracts with the California Public Employees' Retirement System (CalPERS). Metrolink shall make the employee contribution of seven percent (7%) in addition to the employer's contribution.
2. New Members (As defined by PEPRA): Metrolink contracts with the California Public Employees' Retirement System (CalPERS). Employees shall make an employee contribution equal to fifty percent of the normal cost rate of benefits. This contribution is subject to change each year as determined by CalPERS. Metrolink pays an employer contribution, which varies each year.

H. Pensions: Train Dispatcher and Supervisor, Dispatching Operations

Dispatching members receive retirement-survivor and unemployment/sickness benefits under the Railroad Retirement Act (RRA) and the Railroad Unemployment Insurance Act (RUIA). These programs provide income protection during old age and in the event of disability, death or temporary unemployment and sickness. The 2019 Tier I tax rate is 6.20 percent of compensation for employees and 6.20 percent for employers for retirement and disability, and 1.45 percent of compensation for employees and 1.45 percent for employers for Medicare hospital insurance. The maximum amount of an employee's compensation subject to the Tier I tax in 2019 is \$132,900. The Medicare-hospital insurance tax is applied to all compensation. The 2019 Tier II tax rate is 4.90 percent of compensation for employees and 13.10 percent for employers. The maximum amount of an employee's compensation subject to the Tier II tax in 2019 is \$98,700.

Additional Medicare Hospital Insurance Tax: As of January 1, 2013, employees are required to pay an additional 0.9 percent Medicare tax on compensation above \$200,000 (for those who file an individual return) or \$250,000 (for those who file a joint return). This additional hospital insurance tax is not reflected in the rate above.

I. Holidays

Employees shall be provided ten holidays per year: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Employees shall be paid eight (8) hours of holiday pay on these holidays. Employees on a 4/10 or 9/80 schedule, will be required to use PTO leave to cover the additional required hours of their shift.

Holidays are paid at the Employee's regular rate of pay, if not worked. Non-Exempt Employees working holidays, in addition, shall be paid at one and one-half times their regular rate of pay for hours worked. Supervisors, Dispatching Operations, who are



exempt employees, who are required by their manager to work on a holiday shall be paid eight (8) hours of holiday pay in addition to their regular pay for that day.

J. Deferred Compensation Plan (457)

Employees may set aside a portion of their current income without paying taxes on that money until it is received later during retirement when taxes may be lower. Employees may defer up to 100 percent of their gross compensation or \$19,000 annually, whichever is less ("normal contribution limit"). Employees may make an additional \$6,000 contribution to the plan if they are age 50 and older. If a member is within three years of the age in which they are eligible to receive full benefits, under the CalPERS retirement plan, they may contribute up to double the normal contribution limit, or \$38,000.

K. Transportation Passes

1. All active employees are eligible to receive a Metrolink system-wide pass providing unlimited free access to all Metrolink lines and trains for the duration of their employment with Metrolink. These system-wide Metrolink passes cannot be used to connect to other public transportation.
2. Additionally, Metrolink provides employees who are eligible to receive transportation pass benefits, as described in Human Resources Policies and Procedures No. 1.1, with a free commuter transit pass to ride any greater Los Angeles area transit system other than Metrolink (such as Metro, Foothill Transit, LADOT, and LOSSAN). The commuter transit pass has a value up to the monthly maximum tax-free transit pass amount established by the Internal Revenue Service. The employee is responsible for any transit fares above the IRS monthly cap. To receive this benefit, the Metrolink requires that the member use public transportation to commute to and from work at least three times per week. Non-Metrolink passes that exceed \$265 per month are subject to federal tax. The \$265 is the 2019 IRS limit and is subject to change in future years.
3. Employees may purchase a monthly Metrolink pass for their eligible dependents at a fifty percent (50%) discount. The employee's share of the fare will be deducted from the employee's paycheck each pay period.
4. Eligible retirees who retire from Metrolink within one-hundred twenty (120) days of their separation date and have at least five (5) years of Metrolink service will receive a system-wide Metrolink pass for themselves and their eligible dependents as part of their retiree benefits. These system-wide Metrolink passes cannot be used to connect to other public transportation.
5. Transportation passes/tickets issued to employees and retirees for themselves and/or their eligible dependents are exclusively for their use and are non-transferable.

**Article 22 Paid Time Off**

Employees in the bargaining unit will continue to accrue Paid Time Off (PTO) as provided in Metrolink Human Resources Policy 4.0 entitled “Other Benefits-Paid Time Off (PTO).”

A. Accrual

1. Accrual Rate. While in paid status, each employee in the bargaining unit will accrue PTO based on the number of consecutive years of service with Metrolink, including any applicable service credit provided to employees prior to the effective date of this Agreement, as follows:

Years of Service	Maximum Biweekly Accrual (in hours)	Hourly Accrual Rate	Annual Equivalent (in hours/days)*	Maximum Accrual Balance Allowed (in hours)**
0 thru 4	7.69 hours	0.096125	199.94 hrs/25 days	599.82
5 thru 6	9.23 hours	0.115375	239.98 hrs/30 days	719.94
7	9.85 hours	0.123125	256.10 hrs/32 days	768.30
8	10.16 hours	0.127000	264.16 hrs/33 days	792.48
9	10.47 hours	0.130875	272.22 hrs/34 days	816.66
10 thru 14	10.77 hours	0.134625	280.02 hrs/35 days	840.06
15 thru 19	11.70 hours	0.146250	304.20 hrs/38 days	912.60
20 or more+	12.93 hours	0.161625	336.18 hrs/42 days	1008.54

\*Approximate number of hours/days.

\*\*PTO will stop accruing after reaching this amount.

PTO leave will not accrue during leaves of absence without pay unless required by law.

For Train Dispatchers and Supervisors, Dispatching Operations hired after the date of this Agreement, prior service, as validated by the Human Resources Department, at a Class 1 rail carrier shall be counted towards an employee’s total service years to increase the employee’s PTO accrual rate.

Example: Employee is hired as a full time employee on June 1, 2000, and does not take leave without pay. On June 1, 2005, he/she has five years of service and begins to earn PTO at the rate of 9.23 hours of PTO per pay period. On June 1, 2010, he/she has ten years of service and begins to earn 10.77 hours of PTO per

pay period. On June 1, 2015, he/she has 15 years of service and begins to earn 11.70 hours per pay period.

While in paid status, an employee who works less than a full-time schedule accrues PTO on a pro rata basis, based on the above accrual rates. This includes employees who are temporarily working less than full-time.

2. Holiday. During PTO. If a Metrolink holiday occurs while an employee is on vacation, such holiday time is not deducted from the amount of PTO to which the employee is entitled.
3. Maximum PTO Accumulation. PTO leave may be accumulated to no more than two times the employee's annual accrual rate. The maximum PTO accrual shall be prorated for employees who work less than a full-time schedule. The PTO accrual rate for all employees who have reached the maximum accrual amount allowed shall be zero (0) days per year. For example, a full time employee with ten years of service who does not take leave without pay accrues 280.02 hours of PTO per year. Thus, the maximum balance of unused PTO the employee may maintain during his/her tenth year is 560.4 hours. Once the employee reaches the maximum accrual amount, the employee will not accrue any additional PTO time until his/her balance falls below 560.4 hours.
4. Partial Day Absences. Employees are required to use PTO leave for partial and full day absences. Employees can make up lost work time for partial day absences on the same day or another day within the same workweek as defined in Article 19 of this CBA, without using PTO leave to cover the time off, with prior approval from their manager. If an employee does not have sufficient PTO hours to cover an absence, the time off shall be unpaid. Unpaid leaves of absence that exceed fifteen (15) workdays require approval from the Chief Executive Officer or designee, except for leaves of absences covered under state or federal law.
5. PTO Pay Upon Separation. Upon separation employees will receive compensation at their current salary rate for all unused PTO leave, accrued up to and including the date of separation.
6. PTO Sellback. To comply with Section 451 of the IRS Code, by December 31 of each year, employees may request to sell back up to two hundred (200) hours of accrued, unused PTO, subject to funding availability. Employees will be paid for the PTO elected to be sold back to Metrolink by December 31 of the following year. Procedures for applying for the sellback option are determined by Metrolink management. The sellback option may be exercised, subject to the limitations and conditions listed below:

- a. Employees must use at least eighty (80) hours of PTO during the twelve (12) month period immediately preceding the date of their sellback, and must maintain at least eighty (80) hours of unused PTO, before exercising the sellback option.
- b. The sellback option may be exercised twice in any given calendar year, but the total hours elected to sell back may not exceed 200 hours.
- c. The payment for selling back PTO shall be computed based on the employee's regular hourly rate of pay.
- d. At the time of election, the employee may elect to be paid in cash, subject to all federal and state income tax withholdings, or have a portion or all the money deposited into Metrolink's 457 Deferred Compensation Plan, less applicable taxes.
- e. An employee separating from Metrolink will be paid for all accrued, unused PTO through his/her separation date. Payment shall be computed based on the employee's final, regular hourly rate of pay.

7. PTO Donation. Employees may donate PTO per the status quo as of January 24, 2019.

**B. Other Leaves**

The parties agree that Metrolink's policies with respect to other leaves apply and cover employees under this agreement as consistent with state and federal Law.

**Article 23 Leaves of Absence**

**SECTION 1. Legally Protected Leaves**

The employee shall provide leave in accordance with all relevant local, state and/or federal laws. Such leave shall include, but not limited to, pregnancy disability leave, USERRA, FMLA, and CFRA. This section shall not be subject to the grievance procedure.

**SECTION 2. Union Office Leave**

An employee's election as an officer or member of the Executive Board of the Union or appointment to act on Union business shall be considered a good and sufficient reason for a leave of absence. Any employee elected or appointed a full-time position in the union shall be given an unpaid leave of absence for up to the term of the office. Upon return from such leave of absence, the employee shall be reinstated without loss of seniority at the current rate of pay or any other

benefits entitled to, but not during the period of absence except as stated elsewhere in this CBA. Employees who take leave under this provision may be required to complete retraining at management's discretion, or if required by law or regulation, or if requested by the employee.

### SECTION 3. Working While On Leave

Any employee who accepts gainful occupation while on leave except as herein specified terminates their employment with Metrolink, unless such employment is approved by both Metrolink and the Union prior to such employment.

### SECTION 4. Jury Duty

An employee who is summoned to serve on a jury must submit a copy of the jury duty summons to his or her supervisor as soon as possible after receiving it. During jury duty, Metrolink shall compensate the employee for eight (8) hour days or forty (40) hours per week maximum for jury duty service, up to a maximum of ten days or the length of the case, whichever is less. Time spent on jury duty is not work time for purposes of calculating overtime compensation. Employees must repay Metrolink any amounts they receive from the court for jury service, less payment for mileage. Employees are to notify Metrolink after being released from jury duty.

## **Article 24 Railroad Retirement Board Segregation**

### SECTION 1.

The parties are aware that the Supervisors, Dispatching Operations and Train Dispatchers participate in Railroad Retirement.

The goal of both parties is to avoid changes to the Railroad Retirement covered status of the Supervisors, Dispatching Operations and Train Dispatchers, and to the CalPERS status of all other Metrolink employees.

If either party believes that any element of the collective bargaining between the parties would impact the Railroad Retirement status (covered or non-covered) of any Metrolink employee, the parties agree to informally consult with the labor or management member (as appropriate) of the Railroad Retirement Board. The parties further agree to meet and confer with each other after consulting, with the goal of reducing the risk of any change to Railroad Retirement status.

Nothing in this provision affects the legal right of Metrolink or the Union to seek a ruling from the Railroad Retirement Board and/or CalPERS as to the covered status or change in status of any employee or group of employees.

### SECTION 2.

If the Railroad Retirement Board (RRB) or CalPERS adds or subtracts classifications from the present coverage (that is, Train Dispatchers and Supervisors, Dispatching Operations in Railroad Retirement and all other Metrolink classifications covered under CalPERS), the parties agree to

reopen this contract on the single issue of addressing the financial impact of any such retirement coverage changes. Any changes to this Agreement pursuant to this reopener are subject to mutual agreement in writing and neither party may take unilateral actions.

## Appendix A Train Dispatcher Salary Schedule

### Article 20 - Train Dispatchers

#### Tier I: Less than \$92,000

Effective Date	Rate of Increase	Hourly Rate	Annual Rate
First full pay period following ratification	New Rate	\$ 47.0193	\$ 97,800.14
January 1, 2020	2%	\$ 47.9597	\$ 99,756.15
July 1, 2020	2%	\$ 48.9189	\$ 101,751.27
January 1, 2021	2%	\$ 49.8973	\$ 103,786.30
July 1, 2021	2%	\$ 50.8952	\$ 105,862.02
January 1, 2022	2%	\$ 51.9131	\$ 107,979.26
July 1, 2022	2%	\$ 52.9514	\$ 110,138.85

#### Tier II: Between \$97,000 - \$102,200

Effective Date	Rate of Increase	Hourly Rate	Annual Rate
First full pay period following ratification	New Rate	\$ 50.0000	\$ 104,000.00
January 1, 2020	1%	\$ 50.5000	\$ 105,040.00
July 1, 2020	1%	\$ 51.0050	\$ 106,090.40
January 1, 2021	1%	\$ 51.5151	\$ 107,151.30
July 1, 2021	1%	\$ 52.0302	\$ 108,222.82
January 1, 2022	1%	\$ 52.5505	\$ 109,305.05
July 1, 2022	0.75%	\$ 52.9514	\$ 110,138.85

#### Tier III: Greater Than \$102,200 (A)

Effective Date	Rate of Increase	Hourly Rate	Annual Rate
First full pay period following ratification	2%	\$ 52.0073	\$ 108,175.18
July 1, 2019	2%	\$ 53.0474	\$ 110,338.69
January 1, 2020	1%	\$ 53.5779	\$ 111,442.07
July 1, 2020	1%	\$ 54.1137	\$ 112,556.50
January 1, 2021	1%	\$ 54.6548	\$ 113,682.06
July 1, 2021	1%	\$ 55.2014	\$ 114,818.88
January 1, 2022	1%	\$ 55.7534	\$ 115,967.07
July 1, 2022	0.75%	\$ 56.1715	\$ 116,836.82

#### Tier III: Greater Than \$102,200 (B)

Effective Date	Rate of Increase	Hourly Rate	Annual Rate
First full pay period following ratification	2%	\$ 50.2695	\$ 104,560.56
July 1, 2019	2%	\$ 51.2749	\$ 106,651.77
January 1, 2020	1%	\$ 51.7876	\$ 107,718.29
July 1, 2020	1%	\$ 52.3055	\$ 108,795.47
January 1, 2021	1%	\$ 52.8286	\$ 109,883.43
July 1, 2021	1%	\$ 53.3569	\$ 110,982.26
January 1, 2022	1%	\$ 53.8904	\$ 112,092.08
July 1, 2022	0.75%	\$ 54.2946	\$ 112,932.77

#### Tier III: Greater Than \$102,200 (C)

Effective Date	Rate of Increase	Hourly Rate	Annual Rate
First full pay period following ratification	2%	\$ 50.6647	\$ 105,382.58
July 1, 2019	2%	\$ 51.6780	\$ 107,490.23
January 1, 2020	1%	\$ 52.1948	\$ 108,565.13
July 1, 2020	1%	\$ 52.7167	\$ 109,650.78
January 1, 2021	1%	\$ 53.2439	\$ 110,747.29
July 1, 2021	1%	\$ 53.7763	\$ 111,854.76
January 1, 2022	1%	\$ 54.3141	\$ 112,973.31
July 1, 2022	0.75%	\$ 54.7214	\$ 113,820.61

\*Amounts listed above reflect estimated numbers.

**Appendix B Supervisor, Dispatching Operations Salary Schedule**

**Article 20 - Supervisor, Dispatching Operations**

**Tier I: Less than \$111,000**

<b>Effective Date</b>	<b>Rate of Increase</b>	<b>Annual Rate</b>
First full pay period following ratification	New Rate	\$ 115,000.80
January 1, 2020	2%	\$ 117,300.82
July 1, 2020	2%	\$ 119,646.83
January 1, 2021	2%	\$ 122,039.77
July 1, 2021	2%	\$ 124,480.56
January 1, 2022	2%	\$ 126,970.18
July 1, 2022	2%	\$ 129,509.58

**Tier II: Between \$111,000 - \$119,000**

<b>Effective Date</b>	<b>Rate of Increase</b>	<b>Annual Rate</b>
First full pay period following ratification	New Rate	\$ 123,500.00
January 1, 2020	1%	\$ 124,735.00
July 1, 2020	1%	\$ 125,982.35
January 1, 2021	1%	\$ 127,242.17
July 1, 2021	1%	\$ 128,514.60
January 1, 2022	0.75%	\$ 129,478.45

**\*Amounts listed above reflect estimated numbers.**



## Appendix C Communications Coordinator Salary Schedule

### *Article 20 - Communications Coordinators (Grade G to H)*

#### **Tier I: Less Than \$61,500**

Effective Date	Rate of Increase	Hourly Rate	Annual Rate
First full pay period following ratification	New Rate	\$ 29.5673	\$ 61,500.00
January 1, 2020	2%	\$ 30.1586	\$ 62,729.98
July 1, 2020	2%	\$ 30.7618	\$ 63,984.58
January 1, 2021	2%	\$ 31.3771	\$ 65,264.28
July 1, 2021	2%	\$ 32.0046	\$ 66,569.56
January 1, 2022	2%	\$ 32.6447	\$ 67,900.95
July 1, 2022	2%	\$ 33.2976	\$ 69,258.97

#### **Tier II: Greater Than \$61,500**

Effective Date	Rate of Increase	Hourly Rate	Annual Rate
First full pay period following ratification	2%	\$ 31.2049	\$ 64,906.19
July 1, 2019	2%	\$ 31.8290	\$ 66,204.32
January 1, 2020	2%	\$ 32.4656	\$ 67,528.40
July 1, 2020	2%	\$ 33.1149	\$ 68,878.97
January 1, 2021	2%	\$ 33.7772	\$ 70,256.55
July 1, 2021	2%	\$ 34.4527	\$ 71,661.68
January 1, 2022	2%	\$ 35.1418	\$ 73,094.91
July 1, 2022	2%	\$ 35.8446	\$ 74,556.81

**\*Amounts listed above reflect estimated numbers.**

In witness whereof, the parties hereto have caused their duly authorized representatives to execute this CBA on February 8, 2019.

Amalgamated Transit Union,  
ATU Local 1277



Art Aguilar  
ATU President/Business Agent



Jeff Shaffer  
ATU Financial Recording Secretary/  
Assistant Business Agent



Avram Stanton  
Supervisor, Dispatching Operations



Johnny Reese  
Train Dispatcher



Roxahn Nunez  
Communications Coordinator

Southern California Regional Rail Authority/  
Metrolink



Stephanie N. Wiggins  
Chief Executive Officer



Don O. Del Rio  
General Counsel



Patricia Francisco  
Chief, Human Resources



Rod Bailey  
Deputy Chief Operating Officer



Sergio Marquez  
Director, Dispatching Operations



Anna Ho  
Acting Human Resources Manager



Sharon Castaneda  
Business Analyst, Legal