METROLINK

ATU Local 1277

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY/
METROLINK

AND

AMALGAMATED TRANSIT UNION,
ATU LOCAL 1277

January 1, 2023 – June 30, 2026

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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 Rail Traffic Controllers (previously titled "Train Dispatcher"), Rail Traffic Coordinators (previously titled "Supervisor, Dispatching Operations and/or Chief Dispatcher"), Communications Coordinators, Senior Customer Relations Representatives, and Customer Relations Representatives 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 Rail Traffic Controllers, Rail Traffic Coordinators, Communication Coordinators, Senior Customer Relations Representatives, and Customer Relations Representatives 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 January 1, 2023 and up to June 30, 2026.

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. For historical purposes, Metrolink chose in 2019 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

SECTION 1.

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

SECTION 2. Joint Labor Management Committee

1. Composition and Purpose

There shall be a Joint Labor Management Committee consisting of five (5) representatives appointed by the Union and up to an equal number of representatives appointed by SCRRA/Metrolink (which will include the Chief People Officer or their designee and members of management dependent upon the agenda items.) The Joint Labor-Management Committee will be formed for the purpose of reviewing, discussing and resolving issues of concern to either party in an effort to continue collaborative discussions as issues occur.

2. Employee Participation Without Loss of Compensation

Employees who are members of the Joint Labor Management Committee will be released from their work assignment to participate in the JLMC. If an employee who is a member of the Joint Labor Management Committee is regularly scheduled to work during the time a Joint Labor Management Committee meeting is being held, the employee shall be compensated for release time, paid at straight-time, for actual attendance at such a Joint Labor Management Committee meeting with a minimum of two (2) hours per employee per meeting and a maximum of five (5) hours (inclusive of the one hour pre-meeting release time for union stewards.) Employees do not earn overtime or premium pay during release time, and release time does not count as time worked for purposes of eligibility for overtime calculations. Effective April 30, 2023 release time counts as time worked for purposes of eligibility for overtime compensation. If an employee who is a member of the Joint Labor Management Committee is scheduled off on the day of the meeting, they may join the meeting on their own, unpaid time.

3. Frequency of Meetings

Meetings of the Joint Labor Management Committee shall be no longer than four (4) hours unless extended by mutual agreement and shall not be held more often than quarterly, except by mutual agreement. Employees will be required to report and/or return to their work assignment to account for their full shift hours. ATU 1277 may submit a proposed written agenda for each scheduled Joint Labor Management Committee meeting no later than seven (7) consecutive calendar days in advance of the scheduled meeting, not including the scheduled date for the meeting via email to the Chief People

Officer. Metrolink may add issues/concerns, if necessary. or submit an agenda if ATU did not submit one, no later than four (4) consecutive calendar days and return the final agenda to the President of ATU 1277. If both parties fail to provide an agenda within the above time frames, the meeting will be cancelled.

This Committee shall meet quarterly, in the months of March, June, September and December, beginning June 2023. Meetings shall be held on the 3rd Wednesday of the month unless otherwise mutually agreed.

Any agreement reached between the parties at a meeting shall be memorialized and signed by representatives of both parties.

The Joint Labor Management Committee meetings shall not serve as a meet and confer session, but may be used to discuss non-disciplinary grievances.

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 designee 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 with the exception of the Customer Relations Representative (CRR) and Senior Customer Relations Representative (SCRR) classifications which shall be represented by a single steward from either classification. An employee can choose which steward shall represent them in meetings where they have a right to have a steward present. 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 shall not perform union duties during their work hours and may leave their immediate work location to perform union duties with prior permission from their immediate supervisor and the Chief People Officer. Stewards must inform their department manager and the Chief People Officer (or designee) of the reason for leaving the area and the expected time the Steward expects to be absent from the work location as soon as practicable. 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 on a monthly basis and approved by the Chief People Officer.

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. Release time may include time for steward's representation for grievances, arbitrations, meet and confer, disciplinary meetings, negotiations and joint labor/management meetings. The 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. Effective April 30, 2023, if Metrolink requests or directs that the steward perform union duties during the

steward's work hours, such release time counts as time worked for purposes of eligibility for overtime compensation.

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. Within thirty (30) calendar days after the emergency is declared, ATU 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. If the declared emergency extends beyond thirty (30) days, ATU may request additional meetings.

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); one (1) at the Metrolink Operations Center (MOC); one (1) at Los Angeles Union Station (LAUS) 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.

Stewards, outside of scheduled hours, are allowed to distribute Union communications and materials to members directly during the Steward's non-working hours or at a mutually-agreed designated location, so long as the distribution of materials does not disrupt work operations, customer communications, or create an unsafe condition.

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 Rail Traffic Controller, 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.

A member's Classification Seniority shall accrue on the classification roster in the classification where they currently hold a position.

SECTION 2.

Layoff: Any employee may be subject to layoff. The order of layoff will be decided on seniority within 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 five (5) business days 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. Metrolink will also overnight the recall notice to ATU.

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 between classifications with the written agreement 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 three (3) business days.

2. Shortages of $100 or more will require the issuance of a special check no later than five (5) working days after verification of the error by the payroll department or be paid via direct deposit in the next paycheck if agreed to by the employee. The payroll department shall complete verification within three (3) business days.

In the event an employee is erroneously overpaid by Metrolink, the Union and 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. If the parties are unable to agree on a repayment schedule, then Metrolink may initiate legal proceedings for repayment.

Article 16 Probationary Period

SECTION 1. Application

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 for Rail Traffic Controller, Rail Traffic Coordinator and Communications Coordinator shall be one (1) year of continuous service from the date a new employee is hired into this bargaining unit. The initial probationary period for SCRRs and CRRs shall be 1040 hours of actual work. 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 CRR, SCRR, or Communications Coordinator promotes to a Rail Traffic Controller position, they shall serve a one (1) year probationary period.

SECTION 3. Failure of Initial Probation

An 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 their promotional probationary period or based on an employee's voluntary election, the employee may return to their prior classification, without loss of seniority in the prior classification, within ninety (90) days of the promotion. Employees who are released for disciplinary reasons during their promotional probationary period 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. 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 contendre, 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. Rail Traffic Controllers and Rail Traffic Coordinators: 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 appropriate Director, or designee and an employee, during which the Director, 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 appropriate Director, or designee and the employee about a continuing or serious performance problem or a rule violation. This conversation is followed by the Director, or 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 with the appropriate Director, or their designee, about a continuing or serious performance problem or failure to follow Metrolink policies, rules and regulations. The employee is made aware that they 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 issuance, by the appropriate Director, or designee of a 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 their decision to the appropriate Director, or designee the day after the DML through a written commitment to the supervisor on how they will successfully correct work performance and behavior. The appropriate Director, or 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. A discharge notice due to egregious behavior may include a description of the behavior and the reason for the discharge. The employee will sign an acknowledgement of receiving the discharge notice.

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 (40) 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.

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 Metrolink finds that the alleged misconduct is not sustained, the employee will return to work and be paid for the time off.

ii. If Metrolink 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 Metrolink 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.

   If either party fails to cooperate in scheduling any meeting within the deadlines set forth below, it shall result in a forfeiture by the party that fails to cooperate. The parties may extend the time to convene a meeting by mutual agreement.

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. If the grievance involves a disciplinary termination decision subject to appeal under Article 17, the Union must file its appeal in writing within ten (10) business days of the receipt of the termination decision. A grievance of termination shall be initiated at Step 3.

B. Grievance Procedure

1. Step 1:

If the grievance is over contract interpretation, it shall be filed in writing within ten (10) days of the incident giving rise to the grievance, or within ten (10) 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 of the respective classification, and copied to the Chief People Officer, 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 grievance shall be submitted on a mutually-agreed form, in person or via email. If submitted in person, it shall be signed and dated.

The Department Director, (or designee) shall schedule a meeting, within ten (10) calendar days and the meeting shall be convened within fifteen (15) business days upon receipt of the grievance. The meeting shall be held with the Union prior to making a determination and the Department Director (or designee) shall respond in writing to the Union within twenty (20) days of the meeting.

If the grievance is over a disciplinary decision, the Union must file the appeal in writing within ten (10) days of the receipt of the disciplinary decision. The Department Director (or designee) shall schedule a meeting within ten (10) days and the meeting shall be convened within fifteen (15) business days of the receipt of the grievance. The meeting shall be held prior to Metrolink making a determination and the Department Director (or designee) shall respond to the Union within twenty (20) days of the meeting.

If the grievance concerns a termination, the Union shall file it at Step 3, in writing, within ten (10) days of the Union's receipt of the notice of termination.

2. Step 2:

If dissatisfied with the Department Director's (or designee's) response at Step 1, the Union may appeal the grievance to the Department Chief (or designee), in writing, within ten (10) days of the receipt of the Step 1 response. The Step 2 grievance shall be submitted on a mutually-agreed form in person or via email. If submitted in person, it shall be dated and signed. The Department Chief (or designee) shall schedule a grievance meeting, within ten (10) calendar days and the meeting shall be convened within fifteen (15) business days, of the receipt of the Step 2 grievance. The meeting shall be held with the Union prior to making a determination. The Department Chief (or designee) shall respond in writing within twenty (20) days of the meeting.

3. Step 3:

If dissatisfied with the Department Chief's (or designee's) response at Step 2, the Union may appeal the grievance to the Chief Executive Officer, in writing, within ten (10) days of receipt of the Step 2 response. If the grievance concerns a termination, the Union shall file it at Step 3, in writing, within ten (10) days of the Union's receipt of the notice of termination. The Step 3 grievance shall be submitted on a mutually-agreed form, in person or via email. If submitted in person, it shall be signed and dated. The Chief Executive Officer (or designee) shall schedule a meeting within ten (10) calendar days and the meeting will be convened within fifteen (15) business days of receipt of the Step 3 grievance or the receipt of the initial grievance if it concerns a termination. At this meeting, both parties will be afforded an opportunity to present their position on the grievance. The CEO (or designee) 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 designee'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 designee, within fifteen (15) days of receipt of the Chief Executive Officer's decision at Step 3. The Step 4 grievance shall be submitted on a mutually-agreed form, in person or via email. If submitted in person, it shall be signed and dated.

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

SECTION 1. Rail Traffic Controllers & Rail Traffic Coordinators

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. Rail Traffic Controllers & Rail Traffic Coordinators

   i. Rail Traffic Controllers and Rail Traffic Coordinators shall be assigned to eight (8) hour and ten (10) minute shifts. Rail Traffic Controllers & Rail Traffic Coordinators shall be paid overtime for hours worked in excess of eight (8) hours in a day and over forty (40) hours in a week.

   ii. Rail Traffic Controllers and Rail Traffic Coordinators, except those assigned to the Extra-Board, shall be assigned a work week of five (5) consecutive workdays of eight (8) consecutive work hours within a seven (7) day period and two (2) consecutive days off.

   iii. PTO leave does not count as "hours worked" for purposes of eligibility for overtime.

B. Assignment/Scheduling Bidding

1. Rail Traffic Controllers

   i. On October 1 of each year, Rail Traffic Controllers will bid for assignments in classification seniority order. Bidding will be accepted until October 15 at 2359 hours. Rail Traffic Controllers may designate a proxy to submit a bid on their behalf. Rail Traffic Controllers who do not submit a bid have until October 17 at 2359 hours to select any available assignment. Members who are absent during the bidding window have 48 hours to select any available assignment when they return to duty.

      a. Bidding assignments, except those on the extra-board, must indicate the days off, shift, and the desk to be worked.

      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. Employees shall be released to their bidded and awarded assignments on the first Sunday of the new year. Mutual written agreement between Union and Metrolink may extend this. Once released, employees will be afforded all premium pays associated with the assignment released to. If the member will not be rested for a new assignment, they shall be paid for up to eight (8) hours (paid at straight time) until rested. Metrolink will abide by all rules and regulations regarding hours of service requirements.

d. If an employee requires training for an awarded assignment, a training schedule will be developed and implemented, after in-person or virtual notification to the Union. Training will be scheduled on the new bid/assigned shift and Metrolink will make every effort to schedule training on consecutive days until completed. Employees shall not be paid overtime for time spent during this training period, unless required to train beyond eight (8) hours in a day or forty (40) hours in a week.

2. Rail Traffic Coordinators

i. On October 1 of each year, Rail Traffic Coordinators will bid for assignments in classification seniority order. Bidding will be accepted until October 15 at 2359 hours. Rail Traffic Coordinators may designate a proxy to submit a bid on their behalf. Rail Traffic Coordinators who do not submit a bid, or who are absent during the bidding window, will be allowed to select any available assignment when they return to duty or at the end of the bidding window, whichever is applicable.

a. 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.

b. Bidded and awarded assignments will take effect on the first Sunday of the new year.

c. Employees shall be released to their bidded and awarded assignments on the first Sunday of the new year. Mutual written agreement between

Union and Metrolink may extend this. Once released, employees will be afforded all premium pays associated with the assignment released to.

C. Extra Board

1. Employees 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.

2. Extra Board personnel are guaranteed one scheduled day of rest per work week which will be clearly indicated during the bidding process.

i. A scheduled six (6) or more person Extra Board shall have at least one (1) assignment dedicated to each shift, totaling three assignments, biddable every quarter as follows:

Quarter	Jan 1 – Mar 31	Apr 1 – Jun 30	Jul 1 – Sep 30	Oct 1 – Dec 31
Bidding Window*	Dec 5 prior year	Mar 1	Jun 1	Sep 1

*Bids will be accepted for 48 hours from the date indicated.

a. The quarterly shift assignment bidding is only available to Rail Traffic Controllers assigned to the Extra Board.

b. Quarterly shift assignments will not be forced assigned.

c. The remaining Extra Board assignments will be available for all shifts.

ii. When an Extra Board member bids and is awarded a vacation request of five (5) consecutive days (or groupings of five (5) consecutive days) that starts the day immediately after their assigned rest day, the member will receive two (2) consecutive days off before and after the five days, inclusive of their assigned rest day. The member will only be required to use forty (40) hours of PTO for the total of nine (9) consecutive days off when they request five consecutive days off. For example, if an Extra Board member has their assigned rest day on Sunday, they shall have off Saturday (unpaid) and Sunday (unpaid) and will use PTO on Monday, Tuesday, Wednesday, Thursday, and Friday, and will be off on Saturday (unpaid) and Sunday (unpaid) and return to work on Monday.

If the Extra Board member requests PTO of five (5) consecutive days or more outside of the vacation bidding period, there is no guarantee that the employee will receive the two consecutive rest days before and after the request.

iii. If the Extra Board is scheduled for less than six (6) persons, Metrolink will implement the Hold Down language of Article 19, Section 5 or continue with the quarterly shift bids set forth above in Section C.2.i. Metrolink shall consult with

ATU prior to making the decision as which option to follow. The hold down language is inactive so long as the Extra Board is scheduled for six (6) or more persons.

3. On-call Period for Short Notice Vacancies

   i. A short notice vacancy is any assignment needing to be staffed with less than 24-hour notice.

   ii. Extra board personnel assigned to a shift are required to respond to the call period for the shift they are assigned to. Extra board personnel not assigned to a shift are required to respond to a work call during the on-call period for every shift. Those periods are as follows:

      a. First Shift – 0300 to 0630

      b. Second Shift – 1100 to 1430

      c. Third Shift – 1900 to 2230

   iii. Extra board personnel must be available via phone during the on-call period. Extra Board personnel must provide an accurate current phone number where they can be reached to Metrolink. Extra Board personnel must respond to a work call within fifteen 15 minutes of receiving notification to report to work and will have two (2) hours from notification to report for duty or the start of shift, whichever is greater.

   iv. Extra board personnel may still respond to a work call outside of the on-call period but are not required to do so.

4. Extra Board personnel who fail to respond within 15-minutes during an on-call period is considered a "missed call." Employees who mark off after receiving a work call or have a missed call shall be subject to the following:

   i. On the first mark off or missed call, Rail Traffic Controllers and Rail Traffic Coordinators will lose the 40-hour pay guarantee for the week of the mark off.

      a. Members may elect to use PTO or request to be scheduled a sufficient number of hours to balance a 40-hour work week. If the employee request to be scheduled a different shift to offset the hours, overtime will not apply.

   ii. On the second mark off or missed call in the same 12-month rolling period, Rail Traffic Controllers and Rail Traffic Coordinators will lose their 40-hour pay guarantee and receive a first written warning. The observable period for the first written warning may extend the rolling period, if applicable.

a. Members may elect to use PTO or request to be scheduled a sufficient number of hours to balance a 40-hour work week. If the employee request to be scheduled a different shift to offset the hours, overtime will not apply.

iii. On the third mark off or missed call in the same 12-month rolling period, Rail Traffic Controllers and Rail Traffic Coordinators will lose the 40-hour pay guarantee for the week of the mark off and-receive a second written warning. The observable period for the second written warning may extend the rolling period, if applicable.

iv. Subsequent mark offs beyond the third mark off in rolling 12-month period are grounds for dismissal.

v. A missed call or mark off after receiving a work call may be excused by the Director, Dispatching Operations if it is determined that the employee has provided supporting documentation of an extenuating circumstance.

5. An Extra Board who is called to work and released prior to arriving to the office will receive two (2) hours of pay. An Extra Board employee who reports to work and is sent home without working will be paid for four (4) hours of work.

6. If an Extra Board employee works more than eight (8) consecutive days, they shall receive Relief Pay. Relief Pay for purposes of this section shall be defined as twice the member's hourly rate of pay. Beyond the eighth (8th) consecutive day worked, the Extra Board employee must be given two (2) consecutive days of rest. If the employee is not given two (2) consecutive days of rest, any day worked beyond the eighth (8th) day will be considered a consecutive workday for purposes of this paragraph. Upon mutual written agreement, the employee can waive relief pay and be allowed to work and be paid in accordance with other premium pays described in this CBA.

7. Every effort shall be made to not schedule an Extra Board employee to work more than two (2) different shifts in a work week.

8. Every effort shall be made to provide employees assigned to the Rail Traffic Coordinator Extra Board a fifteen (15)-hour rest period. If required to work with less than fifteen (15) hours of rest, the member assigned to the Rail Traffic Coordinator Extra Board will be paid time and one-half their regular rate of pay for the second shift.

D. Scheduling

1. Metrolink shall develop, design, and implement work schedules that are 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 respective classification Director (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 in seniority order when overtime or temporary vacancies are available, and notifying the Union when positions are vacant. Overtime will be offered in seniority order, based on qualifications and hours of service restrictions. Management will call or text the Extra Board employee if the schedule change is made on the day the employee is on their guaranteed day off and the schedule change is for the day following the day off.

3. For all schedules, the Director (or designee) reserves the right to adjust the shift times, to adjust shifts, and to abolish assignments upon thirty (30) days' notice to the classification steward, if such adjustment(s) are made outside the bidding window (aka "Sadie Hawkins period").

    i. Any member displaced due to an abolished shift or assignment will not forfeit their awarded vacation(s). The member may elect to extend or shorten a vacation when requested by the scheduler.

4. When faced with an emergency as defined in Article 10 of the CBA, Metrolink will abide by Article 10.

SECTION 2. Communications Coordinators, Senior Customer Relations Representatives, and Customer Relations Representatives

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.

Communications Coordinators, Senior Customer Relations Representatives (SCRR), and Customer Relations Representatives (CRR) shall work a forty (40) hour work week under either a 4/10, or 5/40 schedule. Employees shall bid their assignment, including the number of days and hours, as set forth below.

i. If a Communications Coordinator, SCRR, or CRR is assigned a 4/10 schedule, the 4/10 weekly work schedule shall consist of four (4) consecutive workdays of ten (10) working hours each excluding the meal period, followed by three (3) consecutive days off.

ii. A Communications Coordinator, SCRR, or CRR assigned to a 4/10 work schedule shall receive eight (8) hours of pay for holidays.

iii. Should Communications Coordinators, SCRR, or CRR's be assigned to a 9/80 work schedule in the future, the designated FLSA workweek shall begin exactly four (4) hours after the start of their eight (8)-hour shift on the day of the week that corresponds with the employee's alternating regular day off.

iv. If a Communications Coordinator, SCRR, or CRR is assigned to a 5/40 work schedule, he/she shall be assigned a work week of five (5) consecutive workdays of eight (8) consecutive work hours of work within a seven (7) day period and two (2) consecutive days off.

v. PTO leave does not count as "hours worked" for purposes of eligibility for overtime.

vi. When mandated to work an overtime shift, employees, upon request, shall be provided at least eight (8) hours of rest unless mutually agreed upon by the employee and management.

B. Relief Assignment

a. If a Communications Coordinator, SCRR, or CRR is assigned to a relief assignment, he/she will provide coverage for vacations and scheduled PTO.

i. The member(s) assigned to a relief assignment will be utilized to cover scheduled vacations and PTO requests. The member will be used to cover

vacations of five (5) days or more first and then may be used to cover single PTO vacancies. The schedule will mirror an assignment's work week, including days off. The agency will not adjust the relief job schedule to avoid paying overtime.

ii. The relief assignment will have a schedule assigned to them at least two (2) weeks in advance and any changes made thereafter will require the member's agreement, in writing. If the member agrees to the changes, including all days and hours changed from the original posted schedule, they will be paid at the overtime rate (1.5 times their regular rate of pay) for the hours that are different than they were originally scheduled to work. Metrolink shall provide notification to the classification steward of the change in schedule.

iii. Temporary vacancies of less than thirty (30) days may be filled by the relief assignment. A temporary vacancy greater than thirty (30) days will be posted for bid and awarded based on classification seniority as defined in Article 19, Section 4.

C. Temporary Employees

Metrolink may employ up to six (6) temporary employees (Special Services Employees) to perform duties of the Communications Coordinator, SCRR, or CRR classifications. Metrolink may exceed this cap on a one to one ratio when a CRR, SCRR or Communications Coordinator is on an approved leave of absence exceeding ninety (90) days. Temporary employees shall not work more than one-thousand (1000) hours in a fiscal year. This provision shall not apply to employees who are hired into either the intern or SSE classification as part of the Job Corp, Wiley Center, Tierra del Sol, and other community engagement partnership programs. Metrolink agrees that it shall limit Job Corp participants to six (6) performing CRR duties at any one time.

D. Time Clocks

CRRs and SCRRs will clock in and out (for start and end of shift and start and end of meal period) via application downloaded into their Metrolink-issued cell phone. Employees must clock in and out from their assigned work location.

E. Assignment Bidding

1. On May 1 and November 1 of each year, Communications Coordinators, SCRRs, and CRRs will bid for assignments in classification seniority order. Bidding will be accepted for fourteen (14) calendar days. Members may designate a proxy to submit a bid on their behalf. Members who do not submit a bid, or who are absent during the bidding

window, will be allowed to select any available assignment when they return to duty or at the end of the bidding window, whichever is applicable.

2. 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 appropriate classification supervisor or manager.

3. Assignments awarded during the May bidding period go into effect at the start of the pay period that includes July 1. Assignments awarded during the November bidding period go into effect at the start of the pay period that includes January 1.

4. Employees shall be released to their bidded and awarded assignments on the first day of the pay period that includes January 1 or July 1. Mutual written agreement between the Union and Metrolink may extend this.

F. Scheduling

1. Metrolink shall develop, design, and implement work schedules that are 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 respective classification director (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 in seniority order when overtime or temporary vacancies are available, and notifying the Union when positions are vacant.

3. For all schedules, the appropriate director reserves the right to adjust the shift times, to adjust shifts, and to abolish assignments, outside the bidding window (aka Sadie Hawkins). A thirty (30) day notice to the classification steward will be given for abolished assignments.
   i. Any member displaced due to an abolished shift or assignment will not forfeit their awarded vacation(s).

4. When faced with an emergency as defined in Article 10 of the CBA, Metrolink will abide by Article 10.

5. Metrolink may require or authorize an employee to work overtime if the overtime work is necessary in the judgment of Metrolink. No employee shall work overtime unless authorized by the employee's manager.

6. Overtime will be offered in classification seniority order.

7. If no CRRs are available to fill a CRR vacancy after voluntary and mandatory overtime is offered, overtime opportunities will be offered to SCRRs in seniority order.

8. Metrolink will assign mandatory overtime work via a rotating list based on classification seniority. If an employee is unable to report for the mandatory overtime, the employee's name shall remain at the top of the rotation list.

9. It is the responsibility of employees to know their work schedules. Management will notify any personnel impacted by any schedule changes if the change is less than twenty-four (24) hours in advance or when an employee is on a day off and the schedule change is for the day following the day off.

G. Filling of Communications Coordinators Short-Term Vacancy: The parties agree that during the term of this Agreement they shall meet and confer regarding a process to fill Communications Coordinators' short-term (24 hours or less) vacancies. Any agreements are subject to mutual written agreement and this issue shall not be subject to the impasse procedure.

SECTION 3. Posting of Open Positions and Vacancies of 30 Days or More

A. Notification

1. Upon notification, any vacancy of more than thirty (30) days may be posted immediately for bid. Vacancies of unknown length will be posted for bid on the 31st day.
2. Vacancies will be posted for forty-eight (48) hours, not including weekends and/or holidays. The 48-hour bidding window starts at 2359 on the day of the vacancy being posted for bid.

3. Upon award, members will be released to the assignment within fourteen (14) calendar days.
   i. If an employee requires training for an awarded assignment, a training schedule will be developed and implemented by management. Overtime will not be paid during this training period unless the employee is otherwise eligible for daily overtime.

4. When a position has been vacated, and left unbid, the lowest seniority member in that classification may be force assigned to the vacancy until released and Metrolink will continue to hold their awarded assignment.

B. Returning from a Vacancy

1. A member returning to duty after being absent for more than thirty (30) days will return to their previous awarded job assignment. The displaced employee will then return to their previous awarded job assignment.

2. If the member returning to duty after being absent more than thirty (30) days and a Sadie Hawkins/shift bid has taken place and they were not afforded the opportunity to bid a position, they may select any assignment left unbid from the bidding period.

SECTION 4. Vacation Bidding

A. Rail Traffic Controllers and Rail Traffic Coordinators:

Vacation bidding will begin on November 1 effective for the next year. Bids for vacation will be accepted by the scheduler until November 30 at 23:59 hours. 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 Rail Traffic Controllers with the most seniority will typically receive their first choices. For Rail Traffic Controllers with less seniority, in those instances where their first choice overlaps with another Rail Traffic Controller's vacation and creates a situation where, if approved, more than three (3) Rail Traffic Controllers 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 Rail Traffic Controller cannot be "bumped" by higher seniority Rail Traffic Controller'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 Rail Traffic Coordinator seniority is determined by the date of promotion or appointment to the title of Rail Traffic Coordinator.

B. Communications Coordinators, SCRRs, and CRRs:

Vacation bidding will occur twice a year, first on May 1, effective at the start of the pay period that includes July 1 until the next bid, and second on November 1 effective at the start of the pay period that includes January 1 until the next bid. Bids for vacation will be accepted by the appropriate steward for fourteen (14) calendar days. Within twenty-four (24) hours of the close of the bid period, the requests will be submitted to the scheduler. The scheduler will then determine vacations based on the member's seniority and preference. The scheduler will process each 1st vacation, 1st choice request on a seniority basis, meaning Communications Coordinators, SCRRs and CRRs with the most seniority

will typically receive their first choices. For example, 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 (2) 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 promoted or hired in their current position. For example, the Communications Coordinator seniority is determined by the date of promotion or appointment to the title of Communications Coordinator.

C. Vacation/PTO 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 to the extent possible and in the order they are received. Changes or cancellations of less than fourteen (14) days will be considered upon mutual agreement between the Union and by Metrolink Agency.

After the vacation schedule has been determined and posted, an employee may submit additional PTO requests. PTO request shall be submitted at least fourteen (14) days prior to the date of the requested day(s) off. The scheduler will accommodate these requests to the extent possible and in the order they are received. PTO request of less than fourteen (14) days will be considered based on staffing levels.

SECTION 5. Hold Down — Rail Traffic Controller Classification Only

This section is not in effect while the Extra Board is scheduled for six (6) or more employees. If the Extra Board is scheduled below six (6) employees, and the hold down process option is exercised, the following provisions shall apply:

A. Vacant Shifts

1. Application

i. Hold Down Temporary Vacancies are applicable to the Rail Traffic Controllers. This section does not apply to Rail Traffic Controllers for the duration of the Rail Traffic Controller Extra Board Pilot Program as defined in Article 19, Section 1, part C.

ii. Management reserves the right to not post hold down temporary vacancies in the CRR, SCRR, and Communications Coordinator classifications when staffing levels are such that doing so would prevent normal operations.

2. Definitions

i. Regular Temporary Vacancy - A temporary job assignment to a temporary vacancy caused by illness, temporary disability, suspension, leave of absence, or open positions greater than thirty (30) consecutive days, with the exception of protected leaves such as FMLA.

ii. Hold Down Temporary Vacancy – A temporary job assignment to a temporary vacancy of less than thirty (30) consecutive days as described below. A hold down observes all benefits of a regularly assigned job assignment such as scheduled regular days off and other associated pay premiums outlined in Article 20.G. Extra board personnel awarded a hold down are temporarily removed from the Extra Board and are not eligible for the Extra Board benefits.

3. Hold Down

i. Hold down assignments will be posted for seventy-two (72) hours, not including weekends and/or holidays, at least two (2) weeks before, but not more than two (2) months before the hold down begins.

ii. A member may only be awarded one (1) hold down at a time and hold down assignments may not overlap.

iii. The employee may elect to cancel an awarded hold down no later than fourteen (14) days before the hold down begins.

iv. Temporary job assignments of seven (7) consecutive days or more, but less than fourteen (14) consecutive days shall be available to bid only by Rail Traffic Controllers assigned to the Extra Board and will be awarded on seniority basis and must be desk qualified, subject to available personnel. Employee awarded a temporary job assignment will remain on the assignment until the regularly assigned employee returns from leave or the position is filled.

v. Any assignment vacated due to award of a hold down of less than fourteen (14) days will be filled by the Extra Board and is not subject to the requirements of this section.

vi. Temporary job assignments of fourteen (14) days or more are available for bid to any member within their respective classification and will be awarded based on classification seniority and must be desk qualified. Employee awarded a temporary job assignment will remain on the assignment until the regularly assigned employee returns from leave or the position is filled.

vii. Hold downs will mirror an assignment's work week, including days off. For example, a member holding down a Monday through Friday assignment, with Saturday/Sunday off, will begin on the Sunday prior to the first assigned work

day, Monday, and will end on the Saturday following the last assigned work day, Friday.

viii. An Employee, upon return from a temporary vacancy, will return to their previously awarded job assignment. The displaced employee(s) will immediately revert to their previous awarded job assignment.

ix. If the employee not assigned to the Extra Board is awarded the hold down and will not be assigned to work forty (40) hours in the work week the hold down starts, the employee will forgo overtime and may:

a. Use PTO to settle the difference

b. Not receive pay for the difference

c. Work until forty (40) hours have been or will be completed when released to the hold down

d. A combination of the above

NOTE: Employees assigned to the Extra Board are not subject to the forty (40)-hour work week requirement prior to beginning a hold down.

Article 20 Wages, Overtime and Other Additional Pays

A. Wages: Rail Traffic Controllers

Rail Traffic Controllers shall receive the following wage increases [based on Tier I] during the term of this Agreement:

a. Effective March 5, 2023: three and one-half percent (3.5%)

b. First day of the first full pay period in July 2023: three and one-half percent (3.5%)

c. First day of the first full pay period in July 2024: Four percent (4%)

d. First day of the first full pay period in July 2025: Four percent (4%)

Any Rail Traffic Controller whose wage rate is higher than the wage rates set forth above [Tier I] shall not receive a wage increase until their wage rate is the same or lower than the Tier I wages. Any time such Rail Traffic Controller who has a wage rate higher than the wage rates set forth in Appendix A Tier I shall receive a lump sum payment equal to the percentage wage increase provided above or the difference between the value of the percentage wage increase above and any actual wage increase they receive. These lump sum payments shall not increase the employee's base salary.

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

B. Wages: Rail Traffic Coordinators

Rail Traffic Coordinators shall receive the following wage increases during the term of this Agreement at Tier I:

a. Effective March 5, 2023: three and one-half percent (3.5%)

b. First day of the first full pay period in July 2023: three and one-half percent (3.5%)

c. First day of the first full pay period in July 2024: Four percent (4%)

d. First day of the first full pay period in July 2025: Four percent (4%)

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

C. Salaries: Communications Coordinators, SCRRs, and CRRs

Communications Coordinators, Senior Customer Relations Representatives and Customer Relations Representatives shall receive the following wage increases during the term of this Agreement [at Tier I]:

a. Effective March 5, 2023: Three and one-half percent (3.5%)

b. First day of the first full pay period in July 2023: Three and one-half percent (3.5%)

c. First day of the first full pay period in July 2024: Four percent (4%)

d. First day of the first full pay period in July 2025: Four percent (4%)

Appendix "C", "D" and "E" are the wage scales for the wage increases in this section.

Any time any SCCR, or CRR has a wage rate higher than the wage rates set forth in the above increases to be set forth in Appendix D-E, that SCRR or CRR shall receive a lump sum payment equal to the percentage wage increase provided above or the difference between the value of the percentage wage increase above and any actual wage increase they receive. These lump sum payments shall not increase the employee's base salary. No CRR shall have their wages reduced due to this section.

D. New Hires

1. Rail Traffic Controllers

a. Employees hired into the Rail Traffic Controller 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 top rate of pay
Step 2: (6-12 months of experience):	70% of the top rate of pay
Step 3: (12-18 months of experience):	75% of the top rate of pay
Step 4: (18-24 months of experience):	80% of the top rate of pay
Step 5: (36 months of experience):	85% of the top rate of pay
Step 6: (48 months of experience):	90% of the top rate of pay
Step 7: (60 months of experience):	95% of the top rate of pay

Step 8: (72 months of experience):	100% of the top rate of pay

Any Metrolink employee hired into the Rail Traffic Controller classification, without prior experience as a rail dispatcher shall start at Step 1. Metrolink may hire Rail Traffic Controllers into steps above based on months or years of experience as a rail or train (class 1) dispatcher outside of Metrolink that correspond with the relevant Step.

Rail Traffic Controller shall move up one Step on the six (6) month (steps 2 to 4) or annual (steps 5 to 8) anniversary of their hiring as reflected in the table above. Salary movements up the step shall be implemented on the first day of the payroll following the anniversary date.

2. Rail Traffic Coordinator

Employees hired into the Rail Traffic Coordinator 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 top rate of pay
Step 2: (6-12 months of experience):	70% of the top rate of pay
Step 3: (12-18 months of experience):	75% of the top rate of pay
Step 4: (18-24 months of experience):	80% of the top rate of pay
Step 5: (36 months of experience):	85% of the top rate of pay
Step 6: (48 months of experience):	90% of the top rate of pay
Step 7: (60 months of experience):	95% of the top rate of pay
Step 8: (72 months of experience):	100% of the top rate of pay

Any Metrolink Rail Traffic Controller hired into the Rail Traffic Coordinator classification, without prior experience as a supervisor or chief rail dispatcher shall start at Step 6. Metrolink may hire Rail Traffic Coordinators into steps above based on months or years of experience as a supervisor or chief rail or train (Class 1) dispatcher outside of Metrolink that correspond with the relevant Step.

Newly hired Rail Traffic Coordinators shall move up one step progression on the six (6) month (steps 2 to 4) or annual (steps 5 to 8) anniversary of their hiring as reflected in the table 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 top rate of pay
Step 2	80% of the top rate of pay
Step 3	90% of the top rate of pay
Step 4	95% of the top rate of pay
Step 5	100% of the top rate of pay

Anyone hired into the Communications Coordinator classification shall start at Step 1. Except, however, that an employee who promotes from the Customer Relations Representative or Senior Customer Relations Representative classification into the Communications Coordinator classification shall start at Step 3.

Employees shall move up one (1) step on their annual anniversary of their hiring as reflected in the table above. Salary movements up the step shall be implemented on the first day of the payroll period following the anniversary date.

4. Senior Customer Relations Representatives

Employees hired into the Senior Customer Relations Representative classification on or after July 1, 2021 (and during the term of this Agreement) shall have their initial salary set as follows:

Step 1	75% of the top rate of pay (0-1 year)
Step 2	80% of the top rate of pay (1-2 years)
Step 3	90% of the top rate of pay (2-3 years)
Step 4	95% of the top rate of pay (3-4 years)
Step 5	100% of the top rate of pay (4+ years)

New hires in the SCRR classification shall start at Step 1.

Employees promoted from the Customer Relations Representatives to the Senior Customer Relations Representative classification shall start at Step 3. Employees shall move up one (1) step on their annual anniversary of their hiring as reflected in the table above. Salary movements up the step shall be implemented on the first day of the payroll period following the anniversary date.

5. Customer Relations Representatives

Employees hired into the Customer Relations Representative classification on or after July 1, 2021 (and the during the term of this Agreement) shall have their initial salary set as follows:

Step 1	75% of the top rate of pay (0-1 year)
Step 2	80% of the top rate of pay (1-2 years)
Step 3	90% of the top rate of pay (2-3 years)
Step 4	95% of the top rate of pay (3-4 years)
Step 5	100% of the top rate of pay (4+ years)

New hires in the CRR classification shall start at Step 1.

Employees shall move up one step on their annual anniversary of their hiring as reflected in the table above. Salary movements up the step shall be implemented on the first day of the payroll period following the anniversary date.

6. Rail Traffic Controller Mentorship Program

Metrolink agrees that the subject of a Dispatcher Mentorship Program shall be discussed in Joint Labor Management Committee meetings as set forth in Article 6.

E. Merit Pay Program

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 participate in the performance evaluation process and receive performance evaluations. The purpose of the performance evaluation process is to provide employees an assessment of their performance during the evaluation period and to establish performance goals for the following evaluation period.

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. Rail Traffic Controllers and Rail Traffic Coordinators

a. Rail Traffic Controllers and Rail Traffic Coordinators shall be assigned to eight (8)hour and ten (10) minute shifts and shall be paid overtime for hours worked in excess of eight (8) hours in a day and over forty (40) hours in a week.

b. Rail Traffic Controllers, 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 (2) consecutive days off.

c. PTO leave does not count as "hours worked" for purposes of eligibility for overtime. Effective April 30, 2023, if Metrolink requests or directs that a steward perform union duties during the stewards work hours, such release time counts as "hours worked" for purposes of eligibility for overtime compensation. Effective April 30, 2023, release time for JLMC meetings counts as time worked for purposes of eligibility for overtime compensation.

3. Communications Coordinators, SCRRs and CRRs

a. Communications Coordinators, SCRRs and CRRs shall work a forty (40) hour work week under either a 4/10, or 5/40 schedule. If a Communications Coordinator, SCRR or CRR 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. If a Communications Coordinator, SCRR or CRR is assigned to a 5/40 work schedule, they 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 (2) consecutive days off and shall be paid overtime for hours worked in excess of forty (40) hours in a week.

b. Communications Coordinators, SCRRs and CRRs shall be eligible for daily overtime for hours worked greater than their assigned shift; e.g., more than ten (10) hours if assigned to a 4/10 work schedule or more than eight (8) hours if assigned to a 5/40 schedule.

c. PTO leave does not count as "hours worked" for purposes of eligibility for overtime. Effective April 30, 2023, if Metrolink requests or directs that a steward perform union duties during the stewards work hours, such release time counts as time worked for purposes of eligibility for overtime compensation. Effective April 30, 2023, release time for JLMC meetings counts as time worked for purposes of eligibility for overtime compensation.

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 Rail Traffic Controller, Rail Traffic Coordinator or Communications Coordinator.

2. Daily and Day Off Overtime: Employees shall receive overtime (at the rate of 1.5 times their hourly rate) for any work in excess of eight (8) hours per day, unless the employee is on a 4/10 schedule, in which case the employee shall receive overtime for any work in excess of 10 hours per day. All employees shall receive overtime (at the rate of 1.5 times their hourly rate) for hours worked on their scheduled day off, unless they were on unpaid status (i.e., unpaid time off, unpaid union business, etc.) and do not fulfill the forty (40) paid hours during that assigned work week. Employees shall receive overtime (at the rate of 1.5 times their hourly rate) for hours worked on a shift with different hours from their bidded/scheduled shift. Employees who are "booked off" from work due to ATU Union business shall not be paid by Metrolink for those hours and those hours shall not count as hours worked for eligibility for overtime.

   Examples:

   An employee who bids and is assigned a work shift of Monday through Friday from 8AM to 5PM shall be paid overtime compensation if they work past 5PM. Additionally, under this Monday to Friday schedule, the employee shall be paid overtime for hours worked on Saturday or Sunday. Further, if the employee's schedule is changed on Thursday to work from 12noon to 9pm hours, then they shall be paid overtime for the hours from 5pm to 9pm.

   An employee who takes PTO on Monday from 8am to 12 noon and who is asked to work past 5pm shall not be eligible for overtime until they have worked more than eight (8) hours (past 8pm) on that day. Further, an employee who is on unpaid status on their scheduled Monday and who is subsequently requested or volunteers to work on their scheduled Saturday day off shall not be paid at the overtime rate on their Saturday day off.

3. When a Rail Traffic Controller qualified to perform the functions of a Rail Traffic Coordinator is assigned by a Senior Manager, Dispatching or the Director, Dispatching Operations to perform the duties of a Rail Traffic Coordinator for at least two (2) hours, the Rail Traffic Controller so assigned shall receive, for each Rail Traffic Coordinator shift they work (a) a minimum of eight (8) hours straight

time pay; and (b) a premium in an amount equal to three (3) hours of pay at the Rail Traffic Controller's straight-time hourly rate.

a. A Rail Traffic Controller is qualified to perform the functions of a Rail Traffic Coordinator when they have been trained for at least twenty (20) working days and their trainer (who must be a Rail Traffic Coordinator) concurs with management that the Rail Traffic Controller is qualified.

b. This premium shall not apply to hours spent training to perform the duties of a Rail Traffic Coordinator.

4. 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 Chief People Officer or designee. Acting assignments may be rotated at any time.

5. Holidays: Observed holidays are paid at the Employee's regular rate of pay, or acting pay rate of pay, if not worked. Employees working observed holidays, in addition to holiday pay, shall be paid at one and one-half (1.5) times their regular rate of pay for hours worked on a holiday. Effective April 30, 2023, to be eligible to be paid the holiday pay, employees must work their scheduled shifts immediately preceding and following the observed holiday, unless they are on a pre-approved PTO. Employees assigned to the Extra Board may not mark off the day before or day after the observed holiday.

Article 21 Benefits

A. Medical

1. Metrolink offers medical plan options provided through the California Public Employees' Retirement System (CalPERS). An employee may choose from Health Maintenance Organization (HMO) plans and Indemnity/Preferred Provider Organization (PPO) plans. Some health plans are only available in certain counties and/or zip codes. The medical plan options are set by CalPERS and are subject to change by CalPERS.

2. Effective April 30, 2023, Metrolink will contribute 87.50 percent and employees will contribute 12.50 percent of the premium for 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 sixty (60) days from the date on which the other coverage is no longer available (proof is required). If an employee elects to waive medical coverage, the employee will receive $300.00 per month taxable earnings, paid in two installments of $150 each on the first two (2) 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.

B. Dental

1. Metrolink offers two (2) 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 the federally established maximums for health care expenses and for dependent care expenses annually.

2. Group Life Insurance

Metrolink will provide a life insurance benefit for an amount equal to one (1) 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 and the basic plan can be converted to an individual plan. 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 ninety 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.

Only eligible employees who are actively at work and who earn a Grade C or better or its point value equivalent in the pre-approved course(s) will be reimbursed. Pass/fail courses must be approved in advance and will only be reimbursed if the employee achieves a

"pass" in the course. When an employee terminates employment or gives notice of termination prior to completion of the course(s), reimbursement will not be made.

8. Professional Memberships

Metrolink will pay for professional memberships. 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 (3) 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 (5) working days, with pay. An employee can take two (2) additional bereavement days as either unpaid or PTO and as required by law. "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 March 1, 2019:

Employees hired before March 1, 2019 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 active, employees. Metrolink shall also offer, as an option, retiree health medical benefits as set forth in California Government Code Section 22893 and as set forth in Metrolink Resolution 18-97. Employees hired before March 1, 2019 shall make the decision as to which retiree medical benefit they choose. Such decision must be made upon retirement.

2. Employees hired on or after March 1, 2019:

Any Employee hired on or after March 1, 2019, 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: Rail Traffic Controllers and Rail Traffic Coordinators

1. Employees hired before March 1, 2019:

Rail Traffic Controllers and Rail Traffic Coordinators hired before March 1, 2019, 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.

2. Employees hired on or after March 1, 2019:

Rail Traffic Controllers and Rail Traffic Coordinators hired on or after March 1, 2019 shall no longer be eligible for the 401(a) five percent (5%) contribution of base salary benefit.

G. Retirement: CRRs, SCRRs, and 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 (50%) 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: Rail Traffic Controllers and Rail Traffic Coordinator 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

Effective April 30, 2023, Employees shall be provided twelve (12) observed holidays per year: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Juneteenth, 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.

Observed holidays are paid at the Employee's regular rate of pay, or acting pay rate of pay, if not worked. Employees working observed holidays, in addition to holiday pay, shall be paid at one and one-half times (1.5) their regular rate of pay for hours worked on an observed holiday. Effective April 30, 2023, to be eligible to be paid the holiday pay, employees must work their scheduled shifts immediately preceding and following the observed holiday, unless they are on a pre-approved PTO. Employees assigned to the Extra Board may not mark off the day before or day after the observed holiday.

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 the annual maximum determined by the IRS, whichever is less ("normal contribution limit"). Employees may make an additional contribution to the plan up to the maximum determined by the IRS if they are age 50 and older. If a member is within three (3) 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.

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 (3) 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.

CRRS and SCRRs shall continue to be eligible for monthly parking reimbursement at Los Angeles Union Station (Gateway Parking) as a transportation option. An employee choosing this option shall pay for the access card and submit the monthly parking receipt to Human Resources for reimbursement. CRRs and SCRRs are only entitled to one form or paid transportation, either parking reimbursement or a transportation pass. CRRs and SCRRs may change transportation options for the following month so long as they notify a Human Resources Manager before the end of the month that they are changing their transportation option.

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.

L. Uniforms

Metrolink shall provide uniforms to CRRs and SCRRs eight (8) shirts (in any combination of long or short sleeve), one (1) windbreaker jacket and one (1) hat and one (1) beanie). Metrolink shall not issue any pants. Effective the first full pay period in January, Metrolink will provide a $225 stipend for employees to purchase their own (solid) black pants (no jeans, sweats, leggings). New hires will receive a pro-rated stipend for purchase of pants based on their hire date. Metrolink shall also order employees with a parka within one (1) week of a CRR or SCRR's initial hire date. Parkas shall only be replaced if the employee shows that the parka is damaged or no longer useable. Continuing with current practice, employees are responsible for laundering their uniforms. Metrolink will not provide this service. Metrolink shall replace damaged or unusable uniform items (minus the pants) within three (3) business days of the employee returning the damaged or unusable item to a supervisor. CRRs and SCRRs may wear one (1) Union emblem (e.g., pin or button) on their uniform.

M. Critical Incident Stress Days

Effective April 30, 2023, employees who are directly involved in a critical incident, as define below, shall be provided three (3) days of paid administrative leave and shall make contact with the Employee Assistance Program or their selected mental health provider. Any affected employee shall be relieved of duty and paid for the remainder of their shift immediately following any required reporting. The three (3) days of paid administrative leave shall begin the day following the witnessed incident.

Critical incident means either –

(1) An accident/incident that results in a fatality, loss of limb, or a similarly serious bodily injury; or

(2) A catastrophic accident/incident that could be reasonably expected to impair a directly-involved employee's ability to perform his or her job duties safely.

Directly-Involved employee means an employee:

(1) Who witnesses the critical incident in person as it occurs or who witnesses the immediate effects of the critical incident in person; or

(2) Who is charged to directly intervene in, or respond to the scene/location, of the critical incident.

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 or while using PTO donations unless required by law.

A change in an employee's PTO accrual rate shall occur at the start of the new service year in accordance with the PTO Accrual Table above.

For Rail Traffic Controllers and Rail Traffic Coordinators hired after March 1, 2019, 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, 2022, and does not take leave without pay. On June 1, 2026, he/she starts their fifth year of service and begins to earn PTO at the rate of 9.23 hours of PTO per pay period. On June 1, 2031, he/she starts their tenth year of service and begins to earn 10.77 hours of PTO per pay period. On June 1, 2036, he/she starts their 15th year 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. Employees on a paid leave of absence shall continue to accrue PTO as long as they are in active pay status. Employees will not accrue PTO while in an unpaid status or while using PTO donations.

Effective April 30, 2023, Metrolink's CEO, at their sole discretion, may count prior service at a public transportation or public agency, or rail transportation company to increase a new hire's PTO accrual rate. Any employee who, prior to May 1, 2023, was granted any additional service credit for outside employment for PTO accrual rate purposes shall retain such credit.

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 three (3) times the employee's annual accrual rate, per the chart above. When the employees reach their maximum accrual balance, they will not continue to accrue PTO hours until their PTO accounts are below the maximum accrual balance.

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 be paid out for all accrued, unused PTO through their separation date. Payment shall be computed based on the employee's final, regular hourly rate of pay.

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 two hundred (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.

7. PTO Donation. Employees may donate PTO to an individual employee or the PTO donation bank or can be the recipient of donated PTO per H.R. Policy 4.0, Paid Time Off, as revised on April 24, 2020.

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 Attendance/Tardiness

This Article shall be effective beginning on April 30, 2023.

A. Absences

1. The purpose of the Article is to set attendance standards for ATU employees. ATU and Metrolink agree that employees are expected to be punctual and to maintain good attendance in accordance with this Article.

   a) An occurrence is defined as each day an employee is on Unscheduled Paid Time Off (UPTO) regardless of the status of the PTO bank. Every day of an absence is considered a separate occurrence. Except, consecutive day absences caused by the same event will be counted as a single occurrence.

   b) A rolling 12-month period is a look back over the last twelve (12) months, from the most recent occurrence. For instance, if the absence occurred on April 12, 2022 the look back would be to April 13, 2021 and the number of occurrences over that period totaled.

   c) Unscheduled PTO is defined as PTO for which the employee has not received authorization by the appropriate department director (or designee) prior to the date of the use of the PTO.

   d) Unscheduled PTO which is legally protected leaves under California or federal law shall not count as an occurrence. Legally protected leaves include, but are not limited to: Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), California Kin Care, Pregnancy Disability Leave, and USERRA.

2. An employee who is absent for more than two (2) hours of their scheduled shift, shall have that absence considered an absence occurrence.

3. An employee must call in at least two (2) hours before the start of their scheduled shift. Employees must call the supervisor or manager on duty to inform them of their unscheduled absence. Failure to call in by the two (2) hours before the start of the shift shall be considered an occurrence.

4. Progressive, corrective action is to be enforced as follows:

Seven (7) occurrences within a rolling 12 month period	Verbal warning
Eight (8) occurrences within a rolling 12 month period	Written warning
Nine (9) occurrences within a rolling 12 month period	Final written warning
Ten (10) occurrences within a rolling 12 month period	Discharge

B. Tardiness

1. An employee is considered tardy if the employee is more than eight (8) minutes late to arrive for the start time of a scheduled work shift.

2. Progressive corrective action is to be enforced as follows:

Six (6) tardies within a rolling 12 month period	Verbal warning
Seven (7) tardies within a rolling 12 month period	Written warning
Eight (8) tardies within a rolling 12 month period	Final written warning
Nine (9) tardies within a rolling 12 month period	Discharge

C. Early Reporting

Employees may only begin work prior to their scheduled start time if authorized by their manager. Failure to obtain prior authorization may result in progressive discipline.

D. No-Call/No-Show

An employee is considered to have a "no-call/no-show" if the employee failed to call their supervisor or manager on duty prior to the start time of a scheduled work shift and the employee failed to report to their scheduled shift. If the employee fails to notify their supervisor or manager on duty of an absence prior to the start time of a scheduled shift, but the employee subsequently arrives at work and performs work if needed, the employee shall not receive a no-call/no-show for that day, but instead shall receive an absence occurrence. Under this circumstance, an employee shall only be paid for the hours worked on that shift and shall not be allowed to use PTO to cover the hours they did not work. If an employee fails to notify their supervisor or manager on duty of an absence prior to the start time of a scheduled shift, but the employee subsequently arrives at work and does not perform work, the employee shall not receive a no-call/no-show, but shall receive an absence occurrence and a tardy and shall not be allowed to use PTO for the absence. An employee is subject to discipline for a "no-call/no-show" as follows:

1st No-Call/No-Show within a rolling 12 month period	Final written warning
2nd No-Call/No-Show within a rolling 12 month period	Discharge

E. Mitigating Circumstances: An absence occurrence, tardiness, missed call, or no-call/no-show shall be excused by the appropriate Director (or designee) if the employee has provided supporting documentation of a mitigating circumstance. A mitigating circumstance is a situation for which an employee can and willingly does provide verification or documentation of the event which caused the instance or a situation that the employee discusses with management in advance. The following are some examples of mitigating circumstances that support excusing an absence, tardy, missed call or no-call/no-show:

1) hospitalization of family member or accidents involving family, e.g. child breaks arm at school, car accidents.
2) accidents injuries involving employee, e.g. vehicle accident.
3) home emergencies, e.g. fires, floods, burglary, and earthquake.
4) an employee who is a self-referral to the Employee Assistance Program (EAP) shall not have his/her absences counted as an instance of absence for the period of his/her enrollment in the EAP. The EAP self-referral above shall be limited to one (1) self-referral to EAP for the term of this Agreement. In order to have the above instance of absence excused the employee must notify Human Resources within 24 hours after their enrollment in the EAP.
5) Late public transportation with proof.

F. Extra Board

Employees on the Extra Board shall be subject to this attendance article with the exception of the on-call provisions of Article 19 Section C.4.

Article 24 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 (10) 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 25 Railroad Retirement Board Segregation

SECTION 1.

The parties are aware that the Rail Traffic Coordinators and Rail Traffic Controllers participate in Railroad Retirement.

The goal of both parties is to avoid changes to the Railroad Retirement covered status of the Rail Traffic Coordinators and Rail Traffic Controllers 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, Rail Traffic Coordinators and Rail Traffic Controllers) 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 Rail Traffic Controller Salary Schedule

Article 20 - Rail Traffic Controller Salary Table (Hourly)

Tier I: $52.9514 hourly rate

Effective Date	Rate of Increase	Hourly Rate
Retroative to March 5, 2023	3.5%	$ 54.8047
First day of the first full pay period in **July 2023**	3.5%	$ 56.7229
First day of the first full pay period in **July 2024**	4%	$ 58.9918
First day of the first full pay period in **July 2025**	4%	$ 61.3515

LUMP SUM PAYMENT:

Lump sum payment will be calculated accordingly for those employees' who have salaries above the chart.

Appendix B Rail Traffic Coordinator Salary Schedule

Article 20 - Rail Traffic Coordinator Salary Table (Hourly)

Tier I: $62.2642 hourly rate

Effective Date	Rate of Increase	Hourly Rate
Retroative to March 5, 2023	3.5%	$ 64.4434
First day of the first full pay period in July 2023	3.5%	$ 66.6989
First day of the first full pay period in July 2024	4%	$ 69.3669
First day of the first full pay period in July 2025	4%	$ 72.1416

Tier II: $62.2492 hourly rate

Effective Date	Rate of Increase	Hourly Rate
Retroative to March 5, 2023	3.5%	$ 64.4279
First day of the first full pay period in July 2023	3.5%	$ 66.6829
First day of the first full pay period in July 2024	4%	$ 69.3502
First day of the first full pay period in July 2025	4%	$ 72.1242

Appendix C Communications Coordinator Salary Schedule

Article 20 - Communications Coordinator Salary Table (Hourly)

Tier I: $33.2976 hourly rate

Effective Date	Rate of Increase	Hourly Rate
Retroative to March 5, 2023	3.5%	$ 34.4630
First day of the first full pay period in **July 2023**	3.5%	$ 35.6692
First day of the first full pay period in **July 2024**	4%	$ 37.0960
First day of the first full pay period in **July 2025**	4%	$ 38.5798

Appendix D Senior Customer Relations Representative Salary Schedule

Article 20 - Senior Customer Relations Representative Salary Table (Hourly)

Tier I: $29.9677 hourly rate

Effective Date	Rate of Increase	Hourly Rate
Retroative to March 5, 2023	3.5%	$ 31.0166
First day of the first full pay period in July 2023	3.5%	$ 32.1022
First day of the first full pay period in July 2024	4%	$ 33.3863
First day of the first full pay period in July 2025	4%	$ 34.7218

LUMP SUM PAYMENT:

Lump sum payment will be calculated accordingly for those employees' who have salaries above the chart.

Appendix E Customer Relations Representative Salary Schedule

Article 20 - Customer Relations Representative Salary Table (Hourly)

Tier I: $26.9709 hourly rate

Effective Date	Rate of Increase	Hourly Rate
Retroative to March 5, 2023	3.5%	$ 27.9149
First day of the first full pay period in **July 2023**	3.5%	$ 28.8919
First day of the first full pay period in **July 2024**	4%	$ 30.0476
First day of the first full pay period in **July 2025**	4%	$ 31.2495

LUMP SUM PAYMENT:

Lump sum payment will be calculated accordingly for those employees' who have salaries above the chart.

In witness whereof, the parties hereto have caused their duly authorized representatives to execute this CBA on April 28, 2023.

Amalgamated Transit Union,
ATU Local 1277

Jeff Shaffer
ATU President/Business Agent

John Dirito
ATU Financial Recording Secretary

Avram Stanton
Rail Traffic Coordinator

Chad Hochholzer
Rail Traffic Controller

Roxann Nunez
Communications Coordinator

Alvyna Sanders
Customer Relations Representative

Southern California Regional Rail Authority/
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Darren M. Kettle
Chief Executive Officer

Don O. Del Rio
General Counsel

Ilyssa DeCasperis
Chief People Officer

Anna Ho
Manager II, Employee & Labor Relations

Donald Filippi
Chief Operating Officer

Scott Johnson
Interim Chief Customer Experience Officer