

# **LABOR AGREEMENT**

**UNITED TRANSPORTATION UNION  
LOCAL 23  
PARACRUZ OPERATION**

**SANTA CRUZ METROPOLITAN  
TRANSIT DISTRICT**

**2012 – 2015**

**SEPTEMBER 13, 2012**



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# ARTICLE 1

## RECOGNITION OF BARGAINING UNIT

### 1.01 Recognition of Bargaining Unit

This Agreement is entered into by the employee organization of the bargaining unit, affiliated as Local 23 of United Transportation Union, hereinafter referred to as “the Union”, and the Santa Cruz Metropolitan Transit District, hereinafter referred to as “METRO”.

METRO has certified the Union as the exclusive recognized employee organization of the bargaining unit, consisting of all employees of the transportation division as identified in Article 9.03. METRO recognizes the Union as the exclusive representative for the purpose of bargaining collectively with respect to wages, hours, working conditions and other conditions of employment for all employees of METRO within the bargaining unit defined in this Agreement.

The employee organization is affiliated as Local 23 of the United Transportation Union. If the recognized employee organization elects at any time during the life of this Agreement to change its affiliation, the organization may exercise that option in accordance with applicable laws and METRO rules, regulations, ordinances and resolutions. Upon receipt of certified affiliation election results, the Board of Directors will meet and shall grant, within thirty days, recognition to the new employee organization.

### 1.02 Employee Defined

A. The term “employee” wherever used herein, whether singular or plural, means and applies only to those employees of METRO included within this bargaining unit as identified in Article 9.03, and this Agreement covers only these employees.

- B. The term “Employee”, wherever used herein in reference to employees covered by this Agreement, shall mean “employee” as defined in 1.02A above.
- C. Words appearing in the female gender include the male gender and words appearing in the male gender shall include the female gender.

### 1.03 Non-Discrimination

METRO and the Union agree that no employee shall be discriminated against on account of Union membership, non-membership, race, ancestry, religion, national origin, age, sex, sexual orientation, color, marital status, medical condition, or disability, or for any other unlawful reason, except where physical capability is a bona fide occupational qualification and reasonable accommodation as required by State and Federal Law cannot be made. The Union agrees to work with METRO Management to provide reasonable accommodation to an employee as may be required under the Americans with Disabilities Act. Seniority rules will continue to apply in any and all circumstances. This section of the Agreement shall not be construed to conflict with the employee qualification provisions appearing elsewhere in this Agreement.

### 1.04 Non-Discrimination in Promotion

No employee shall be discriminated against for promotional purposes on account of Union membership, non-membership, race, ancestry, religion, national origin, age, sex, sexual orientation, color, marital status, medical condition, or disability, or for any other unlawful reason, except where physical capability is a bona fide occupational qualification and reasonable accommodation as required by State and Federal Law cannot be made.

### 1.05 Union Membership

The Union recognizes that no employee is required to join the Union, but that every employee in a UTU-represented position has the right to choose of her own free will whether or not she will or will not join the Union.

### 1.06 New Employees

It is expressly agreed that in the event that METRO shall engage exclusively or jointly in the providing of other types of transportation service in addition to those being provided, METRO shall recognize the Union as the bargaining agent for those classifications of METRO employees whose functions or duties are similar to those of any position represented under this Agreement.

Employees covered by this Agreement shall have the right of first refusal for work that is determined to be similar to the duties and functions presently being performed by Operators or other represented positions, provided that the employees meet the qualifications for those positions.

In the event that there is a dispute as to whether the duties being performed by these employees are or will be similar to the functions or duties presently being performed by Operators or other represented positions, that dispute shall be resolved in accordance with METRO rules, ordinances and applicable State laws and regulations and these METRO rules and ordinances, which shall remain unchanged while the dispute remains unresolved.

**ARTICLE 2**  
**PURPOSE OF AGREEMENT**

2.01 Purpose of Agreement

The obligation that rests with METRO to provide, and upon the employees of METRO to render, honest and efficient service, is recognized. A spirit of cooperation between the employees, the Union, and METRO is essential to efficient operation, and all parties should so conduct themselves as to promote this spirit. The responsibility for success rests equally with METRO, the Union, and the employees. In this spirit, METRO and the Union are entering into an Agreement which will:

- A. Provide for rules, wages, hours, working and other conditions of employment of employees represented by the Union.
- B. Provide for fair treatment of employees.
- C. Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of this Agreement.
- D. Provide for other arrangements as may be deemed advisable by the parties to this Agreement, in order to safeguard their respective interests and establish and maintain harmonious relationships.
- E. The parties agree that this Agreement supersedes any past practices covered by this Agreement.

**ARTICLE 3**  
**UNION SECURITY/DEDUCTIONS**

3.01 Agency Shop

- A. Each employee employed by METRO in the bargaining unit covered by this Agreement on the date of ratification of this Agreement [if she has been so employed for thirty (30) days] shall be or become a member of the Union and shall remain a member in good standing unless the employee pays to the Union, in full, the initial Organizational Service Fee and continues making payments of the

service fee to the Union at the time and in the manner hereinafter prescribed. Each new employee hired on or after the date of ratification of this Agreement [or who is hired before the date of ratification but had less than thirty (30) days with METRO on the date of ratification] shall within thirty-one (31) days after employment be or become a member of the Union and shall remain a member in good standing unless on or prior to the date the employee pays to the Union, in full, the initial Organizational Service Fee thereafter due at the times and in the manner hereinafter described.

The initial Organizational Service Fee shall be an amount equal to the Union's standard initiation fee plus one month's dues and any general assessments payable at the time the initial service fee is due.

Thereafter the service fee shall be in an amount equal to the regular monthly dues and general assessments of members of the Union in good standing.

- B. Membership in the Union, or timely payment of the initial Organizational Service Fee and subsequent service fees due, shall be a condition precedent to continued employment with METRO in any position covered by this Agreement. The employee who is obligated to pay the Organizational Service Fee shall do so in the following manner:

The employee's payment is by payroll deduction authorization. The Organizational Service Fee payment shall be deducted by METRO and paid to the Union in the same manner and time as the payments are deducted and paid by METRO to the Union in the case of persons becoming and remaining Union members.

- C. Notwithstanding paragraphs A and B, any employee who demonstrates in a manner satisfactory to the Union that she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining

or financially supporting public employee organizations shall be excused from joining the Union or paying the Organizational Service Fee to the Union.

Any dispute between the Union and an employee on the interpretation of this section, including whether an employee meets the eligibility requirements for the Religious Exemption from paying dues or service fees, shall at the request of the Union or the affected employee be decided by the final and binding arbitration under the rules of the American Arbitration Association. The employee and the Union shall each bear one half of the cost of the arbitration, including the fee of the American Arbitration Association and the arbitrator. The cost of a certified transcript of the proceedings shall be paid by the party requesting the transcription service. METRO will not protest or interfere with any final and binding decision under this section.

- D. In the event an employee fails to make payments as required in this Article, the Union may give written notice of the failure to pay to METRO and to the affected employee setting forth the dates and amounts due the Union, any amounts paid by the employee, and enclosing a copy of this Article. In the event the notice is given, METRO shall provide the employee and the Union with a Notice of Intent to Discharge. After the response deadline set in the Notice of Intent to Discharge, the Union may request in writing that the employee's employment be terminated. Upon receipt of the request, METRO shall discharge the affected employee within five (5) working days of receipt of the request.
- E. Employees designated by METRO as management shall be excluded from the provisions of this Section.



- F. The Union shall charge a service fee equivalent to Union dues applicable to the classifications covered.
- G. It is the intent of the parties that the Organizational Service Fee may be applied to all expenditures in furtherance of activities which relate to the Union's representational duties and obligations toward employees represented by the Union.

### 3.02 Notification of Entering and Leaving

METRO shall forward to the Union, within five (5) working days of the occurrence, the names of each person covered by this Agreement entering or leaving its employ and shall designate after each name the date employed or the date the employee left the service.

### 3.03 Entering or Leaving Military Service

METRO shall also provide the Union, within five (5) working days of the occurrence, the name of each employee covered by this Agreement who is leaving or reentering the service of METRO from military service and shall provide the dates thereof.

### 3.04 METRO to Inform and Refer Employees

METRO shall inform each new employee of the existence of this Agreement. METRO shall furnish each new employee with the name and address of the Union and refer her to the Union where a copy of this Agreement may be obtained within five working days.

### 3.05 Payroll Deduction of Dues and Service Fees

- A. METRO will, each month, deduct from wages due all sums for periodic Union dues and/or service fees, initiation fees and assessments (not including fines and penalties) payable to the Union by employees of METRO performing service within the scope of this Agreement. The monies shall be remitted to the Union.

- B. The designated officers or representatives of the Union shall submit to METRO at least ten (10) days before the end of the payroll period, designated by METRO as the period in which deductions will be made, a deduction list showing necessary detail and on a form as approved by METRO.
- C. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after all other required deductions, are less than the amount of dues to be deducted.
- D. Errors in the deduction list shall be corrected by the Union by adjustment included in the subsequent deduction list furnished by the Union to METRO. All questions regarding the deduction list will be handled directly with the Union by the employees. The Union's treasurer shall be authorized, after having submitted the original payroll deduction authorization, to modify deductions for changes including but not limited to dues, assessments, insurance, and the Transportation Political Education League.

### 3.06 Authorization for Deductions

- A. For each employee from whom deductions referred to in Section 3.05 above are to be made, the Union will furnish to METRO the employee's authorization to make the deductions, the authorization being directed to METRO. The authorization shall be furnished to METRO prior to the time the affected employee's name first appears on the deduction list referred to in Section 3.05B of this Article.
- B. In order to be effective for a particular month, an individual deduction authorization, or revocation thereof, must be in the actual possession of METRO not later than the date established for the receipt of the regular monthly deduction list for that particular

month. METRO shall have the right to refuse to accept or act upon any authorization or revocation which is illegible or which is not fully or properly executed, or which fails to adequately identify the employee involved. METRO shall not be responsible for failure to terminate a deduction for which it does not receive a revocation of deduction authorization on or prior to the tenth day after ratification of this Agreement.

### 3.07 Hold Harmless

The Union agrees that it will indemnify, defend, and save harmless METRO from any and all liability arising from entering into or complying with the terms of this Article.

## **ARTICLE 4 UNION REPRESENTATION**

### 4.01 Release Time for Union Representatives

The Union recognizes that the business of METRO is to provide service to the public, and agrees that requests for release time from duty for Union business under this Article will not unduly inhibit the business of METRO. Requests for release time must be submitted as early as possible, and not later than 11:00 A.M. of the day prior to the time requested. An employee granted release time from service from their regular duties to attend meetings identified within this Article shall not be disadvantaged with respect to the compensation she would have received had she worked.

- A. One (1) Union Officer or Committee member per day will be allowed release time from duty without loss of compensation for meeting and/or negotiating with METRO on matters within the scope of representation, or for attending standing joint Labor/Management committee meetings **including MAC**. Base Representative and the Chairperson (or

designee) will be released from duty without loss of compensation for time spent at METRO Board of Directors meetings. **The Base Representative(s) shall be considered part of the two (2) representatives released per day.**

- B. Upon request by the Union, two (2) Union Representatives will be allowed release time without loss of compensation for other Union purposes. METRO will bill the Union (called Bill Back) for each of these requests. The Union will reimburse METRO monthly for the charges. Reimbursement shall include but not be limited to wages paid, and employer contributions to retirement plans, State Disability Insurance, State Unemployment Insurance and any other mandatory payroll taxes. It is understood that employees released from work under this paragraph shall not be considered under the course and scope of METRO employment for the purposes of Worker's Compensation and other liabilities.

#### 4.02 Union Business on METRO Property

- A. METRO shall recognize the duly elected and/or appointed representatives of the Union. Union representatives shall be allowed to transact Union business on the premises of METRO, but at no time shall delay the scheduled work assignments of any employee.
- B. METRO shall provide desk space and a computer terminal to the Union and allow the Union to install its own telephone system. If the Union's desk space is relocated at METRO's request, METRO will assume the charges for the relocation of the existing Union telephone line. The Union shall be responsible for the installation, maintenance and billing charges for that system.

## **ARTICLE 5 RATES OF PAY**

### 5.01 Payment on Minute Basis

The following rates of pay will be calculated on a minute basis and converted for payroll purposes to fractions of an hour. It is acknowledged that minutes are currently converted to the nearest hundredth of an hour on a daily or weekly basis.

### 5.02 Rates of Pay

- A. Pay rates for represented classes are shown in Article 5.05.
- B. The Parties have agreed to adopt a new wage scale that consolidates the pay rates for represented classes. Upon commencement of the Labor Agreement employees will be placed on the new wage scale, but shall not be disadvantaged by a reduction in base wage rate after the wage consolidation. The new wage rate shall be the employee wage rate closest to, but not less than, her previous base wage rate. Employees with more than one year of METRO seniority shall be placed at a step no less than the third step in the wage scale even if a lower step would not disadvantage them.

### 5.03 Base Wage Rates and Regular Wage Rates

For the purpose of determining an employee's wage rate as used in this Agreement, the following two terms or categories shall apply:

- A. Base wage rate: The hourly rate identified by one of the steps in this Article.
- B. Regular wage rate: The hourly rate actually paid to an employee. This rate includes all premium pay provisions such as but not limited to, bilingual pay, differentials and any other FLSA-required inclusion. When more than one premium is applicable, each premium shall separately be added

to the employee's base wage rate. The employee's regular wage rate shall be used to compute overtime.

**C. Pay rates for ParaCruz employees have been increased by:**

**2% effective June 21, 2012**

**2% effective June 20, 2013**

**2% effective June 19, 2014**

**5.04 Longevity**

**Effective June 21, 2012, and thereafter, METRO shall compensate employees with ten (10) years of continuous service with a 5% increase of the base salary.**

**Effective December 20, 2012, and thereafter, METRO shall compensate employees with fifteen (15) years of continuous service with an additional 5% of base salary.**

**5.05 Salary Schedule Step Advancement**

**Paratransit Salary Schedule**

**Effective June 21, 2012**

<b>Class Title</b>	<b>New Hire</b>	<b>Fully Qualified</b>	<b>After 6 Months</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
CLERK I	13.05	13.70	14.38	15.11	15.86	16.66	17.49	18.37	19.29
CLERK II	13.33	13.99	14.70	15.43	16.21	17.01	17.86	18.76	19.70
CLERK III	13.79	14.48	15.21	15.97	16.77	17.61	18.48	19.41	20.38
DISPATCHER/SCHDLR	14.38	15.11	15.86	16.66	17.49	18.37	19.29	20.26	21.27
DISPATCHER	13.79	14.48	15.21	15.97	16.77	17.61	18.48	19.41	20.38
MECHANIC I	13.69	14.37	15.09	15.84	16.64	17.47	18.35	19.27	20.23
MECHANIC II	13.79	14.48	15.21	15.97	16.77	17.61	18.48	19.41	20.38
RESERVATIONIST	13.05	13.70	14.38	15.11	15.86	16.66	17.49	18.37	19.29
RESERVATIONIST/ SCHED COOR	16.71	17.54	18.42	19.34	20.31	21.33	22.40	23.52	24.69
SAFETY/RD RSP COOR	16.71	17.54	18.42	19.34	20.31	21.33	22.40	23.52	24.69
VAN OPERATOR	13.69	14.37	15.09	15.84	16.64	17.47	18.35	19.27	20.23
PARATRANSIT SUPERVISOR	18.42	19.34	20.31	21.33	22.40	23.52	24.69	25.93	27.22

# Paratransit Salary Schedule

Effective June 20, 2013

<b>Class Title</b>	<b>New Hire</b>	<b>Fully Qualified</b>	<b>After 6 Months</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
CLERK I	13.31	13.97	14.67	15.41	16.18	16.99	17.84	18.74	19.68
CLERK II	13.60	14.27	14.99	15.74	16.53	17.35	18.22	19.14	20.09
CLERK III	14.07	14.77	15.51	16.29	17.11	17.96	18.85	19.80	20.79
DISPATCHER/SCHDLR	14.67	15.41	16.18	16.99	17.84	18.74	19.68	20.67	21.70
DISPATCHER	14.07	14.77	15.51	16.29	17.11	17.96	18.85	19.80	20.79
MECHANIC I	13.96	14.66	15.39	16.16	16.97	17.82	18.72	19.66	20.63
MECHANIC II	14.07	14.77	15.51	16.29	17.11	17.96	18.85	19.80	20.79
RESERVATIONIST	13.31	13.97	14.67	15.41	16.18	16.99	17.84	18.74	19.68
RESERVATIONIST/ SCHED COOR	17.04	17.89	18.79	19.73	20.72	21.76	22.85	23.99	25.18
SAFETY/RD RSP COOR	17.04	17.89	18.79	19.73	20.72	21.76	22.85	23.99	25.18
VAN OPERATOR	13.96	14.66	15.39	16.16	16.97	17.82	18.72	19.66	20.63
PARATRANSIT SUPERVISOR	18.79	19.73	20.72	21.76	22.85	23.99	25.18	26.45	27.76



## Paratransit Salary Schedule

Effective June 19, 2014

<b>Class Title</b>	<b>New Hire</b>	<b>Fully Qualified</b>	<b>After 6 Months</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
CLERK I	13.58	14.25	14.96	15.72	16.50	17.33	18.20	19.11	20.07
CLERK II	13.87	14.56	15.29	16.05	16.86	17.70	18.58	19.52	20.49
CLERK III	14.35	15.07	15.82	16.62	17.45	18.32	19.23	20.20	21.21
DISPATCHER/SCHDLR	14.96	15.72	16.50	17.33	18.20	19.11	20.07	21.08	22.13
DISPATCHER	14.35	15.07	15.82	16.62	17.45	18.32	19.23	20.20	21.21
MECHANIC I	14.24	14.95	15.70	16.48	17.31	18.18	19.09	20.05	21.04
MECHANIC II	14.35	15.07	15.82	16.62	17.45	18.32	19.23	20.20	21.21
RESERVATIONIST	13.58	14.25	14.96	15.72	16.50	17.33	18.20	19.11	20.07
RESERVATIONIST/ SCHED COOR	17.38	18.25	19.17	20.12	21.13	22.20	23.31	24.47	25.68
SAFETY/RD RSP COOR	17.38	18.25	19.17	20.12	21.13	22.20	23.31	24.47	25.68
VAN OPERATOR	14.24	14.95	15.70	16.48	17.31	18.18	19.09	20.05	21.04
PARATRANSIT SUPERVISOR	19.17	20.12	21.13	22.20	23.31	24.47	25.68	26.98	28.32

## 5.06 PERS

- A. Classification within the representation unit shall be enrolled in the Public Employees Retirement System (PERS) including the third level of the 1959 Survivors Benefits as allowed by PERS.
- B. In the 2006/2007 fiscal year an employee shall have a payroll deduction of the full eight percent (8%) Employee Rate plus any Employer Rate over 9.235% which is agreed is attributable to the Employer's Rate for the 1995 and 2002 PERS formula enhancements.
- C. Beginning in the 2007/2008 fiscal year an employee shall have a payroll deduction of the full eight percent (8%) Employee Rate only.
- D. Continuing in the 2008/2009 fiscal year an employee shall have a payroll deduction of the full eight percent (8%) Employee Rate only.

## **ARTICLE 6 PROBATION**

### 6.01 Length of Probation

The probationary period shall be a trial period during which METRO is to evaluate the ability, competency, fitness, and other qualifications of an employee to do the work for which she is employed.

A new employee shall be on probation immediately upon date of employment and continuing for one hundred eighty (180) calendar days. A new employee will be considered to have completed training and advance to the next pay step when she is in service without the direct supervision of a Trainer or Line Instructor.

## 6.02 Probationary Employees on Leave

It is understood that any unpaid period of absence during the probationary period shall result in an equivalent extension of the probationary period. An employee who is granted a leave of absence during her probationary period may have her probationary period extended for the same number of days that the employee was absent on leave.

## 6.03 Benefits for Probationary Employees

An employee on probationary status shall be entitled to receive the benefits provided by Article 10 and to accrue Annual Leave and Sick Leave, but shall not be entitled to take accrued Annual Leave until satisfactory completion of the probationary period, except for an employee who has had previous continuous service with METRO in a different classification and is serving a new probationary period. Accrual rates and accruals of benefits to be received shall be based on the original date of hire.

# **ARTICLE 7**

## **SENIORITY RULES**

### 7.01 METRO Seniority

METRO seniority shall commence upon the date of hire by METRO and shall accumulate during service for METRO, except for any leave, break or interruption of service exceeding twelve continuous months. After the twelve (12) month period, METRO seniority shall be maintained but not accrued. An employee who returns from any leave or combination of leaves for a period of less than thirty-one (31) calendar days and then resumes leave shall not be considered as having returned from leave for purposes of computing seniority.

District seniority defines longevity with METRO for the purposes of computing retirement benefits, longevity pay, and annual leave.

### 7.02 Classification Seniority, Rank and Rights

Classification seniority shall accumulate during service in a classification for METRO, except as stated elsewhere in this Article.

- A. Classification seniority shall commence upon date of hire by METRO for that classification.
- B. All questions of seniority shall be determined by the Union. When two or more employees are hired on the same date, they shall draw numbers in a lottery to determine their positions on the seniority roster. The lottery shall be conducted by the Union. The Union will inform METRO of its determinations of seniority ranking. METRO shall prepare a list of all employees with their seniority ranking and submit the list to the Union once annually.
- C. Classification seniority governs the choice of work assignments, days off, overtime and selection of annual leave and fixed holidays.

### 7.03 Updating and Posting of Seniority Roster

- A. A seniority roster corrected to date of issue shall be given to the Union semi-annually. The roster shall include the employee's rank by classification seniority, date of hire, and accumulated days of Classification and METRO seniority.
- B. The seniority roster will be posted by METRO and will be subject to protest for a period of fourteen (14) calendar days from the date of posting. Upon presentation of proof of error by an employee or the Union within the fourteen (14) day period, the error will be corrected if the error is substantiated by the Union. If no protest is made by an employee or the Union within the protest period, the roster will be considered correct and will not be subject to further protest, except for typographical errors. No change in the seniority rosters will thereafter be made,

except by agreement between METRO and the Union.

#### 7.04 Maintenance and Accrual of Classification Seniority

Maintenance and accrual of seniority while on layoff status, leave of absence or combination of leaves will be as follows:

- A. An employee shall maintain and accrue classification seniority for twenty-four (24) months. After twenty-four (24) months from date of layoff or absence, seniority shall be maintained but not accrued. An employee who returns from layoff or any leave for a period of less than thirty-one calendar days and then resumes leave shall not be considered as having returned from leave for the purposes of computing seniority.
- B. Military Leave of Absence:  
An employee on Military Leave of Absence as defined in Article 14.05 shall not be disadvantaged in respect to seniority.
- C. Intra-District Leave of Absence:  
An Employee accepting employment in other classifications not covered by this Agreement, but within METRO, shall maintain and accrue classification seniority for a period of time limited to the probationary period in the new classification, contingent upon payment of Union dues or service fees.

### **ARTICLE 8**

#### **WORK OUT OF CLASS AND PROMOTIONS**

##### 8.01 Probationary Period

The probationary period for work in a new classification shall begin on the first date of service in that classification.

## 8.02 Work Out of Classification

- A. The term “work out of classification” is defined as a management authorized assignment to a budgeted position on a temporary basis. Each of these assignments must be made and authorized in writing by management and shall consist of full shifts.
- B. When working out of classification, the employee shall be placed in the lowest pay step which does not disadvantage her. Pay for work out of classification shall be effective the first working day in the higher classification. Upon completion of one-thousand-forty (1,040) regular hours worked in an “out of classification” assignment, the employee shall be placed on the next pay step.
- C. All work out of classification assignments are temporary. Work out of classification to fill temporarily vacant permanent positions shall be assigned on a rotational basis among all volunteers qualified to do the work. The ParaCruz Manager shall determine qualifications for the assignment.

No employee may work out of classification to fill a temporarily vacant permanent position for more than six (6) months. After serving in the temporary assignment for 90 days, the ParaCruz Manager or designee shall prepare a written personnel evaluation. If the evaluation is unsatisfactory, the employee shall be removed from the temporary “work out of classification” assignment and her name shall be deleted from the eligibility list. Once an employee has six (6) months in the out of class assignment, that employee shall be moved to the bottom of the list and the next qualified volunteer shall be assigned.

## 8.03 Promotion

- A. If an employee is promoted to the higher classification in which the employee has worked out of

classification, the employee shall have all hours of work out of classification credited to the classification to which promoted for purposes of step advancement. The hours shall also be credited toward the probationary period in the new class, **up to a limit of three months or one half of the probationary period, whichever is less.**

- B. All METRO employees promoted to a Van Operator classification shall not be disadvantaged by a reduction in salary after successful completion of Fully Qualified status. The starting rate, once fully qualified, shall be the Van Operator wage rate closest to, but no less than, her previous base wage rate except that the top step will not be exceeded. The van Operator shall remain at that wage rate of pay until her Van Operator classification seniority makes her eligible for the next step increase.**

#### 8.04 Examinations

An employee shall be granted time off from work for a reasonable period of time to participate as a candidate in examinations for promotional opportunities with the Agency, provided she requests the time off by 11:00am of the day prior to the day requested.

### **ARTICLE 9 CLASSIFICATIONS**

#### 9.01 Availability of Class Specifications

A manual of all current class specifications shall be available at METRO's Personnel Office for review by employees and Union representatives. An employee may obtain a copy of any class specifications from METRO Human Resources Department.

Upon appointment, each new employee shall be provided with a copy of the employee's class specifications. Further, an employee shall be given a

copy of the amended class specifications as changes occur.

### 9.02 Class Specification Actions

METRO shall negotiate with the Union regarding appropriate classification whenever METRO intends to audit, classify, reclassify, create, modify, and/or abolish classes existing in, or appropriate to class specifications represented by the Union.

In addition, when the Union believes that an employee has been regularly assigned duties which do not reasonably relate to the class specification to which the employee is assigned, the Union may request, and METRO shall grant, an opportunity to negotiate with the parties involved regarding such assignment.

### 9.03 Class Specifications Identified

Class Specifications covered by this Agreement are:

- Safety and Training Coordinator
- Reservation and Scheduling Coordinator
- Dispatcher, Dispatch/ Scheduler (See Article 9.06)
- Vehicle mechanics
- ParaCruz Vehicle Operators
- Reservationist
- Clerk I, II, III
- **Paratransit Supervisor**

It is understood and agreed that if and when any new non-management positions are established, METRO will meet with the Union prior to establishing these positions or class specifications and will bargain with the Union on wages, hours, working conditions and other terms of employment for these positions or class specifications.



#### 9.04 Standard of Efficiency Established by METRO

In its hiring policy, METRO shall have the right to establish and require tests and standards of efficiency as it may deem necessary to satisfy itself of the competency and physical well being of the prospective employee for the desired position in order to fully provide for the safety of operation of its equipment, subject to the provisions of this Agreement and the applicable Safety Regulations of the California Highway Patrol or any other safety regulations provided by California law.

#### 9.05 Reclassification

**During the month of December the Union can request a reclassification study of a position. The Human Resources Manager will acknowledge receipt of the request within ten (10) working days. The Union may not resubmit a second request for a reclassification for the same position within a two (2) year period after being studied. This provision shall not prohibit management from having additional positions studied other than those submitted by the Union.**

**Beginning with December 2012, and annually thereafter, METRO agrees to conduct one (1) salary survey on the group classifications covered by this Agreement and recommended by the Union. The salary survey results shall be completed within six (6) months and reviewed by the Union. Upon completion of the review by the Union, the salary survey results shall be submitted to the General Manager. The General Manager's decision shall be made within thirty (30) days of receipt and shall be final unless he/she recommends an adjustment to the Board of Directors.**

**The Union may not recommend the same classification or group during the term of this**

**Agreement. If the reclassification referenced in this section should also result in a salary survey that survey shall count as the one (1) salary survey per year provided for herein.**

#### 9.06 Vehicle Operation

It is the business of ParaCruz to provide accessible transportation for people who are unable to independently negotiate the fixed route system due to a disability and METRO needs to do so in the context of federal and state laws and its contractual obligations. Having a stable work force is in the interest of the Union and METRO.

No employee shall have her employment terminated or her regular hours of service reduced or conditions of employment adversely affected by METRO as a result of its contracting with common carriers or competitive bidding for operation of METRO equipment in service, nor as a result of the subcontracting of paratransit services.

A minimum of seventy-five (75) percent of all monthly ParaCruz trips will be performed by METRO employees covered by this agreement. The remaining ParaCruz trips may be performed by other parties or outside vendors using a combination of METRO and non-METRO vehicles.

It is mutually understood by the parties that ParaCruz service, as detailed by the Americans with Disabilities Act (ADA), is a no default service under Federal Law. Management reserves the right using whatever means necessary, to ensure that METRO complies with Federal Law. METRO taxi-type equipment or paratransit equipment shall not be used in fixed route service. The use of METRO equipment operated by METRO shall not result in the replacement of fixed

route service of Santa Cruz Metropolitan Transit District with dial-a-ride or demand response service for the general public.

### 9.07 Arbitration Settlement

- A. Within forty-five (45) days of the execution of this agreement, METRO will create a new position entitled “Dispatcher”. This position shall be the first position in the progression of Dispatcher, Dispatcher/Scheduler Classification group. The wage scales for both positions are set forth in Article 5.05 and shall become effective when the testing and assignments referred to below are completed.
- B. Once the “Dispatcher” position is created, the employees who are currently classified in the position of Dispatcher/Scheduler shall be objectively tested to determine which of the two classifications each shall be assigned. The testing process shall consist of the scheduling of sample rides and shall be acceptable to the UTU whose acceptance shall not be unreasonably withheld. UTU will be provided with an outline of the test and will have two working days for review. UTU agrees that it will keep the testing information confidential and will not directly or indirectly allow the affected employees to have access to it.
- C. The Parties agree that they have bargained in good faith, which has resulted in the finalization of this Agreement and settles all issues arising out of the Arbitration. Each side agrees that this Agreement is final and binding.

## **ARTICLE 10**

### **HEALTH AND WELFARE BENEFITS**

#### 10.01 Medical Insurance

- A. METRO shall pay monthly medical insurance premiums for an employee, retiree, and eligible

dependents at a level sufficient to cover the cost of the basic monthly medical insurance premiums for HMO plans offered in Santa Cruz County by the CalPERS medical program.

- B. UTU ParaCruz and METRO agree that the amount METRO pays toward medical premiums for any UTU ParaCruz represented individual retiring beginning the date of July 1, 2005 will be the amount that METRO paid toward the represented individual's medical premiums at the time of their retirement, or the amount that METRO is paying for the active employees represented by UTU ParaCruz, whichever is the greater amount. Qualifying UTU ParaCruz represented individuals who retired prior to July 1<sup>st</sup>, 2005 shall continue to receive supplemental premium payments in accordance with METRO's Retiree supplemental Premium Participation Plan adopted August 25<sup>th</sup>, 2006.**
- C. An employee who declines participation in METRO's medical insurance program and produces satisfactory evidence of other medical insurance coverage shall be paid \$300 for each full three calendar month period (paid quarterly) beginning January 1 while in active service and in which METRO paid coverage would have been provided had METRO's medical program been elected. An employee selecting this option may enroll in METRO's medical insurance program during the open enrollment period.

## 10.02 Life and Accidental Death & Dismemberment Insurance

METRO shall provide term life insurance in the amount of \$25,000 and accidental death & dismemberment insurance in the amount of \$50,000 for twenty-four (24) hour coverage. Supplemental

coverages will be made available and the cost shall be paid by the employee. Plan coverages shall be reduced by fifty percent (50%) upon attaining age 70.

### 10.03 Industrial Injury

- A. Classifications within the representation unit shall be covered by Workers' Compensation Insurance to be provided by METRO.
- B. The employee may apply accumulated Annual Leave and Sick Leave in order to supplement Workers' Compensation benefits. Total compensation shall be equivalent to eight (8) hours pay per day at the employee's base wage rate.
- C. In cases where an employee is injured as a result of a serious vehicular accident or an assault or battery while engaged in the performance of duties and is hospitalized, METRO shall supplement Workers' Compensation payments so that the employee receives her regular work assignment pay for the remainder of the bid. Should said hospitalization continue beyond the current bid, the employee will receive eight (8) hours pay per day, forty (40) hours per week, if full-time and twenty (20) hours per week if part-time, at her base wage rate for the period of time that the employee is continuously hospitalized up to a maximum period of three (3) months.
- D. An employee may be required to visit METRO doctors for examination and treatment of industrial injuries within the first thirty (30) days following report of the injury except that an employee who has previously filed with METRO the name of a qualified medical physician for this purpose may be examined and treated by that physician for the period she was unable to work because of the injury.
- E. An employee who has been injured on the job and who has returned to work and who is required to take mandatory medical examinations for her

industrial injury shall be paid time lost up to a maximum of eight (8) hours. **The following medical appointments shall be considered mandatory, in order to maintain the employee's workers' compensation eligibility and paid time lost up to a maximum of eight (8) hours: AME or QME appointments, Workers' Compensation Physician ordered diagnostic appointments to include: MRIs, CAT scans, X-rays, Specialists, other diagnostic appointments and workers compensation physician evaluation appointments.**

An employee who has been injured on the job and who has returned to work and who is required to take medical treatment as a part of an ongoing industrial injury shall be paid sixty (60) minutes at her base wage rate for each required medical appointment if completed during non-scheduled work hours. To qualify for payment, the employee must submit a verification of medical visit signed by her doctor or medical practitioner on the employee's next working day after each and every medical appointment.

- F. If an employee is physically injured while on duty as a result of robbery or as a result of an unprovoked attack by another person which is reported to METRO, and the injury results in a loss of time, she shall be paid for the balance of her daily assignment, or in the case of an Extra Board employee, she shall be guaranteed the hours of the assignment of the day on which the injury occurred.

#### 10.04 Medical Arbitration

If there is a disagreement over the physical ability of an employee to resume service as an employee after a medical or industrial injury leave, METRO may require the employee to be examined by a physician of METRO's choice. If it is the decision of both the

employee's and METRO's physicians that she is physically able to return to work, a return date will be assigned within five (5) days of the decision.

If there is a difference of opinion between the two physicians, a third physician will be selected to adjudicate the disagreement, with the majority decision prevailing. The arbitrating physician shall be selected jointly by METRO and the Union from a list of five (5) physicians furnished by the County Medical or Chiropractic Societies. METRO and the Union shall alternately eliminate names from the list, with the first choice to be determined by lot. The remaining name shall be the arbitrating physician. The costs incidental to obtaining and arriving at a decision from the third physician shall be shared equally by METRO and the Union.

#### 10.05 Dental Insurance

An employee and her eligible dependents shall be entitled to dental insurance coverage with monthly premiums paid by METRO.

The plan will provide for the following coverages: 100% preventive services, 85% basic services, and 60% major services to a yearly maximum benefit amount of \$1,700. For a dependent under the age of 19, 60% orthodontics to a \$3,000 lifetime maximum after a \$50 deductible.

#### 10.06 Vision Insurance

An employee and her eligible dependents shall be covered by an insurance policy with the premiums to be paid by METRO to include:

- A. Annual vision exam, lenses and frames with a five-dollar (\$5) deductible.
- B. In a year in which an Operator or dependent does not obtain lenses and frames as provided above, she

may have applied up to \$350 toward contact lenses, after a fifty dollar (\$50) deductible.

#### 10.07 Retirement Insurance

To qualify for retirement life, dental, and vision insurance benefits an employee must accumulate ten years METRO seniority, attain the age of 50 years or more and retire under the provisions of PERS while an employee of METRO. Dental, life, and vision plan coverage shall be provided by METRO until the retired employee reaches age sixty-five (65).

#### 10.08 Survivors' Health Benefits

Upon the death of a covered employee who has dependents enrolled under the medical, dental and vision plans, the dependents shall continue to receive the same level of METRO paid insurance coverage for the twelve month period immediately following provided the continuation of benefits (COBRA) forms have been completed.

#### 10.09 State Disability Insurance

METRO shall provide for State Disability Insurance for each member of the representation unit at the expense of METRO.

#### 10.10 Deferred Compensation Plan

METRO shall make available a deferred compensation plan. An employee may choose a deferred compensation plan of her choice consistent with deferred compensation regulations.

#### 10.11 Long Term Disability Insurance

METRO shall provide a Long Term Disability Insurance plan at no cost to an employee to be offset by Governmental disability plans or METRO disability plans. The plan shall provide for replacement of 60% of actual monthly earnings, up to \$3,000 per month, and



shall commence benefits after one hundred eighty (180) days of disability.

#### 10.12 Effective Date of Benefits

- A. All insurance policies shall be prepaid. Contributions toward the employee's share, if applicable, shall be by payroll deduction.
- B. Employee dental and vision insurance benefits will be effective for full calendar months and will become effective on the first day of the following calendar month from the date of hire provided all enrollment documents have been satisfactorily completed by the employee and returned to METRO and end upon the last day of the calendar month of employment separation except as otherwise provided in this Agreement.

#### 10.13 Employee Benefits

- A. METRO shall obtain policies or provide coverage which it is required to provide in this Article which are applicable to all eligible members of the representation unit covered by this Agreement.
- B. An employee may choose to cover her principal domestic partner as a dependent under the benefits program. For the purposes of this Article, principal domestic partner is defined as an unmarried equivalent of a spouse who is either eligible to be legally married or would be eligible to be legally married except for gender for whom there is an affidavit of partnership on file with METRO. An employee may add a principal domestic partner in the insurance program twelve months following deletion of a former principal domestic partner and must provide an affidavit of an IRS qualified or non-qualified dependent, residence and spousal relationship.

#### 10.14 Employees on Leave

An employee on unpaid Military Leave of Absence is required to pay medical, life, dental, and vision insurance premiums after she has been on leave for more than one calendar month in order to continue METRO insurance benefits.

#### 10.15 Reference to Plans

METRO agrees that any changes in coverage under its employee insurance benefit plans shall be subject to negotiations with the Union during the term of this Agreement. METRO further agrees that there shall be no decrease in scope or coverage provided by the plans unless mutually agreed upon.

#### 10.16 Amount of Contributions

The amount of monthly employee contributions, if required while on leave, shall be the amounts set by the insurance carrier.

#### 10.17 Eligibility Notification

An Operator shall reimburse METRO for all costs incurred by an ineligible dependent/spouse. It is the responsibility of an employee to notify METRO's benefits representative in the Human Resources Department upon any enrolled dependent/spouse becoming ineligible or to timely apply to enroll an eligible dependent/spouse.

### **ARTICLE 11 REDUCTION IN FORCES**

#### 11.01 Reduction in Forces

A. In the event that METRO anticipates a need for a reduction in forces, METRO shall notify the Union five (5) weeks in advance of the proposed layoff so that the parties may discuss the situation of METRO and develop procedures for implementation of reduction in forces if necessary. The Union and

METRO shall complete their discussions within two weeks of original notification.

An Employee shall be mailed the layoff notice by certified mail and at least twenty-one (21) calendar days prior to the date of layoff. The date of notification shall be the date of delivery on the certified letter receipt or the date the Postal Service first attempted but failed to deliver the letter. An Employee not given at least twenty-one (21) days notice of layoff shall be given a day's pay for each day less than twenty-one (21) days up to a maximum of fifteen (15) days pay.

- B. Procedures for reduction in forces shall include, in order of preference:
  - 1. Call for volunteers, in order of classification seniority, for layoff, to be considered involuntary.
  - 2. Involuntary layoff in inverse order of original date of hire regardless of breaks in service. In the event of a tie, the original position in the seniority lottery will be used. An involuntarily laid off Employee shall be given a severance payment of forty (40) hours at the base wage rate.

#### 11.02 Laid Off Employee Benefits

- A. An Employee on layoff as a result of a reduction in forces shall have her medical, dental, and vision insurance premiums continued, at no additional cost to the Employee, for a period of ninety (90) calendar days from date of layoff.
- B. A laid off Employee shall be paid at the base wage rate for all of her unused Sick Leave in excess of sixty (60) hours and all Annual Leave. This benefit will be paid within two (2) weeks of separation. Unpaid Sick Leave hours of sixty (60) hours or less shall be retained by METRO up to three years should the Employee be reinstated. An Employee

having her name placed in the top five places of the call back list shall have the option of having her Annual Leave retained by METRO for up to one year from the date of layoff in lieu of being paid when laid off.

- C. An Employee involuntarily laid off shall be granted up to eight hours release time with pay at her base wage rate from work for the purpose of transitioning to other employment which may include resume writing, methods of job searching, interviewing, coping with stress or unemployment insurance benefits.

### 11.03 Call Back

- A. Any Employee who is laid off as a result of a reduction in forces or who volunteers for layoff (11.01B) shall have her name placed on the call back list provided she maintains good standing with the Union. METRO shall maintain the Call Back List, with Employees ranked by order of full-time classification seniority and then by part-time classification seniority. The names remaining on the call back list shall expire within three years. An Employee on the call back list shall maintain and accrue classification seniority.

For purposes of call back, an Employee shall first be called back by order of full-time classification seniority and then by part-time classification seniority which shall also include an Employee on the Furlough list having a current request to return letter on file. Employees having been placed on furlough status due to the expiration of an industrial injury leave after eighteen (18) months off work shall be called back first after notification to METRO that they have been medically released to return to work. An Employee with full-time classification seniority will have the right of first refusal for any vacancies in full-time or part-time

classifications. An Employee may decline to accept the first or subsequent offers of reemployment with METRO, so long as there is an Employee with less classification seniority remaining on the call back list. Failure to accept an offer of re-employment when least senior on the call back list shall cause the name of the Employee to be dropped from the call back list.

Notification of the opportunity to return to active employment with METRO shall be by certified mail, return receipt requested, to the last known address.

To be eligible for reinstatement, a laid off Employee must keep METRO informed of her current address. METRO's obligation to offer reinstatement shall be fulfilled by mailing notices by certified mail, return receipt requested, to the most recent address supplied by the laid off Employee.

A laid off Employee must notify METRO of intent to return no later than seven (7) days from the delivery date, as indicated on the certified mail receipt, of METRO's reinstatement offer. Failure on the part of the Employee to respond in person or by certified mail, return receipt requested, within seven (7) days shall cause the name of the Employee to be dropped from the call back list. An Employee accepting reinstatement must report to work within fourteen (14) days after notifying METRO of intent to return.

- B. METRO shall provide the Union with a list of former Employees who are on the call back list and indicate which persons have been contacted to return to work and whether they accepted or passed back the offer of work or failed to respond within seven (7) days.

#### 11.04 Call Back Procedures Meeting

METRO and the Union agree to meet and discuss call back procedures which may include the following:

- A. Return to work programs for laid off employees.
- B. Service and staffing needs of METRO.

#### 11.05 Furlough

An Employee who desires to leave her position retains the opportunity to return to employment as METRO personnel needs allow.

- A. An Employee who wishes to take advantage of furlough shall give written notice to METRO and the Union not more than seventy-five (75) nor less than twenty-two (22) calendar days before the date the desired furlough is to take effect. METRO will notify the Employee of the status of her request no later than fifteen (15) calendar days after the application is received. If the needs of METRO dictate, METRO may delay the date of release of furlough by a period not to exceed seventy-five (75) calendar days from the date of submission of request for the furlough. Once the furlough request is submitted to METRO, the Employee may not withdraw the request. Upon separation from METRO, access to the Employee's PERS contribution will be regulated by State Law.
- B. The granting of an indefinite furlough shall not exempt an Employee from discipline or discharge during the remaining days that the Employee works before the furlough commences. If suspension is the indicated disciplinary action and the amount of time prior to the beginning date of furlough is insufficient to serve the suspension period, then the Employee shall be required to pay a penalty fee equal to eight (8) hours of pay per suspension day that could not be served.
- C. The duration of the furlough will be at least six (6) months, but may continue for an indefinite period.

METRO will consider return to work requests within the initial six (6) months if unusual circumstances exist. An Employee who wishes to resume service must mail a letter of intent to return by certified mail to METRO's Human Resources Department. The letter will include the date on which the Employee will first be available for reemployment and an address and phone number where the Employee may be reached. The date an Employee provides as first becoming available for service shall not be more than twenty-four (24) months from the date the Employee began the furlough. An Employee failing to present the letter of intent to METRO and the Union within this twenty-four month period shall be considered to have resigned effective the date the furlough began. An exception to this twenty-four (24) month deadline will be made in the case of an Employee on furlough status due to an Industrial Injury, for which the time limit shall be sixty (60) months.

- D. An Employee having submitted a letter of intent to return shall be first recalled to service before any new hires, subject to the needs of service of METRO. Once an Employee has given the letter of intent to return to service, the Employee must accept the first offer of return or she will be considered to have resigned. METRO shall notify the Employee by certified mail with a copy to the Union.

If the Employee is unavailable to return to work on the date specified in METRO's notice of recall, the Employee must notify METRO within five (5) calendar days of the date the recall notice was received, whereupon METRO may arrange with the Employee a return date that is within seven (7) calendar days of the originally specified return date. METRO shall honor the letters of intent to return in the order of the dates requested for return.

## **ARTICLE 12**

### **HOLIDAYS**

#### 12.01 Holidays Listed

- A. The following days shall be considered as holidays:
- New Year's Day
  - Martin Luther King, Jr. Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
  - Employee's Birthday
- B. In the event that one of the holidays falls on a Saturday or Sunday the Agency will have the option of observing the holidays on Friday or Monday.
- C. For an employee's birthday falling on February 29, the twenty-eighth day of February will be observed as the employee's birthday in years other than leap years.

#### 12.02 Holiday Pay

- A. Holiday pay shall be as follows: Each full time employee shall be paid eight (8) hours at her base wage rate for the holidays listed in Article 12.01. Each part time employee shall be paid four (4) hours at her base wage rate for the holidays listed in Article 12.01. Holiday pay shall not be paid if the employee was scheduled to work and did not work.
- B. An employee who performs actual work on the holidays listed in Article 12.01A, shall be paid at one and one half (1 1/2) times her regular wage rate. The employee is guaranteed a minimum equal to twelve (12) hours at her regular wage rate. The eight (8) hour pay shall not be paid if the employee was scheduled to work and did not work.

If the Agency requires an employee to perform service on Thanksgiving, Christmas or New Year's Day the employee shall receive twelve (12) hours



- holiday pay in addition to one and one half times (1 1/2) her regular wage rate for all time worked.
- C. Any employee working on the holidays in Article 12.01A, who is relieved before completion of the day at her own request, or who is absent from duty and unavailable for service for part of the day, shall receive pay for only the portion of the day worked, at one and one half (1 1/2) times her regular wage rate for the service performed in addition to her holiday pay.
- D. An employee on Sick/Medical Leave status or absent on unpaid status (including industrial injury leave) on her regularly scheduled work day before, day of, or day after a holiday shall not qualify for holiday pay. An exception to qualifying for holiday pay shall be payment for time lost for a traumatic injury as defined in Article 34.02. An employee who commences working her shift, and subsequently requests and is granted unpaid time off for any part of her shift (known as waives eight), will qualify for holiday pay, so long as she would otherwise qualify.

### 12.03 Birthday Holiday

Birthday holiday shall be considered scheduled days off for all purposes, except that an employee requesting to work her assignment for that day shall be paid her regular wage rate for working that day. An employee requesting to work her assignment may elect to have eight (8) hours added to her annual leave balance or be paid her eight (8) hour holiday pay

An employee must make the request in writing by 11:00 A.M. of the day prior to the day requested.

## 12.04 Holiday Conversions

- A. If a holiday specified in this Agreement falls within an employee's Annual Leave period, or falls on any other of the employee's non-work days, the employee shall be compensated for the holiday by one of the following methods:
1. Eight (8) hours at her base wage rate (holiday pay) for a full time employee
  2. Eight (8) hours added to her Annual Leave accruals for a full time employee
  3. Four (4) hours at her base wage rate (holiday pay) for a part time employee
  4. Four (4) hours added to her Annual Leave accruals for a part time employee
- B. An employee may choose to convert any holiday specified in this Agreement to Annual Leave at full value. **An employee working on the holiday may convert the holiday pay for New Year's Day, Thanksgiving Day and Christmas Day holidays to twelve (12) hours Annual Leave for full time employees, six (6) hours Annual Leave for part time employees.**
- C. An employee must make the request to convert a holiday to Annual Leave in writing by 10:00 A.M. **the day** prior to the holiday.

## 12.05 Service Reduction on Holidays

In the event that METRO reduces service levels on holidays, the Union and METRO shall collectively bargain in good faith on appropriate procedures for holiday sign-up and work.

## 12.06 No Pyramiding

This rule is not to be construed as requiring overtime pay on overtime pay.

**ARTICLE 13**  
**ANNUAL LEAVE**

13.01 Accruals

- A. Classifications within the representation unit shall accrue Annual Leave while in paid status and in accordance with the following rate based on METRO seniority (except as otherwise stated in this Labor Agreement):

METRO Seniority	Hourly Accrual Rate	Approximate days per year
Through 4 years	0.0480	12.5
5 through 9	0.0788	20.5
10 through 13	0.0980	25.5
14 through 16	0.1096	28.5
17 and over	0.1173	30.5

- B. An employee may not carry over more than her earned Annual Leave accrual amount at the end of that fiscal/payroll year. Any Annual Leave accrued in excess shall be paid in cash.
- C. Unused Annual Leave accumulated beyond eighty (80) hours may be paid in cash at the employee's base wage rate up to 200 hours annually upon written request at least fourteen (14) days in advance of the payroll date provided the employee has taken at least five (5) annual leave days during the previous twelve (12) months. Payment shall be made in the first pay period of March, June, September, and December of each year.
- D. An employee separating from employment with METRO shall be paid for unused Annual Leave at her base wage rate.
- E. Annual Leave compensation:  
An employee will be compensated eight (8) hours per day, at her base wage rate, for each day taken on Annual Leave.

- F. An employee may voluntarily donate any accrued Annual Leave to assist another METRO employee whose Annual Leave and Sick Leave balances may have been depleted due to the necessity of providing Hospice or critical care to ailing family members, as provided in METRO regulations.

### 13.02 Scheduling of Annual Leave

Annual Leave shall be taken for vacation or other personal reasons. METRO shall establish a schedule which permits each employee to have the opportunity to take a minimum of all earned Annual Leave for the calendar year. The right of preference for dates on the Annual Leave schedule shall be governed by classification seniority. For the purposes of this article, all driver classifications shall be treated as one.

- A. The Annual Leave Calendar containing designated Annual Leave spaces shall be as follows:

Winter Bid

**3 Drivers, 1 Mechanic, 1 Clerk, and 2 all other non-driver classification (no more than one (1) per classification)**

Summer Bid

**4 Drivers, 1 Mechanic, 1 Clerk, and 3 all other non-driver classification (no more than one (1) per classification)**

Fall Bid

**3 Drivers, 1 Mechanic, 1 Clerk, and 2 all other non-driver classification (no more than one (1) per classification)**

Additionally on the following days:

Thanksgiving, the day after Thanksgiving, **Thanksgiving weekend** and December 24<sup>th</sup> through January 1:

**7 Drivers, 1 Mechanic, 1 Clerk, and 3 all other non-driver classification (no more than one (1) from any classification)**

At such time that the number of employees increase by ten (10) from current (7/1/06) staffing levels, METRO and the Union will negotiate additional Annual Leave slots.

- B. Bidding for Annual Leave will be done in writing every bid cycle change. Each employee will deposit her Annual Leave proxy with a bidding representative prior to 5:00 P.M. on her appointed day.

Posting of Annual Leave during bidding shall be in order of seniority, beginning with the most senior employee. Employees' choices will be posted to the Annual Leave Calendar at the beginning of the day following the day they are received. An updated Annual Leave Calendar will be made available at ParaCruz Base as soon as possible following the posting of the previous day's selections. The Annual Leave calendar shall indicate spaces guaranteed and spaces remaining open beginning with the first day of the bid cycle and extending through the following 365 day period.

- C. The Annual Leave Calendar for the following bid period will remain open to all employees on a first-come, first-served basis, regardless of an employee's classification seniority. All requests must be submitted by the employee by 10:00 A.M. five (5) days in advance. Signing on Annual Leave for days that are left open on a first-come, first-served basis shall be handled as follows:

An employee shall fill out a "Request for Time Off" form indicating the date(s) on the calendar that she wishes. This form shall be turned in to the ParaCruz Manager or designee and a copy returned to the employee making the request. The ParaCruz Manager or designee shall respond in writing to the employee by 12:00 noon of the second regular workday (Saturdays, Sundays, holidays excluded) following the date the request was submitted.

No later than each Tuesday, METRO shall make available at each ParaCruz Base an updated copy of the Annual Leave Calendar. The calendar shall indicate the spaces guaranteed and open spaces remaining from the current date through the end of the period available for sign up at the most recent semi-annual sign-up.

### 13.03 Cancellation of Annual Leave

- A. An employee will not be required to take Annual Leave on the dates for which she has signed up, but those dates will be set aside (guaranteed) for her time off. An employee whose work has been posted for hold-down who then decides not to utilize her guaranteed time off must notify the ParaCruz Manager or designee at least thirteen (13) days prior to the date her Annual Leave begins. All other employees must give five (5) days notice. Failure to do so will result in the employee being required to take her Annual Leave as scheduled.
- B. Any changes requested by an employee to the Annual Leave Calendar will be submitted in writing on the appropriate form and shall be effected by the ParaCruz Manager or designee.
- C. An employee who wishes to cancel Annual Leave that has been assigned as a hold-down may do so subject to the following conditions:
  - 1. She must submit a written request to the ParaCruz Manager or designee.
  - 2. She shall work the Extra Board for the time canceled and shall not be eligible for hold-downs during that period.
  - 3. She shall maintain her regular days off.
  - 4. She may exercise her seniority for order of assignment as outlined in Article 31.05A.
- D. An employee who is not qualified to bid or who loses her bid under the provisions of Article 30.04C shall have all her previously signed up annual leave

days canceled for that bid period. This shall in no way impair the ability of employees unable to bid because of medical reasons from requesting supplemental pay from their annual leave balances.

#### 13.04 Annual Leave Waiting Lists

A permanent waiting list will be maintained for all time available for bidding (one year) with the Annual Leave Calendar. The waiting list will be established prior to the bidding time for the first employee, and will become part of the Annual Leave Calendar for that bid cycle. The waiting list will include all employees that request Annual Leave on that day. If an employee wishes to take a particular day off and no open spaces remain for that day on the Annual Leave Calendar, her name shall be entered on the waiting list.

Sign-up on the waiting list will be handled in the same manner as sign up for guaranteed spaces on the Annual Leave Calendar; that is, in order of seniority during the bid sign-up and first-come, first-served after the bid sign-up is completed. In the event that spaces become available on the Annual Leave Calendar, employees whose names are on the waiting list will be contacted in the order that their names appear to confirm their Annual Leave sign-up for that day.

#### 13.05 Annual Leave Planning and Qualifications

Planning of Annual Leave must be in accordance with the following and will be used as a guideline for priority:

- A. The employee must have adequate accrued Annual Leave to be eligible for that leave. This shall include all Annual Leave time accrued through the end of that Annual Leave. Advance Sick Leave conversion and/or holiday conversion cannot be utilized until actually earned and credited to the employee's Annual Leave balance.

- B. METRO shall be responsible for keeping accurate records for qualification for Annual Leave. An employee with insufficient accruals of Annual Leave time will be contacted by the ParaCruz Manager or designee prior to the thirteen (13) or five (5) day cancellation deadline and given the opportunity to cancel the time she is not qualified to take on a day by day basis. An employee who does not cancel her Annual Leave will have any necessary adjustments to signed on Annual Leave time made by the ParaCruz Manager or designee.
- C. Annual Leave Bidding:

An Annual Leave bid proxy shall be submitted by each employee by 5:00 P.M. of the day the employee is scheduled to bid for annual leave. In the event an employee fails to submit her Annual Leave proxy by the 5:00 P.M. deadline, but does submit her Annual Leave proxy time stamped no later than 8:00 A.M. of the next day, the affected employee's seniority number for choice of Annual Leave shall fall to the bottom of the bid list for her bidding day. The seniority lost by that placement shall determine the employee's eligibility for Annual Leave as noted on her proxy. In the event more than one employee misses the 5:00 P.M. deadline on the day of bidding, the affected employees shall be ranked for choice of Annual Leave by classification seniority. An employee who fails to submit her Annual Leave proxy by the final 8:00 A.M. deadline shall forfeit her right to bid Annual Leave for time beyond the next **bid** period.

### 13.06 Illness During Annual Leave

If an employee becomes seriously ill and is incapacitated while on Annual Leave and the illness can be supported by a written statement from a physician, the employee shall have the period of illness



charged against Sick Leave and not Annual Leave upon written request.

### 13.07 Advance Pay on Annual Leave

An employee may be paid for her scheduled Annual Leave in the last paycheck received prior to taking the Annual Leave days, provided she makes a written request before the closing of the payroll for that paycheck.

## **ARTICLE 14 LEAVES OF ABSENCE**

### 14.01 Medical Leaves of Absence

A. An employee absent because of illness, except workers' compensation injuries, shall be considered to be on Medical Leave of Absence after one continuous absence of more than seven (7) calendar days. The leave shall be limited to a period of six (6) months beginning with the first day of continuous absence. An employee shall present a physician's certificate of medical conditions within thirty (30) days of the first continuous day of absence and every thirty (30) days thereafter. **For industrial injury leaves an employee shall present a physician's certificate of medical conditions every forty-five days (45) after the initial certificate is provided.** An employee may present the certificate by certified mail.

**In some circumstances due to the serious nature of a medical condition an employee may be unable to provide medical documentation within the specified time limits. If sufficient documentation is provided METRO may waive the thirty (30) day requirement for a physician's certificate.**

B. An employee on medical leave unable to return to work and perform the duties of an employee within

- the twelve (12) month maximum leave period will be placed on Furlough status.
- C. An employee who desires to return from Medical Leave will present a physician's release stating a return-to-work date. Should an employee returning from a leave require retraining she will be returned to service within seven (7) calendar days from receipt of the written release.
  - D. An employee who is on Medical Leave of Absence on account of illness and who accepts regular, outside gainful employment shall not be terminated unless at the time she performs the outside employment she is physically able to perform her duties as an employee on a regular, full-time basis. The employee will notify METRO and the Union of the employment. An employee who is on Medical Leave of Absence because of physical restrictions, and who is receiving benefits under any State law which requires her to accept gainful employment to be eligible for these benefits, shall not have her services terminated provided that she immediately informs METRO and the Union of the employment and its duration.
  - E. METRO shall respond in writing within five (5) working days to all requests for extensions with copies of said response given to the employee and the Union.
  - F. The employee may apply accumulated Sick or Annual Leave in order to cover absences due to illness or injury or to supplement State Disability Insurance benefits. Total compensation shall not exceed eight (8) hours pay per day at the employee's base wage rate.

#### 14.02 Leave on Account of Industrial Injury

An employee on leave due to industrial injury has the right to receive compensation pursuant to State Workers' Compensation Law and Article 10.03. An

employee shall continue to accrue METRO and Classification seniority for twelve (12) months. The employee will have METRO-paid medical, dental, and vision insurance through the month following the month of injury. The employee will be returned to service within seven (7) calendar days from receipt of the written release and final clearances from industrial injury. An employee on industrial injury leave and unable to return to work and perform her duties within eighteen months shall be placed on Furlough status. An employee placed on Industrial Injury Furlough status shall have recall rights before non-medical recalls when they are medically released to return to work. The two year return to work notification requirement shall be waived in accordance with Article 11.05 C.

#### 14.03 Parental Leave

A pregnant employee may continue working as long as the performance of assigned duties is not impaired. An employee may apply for and be granted a Parental Leave of Absence for up to twelve (12) months. The employee may be required to produce a physician's certificate of medical condition.

An employee who accepts placement of a child under the age of eighteen (18) months, in anticipation of completion of a legal adoption, shall also be entitled to a Parental Leave of Absence for up to twelve (12) months, and shall be entitled to all other provisions set forth in this policy.

A. Notification of Leave:

Except for the initial leave, an employee must notify the ParaCruz Manager or designee one month in advance of the date the employee intends to take additional Parental Leave.

B. Notification of Return to Work:

When the employee is ready and available to return to work, she will give written notification to

METRO of her intent to return. METRO shall place the employee back in service within fourteen (14) calendar days from receipt of the written notification.

C. Use of Annual Leave and Sick Leave Accruals:

An employee may use accumulated Sick Leave and Annual Leave to cover absences related to maternity, paternity or adoption. Annual or Sick Leave may be used for continuous absences or for individual days. An employee may also use Annual Leave or Sick Leave accruals to supplement State Disability Insurance payments.

1. Request for Payment:

An employee using Annual Leave or Sick Leave accruals as noted above must submit a written request to the ParaCruz Manager or designee in a timely manner. The request shall specify from which account pay is to be drawn and include specific dates to be covered. Payments of Annual Leave or Sick Leave shall coincide with the regular payroll period.

2. Request for Singular Days of Parental Leave:

An employee may use Sick Leave or Annual Leave to cover absences related to maternity, paternity or adoption. Requests for singular Parental Leave days shall be made prior to 11:00 A.M. of the day before the requested day. No singular Parental Leave days shall be granted the day before, day of, or day after the holidays listed in Article 12.01. Two employees per day shall be allowed to use this option. Requests for time off under this section shall be approved by the earliest time stamp. There will be no unpaid singular days allowed under this Section. Parental Leave days will not be considered as counted absences per Article 15.04.

#### 14.04 Bereavement Leave

Employees shall be allowed one day off to attend the funeral of any individual who shared a significant personal relationship with the employee. The employee may request payment from her Sick Leave accruals for absence due to these occasions, not to be considered a counted absence per Article 15.04.

METRO shall grant time off and shall pay an employee up to three (3) eight (8) hour days at her base wage rate for any regularly scheduled work days lost in order to make arrangements and attend services due to the death of a member of the family: parent, step-parent, sibling, step-sibling, child, step-child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, aunt, uncle, niece, nephew, grandchild, spouse, or principal domestic partner. An additional two (2) days paid time off at the employees base wage rate shall be granted if the distance traveled to the funeral is greater than three hundred fifty (350) miles. METRO may require verification of the distance traveled.

The three (3) days shall be construed as full eight (8) hour days only, and may be taken only within the seven (7) calendar days starting with the day of death or funeral. Any exceptions to this seven (7) day rule shall be made only by arrangement between the employee and management during the seven (7) day period. The employee must notify the ParaCruz Manager or designee before beginning the leave.

Time paid for Bereavement Leave shall be considered as time worked for all purposes, excluding overtime.

#### 14.05 Military Leave

An employee who is inducted into the armed forces of the United States, or who volunteers for service during a national emergency shall, upon completion of the service, be reinstated to her former position with no loss of seniority, status, and base wage rate, provided that she shall have been discharged from the military service and she is still mentally and physically qualified to perform the duties of the position. Reemployment will begin no later than ninety (90) days subsequent to discharge. If hospitalization after the discharge continues for a period of not more than one (1) year, reemployment shall begin no later than ninety (90) days after the date hospitalization ends.

An employee who has been employed by METRO and is required to attend military exercises as part of her Military Reserve obligation shall be given leave to do so without loss of seniority, benefits, or Annual Leave or Sick Leave accruals.

#### 14.06 Jury Duty

As a citizen it is the employee's duty and privilege to participate in certain governmental affairs. One of these is jury duty. If the employee is called for jury duty, or subpoenaed as a witness, the employee must present the summons to the ParaCruz Manager or designee. The employee shall be granted a leave, the days of which will be governed by the time stated on the summons.

- A. Upon remitting fees (less travel allowances) to METRO which the employee receives, she will receive her base wage rate for her regularly scheduled workweek.
- B. Days lost because of jury service will be considered time worked for purposes of accrual of Annual Leave, Sick Leave, benefits and all other purposes.

- C. At the employer's request, adequate proof must be presented of time served on jury duty.
- D. No employee shall be entitled to compensation for service on the Grand Jury.
- E. If necessary due to extended trials, METRO and the affected employee shall arrange a schedule which guarantees the employee two consecutive days off with no loss in weekly guarantee.
- F. An employee scheduled for jury duty or answering a subpoena as defined above on a regular day off, other than paragraph E above, shall receive alternative equal time off during the pay period or receive eight (8) hours pay at straight time rate.

#### 14.07 Hospice and Critical Care Leave

- A. An employee shall be granted necessary leaves to care for a critically ill family member with appropriate verification, not to exceed six (6) months in a twelve (12) month period. The leaves shall be granted on a daily, weekly or monthly basis as needed, provided that the request is submitted by 11:00 A.M. prior to the day being requested. An employee may be paid for these absences from her Sick Leave or Annual Leave accruals.

In the event a family member with a previously verified long term critical illness experiences periodic acute traumatic episodes for which emergency medical treatment must be sought, an employee shall be granted immediate release from her assignment to seek treatment for her family member. Release time shall be counted as leave under this Section.

- B. An employee may voluntarily donate any accrued Annual Leave to assist another METRO employee whose Annual Leave and Sick Leave balances may have been depleted due to the necessity of providing Hospice or critical care to ailing family members, as provided in METRO regulations.

#### 14.08 Intra-METRO Leaves of Absence Out of Classification

An employee accepting employment in other classifications not covered by this Agreement, but within METRO, shall be granted a leave of absence. An employee on the call back list accepting employment in other classifications within METRO shall continue to accrue and maintain classification seniority.

#### 14.09 Good Standing with the Union

An employee granted a leave of absence under the provisions of this Article must remain in good standing with the Union or pay the appropriate service fees if she wishes to retain her METRO and classification seniority rights on positions covered by this Agreement.

#### 14.10 Personal Leave

An employee who is unable to obtain leave under any other time-off policy and who desires an unpaid leave of absence for personal reasons shall set forth such reasons in writing and present them to the General Manager. Conflicting requests for unpaid personal leave of absence will be considered on a first-come, first-served basis. Considering conditions prevailing in METRO at the time the request is made, the General Manager shall determine whether or not a leave shall be granted, as well as the period of time to be covered in said leave. Requests for unpaid leave shall not be unreasonable denied; however, the General Manager has the right to deny an employee's request if the purpose of the leave is a vacation and an annual leave balance exists. Requests for leave, if granted, shall be granted for thirty (30) calendar days or less. During this leave METRO shall continue to pay its share for medical, dental and vision benefit coverage. Except in the event of an employee emergency, no more than one



unpaid leave of absence may be requested by an employee in any calendar year, nor can an employee request unpaid leave for consecutive 30-day periods.

An employee may request a personal leave of absence no sooner than sixty (60) calendar days prior to the commencement of the leave. Employees requesting an unpaid leave of absence shall be notified in writing of the denial or approval not less than thirty (30) calendar days of the commencement of the leave date. If an employee is requesting unpaid leave of absence less than sixty (60) calendar days before the commencement of the leave date, she shall be notified in writing of the approval or denial within fifteen (15) calendar days of the leave. Once approved, METRO or the employee may not rescind an unpaid leave unless an unforeseeable emergency situation necessitates such denial. Documentation of unforeseeable emergency will be required.

## **ARTICLE 15 SICK LEAVE**

### 15.01 Accrual and Use of Sick Leave

- A. A full-time Employee shall accrue Sick Leave while in paid status at the rate of .0462 hours per hour worked (approximately 12.5 days per year). Sick Leave shall mean personal illness or physical incapacity caused by factors over which the Employee has no reasonable immediate control, or the illness of a member of the immediate family of the Employee which illness requires her personal care and attention. Immediate family shall include the parent, spouse and children, principal domestic partner, brother or sister of the Employee, or family member residing within the house of the Employee.
- B. Sick Leave shall not be construed as a privilege which an Employee may use at her discretion, but shall be allowed only in the cases of necessity set forth herein.

- C. Unused Sick Leave may be accumulated up to one hundred (120) days. Any Sick Leave accumulated beyond twelve (12) days or ninety-six (96) hours may be converted to Annual Leave at full earned value and added to an Employee's Annual Leave.
- D. For purposes of calculating Sick Leave, a day's pay shall consist of eight (8) hours at the Employee's base wage rate. An Employee shall be compensated for all time lost from work up to eight (8) hours.
- E. If an Employee's illness exceeds seven (7) calendar days, the Employee may elect to discontinue payment of Sick Leave in order to receive State Disability Insurance payments.
- F. An Employee with five (5) years of continuous service with METRO shall be paid for unused Sick Leave when she retires under the provisions of the Public Employees Retirement System.

#### 15.02 Notification

An Employee calling in sick must telephone her home Base not less than one (1) hour prior to her assigned, scheduled report time or she shall be charged with a miss-out. This shall not be construed as applying to an Employee who is medically unable to perform her duties while at work as determined by METRO or a Medical Professional. Medical verification shall be obtained that day.

#### 15.03 Returning to Duty

An Employee returning to duty from absences shall notify her home Base by 11:00 A.M. the day before she intends to return to be given her regular assignment for that day. If the Employee notifies METRO of her intent to return between 11:00 A.M. and 5:00 P.M. of the day prior to her return, she shall be guaranteed work but shall not be guaranteed her regular assignment. If the Employee fails to notify her Base of her intent to return by 5:00 P.M. on the day prior to her return, she shall not

be guaranteed work for the day of her return. If the Employee is not assigned, she shall remain on sick status for that day.

#### 15.04 Absence Policy

A. All sick calls are counted absences toward progressive discipline for excessive absenteeism. An Employee shall be required to submit a physician's certificate for absences in excess of five (5) consecutive working days, stating that the Employee has been under the physician's care and is able to return to work. Doctor's appointments will be counted as absences unless the Employee submits medical verification to her Supervisor that she is required to have pre-scheduled medical appointments. This verification must include the name of the medical practitioner and how many appointments are anticipated, if known, and must be submitted at least forty-eight (48) hours before the appointment begins.

This exception is designed for an Employee who must undergo pre-scheduled medical treatments such as, but not limited to, prenatal care, physical therapy and chemotherapy, or who is required to be absent as a result of a chronic illness or disease as verified by a licensed medical practitioner.

B. Absences will be counted as follows:

1. One day equals one absence.
2. Two or more consecutive workdays equals one additional absence.

C. Progressive Discipline:

Progressive discipline shall be applied for excessive absenteeism. An Employee maintaining a balance of greater than sixty (60) hours of Sick Leave shall not be subject to discipline under this Section.

1. When an Employee has had twelve (12) counted absences during a floating 365

calendar day period she will be given formal counseling.

2. Seventeen (17) counted absences within a floating 365 calendar day period will result in a written warning to the Employee for violation of the attendance policy.
3. Twenty (20) counted absences within a floating 365 calendar day period may subject the Employee to discharge unless number 5 below has been met regardless of the Employee's request.
4. An Employee who is absent from work a total of twenty (20) or more days in a floating 365 calendar day period may be subject to discipline if a pattern of abuse is demonstrated.
5. After one hundred eighty (180) calendar days without a counted absence, all prior Employee's counted absences will be rescinded upon request. The Employee must be actively working during this one hundred eighty (180) calendar day period.

## **ARTICLE 16 DISCIPLINE AND DISCHARGE**

### **Preamble**

This Agreement between METRO and the Union is based upon a spirit of cooperation between the Employees and METRO to provide a fair and equitable basis for the parties to handle discipline matters which may be brought before them. The parties do recognize the responsibility of each to provide fair treatment to both parties.

In order that this preamble may be effectuated to its fullest, the procedures for handling discipline matters in an amicable manner are outlined as follows:

## 16.01 Grounds for Discipline and Discharge

- A. No Employee will be disciplined, discharged, nor will adverse entries be made in her personnel record except for just and sufficient cause. Any adverse entries in an Employee's record shall be regarded as discipline and are subject to the provisions of this Article. Formal counseling shall not be considered discipline; however, records of this counseling may be kept for purposes of progressive discipline upon notification to the Employee and the Union. This formal counseling will be conducted in a manner that ensures the Employee's privacy.
- B. No Employee may be suspended, discharged or removed from service prior to completion of the full appeal and hearing process as outlined in this Article and Article 18, except for one (1) or more of the following reasons:
  - 1. Intoxication or use of alcoholic beverages or restricted dangerous drugs while on duty
  - 2. Gross misconduct
  - 3. Blatant insubordination
  - 4. Serious accident
  - 5. Criminal activity while on duty
  - 6. Excessive miss-outs
  - 7. Invalid driver's license
- C. An Employee may be disciplined for abuse of Sick Leave in accordance with the standards identified in Article 15.

## 16.02 Miss-Out Rule

- A. An Employee must report for her assignments within one (1) minute of her scheduled report times or she will be charged with a miss-out. An Employee calling in sick must telephone her home Base at least sixty (60) minutes prior to her scheduled report time or she will be charged with a miss-out. An Employee not reporting within one (1) minute of her scheduled report time may be called

within sixty (60) minutes of the scheduled report time and requested to report to work, at her last known telephone number in the records of METRO, dependent upon the needs of METRO.

- B. An Employee who is not notified of a miss-out by the end of the next day shall not be charged with that miss-out. The notice shall be time stamped with a copy deposited in the Union mailbox. In the event that the Employee is not available, the copy to the Union shall suffice as notification.
- C. Disciplinary action for miss-outs shall be based on the following schedule. Miss-outs shall remain on an Employee's record for three (3) months.

- One (1) miss-out ..... Caution Notice

- Two (2) miss-outs ..... Written Warning

- Three (3) miss-outs ... One day suspension/  
10 day step reduction

- Four (4) miss-outs ..... Three day suspension/  
30 day step reduction

- Five (5) miss-outs ..... Ten day suspension/  
100 day step reduction

- Six (6) miss-outs ..... Subject to discharge

- D. No Show Rule:

An Employee who fails within one hundred twenty (120) minutes of her scheduled report time to report to work shall be charged with an additional miss-out for that day and shall be assessed an additional one day suspension. For this No Show penalty to be assessed, METRO must have called the Employee, as described in Paragraph A above, and if reached, requested her to report to work and informed her that failure to report will result in a No Show. All calls will be logged and if METRO is unable to reach the Employee, the No Show will be assessed.

- E. Miss-outs may be waived if an Employee provides proof that she could not report on time due to one of the following:
1. Inability to report due to hospitalization of Employee or immediate family
  2. Involvement in automobile accident
  3. Natural disaster (excluding power failures)
  4. Schedule failure of public transit
  5. Traffic congestion due to accident or temporary construction
- F. An Employee who fails to report as a result of METRO scheduling errors shall not be charged with a miss-out.

#### 16.03 Notice of Intent to Discipline or Discharge

METRO shall notify the Employee in writing of the intended discipline or discharge. The notice shall include Notice of Intent case number, a statement of the precise and complete charges, and shall be given to the Employee no later than twenty (20) days after the date of METRO Management's knowledge of the occurrence which is the basis for the charges. In the event that the Employee is not available, METRO may send the Notice of Intent to the Employee by certified mail postmarked no later than eighteen (18) days after METRO Management's knowledge of the occurrence. A time-stamped copy of this notice shall be sent to the appropriate Union Base Representative on the same day as it is sent to the Employee. The Notice of Intent shall be signed by the Manager of Operations or designee. In the Notice of Intent, there shall be included the disciplinary action recommended:

- A. Letter of Reprimand - May request first level hearing.
- B. Suspension - Automatic first level hearing, including date of hearing; or if offered in lieu of the suspension and elected by the Employee, a

temporary one pay step reduction - right of appeal is waived.

- C. Discharge - Automatic first level hearing, including date of hearing.

#### 16.04 First Level Hearing Procedures and Time Limits

The first level hearing shall be heard by the Manager of Operations or designee and must be held before any Employee is suspended or discharged. A first level hearing will also be held in the case of a letter of reprimand, if requested by the Employee.

- A. Letter of Reprimand Hearings (requested by an Employee):

Hearings on Letters of Reprimand must be requested by an Employee within ten (10) days of the receipt of Notice of Intent to Discipline or the Letter of Reprimand will be placed in the Employee's personnel file. The Manager of Operations or her designee shall hold the hearing within ten (10) days of receipt of the request for hearing from the Employee.

- B. Hearings on Suspensions or Discharges:

Hearings on suspensions or discharges shall be held no less than five (5) days and no more than fifteen (15) days from the time the Union and the Employee receive the time stamped Notice of Intent to Discipline, except in cases where extension of time limits is agreed upon.

- C. Notification of Hearing:

Five (5) days before the first level hearing, the Manager of Operations or her designee shall provide notification of the hearing date to the Union and every Employee who is entitled to one. The notification of the hearing shall include:

1. Time of hearing
2. Place of hearing
3. Date of hearing
4. Notice of Intent case number



#### D. Report of Hearing:

No more than ten (10) days following the hearing, the Manager of Operations or her designee shall submit a report of the hearing to the Union and the affected Employee. This report shall contain the following:

1. Date
2. Names of those present
3. Notice of Intent case number
4. Statement of each charge
5. METRO decision on each charge

### 16.05 Final Appeal Before Arbitration

If a disciplinary action or discharge is not settled to the satisfaction of the Employee or the Union at the Operations Department level, the Employee or the Union may refer the disciplinary action or the discharge to the General Manager or her representative.

#### A. Request for Appeal Hearings:

The Union or the Employee must request any appeals within ten (10) days from receipt of the decision of the Manager of Operations or designee.

The final appeal hearing shall be held within fifteen (15) days from the date of the request of the hearing by the Union, with the understanding that the Employee and the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance.

The Employee shall have the opportunity to arrange representation and/or witnesses, who will be released from duty without loss of compensation if employed by METRO. The Employee's representative or the Employee if not represented will be allowed to question all witnesses.

#### B. Written Decision of Appeal Hearing:

No more than ten (10) days after the date of the appeal hearing, a written decision on the disciplinary action or discharge shall be prepared by

the General Manager or her representative and a copy shall be given to the Union and the affected Employee. The decision shall contain:

1. Date and Case Number
2. Names of those present
3. Statement of each disciplinary action or discharge
4. METRO's decision on each charge

#### 16.06 Employee's Rights

- A. At any meeting or investigation, at any level of the appeal and hearing procedure, the Employee and/or Union representative (with authorization from the Employee) shall be allowed to get whatever information is desired from the Employee's personnel file.
- B. Any disciplinary action resulting in suspension or discharge shall be reported to the Union within two days, and confirmed by letter within three (3) days of the date and time of notification of the Employee.
- C. If at the meeting or a subsequent hearing, the Employee who was suspended is determined to be completely blameless of charges regarding the offense; she shall be reinstated to her former position without loss of METRO or classification seniority and will be paid wages lost as though she had not been suspended. It is agreed that no entry shall be made on the Employee's record of the suspension, if the Employee was found to be completely blameless. If it is found that the Employee in question was partially blameless, then METRO may reduce the penalty and/or return some or all of the Employee's lost wages.
- D. An Employee shall be given an opportunity to answer any charges or complaints in writing. This response shall remain part of the Employee's record as long as the complaint or charge remains on file.

- E. The Employee shall have the right to Union representation at any meeting or hearing that she has a reasonable basis to suspect may result in discipline. The Employee's representative, or the Employee if not represented, will be allowed to question all witnesses.
- F. Adverse notations on the Employee's record that result in a three (3) day suspension or less which are more than twelve (12) months old shall not be used for future discipline. Disciplinary suspensions of more than three (3) days which are more than five (5) years old shall not be used for future discipline.
- G. No adverse entry shall be placed in an Employee's file unless written and signed by the person making the charge or complaint. Hearsay evidence shall not be the basis for discipline or adverse entry in the Employee's record. Written declarations signed by the witness may be used as evidence. An Employee cannot be suspended as a result of a passenger complaint, unless the Employee has the right to face her accusers or witnesses in person. If METRO suspends or discharges an Employee under provisions of 16.01B prior to the completion of the first or second level hearing, the Employee has the right to face her accusers or witnesses in person before the discipline is imposed.

#### 16.07 Assessment of Suspensions

Suspensions shall be served within thirty (30) days of the date of the final decision on the suspension or within twenty (20) days of return to work. Multiple day suspensions shall be served consecutively. METRO shall determine the dates of suspension.

#### 16.08 Extensions

By agreement between METRO and the Union, the limits set forth in this Article may be extended to specific times in individual cases. They shall be further

extended by up to one year whenever the Union shall advise METRO in writing that the grievance or claim has been appealed to the International Union for decision within the organization and that upon determination of the appeal, the case will be renewed actively by the Union. Whenever cases are first to be adjudicated within the Union, it is understood that METRO shall not be penalized for accrual of time from the date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to proceed with the case, at which time the extension of time shall end and the limits shall be applicable to the case.

#### 16.09 Time Limits and Forfeiture

In computing the time limits as fixed in this Article, Saturdays, Sundays, and holidays shall be excluded. The failure of METRO to adhere to the time limitations set forth above shall result in forfeiture of METRO's case. If an Employee and the Union representative fail to attend any meeting or hearing referred to in this Article, it shall result in the right of the Union to appeal to the next level.

#### 16.10 Discipline or Discharge of Probationary Employees

The provisions of this Article shall only apply to fully qualified Employees who have satisfactorily completed their probationary period.

#### 16.11 Exclusionary Rule

If within ten (10) days from receipt of the first level decision and prior to the second level hearing, the Union requests a written document(s) that was in METRO's possession, and it is not provided, then METRO shall be excluded from using it in arbitration.

## **ARTICLE 17**

### **GRIEVANCES AND CLAIMS**

#### 17.01 Definition

A grievance is defined as any controversy between METRO and the Union arising out of or by virtue of the Agreement. Grievances and claims must be filed within twenty (20) days after the alleged violation becomes known to the Union.

#### 17.02 Notification

If a grievance is alleged by the Union, it must be filed in writing with the appropriate METRO management official, as the case may be, within twenty (20) days after the occurrence or discovery of the alleged grievance. The grievance must be concise and in writing and must state what specific section of this Agreement or rule or policy of METRO has been violated, and contain a brief description of the violation, any steps that were taken to secure informal resolution, and proposed resolution of the grievance.

#### 17.03 Informal Conferences

The parties are encouraged to meet prior to filing the written grievance and work to resolve disputes.

#### 17.04 Hearing

Within fifteen (15) days after the receipt of the grievance, the parties shall meet in a hearing and attempt to settle the grievance, with the understanding that the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance. A written decision shall be rendered within ten (10) days after completion of the hearing and copies furnished to all parties.

#### 17.05 Final Appeal Before Arbitration

Within ten (10) days after the receipt of the decision of METRO management, an appeal may be directed to

the General Manager or her representative. The hearing will be held within fifteen (15) days and the Employee and the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance. A written decision shall be rendered within ten (10) days after completion of the hearing and copies furnished to all parties.

#### 17.06 Extension of Time Limits

The time limitations set forth in this Article may be extended by mutual written agreement. They shall be further extended by up to one year whenever the Union shall advise METRO in writing that the grievance or claim has been appealed to the International Union for decision within the organization and that upon determination of the appeal, the case will be renewed actively by the Union. Whenever cases are first to be adjudicated within the Union, it is understood that METRO shall not be penalized for accrual of time from the date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to proceed with the case, at which time the extension of time shall end and the limits shall be applicable to the case.

#### 17.07 Violation of Time Limits

The failure of the Union to adhere to time limits set forth above or to appear at the time of the hearing shall cause forfeiture of the Union's case. The failure of management to adhere to the time limitations set forth above shall result in the right of the Union to appeal to the next level.

#### 17.08 Applicability of Article

These rules covering grievances, claims, and procedures are applicable to all Employees whose conditions of employment are within the scope of this Agreement.

### 17.09 Computing of Time Limits

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

### 17.10 Submittal and Payment of Claims

The Union shall have the right to submit claims for individuals and the submission shall be recognized and treated as set forth herein.

Settlement of non-payroll claims shall be paid to the Employee by separate check within fourteen (14) days of the date of submission.

Settlement of payroll related claims will be paid in the first pay period following the decision of the Hearing Officer.

This section shall in no way preclude earlier settlement of payroll claims when an Employee has received less than the pay to which she is entitled.

## **ARTICLE 18**

### **APPEAL TO ARBITRATION**

#### 18.01 Appeal to Arbitration

If a grievance or a dispute which has been processed in conformance with the procedures set forth in Articles 16 and 17, and which involves the interpretation, application or breach of any of the terms of this Agreement or the discipline or discharge of any employee covered by this Agreement, is not settled to the satisfaction of the Union or METRO, either party may, within twenty (20) days from the date of the decision, by written notice to the other party, request that the matter be submitted to arbitration for decision.

By mutual agreement of the parties, any matter subject to this article may be submitted to mediation through the State Mediation and Conciliation Service prior to arbitration.

The jurisdiction and authority of the Arbitrator shall be confined exclusively to the interpretation of the explicit provisions of this Agreement and the applicable rules and regulations at issue between the parties and the issuing of a decision or award in accordance therewith. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of the Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure. The decision of the Arbitrator shall be rendered after the evidence and arguments are presented by the parties in the presence of each other and in post hearing briefs if allowed. This decision shall be final and binding to the parties except as outlined in Article 18.02A.

All expenses of the arbitration shall be equally divided between the parties, except that if one party cancels the arbitration after the date has been set that party shall bear all costs associated with the cancellation. Any employee who is a witness will be released without loss of compensation.

A. Within ten (10) days from the date of notice of appeal, the Union and METRO may mutually agree on a neutral party from an independent source to serve as an Arbitrator. In the event the Union and METRO fail to agree on the neutral party, they shall immediately thereafter jointly request the California State Conciliation Service to submit to them a list of seven (7) persons qualified and available to act as an Arbitrator. If the list is requested from the California State Conciliation Service, the Union and METRO, within five (5) days of receipt of the list, shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall, within five (5) additional days after the receipt of the list of



names, alternately strike three (3) names from the list, with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot. The Arbitrator is requested to expedite the decision. At the request of either party, Court Reporter shall be present at the hearing. Unless both parties agree, the costs shall be borne by the requesting party. Upon the agreement of the Union and METRO, a transcript of the proceeding shall be made available to both parties and shall be included in the final hearing expenses.

- B. An expedited arbitration panel shall be established which shall apply to:
1. Disciplinary suspensions of up to five (5) days
  2. Grievances and Claims having a total monetary value of less than \$2,000
  3. Any other dispute which the Union and METRO mutually agree to submit to this process.

Appeals to arbitration will be scheduled at a mutually agreeable time and place not exceeding sixty (60) calendar days from receipt of appeal.

Appointment to the expedited arbitration panel shall be by mutual agreement between the Union and METRO. Three (3) arbitrators shall be chosen to serve overlapping terms. Nothing shall preclude the parties to this agreement from retaining the same arbitrator for successive terms.

Either party to this agreement may request submission of a dispute meeting the parameters above to the expedited arbitration panel, giving written notice of the matters to be arbitrated and stating the relief requested. The arbitrator shall be notified within ten (10) days with a request for a mutually agreeable date for the arbitration.

The controversy shall be heard by a single arbitrator selected, in rotation, from the three (3)

person expedited arbitration panel. Should the arbitrator scheduled to hear the next matter be unavailable for a period of sixty (60) calendar days the following arbitrator in the rotation list shall be used.

All arbitrations shall be held at a mutually agreed upon location. Either party may request a court recording be made of the proceedings with the cost to be borne by the party making the request. Each party will have a maximum of two (2) hours to present its case; to cross-examine the other party's witnesses and for rebuttal. Written arguments shall not be filed. After the parties have presented the evidence and conducted cross-examination, each party will have an opportunity for oral argument before the Arbitrator for a period of not more than fifteen (15) minutes.

Following each case, the Arbitrator will meet with one representative of the Union and Management in closed session. The Arbitrator will mediate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree within thirty (30) minutes, the Arbitrator will render the decision.

The Arbitrator shall announce the decision orally in the presence of both parties. The decision will be recorded but a formal written decision will not be required; any written decision will be brief.

#### 18.02 Appeal of the Arbitrator's Decision

- A. The Union or METRO may appeal the decision of the Arbitrator solely on the condition that the Union or METRO can substantiate that the ruling is inconsistent with applicable State or Federal Law or METRO rules and regulations in effect at the time of the occurrence on which the grievance or dispute is based. It is understood that, should there be a conflict between METRO rules and regulations and

any provision of this Agreement, only rules of this Agreement shall apply. It is further understood that METRO will not revise its rules and regulations without first offering to meet and confer on those revisions with the Union.

- B. The appeal shall be submitted to the Santa Cruz Metropolitan Transit District Board of Directors within fifteen (15) days from the date of ruling by the Arbitrator. A written decision of the appeal to the Board of Directors shall be prepared by the Board of Directors within five (5) days from the date of the appeal hearing and two (2) copies shall be mailed to the Union within five (5) days from the date of decision.

### 18.03 Time Periods

In computing the time limits as fixed in this Article, Saturdays, Sundays and METRO holidays shall be excluded except where “calendar days” are specified. Any of the time periods within any of the steps required in this Article may be extended by mutual consent of the parties. The failure of either party to adhere to the time limitations set forth or to appear at the time of the hearing shall cause forfeiture of that party’s case.

## **ARTICLE 19 COURT APPEARANCES**

### 19.01 Compensation for Appearance

METRO agrees that when they direct an employee in conjunction with any legal matters involving METRO directly, or indirectly, or for time spent under subpoena by METRO in any proceedings wherein her presence is required, due to her witnessing occurrences while on duty, to compensate her at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of the appearance. Pay will include travel from the employee’s home Base point of appearance and return. METRO will notify

the employee at least five (5) days prior to notification of the court date. If there is a conflict with signed-on Annual Leave, METRO will work with the employee to resolve the conflict.

This Article covers any matters through which an employee is required to spend time by request or subpoena by METRO or any law enforcement agency covering collisions or incidents which happen while the employee is in the performance of her duties. An employee will notify the proper official of METRO as soon as possible upon being served a subpoena

Compensation will be as follows:

A. During Regular Work Hours:

An employee will not be paid less than she would have received had she worked her scheduled assignment.

B. During Regular Time Off or Days Off:

An employee will receive pay at the overtime rate for time required.

C. On Annual Leave

1. An employee will be paid her straight time rate of pay for a minimum of eight (8) hours, not charged to Annual Leave, on what would be a regular work day, and the overtime wage rate for time required, not charged to Annual Leave, for appearance on her day off.
2. Payments outlined in 1 above will be made in lieu of Annual Leave payments due an employee under the provisions of this Agreement.

#### 19.02 Instructions to Report

It is understood that an employee will be instructed to report to court or the attorney's office only by METRO personnel and not by representatives of the insurance company or attorney's office.

### 19.03 Traffic Citations

METRO agrees to compensate any employee for lost time while in court defending against a traffic citation for a moving violation received by the employee while on duty for METRO for which they are found not guilty. METRO will pay all fines for speeding issued against an employee driving a METRO vehicle which results from a speedometer being defective or missing.

### 19.04 Legal Assistance

In the event an employee is 1) charged with any crime or traffic violation arising directly out of a collision or incident involving a METRO vehicle, property or person, occurring while the employee is on duty and within the course and scope of her employment, or any crime allegedly perpetrated while the employee is on duty and within the course and scope of her employment; and 2) the employee has not engaged in any action that would subject that employee to termination; and 3) the employee is ultimately acquitted of all charges; METRO shall reimburse the employee for reasonable legal fees incurred for the employee's defense. If the parties cannot agree within two working days upon the amount of reasonable reimbursable legal fees charged by Santa Cruz County attorneys, the Union and METRO will jointly prepare a letter by the end of the second day to the Santa Cruz County Criminal Defense Bar requesting that it assign an association member to review the legal fees and determine whether they are reasonable. METRO shall pay any required fees for this service. METRO shall only be responsible for payment of legal fees if the Court has determined that the employee is not eligible for the Public Defender due to her income level.

### 19.05 Legal Support

If an employee is named as a party defendant in a civil action arising out of the course and scope of her

employment with METRO; and 1) the employee has not engaged in any action that would subject that employee to termination; and 2) there exists no conflict of interest between METRO and the employee; METRO shall either reimburse the employee for reasonable legal fees arising from these disputes or will provide the employee, at METRO's expense, with competent legal counsel to represent the employee in court. A dispute regarding conflict of interest shall be brought as soon as possible, but in no event later than one month, to the Board of Directors for determination. If the parties cannot agree within two (2) working days upon the amount of reasonable reimbursable legal fees charged by Santa Cruz County attorneys, the Union and METRO will jointly prepare a letter by the end of the second day to the Santa Cruz County Superior Court Administrator requesting that she assign an independent civil attorney to review the legal fees and determine whether they are reasonable. METRO shall pay any required fees for this service. METRO shall only be responsible for payment of legal fees.

## **ARTICLE 20 MANAGEMENT RIGHTS**

### 20.01 Management Rights

The Union agrees that METRO has complete authority for the policies and administration of all METRO departments which it shall exercise under the provisions of the law and in fulfilling its responsibilities under this Agreement. The authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in METRO and not covered by this Agreement is in the province of METRO. The exercise of any right, power, authority, duty or responsibility by METRO and the adoption of rules, regulations, and policies as it may be deemed necessary, as they apply to employees represented by the Union, shall be limited only by the specific and

express items of this Agreement and the requirements of the laws and Constitution of the State of California.

## **ARTICLE 21**

### **CONTINUITY OF SERVICE TO THE PUBLIC**

#### **21.01 Continuity of Service to the Public**

It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and orders of duly constituted public regulatory bodies or governmental authorities. The parties agree that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with rules, regulations or orders. During the term of this Agreement, neither the Union nor its members shall call, sanction, assist or engage in any strike, slowdown or stoppage of METRO's work, operations or service, or in any manner sanction, assist or engage in any restrictions or limitations of the work, operations, or service of METRO. Refusal of an employee to cross a primary picket line shall not be construed as a violation of this Agreement.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any bona fide labor organization picket line, where entering property involved in a labor dispute or going through a bona fide labor organization's picket line will result in potential damage to METRO equipment or physical injury to the employee or where physical injury to persons in the picket line could result or where a member of METRO employee's immediate family is involved in a labor dispute. This section shall not apply to informational picket lines established or endorsed by bona fide labor organizations.

During the term of this Agreement, METRO shall not cause or permit any lockout of any of its employees.

## **ARTICLE 22 ASSIGNABILITY**

### 22.01 Assignability

This Agreement shall be binding upon the successors and/or the assignees of the parties hereto, and no provisions, terms, or obligations herein contained, nor the certification of the exclusive bargaining agent be affected, modified, altered or changed in any way by the consolidation, merger, sale, transfer, affiliation or assignment of either party hereto, nor affected, modified, altered or changed in any respect whatsoever by any change of ownership or management by either party; or by any change, geographical or otherwise, in the location of business of either party.

## **ARTICLE 23 SEPARABILITY**

### 23.01 Separability

Should any portion of this Agreement be altered or modified due to legislative action or court decision, or should any portion of this Agreement be found contrary to State or Federal law, the remaining provisions shall in no way be affected and shall remain in full force and effect. Any portion of this Agreement affected by changes in law shall be the basis of collective bargaining on the part of METRO and the Union to bring the language of the Agreement into compliance.



**ARTICLE 24**  
**COLLECTIVE BARGAINING DURING**  
**TERM OF AGREEMENT**

24.01 Final Agreement Between the Parties

This Agreement constitutes the final agreement of the parties hereto on the subjects covered herein. The Union and METRO have collectively bargained in good faith negotiations through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment. During the term of this Agreement, there shall be a duty upon both parties to collectively bargain in good faith as is expressly provided for in Article 24.02.

24.02 Duty to Collectively Bargain in Good Faith on  
Matters Not Covered – No Economic Action

The parties hereto have a duty to communicate and respond in a timely manner within ten (10) working days of written request by the other party on subjects which are not specifically covered by this Agreement, and hereby agree to collectively bargain in good faith on wages, hours, working conditions and other terms of employment, which are not specifically covered by this Agreement during the term of this Agreement; provided, however, neither party shall use any type of economic force in support of any proposals either of them make on any of these subjects.

If new classifications are added to the bargaining unit during the term of this Agreement, the Union and METRO will collectively bargain in good faith on wages, hours, working conditions and other terms of employment for those new classifications.

## ARTICLE 25

### EFFECTIVE DATE–DURATION–TERMINATION

#### 25.01 Effective Date–Duration–Termination

- A. Except as otherwise provided herein, this Agreement shall be made effective July 1, **2012** and shall remain in full force and effect to and including June 30, **2015** and shall continue in effect for additional periods of one (1) year thereafter, unless notice in writing of termination has been served by either party upon the other not later than ninety (90) calendar days prior to this expiration date or any subsequent yearly period. The duration of and termination date of this Agreement shall remain in full force and effect regardless of the Local Union's affiliation with, or disaffiliation from, any International Union.
- B. Any requests to modify or change this Agreement or any portion thereof, shall be made in writing and shall be served on the other party not later than ninety (90) calendar days prior to June 30, **2015**, and in the event the Agreement is in effect after that date, by reason of the provisions of subsection (A) hereof, not later than ninety (90) calendar days prior to the expiration date of any subsequent yearly period.
- C. METRO shall provide release time without loss of compensation from work time for up to three (3) employed Union Representatives to participate in collective bargaining pursuant to the modification or termination of this Agreement. Release time shall include one hour before the scheduled start time for those sessions scheduled less than a full day.

If any Union Representative is required by the schedule of full day bargaining sessions to meet with METRO on her regular day or days off, she shall be granted an alternate day(s) off.

When a Union Representative is released from work time with pay for time spent in bargaining, that time shall be counted as time worked for all provisions within the Labor Agreement.

**ARTICLE 26**  
**GUARANTEED WORKWEEK**

26.01 Regular Employees

- A. A regular employee shall be guaranteed eight (8) hours pay time per day, forty (40) hours pay time per week provided she works as assigned, with two (2) consecutive days off. In the case of any run or shift less than eight (8) hours, METRO shall pay eight (8) hours pay time and these runs shall be considered as containing eight (8) hours work time.
- B. All pay time for a regular employee will be included and be a part of the eight (8) hour daily guarantee subject to the provisions of Article 12.02D (Holiday Pay).
- C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.

26.02 Extra Board Employees

- A. An Extra Board employee shall be guaranteed eight (8) hours pay time per day, five days per week provided she is available and works as assigned, with two (2) consecutive days off.
- B. All pay time for an Extra Board employee will be included and be part of the eight (8) hours daily guarantee, subject to the provisions of Article 12.02D (Holiday Pay).
- C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.

26.03 Part-Time Employees

- A. A part-time employee shall be guaranteed four (4) hours pay time per day worked, twenty (20) hours pay time per week provided she works as assigned, with two (2) or more consecutive days off. In the case of any shift less than four (4) hours, METRO

shall pay four (4) hours pay time and these runs shall be considered as containing four (4) hours work time.

- B. All pay time for a part-time employee will be included and be a part of the four (4) hour daily guarantee subject to the provisions of Article 12.02D (Holiday Pay).
- C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.

#### 26.04 General Provisions for All Employees

Any employee who fails to report as assigned shall lose her guarantee. An employee who fails to report as assigned and who is subsequently given and completes an assignment shall receive a minimum of four (4) hours pay at her regular wage rate for that day.

#### 26.05 Additional Work

- A. Regular employees shall not be required to run extra trips or do extra work except in cases of emergency where special events, blockage, fires, or acts of God require extra service.
- B. An employee may only refuse additional work in excess of eight (8) hours already worked and shall not be required to work beyond eleven (11) hours spread from initial scheduled report time.
- C. An employee who performs extra work in addition to her regular scheduled assignment shall be paid at the overtime rate for all additional work, except in the case of an **employee** working less than eight (8) hours under the provisions of Article 26.01A. In this case, the extra work shall be paid at the base wage rate until the Operator has eight (8) hours on the clock, after which the overtime rate shall apply.

## 26.06 Breaks in Split Runs or Shifts

Breaks in split runs or shifts of **less than** thirty (30) minutes shall be paid straight through. For purposes of calculating overtime, these breaks shall be considered time worked. An employee will be paid for all time required to be in service or away from her home Base from scheduled sign-on time to subsequent sign-off time **excluding the IWC 9 required breaks as specified in Article 35.**

## 26.07 Exceptions

- A. An employee relieved before the completion of a day at her own request, or who is absent from duty and not available for service for part of a day, shall receive pay for only the portion of the day worked and the minimum allowance of eight (8) hours shall not apply.
- B. Where an Operator misses-out on an assignment and subsequently reports to work within two (2) hours of her originally scheduled report time, she shall receive pay only for hours worked, with a minimum guarantee of four (4) hours, thereby forfeiting her guaranteed five (5) day, eight (8) hours per day workweek. The reduction in the workweek shall only apply to the day in which the Operator missed out

## **ARTICLE 27 OVERTIME**

### 27.01 Overtime Provisions

An employee shall be paid one and one half (1 1/2) times her regular wage rate for all work she performs that is in excess of eight (8) hours per day or each hour in excess of forty (40) hours per week. An employee shall be paid two (2) times her regular wage rate for all work performed on her seventh consecutive day of that pay week.

### 27.02 Work on Days Off

- A. No employee shall be required to work on her day or days off.
- B. An employee shall be paid one and one half (1 1/2) times her regular wage rate for all work performed on her scheduled days off provided that she will have worked forty (40) hours within that work week. An employee shall be paid two (2) times her regular wage rate for all work performed on the seventh consecutive day of that pay week. Annual Leave Holidays, Jury Duty, and Union business will be considered time worked for the purposes of this Section. A full-time employee shall be guaranteed twelve (12) hours pay time for working on her day off provided she works as assigned on that day. However, should METRO cancel accepted overtime, the employee shall receive eight hours pay time if not cancelled within sixty minutes of overtime being accepted.

An employee passed over in correct order of call for additional work under the provisions of Article 27.03 shall be guaranteed eight hours at the employee's regular rate of pay. An employee working on Annual Leave days will be paid under the provisions of Article 27.01.

- C. METRO shall furnish the Union each payroll period a report of all employees called to work on their days off.

### 27.03 Calling of Additional Employees

There shall be a sign-up list for employees making themselves available for additional work. Call-back shall be in order of classification seniority according to the following provisions:

Each week, "Call for Additional Employees" lists (Call Lists) will be available for sign-up. Call back shall be by classification seniority:

A. General Provisions:

1. METRO will determine what work, if any, is to be made available for overtime
2. Where more than one assignment is available at the time of the call for additional work, an employee will be given her choice of work, subject to rest requirements.
3. One documented call will be made to each employee on the list who will have the minimum eight (8) hours rest. An employee accepting a shift which would violate the ten (10) hour rest period, will waive the penalty pay requirement.
4. An employee unable to accept an assignment because of lack of eight (8) hours rest will be the first called for any shift she can legally work.
5. An employee being called for additional work must speak directly with the Supervisor **or their designee** on duty in order to be considered for work available at the time of the call.
6. An employee unavailable at the time of the call will be passed and may be called again after call lists are depleted, provided unassigned work remains.
7. **With the exception of Thanksgiving weekend**, when the call lists have been depleted, other employees not on the lists **will** be requested to work **in order of classification seniority**. No employee may be required to work on her days off.

B. Special Provisions:

1. Next Day Assignments:

When an employee on a call list is working a shift, she will be contacted by radio, and will be asked for an affirmative or negative response as to working the following day. If

the response is affirmative, and there are more than two assignments available, the employee will contact the Dispatcher or Supervisor on duty by telephone and choose her assignment. In the event there is only one assignment available, that assignment will be identified and the employee shall respond over the radio. If no call is received, the employee will be assigned the piece with the earliest sign-on time.

2. Same Day Assignments:
  - a. As assignments become known, the Supervisor on duty will call employees on the sign-up lists who have not previously been assigned, or declined assignment, according to the above section.
  - b. In situations where a partial work assignment is unforeseen and becomes available on the day of the assignment and if out of operational necessity the work must be assigned immediately, METRO may assign the partial work to an available employee on a first-come, first-served basis. This provision is intended to allow uninterrupted service to the public after the employee sign-up list has been depleted.

## **ARTICLE 28**

### **SPECIAL PROVISIONS-VEHICLE MECHANICS**

#### 28.01 Lockers and Other Facilities

METRO will furnish adequate storage for personal belongings, washrooms, drinking and toilet facilities for maintenance personnel.

#### 28.02 Safety Equipment

METRO shall have available face shields, goggles and respirators for the safety of the employees.



METRO will require that all employees in designated areas wear oil-based, non-skid, steel-toed shoes. METRO will reimburse each employee for one (1) pair of regulation safety shoes per contract year, not to exceed two hundred dollars (\$200). It is the employee's responsibility to purchase and wear appropriate footwear which complies with these requirements. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of slippage shall not be worn.

### 28.03 Tool Allowance

METRO will be liable for theft of tools while tools are on METRO property provided that the mechanic whose tools are stolen has submitted an updated inventory and files a police report at the time theft is discovered. An employee that supplies their own tools will be paid a tool reimbursement allowance based on presentation of invoice to METRO not to exceed \$500 per year for lead mechanic, \$300 per year for mechanic II and \$200 for mechanic I. Upon separation, tools purchased under this provision will become property of METRO.

## **ARTICLE 29**

### **PASSENGER SERVICE ASSIGNMENTS**

#### 29.01 Classification of Assignments

- A. Work shall be designated full-time regular assignments, extra board assignments, part-time assignments and special assignments.
- B. Work assignments will be classified as straight or split shifts. Regular assignments may not be split more than once.

#### 29.02 Establishment of Passenger Service Work Assignments

- A. All passenger service work (including preparatory time, pull-in time, deadhead allowances and/or travel time in connection therewith) having a regularity of

five (5) days in any given week shall be established as regular assignments. Full-time regular assignments will in no case exceed five (5) days per week. METRO will establish regular or part-time assignments.

- B. Not less than forty per cent (40%) of the total number of all full-time regular assignments shall be straight assignments. On holidays the percentage of straight assignments shall be governed by the schedules operated.
- C. **METRO shall establish no less than seven (7) full-time regular assignments, and the Union shall have the opportunity to negotiate additional regular assignments as the ratio of available drivers to service demand increases, no less than fifteen (15) days prior to the next posting of available bids for a bid period affected by such change in ratio.**

**In establishing regular assignments, it will be the policy of METRO, through cooperation with the Union, to bring about the best working conditions consistently possible under service conditions.**

#### 29.03 Preparatory Time

- A. Each Operator will be allowed fifteen (15) minutes preparatory time for the purpose of getting equipment ready for pull out.
- B. An employee driving non-revenue equipment is excluded from this section unless the employee uses a vehicle which is to be put into line service when making her relief. In this event, the employee pulling the vehicle out will be paid preparatory time.

#### 29.04 Beginning/Ending of Day

A day for an employee begins at the time that she is first required to report. It is understood that an

employee will be scheduled ten (10) hours of release time from duty before commencing a new day

#### 29.05 Description of Work Assignments

Each regular work assignment will have a designated punch in point and time.

#### 29.06 Pay for Infraction of Rest Period

When the rest period between the time of terminating one day's work is less than ten (10) hours (unless resulting from voluntary change of runs or shifts or on a hold-down or from other employee requested shift changes), additional pay for each hour below ten (10) shall apply as follows:

1st hr. below 10: An additional one hour's pay at the employee's base wage rate.

2nd hr. below 10: An additional one hour's pay for a total of two hours pay at the employee's base wage rate.

#### 29.07 Spread Time

Spread time is the total elapsed time from the initial scheduled report time to final scheduled sign-off time in any given workday. An extra one-half (1/2) times the base wage rate shall be paid as spread premium for all elapsed time in excess of ten (10) hours spread in all work assignments.

### **ARTICLE 30**

#### **CHOICE OF FULL-TIME WORK ASSIGNMENTS**

##### 30.01 Types of Assignments

Full time work assignments will consist of two types: Regular Assignments and Extra Board Assignments.

A. An employee having an assignment which periodically does not operate will also bid the Extra Board for periods of non-operation and will bid by classification seniority for an order of report. The

employee's days off will be those of her regular assignment.

- B. An Extra Board employee shall be guaranteed work as stated in Article 26. Selection of work for the Extra Board shall consist of choice of order of assignment, then two (2) consecutive days off. Selection of order of assignment and selection of days off are bid on at the same time but independent of each other. Order of assignment and selected days off remain the same until a work assignment becomes available or until slots are added to the Extra Board.

### 30.02 Bid Posting

When an assignment becomes available, bidding will be on a classification seniority basis.

When a regular work assignment becomes available, METRO will advise the Union that a regular work assignment will be available seven (7) calendar days prior to posting the assignment for bidding. It will be posted on Friday, no later than 2:00 P.M. The bid shall remain posted until 10:00 A.M. of the following Friday and the employee notified by 5:00 P.M. the following Monday. The assignment will begin the Monday after notification. In the event that no employee bids for the work assignment, Extra Board employees will perform the assignment and the assignment will be reposted under the guidelines listed above until the work assignment is bid for.

METRO shall provide a description of the regular work assignment, including sign-on and sign-off time. METRO and the Union recognize the benefits of consistently assigning the same van to the same assignment.

A list showing all employees eligible to bid for the assignment(s) in order of classification seniority shall

be posted. METRO will notify each employee eligible to bid of the availability of the assignment. A master copy of those bidding on the available assignment shall be posted at Operations Base and verified by the Union representative at the end of the bid sign-up.

### 30.03 Bid Sign up

Bid sign-ups for the purpose of the selection of assignments, days off and positions as Extra Board Employees shall be held three (3) times during the year. At each bid, an employee shall choose the type of work assignment for the duration of the forthcoming bid period on a classification seniority basis.

Assignments shall generally take effect as listed below:

- a. Mid-August
- b. Mid-January
- c. Mid-June

### 30.04 Sign-Up Procedure

A. METRO will post assignment(s) available for sign-up. The Union and METRO shall jointly conduct the sign-up. METRO will compensate one (1) Union Representative to conduct the bid sign-up, and for all time spent in conducting the sign-up. Each employee shall have ten (10) minutes to select a work assignment. An employee shall bid for Annual Leave in accordance with Article 13.

B. Bidding:

Bidding for assignments shall be as outlined in Article 30.02 and in Article 30.03. It shall be the responsibility of each employee interested in the available assignment to bid in person or submit a written proxy to the ParaCruz Manager or designee. An employee may also submit a proxy by telephone or radio. If the employee chooses to submit a proxy by telephone or radio the employee must not be in revenue service. In the event an employee fails to bid at her appointed time, she will be held-over to

bid in order of classification seniority at the conclusion of her bidding day.

C. Eligibility to Bid:

To be eligible to bid if absent due to illness or injury, the employee must have written documentation on file from a medical provider certifying fitness for duty within fifteen (15) calendar days after commencement of the assignment. Annual Leave signed on at least one (1) month in advance of the commencement of the bid, and scheduled during the first thirty (30) calendar days of the assignment, shall be considered time worked for the purposes of this Section.

An employee who does not return to work within fifteen (15) days shall, upon return to work, be assigned to the Extra Board under the provisions of Article 31.05. It is METRO's responsibility to give notice of the availability of a work assignment for bidding to an employee on leave at her most recent address in the files of METRO. METRO will give the Union written notification that the action has been taken. It shall be the responsibility of an employee on leave to inform METRO and the Union in writing if the employee chooses to bid for the available assignment. An employee on leave failing to provide written notification to METRO and the Union shall be ineligible to bid. An employee on leave who is ineligible to bid for available work assignment(s) shall be allowed to exercise classification seniority on the Extra Board when returning to work, under the provisions of Article 31.05.

The provisions of this section apply solely to qualifications to bid on work assignments and holiday assignments, and shall in no way prohibit an employee from bidding for Annual Leave in accordance with the provisions of Article 13.

D. Retention of Work Assignment:

An employee unavailable to work their assignment for any reason shall retain their right to return to that assignment during the current bid.

E. Holiday Sign up:

The holiday sign-up shall be for holidays occurring within the next bid cycle. An employee who chooses or is required to work on the holiday shall work their regular assignment if in operation. If their regular assignment is not in operation, they shall be paid in accordance with Article 12.02. METRO will post a separate sign up list for each holiday. Employees willing to work signing on that list shall be scheduled to replace employees who have requested to have the holiday off.

A waiting list for time off on holidays will be established. If an employee elects to take a holiday off and the calendar is full for that day, she may choose to enter her name on the waiting list.

METRO may only change the order of report of an employee to prevent a violation of the required ten (10) hour rest period, under the provisions of Article 31.04C(1).

F. Bid Results:

Bid results and seniority lists used for bidding shall be posted where they shall be visible to all employees and kept up to date.

G. Allowance for Rest Time:

An employee not rested to take over her new assignment on the day it is effective will be allowed to pick up her assignment after the required eight (8) hour rest period. She shall be guaranteed the full earnings of the assignment as stated in Article 26.

H. Work Review:

The ParaCruz Manager or designee and two (2) representatives designated by the Union shall meet at least once every bid cycle in order to discuss

work assignments and contract compliance, and for the Union to suggest day off distributions for regular and Extra Board assignments.

### 30.05 Change in Employee's Work Assignment

If it becomes necessary for METRO to change an employee's regular assignment, METRO must obtain, prior to the change, the written approval of the union and the employee affected. If the employee and the union do not agree to the change, the assignment may not be changed. If the employee and the union agree on the change, the employee shall work the new assignment and shall receive not less than she would have been paid under the applicable provisions of this agreement as though the assignment had not been changed.

### 30.06 Trading Assignments

A. An employee may trade her entire weekly work assignment or any part thereof. The employee will furnish the ParaCruz Manager or designee with a written request to trade her work assignment. The ParaCruz Manager or designee will post the request for trade. Only a working employee with seniority within that classification may sign on the list for trade of assignment. At the conclusion of the posting period, the employee trading her work assignment will then choose from the list of work assignments offered for trade. In the event that the employee chooses to trade her assignment with an Extra Board employee, she shall assume the position and days off of the Extra Board employee and retain all rights of the position.

In the event that the employee requesting to trade her work assignment does not select a choice from the list, she may elect to keep her assignment, or displace onto the Extra Board in accordance with her seniority, maintaining her days off.



- B. An employee may trade her daily scheduled assignment or days off with another employee by written request. The request must be submitted to the ParaCruz Manager or designee by 10:00 A.M. of the day prior to the requested day. It is further agreed that no trades will be permitted which would result in a violation of the employee's eight (8) hour rest period for the following day and that the premium shall not be paid to an employee as a result of a trade.
- C. An employee may request shift changes by the ParaCruz manager or designee. An employee shall be allowed no more than five (5) shift changes per bid cycle, including the daily shift changes outlined in Section B above. Shift changes must be requested by 10:00 A.M. the day prior to the requested day.

### 30.07 Hardship Cases

If a medically restricted employee is working a limited duty position with an established pay scale which is less than the employee's base wage rate, METRO shall supplement either California State Disability Insurance or Workers Compensation payments so that the employee shall receive no less than eight hours pay per day, forty hours pay per week at her base wage rate.

- A. In order to qualify for a limited duty position, an employee must be able to return to unrestricted status within a period of sixty (60) calendar days. In special circumstances, METRO ParaCruz Administrator or designee may waive this time limitation.
- B. A permanently restricted employee shall be considered for vacant positions for which she is qualified before someone outside METRO is employed. An employee interested in vacant positions should contact the Human Resource Manager in order to be considered for the positions. Qualifications for the positions will be determined

by METRO. An employee selected for the work shall be paid at the salary level of the position that she is filling.

**ARTICLE 31**  
**METHOD OF HANDLING DRIVERS**  
**EXTRA BOARD**

31.01 Definition of Extra Board

An Extra Board is a list of available employees not having regular weekly assignments and available work, posted on a daily basis.

A. An Extra Board will be established. An employee choosing an Extra Board Assignment will work temporary vacancies in regular work assignments, special assignments, and point. METRO shall determine the number of regular shifts to be worked. After accounting for regular work assignments, METRO shall establish an Extra Board the size of which is appropriate to the work to be performed, dependent on the needs of the service.

**B. Not less than forty percent (40%) of the total number of all full-time assignments shall be straight assignments. On holidays the percentage of straight assignments shall be governed by the schedules operated.**

31.02 Posting Assignments

Extra Board Assignments will be assigned to an Extra Board employee on a daily basis. Consistent with the requirements of service, and to the extent practicable, METRO will post next day assignments by 6:30 P.M. Employees may call Dispatch for their assignment at any time after the posting of the detail sheet.

### 31.03 Filling Vacancies

When filling regular assignments with an Extra Board employee, the extra employee may be given the entire assignment, provided that no violation in driving time and/or required rest would occur. In the event that a violation of driving time or required rest will occur, only that portion that may be worked within the provisions of these regulations shall be assigned. In the application of this Section, it is understood that the employee shall be relieved before the violation would occur. If an employee on point is required to work an entire assignment or run that begins prior to her scheduled report time, she shall be paid from the appropriate scheduled sign-on time of that assignment. In any event, she shall not be required to begin the assignment before her originally scheduled sign-on time.

### 31.04 Determining Assignments

A. Work assignments for an Extra Board employee shall be assigned as follows: An Extra Board employee shall bid one slot on the Extra Board posting board by order of seniority. The number of slots shall be equal to the number of Extra Board employees at the time of the bid. All assignments will have a designated sign-on point. Work shall be assigned in order of sign-on time, beginning at the first slot and working toward the last slot, with the shift with the latest sign-off time going to the last available employee with the highest number and the shift with the earliest sign-on time going to the first available employee with the lowest number.

If two or more pieces of work sign-on at the same time, the assignment order shall be determined so that the employee with the lowest numbered position (earliest) gets the earliest estimated scheduled sign-off time and the employee with the highest numbered position (latest) gets the latest

estimated scheduled sign-off time. There shall be no guarantee of sign-off time. There shall be no guarantee of work assignments being in any general time period. The only guarantee shall be the sequence of work assignments sign-on times with the following exceptions.

- B. An exception to the order of estimated scheduled sign-off rule will be for point, which will be assigned in order of actual sign-on time in relation to the actual sign-on times of shifts. In the event that a point shift and another extra-board shift punch in at the same time, the point shift will be assigned to the lowest numbered position (earliest)
- C. METRO reserves the right to move an employee from the regular order of work assignments for the following reasons:
  - 1. To prevent a contractual violation in the area of required ten (10) hour rest period.
  - 2. By written request, in advance, from an extra board Operator for a specific date and time period. The ParaCruz Manager or designee shall allow one (1) request per day per four (4) extra board operators. Requests shall be honored by earliest time-stamp. An employee is limited to five (5) written requests per bid and these requests will only be counted if the employee is released by the time requested. Exceptions to this limit on requests are: medical appointments for open workers' compensation claims, hold-downs, and Union business.
  - 3. For any other reason deemed necessary by METRO to meet contractual obligations or for the continued service to the public.

In all above cases, METRO shall notify the Union on a form called 'Notice of Change of Extra Board Assignments', as agreed by the Union and METRO.

### 31.05 Displacement

Displacement is the exercise of an employee's classification seniority in displacing a junior employee whenever applicable.

- A. An employee returning from a leave of absence, injury, or commencing work on the Extra Board may assume a slot on the Extra Board by displacement. Displacement shall be for order of assignment and choice of consecutive days off.
- B. In the event that all Extra Board slots are filled and remaining employees elect to join the Extra Board, or in the event a new employee enters service, or in the event of an employee vacating her assignment after choosing not to trade her assignments in accordance with Article 30.06, the affected employee shall be assigned to the A.M./P.M. breakpoint of the Extra Board. The A.M./P.M. breakpoint will be determined by the Union. This information will be forwarded by the Union to the ParaCruz Manager or designee.

### 31.06 Run Around

An Extra Board employee who is given a definite assignment on the Extra Board out of the correct order of assignment as defined in Articles 31.03 and 31.04, or who has her assignment changed after the Extra Board is posted, shall be paid a run around allowance of two (2) hours at her base wage rate. A definite assignment on the Extra Board includes line of the work or run involved as well as the report and sign-on times.

### 31.07 Double Scheduling

When two (2) employees are scheduled for the same assignment, the regular employee, if any, will work the assignment. The second employee, assigned the work on the Extra Board or according to the provisions of Article 27, may be assigned point for eight (8) hours or

may be assigned another work assignment, but in any event shall be guaranteed what she would have been paid for that assignment, as well as a run around premium. If the second employee is required to work beyond her originally scheduled final sign-off time, she shall be paid an additional premium of two (2) hours.

### 31.08 Point

#### A. Definition:

Point is defined as a daily assignment on the Extra Board consisting of a guaranteed sign-on time without specifically predetermined duties. Point sign-off times may be included in the Extra Board work assignment to fill out an employee's eight (8) hour day in accordance with Article 31.08B, or to comply with a special request in accordance with Article 31.04. An employee on point shall be available at her designated sign-on time for immediate assignment, in accordance with Article 26.02A and Article 31.08B, to work not posted on the previous day's Extra Board or for work which becomes available because of the absence of its assigned employee. An Extra Board employee assigned point shall be available for necessary inspection of vehicles, movement of vehicles required for the maintenance of schedule in cases of mechanical breakdown, and operation of vehicles in revenue service to aid in maintenance of schedule, as may be required during the course of her day.

#### B. Minimum Report Pay:

An Extra Board employee, having punched in on a point assignment, may not be removed from pay status until four (4) hours have elapsed from sign-on time, except at the end of a day to make up the eight (8) hour guarantee. The four (4) hour minimum shall not apply if the employee voluntarily elects to waive it.

No Extra Board employee shall be required to perform work not specifically covered under the provisions of this Agreement. However, when an essential function of METRO is not being performed by METRO employees normally assigned to the work because of circumstances beyond the control of METRO, an available employee, with her consent, may be used to perform the work.

## **ARTICLE 32 HOLD-DOWNS**

### 32.01 Definition of Hold-Down

For the purpose of this Article, a hold-down is defined as a temporarily vacant work assignment. Vacancies of seven (7) or more calendar days which are foreseen shall be posted for bidding by extra board operators.

An Extra Board employee on hold-down shall be considered to be a regular employee, shall assume the days off of that assignment and be subject to all items and provisions of this Agreement applying to a regular employee for the duration of the hold-down.

### 32.02 Hold-Down Posting

Each Friday, no later than 5:00 P.M., hold-downs which begin within six and twelve calendar days from that date shall be posted for bidding. The hold-down bid shall remain posted until 10:00 A.M. of the Tuesday following the original posting.

### 32.03 Hold-Down Bidding

An extra board employee who bids on a hold-down must be available to work the full assignment posted for bid. Previously signed on Annual Leave of up to twenty-five per cent (25%) of the duration of the hold-down shall not disqualify the employee from

being awarded the hold-down. Requests for Annual Leave which if approved would exceed 25% of the hold-down shall be denied. Each hold-down shall be awarded to the most senior Extra Board employee bidding on that hold-down. Hold-downs shall be awarded and assignments posted concurrent with the posting of the daily Extra Board schedule on the Wednesday following the posting of the hold-down bid.

#### 32.04 Duration of Hold-Down

Hold-downs may be either of fixed or indefinite duration. Fixed duration hold-downs result from known absences due to vacation or other reasons. Indefinite duration hold-downs result from long term absences due to illness where no specific return to work date is known.

Any employee awarded a hold-down according to the terms of this Article must hold the work assignment until the regular employee returns or until the expiration date of the hold-down. In notifying an employee of the end date of an indefinite hold-down, METRO shall notify the employee on hold-down in person or by telephone as soon as METRO learns the date of return of the regular employee. If METRO is unable to contact the affected hold-down employee, she shall be considered to be on the hold-down for the purposes of report time until the time as she is properly notified of its end date. If a work assignment posted for hold-down remains unchosen, it shall be made available to the Extra Board on a daily basis and re-posted for bidding.



**ARTICLE 33**  
**SPECIAL ASSIGNMENTS**

33.01 V.I.P. Specials

V.I.P. specials are non-revenue vehicles used by METRO at the request of Officers or Board members of METRO for public relations and employee relations purposes. In the staffing of V.I.P. specials, METRO reserves the right to select an employee for these purposes. It is understood that an employee used in this type of service will be protected and paid under the terms of this Agreement.

33.02 Vehicle Pickups and Deliveries

When vehicles are brought from or returned to areas outside normal service area boundaries by METRO personnel, Operators covered by this Agreement shall operate the vehicles. METRO and the Union shall mutually agree on the criteria for the selection of employees used under this Section. METRO shall provide compensation to chosen employees, including, but not limited to: meals, board and room if necessary, pay for all hours worked and transportation time, including all hours worked overtime, and compensation for in-flight insurance equal to \$50,000. It is understood that an employee used in this type of service will be protected and paid under the terms of this Agreement.

**ARTICLE 34**  
**EMPLOYEE SAFETY**

34.01 Reimbursement in Event of Robbery, Theft or Unprovoked Attack

METRO agrees to replace the following items or reimburse their cost to an employee if it is shown that the items were lost or damaged as a result of a robbery, theft and/or unprovoked attack on the employee while on duty, provided that there is a police report filed within seventy-two hours. For the purposes of this

Article, theft shall be defined as the carrying away of the employee's personal property without the permission of the employee.

- A. Replace and/or repair broken glasses; repair, clean or replace clothing damaged, soiled or taken from the employee during the course of a robbery or unprovoked attack.
- B. Replace or reimburse to the employee, not to exceed one hundred dollars (\$100.00), the value of a standard watch.
- C. Reimburse up to one hundred (\$100.00) of personal funds or miscellaneous items carried by the employee at the time of the robbery, theft or unprovoked attack. If the employee recovers her property, she shall return to METRO the payment she received for the reimbursement.

#### 34.02 Payment for Time Lost

- A. When an employee suffers acute traumatic physical or mental injury as an immediate result of witnessing or being physically involved in a vehicular collision or assault while in the performance of duties, and the injury results in a loss of time from work, the employee shall be paid up to eight (8) hours per day or her regular assignment, whichever is greater, at her regular rate of pay for time lost up to three (3) days. Total compensation, including payments from Workers' Compensation, if any, shall not exceed the employee's daily pay time rate. Time lost shall be considered scheduled days off and payments shall not be charged against Sick Leave or Annual Leave.
- B. An employee required to wear prescription glasses as a condition of her license to drive, whose prescription glasses are lost or damaged as a result of a robbery or unprovoked attack while working, will be compensated up to a maximum of eight (8)

hours pay for the time lost while the glasses are repaired or replaced.

### 34.03 Payment for Personal Losses Due to Collision

METRO agrees to pay for clothing damaged and up to one hundred dollars (\$100) for personal property damaged or lost due to vehicular collision while operating METRO equipment.

## **ARTICLE 35 OPERATING POLICY**

### 35.01 Rest Periods,

METRO shall schedule one ten (10) minute rest period at the nearest point of accommodation for every four (4) hours or major part thereof on all work assignments to be taken as close to the midpoint of said time period as practical.

### 35.02 Meal Periods

METRO shall schedule one thirty (30) minute unpaid meal period **for all employees. For Van Operators in the field, meal periods will be scheduled** at the nearest point of accommodation for all work assignments greater than five hours, to be taken as close to the midpoint of said assignment as practical. Notwithstanding any other Article, unpaid meal periods may be scheduled in the field at the discretion of METRO.

### 35.03 Schedule Adjustments

METRO will use available vehicles and point employees to make necessary adjustments to alleviate schedule adherence problems.

### 35.04 Maintenance of On-Time Performance

METRO and the Union recognize that efficient route planning and reasonable working conditions require the provision of adequate running time and recovery

periods for the purpose of maintaining a high level of on-time performance.

### 35.05 Route Review

If there are recurring instances of inability to maintain on-time performance, not caused by temporary road construction, traffic delays due to vehicular collision or other like causes, the Union may invoke a corrective action as follows: an employee or the Union will provide a written account of the specific problems to the ParaCruz Manager or designee. The ParaCruz Manager or designee will verify the account with independent time checks and recommend corrective action, if warranted. Corrective action is warranted if the findings corroborate the employee's time study. Corrective action may include but not be limited to route redesign, schedule adjustments or adjustment of expected run times. These corrective actions may be taken individually or in combination as required.

### 35.06 Equipment Safety

- A. No employee shall be required to operate a METRO vehicle which does not have brakes, horn, steering, safety equipment, defroster, driver's seat, heater, windshield washer and wiper, sun visor, mirrors, head lamps, brake and tail lights each in correct adjustment and proper working order. METRO agrees that all equipment in service should be equipped with an operable radio. No vehicle will be used in service without a working radio.
- B. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards:
  1. An employee shall report health or safety hazards to the Supervisor on duty and the Union upon discovery.

2. If the Supervisor on duty is unable to abate the hazard, she shall refer the matter to the Paratransit Superintendent. An employee may refer a safety hazard directly to the Paratransit Superintendent or Paratransit Administrator if the Supervisor on duty is unavailable or unable to abate the safety hazard.
3. If METRO is unable to abate a safety hazard, and an employee has been assigned a task which could expose them to illness or injury or in the employee's good faith belief puts the employee or another person in danger of serious physical injury, the employee may refuse to perform the task. An employee's refusal in good faith to perform the task shall not be just cause for discipline provided that the employee's good faith belief is based on ascertainable, objective evidence supporting the employee's conclusions. No employee shall be discriminated against as a result of reporting any conditions believed to be a violation of health, safety or sanitation laws or regulations.

## **ARTICLE 36**

### **LABOR / MANAGEMENT**

#### 36.01 Labor/Management

METRO agrees to allow Union representatives to schedule meetings to discuss specific issues related to paratransit operations with the Paratransit Administrator, on an as needed basis.

Paratransit Union Representatives will be provided the opportunity to participate in various METRO-wide meetings (such as the Health and Safety Committee, and the Accident Review Committee) at the discretion of the Paratransit Administrator.

It is the intent of this Article to encourage both parties to work cooperatively together to problem solve in a timely manner.

## **ARTICLE 37**

### **SPECIAL PAY PROVISIONS**

#### 37.01 Making of Reports

An employee shall be paid up to sixty (60) minutes, or longer if authorized, for making out collision/occurrence reports or other paperwork as required by a supervisor. An employee shall be allowed time to confer with a Union representative before filling out a collision report. In the case of an employee who gets off work after her Union representative is unavailable, she shall be allowed to turn her report in by 4:00 P.M. the following day.

#### 37.02 Bilingual Pay

The Union and METRO recognize the need for employees bilingual in Spanish and English, or other METRO designated language, which enhances their value to METRO. METRO shall pay a premium of twenty dollars (\$20) to a working Operator who has forty or less pay time hours each two-week pay period and forty-four (\$44) dollars to an Operator who had more than forty pay time hours each two-week period. Each Operator who has successfully completed the Spanish Competency Test is entitled to this premium. An Operator on a special non-passenger service assignment shall not be eligible for bilingual pay. An Operator's bilingual ability shall be determined by METRO's selected qualified persons and may be retested annually. Test may be conducted during each quarterly bid upon written request from an Operator. The bilingual rate shall be effective immediately following successful completion of the test, and any retroactive adjustments will be paid on the first pay period following qualification for the bilingual

premium. For the purposes of this article, a working operator is defined as having worked at least two (2) hours of one shift on one day within the two week pay period. The remainder of paid time hours for the purposes of determining the amount of premium pay—either \$20 dollars or \$44 dollars—may be any combination of work, holiday pay, or accruals used to cover scheduled work time within the two-week pay period.

### 37.03 Line Instructor Pay

An operator designated by METRO as a qualified Line Instructor shall receive a premium of **forty** dollars (**\$40.00**) for each shift worked as a Line Instructor. Only operators so designated will function as a Line Instructor.

### 37.04 Transfer and Qualification Period

Employees who transfer from one type of work or line to another on their own volition will be required to qualify themselves for that type of work on their own time. When the transfer is made as a result of change in operation and/or at the request of METRO, the employee will be compensated at her base wage rate for all time spent in qualifying for transfer.

### 37.05 Training and Personnel Meetings

METRO shall compensate an employee at the regular wage rate for all training, retraining, counseling and personnel hearings. METRO shall not require any employee to attend training, retraining, counseling or personnel hearings on her scheduled day off.

### 37.06 Driver's License and Other Certifications

Employees required to maintain a license, endorsement, or other certification as a condition of their employment shall be reimbursed for the renewal of State licenses and any other licenses, endorsements,

or certification required. To receive reimbursement, the employee must present a receipt denoting payment of fee and must show the appropriate METRO official her license, endorsement, or certificate when received.

### 37.07 Use of Private Automobile

- A. If an employee within the representation unit is requested and agrees to use her private insured automobile to conduct METRO business, the employee shall be reimbursed at the IRS reimbursable rate.
- B. METRO shall provide transportation to transport an employee in a safe fashion from Base to her assignments and from her assignments back to Base.
- C. METRO shall at no time allow any METRO vehicle to carry more passengers than the vehicle seating capacity was designed for.

### 37.08 Union Orientation

New trainees shall be paid two (2) hours during their regular training day, within two (2) weeks of hire by METRO, for orientation by Union representatives.

### 37.09 Uniform Allowance

- A. Each Operator shall wear a uniform as specified in the Operator's Handbook. All other employees shall wear a uniform as specified in writing by METRO.
- B. An Employee's base pay rate is increased by fifteen cents per hour for the purchase and maintenance of the required METRO uniform.

## **ARTICLE 38**

### **MISCELLANEOUS PROVISIONS**

#### 38.01 Transportation Privileges

Upon request, each employee and her eligible dependents shall be provided with one METRO regular monthly bus pass while employed by METRO.



### 38.02 Union and Employee's Mail

The Union shall send confidential mail to its members to their residence addresses. However, if mail is received at any METRO office or facility which is clearly addressed to the Union or to an employee from the Union, METRO will make a good faith attempt to assure that mail shall not be opened or in any way tampered with by METRO employees or their representatives. METRO does not assume any responsibility to such mail that is inadvertently opened by employees. Mail addressed to the Union or an employee from the Union received in any METRO office or facility shall be sent to the employee's Base and promptly delivered to the addressee's box.

It is affirmed that no employee has the right to the expectation of privacy in the personal use of METRO mail systems, telephone, computer usage and electronic mail or messaging. However, all parties are expected to honor the privacy and confidentiality of communications which are clearly held out to be private and confidential.

### 38.03 Equipment on Revenue Vehicles

METRO shall equip every vehicle in service with all necessary equipment and shall maintain all this equipment in good working order. METRO will ensure that all heaters, defrosters, Operator's seats, lifts, tie-downs and other required equipment shall be maintained in efficient condition, that windshield and employee viewing windows are sufficiently clean at pull-out so that the employee has a clear and unobstructed view, and all new vehicles received shall be so equipped and maintained. All windshield washers and wipers on METRO vehicles shall be maintained.

### 38.04 Checking Earnings

METRO shall permit authorized Union representatives to check time records and earnings of an employee covered by this Agreement during regular business hours.

### 38.05 Personnel Files

- A. Personnel files shall be maintained by METRO Human Resources Manager. Every personnel file shall be kept in a locked cabinet and will contain: all employment applications, all performance evaluations, all disciplinary actions not reversed on appeal, commendations, personal information, status change forms and other official records including, but not limited to, results of all personnel hearings, counseling sessions and training record.
- B. No adverse written materials shall be placed in an employee's files without prior notice and a copy given to the employee and the Union.
- C. The employee shall have the right to review any material contained in her personnel files or material pertaining to her in any file in METRO.
- D. Telephone complaints may not be entered into an employee's personnel file unless the passenger complaint procedures of Article 16.06G are followed.

### 38.06 Printing of Agreement

The Union agrees to provide for the layout and printing of pocket-sized copies of this Agreement subject to approval by METRO. METRO and the Union shall equally share the printing and layout expenses. Printing services shall be provided by a Union shop.

### 38.07 Incoming Calls

Incoming calls from an employee may be recorded solely for the purpose of verifying schedules and call-in times.

### 38.08 Time Cards

An employee shall be responsible for completing all required paperwork including time cards, and turning in the paperwork. METRO shall provide an electronic timecard printout to each employee for each pay period which shall be distributed with her paycheck.

### 38.09 Sanitary Facilities

Suitable sanitary facilities shall be provided by METRO and each employee will be afforded an opportunity to use the facilities. METRO-operated facilities shall be kept in a clean and sanitary condition by METRO. No employee shall be disciplined for a delay of schedule if the delay results directly from the employee's use of sanitary facilities and the location of the facilities precludes her utilization without a delay of schedule

### 38.10 Records Provided

- A. METRO shall furnish Vehicle Defect sheets to the Union upon request.
- B. METRO shall provide to the Union a record of all employees working on their days off for each payroll period.
- C. Employee Industrial Injury reports will be given to the Union, monthly.
- D. Pay claims (both approved and denied) shall be given to the Union as received.
- E. Employee comment forms on unsafe conditions, scheduling or routing shall be given to the Union as received.
- F. METRO shall provide the Union with notice and minutes of all joint Union-Management committees.

### 38.11 Cleanup

An employee within the representation unit shall not be paid time for cleanup, but a location and facility shall be provided for cleanup after a duty shift. The cleanup facilities shall include a clean and sanitary rest room.

### 38.12 Employee Ready Room

- A. METRO shall provide and maintain clean and sanitary quarters where an employee is required to punch in and punch out. These quarters will contain sufficient chairs and tables so that employees will be comfortable. METRO recognizes the benefits of providing employees with lockers, chairs, tables and couches for their comfort and will provide them if that space becomes available in the future.
- B. The Ready Room shall be provided with a sufficient amount of lockable storage suitable for storing outer garments.

### 38.13 Bulletin Boards

The Union shall have access to two 3' x 5' bulletin boards for purposes of posting pamphlets, handbills and other literature.

All notices posted on the Union bulletin board shall be signed by a Union officer or authorized representative of the Union. The Union shall be responsible for all Union material posted.

All costs for preparing and posting Union notices will be borne by the Union. The Union is responsible for maintaining the Union bulletin board in an orderly manner.

### 38.14 Access to Rules

Each employee shall be provided a copy of METRO's personnel policies and the Van Driver's

Handbook as well as any other rules, regulations, policies or procedures that may be used as a basis for discipline, counseling, or adverse entry in an employee's records.

### 38.15 Physical Examinations

An employee's license renewal physical will be performed by a physician of the Employee's choice at METRO's expense, not to exceed an amount equal to the amount METRO would have recognized had the physical been conducted by a physician selected by METRO. In the event the Employee elects to use private insurance, or a METRO-sponsored health plan, METRO shall reimburse the Employee expenses associated with use of insurance or health plan up to an amount equal to the amount METRO would have recognized by a METRO-appointed physician. METRO shall notify each employee two (2) weeks prior to expiration of medical certification. A physical will be scheduled on the employee's own time. An employee who is not notified of expiration shall continue on pay status for up to one week after the license has expired but shall not be allowed to drive METRO vehicles until she provides proof that her medical certificate is renewed.

### 38.16 Service Letter

When an employee covered by this Agreement leaves the service of METRO, she will be given a service letter, if she so requests, within five (5) days of the date of the request, stating her term of service and capacity in which employed.

### 38.17 Evaluations

An employee shall be evaluated by the ParaCruz Manager or designee at the end of the probationary period and on her anniversary date thereafter. Evaluations shall be based on written criteria,

consistently applied to each evaluated employee. No adverse entry shall be entered on an evaluation delayed more than thirty days past the anniversary date of completion of probation or the classification seniority date, and any evaluation delayed more than 30 days past the date of completion of probation or the classification anniversary date shall be regarded as satisfactory. No evaluation shall be placed in an employee's personnel file without an opportunity for discussion between the employee and the ParaCruz Manager or designee. A passenger complaint will not be referenced in the employee's evaluation unless it is valid and verified. An employee may respond in writing to any issue raised in the written evaluation within five (5) days of receipt of the employee's copy, which will then become an attachment to the evaluation.

#### 38.18 Regulation Clocks

METRO shall place an accurate clock in each ready room. Each clock in the METRO Operations Facilities will be checked each morning by the AM Dispatch/Scheduler to determine the correctness of the time. Time checks when given shall include hours, minutes, and seconds.

### **ARTICLE 39**

#### **LIMITATION ON PART-TIME**

##### 39.01 Limitation on Part-Time

Part-time employees are covered by all Articles of this Agreement except as specifically excluded in this Article. The maximum number of part-time employees in any classification under this provision shall not exceed ten percent (10%) of the number of full-time employees within that classification, during the term of this Agreement.

For the purposes of this Article, the number of full-time employees will be defined as the number of full-time work assignments within a classification at any given time.

## **ARTICLE 40 CHOICE OF PART-TIME WORK ASSIGNMENTS**

### 40.01 Work Assignments

A part-time employee will work a maximum of twenty-five (25) hours per week. A part-time employee will have two (2) or more days off per week, two (2) of which may be consecutive.

### 40.02 Time and Pay Requirements

A part-time employee will be paid at the same base wage rates as a full-time employee, following the progression in Article 5.05. A part-time employee will be paid for all hours worked, with overtime rates after eight (8) hours worked per day and subject to the part-time guarantee in Article 26.

### 40.03 Use of Part-Time Operators

No part-time Operator shall be employed in any other capacity in METRO. A part-time Operator will be used exclusively for the purpose of working assignments not included in daily or weekly regular bid runs. A part-time Operator will not be used to fill any bid work vacated by a full-time Operator due to paid or unpaid leave or miss-out. A part-time Operator may be used to replace an absent part-time Operator.

### 40.04 Part-Time Operator Selection of Work

A part-time Operator will bid in order of classification seniority after all full-time Operators have bid. A part-time Operator will choose daily assignments from work not included in full-time bid runs as defined in Article 29, and Subscription Service.

Work available for a part-time Operator will be posted for her review not less than two (2) days prior to the run selection day.

## **ARTICLE 41**

### **PART-TIME EMPLOYEES BENEFITS**

#### 41.01 Medical Insurance

Each part-time Employee shall be entitled to coverage by a Medical Policy as provided in Article 10.

#### 41.02 Dental and Vision Insurance

Each part-time Employee may choose to be covered by METRO's dental insurance policy and vision insurance policy at the expense of the Employee.

#### 41.03 Other Benefits

All other health and welfare benefits shall apply to a part-time Employee in accordance with Article 10.

#### 41.04 Sick Leave and Annual Leave

A part-time Employee may choose Annual Leave time off in order of classification seniority at the time that she selects her work assignments. Annual Leave choices will be effective for the coming bid period. No more than two (2) part-time Employees may be off on Annual Leave on the same day.

A full-time Employee transferring to part-time classification will maintain all accrued Sick and Annual Leave hours. If a full-time Employee transfers to the part-time classification, she will have all future dates guaranteed to her on the full-time Annual Leave Calendar expunged.

#### 41.05 Leaves of Absence

A part-time Employee will not be eligible for any leaves of absence specified in Article 14, except where otherwise required by Federal or State law.



#### 41.06 Holidays

A part-time Employee will receive four (4) hours pay for New Year's Day, Christmas Day and Thanksgiving Day, subject to qualifications specified in Article 12 of this Agreement.

### **ARTICLE 42**

#### **CHANGE OF CLASSIFICATION**

##### 42.01 Change of Classification

A part-time Employee shall have the right of first refusal for openings in the full-time Employee classification and vice versa, based on date of hire. An Employee going from part-time to full-time and vice versa shall not be required to serve an additional probationary period.

An Employee with full-time seniority who is on furlough, awaiting recall due to layoffs, or currently working part-time will be allowed to exercise her full-time seniority whenever positions become available for full-time Employees before Employees with only part-time seniority.

# APPENDIX A

## Jury Duty Scheduling

**An employee who receives a summons to be available for Jury Duty shall bring that summons to the Dispatcher no later than five (5) days prior to the first day of Jury Duty so that it can be copied and filed.**

**If, upon calling the Jury Telephone Line, the employee is required to report on the following day, she shall immediately inform the METRO dispatch office.**

**If the required jury duty report time is in the morning, the employee shall go directly to the jury report location without reporting to METRO. If the employee is selected to be on a jury she shall inform the METRO dispatch office as soon as possible. If the employee is not selected to be on a jury and is released prior to 12:00 noon, the employee shall report to METRO at 1:00PM where she shall be assigned sufficient work to complete the 8 hour work day. If the employee is released after 12:00 noon, she should inform the Dispatch Office and report to METRO on her next regularly scheduled work day at her regularly scheduled time.**

**If, upon calling the Jury Telephone Line, the employee is required to report at 1:00PM on the following day, she shall report to METRO at 8:00AM for work that does not extend past 12:00 noon. For Van Operator this reporting requirement shall be in place providing that she has not punched out from work after 10:00PM of the prior day. If the Van Operator has punched out after 10:00PM on the day prior to being required to report for jury duty, she shall report directly to the jury office and not report to METRO for work that day. If the employee is selected to be on a jury she shall inform the METRO dispatch office as soon as possible. If the**

**employee is not selected to be on a jury, she shall report to METRO on her next regularly scheduled work day at her regularly scheduled time.**

**All provisions of the current ParaCruz UTU Local23/SC METRO Labor agreement regarding jury duty and pay provisions shall continue to apply regardless of the Appendix.**

**Jury Duty Hours are:  
8AM-12:00PM and 1:00PM-5:00PM**

## **APPENDIX B**

### **Quality of Work Life/ParaCruz Committee**

**The purpose of this Appendix is to establish a labor/management committee that shall be known as a Quality of Work Life/ParaCruz Committee. The Quality of Work Life/ParaCruz Committee shall meet monthly to address concerns of mutual interest.**

**In forming the Quality of Work Life/ParaCruz Committee, the Union and METRO recognize that there may be employee issues that arise outside of the scope and language of the current Labor Agreement (examples – scheduling structure, drop off issues, training issues, facilities, etc). The Union and METRO recognize that the opportunity for both parties to discuss these issues is important to the continuance of a quality work environment. The Quality of Work Life/ParaCruz Committee shall meet on a monthly basis and shall make recommendations, where appropriate, to the General Manager. The intent of the Quality of Work Life/ParaCruz Committee is to work in a collaborative manner to resolve issues that affect the work life at METRO, and which are not directly addressed in the Labor Agreement.**

**The Quality of Work Life Committee/ParaCruz shall be composed of two (2) representatives of the Union and two (2) representatives of METRO. The Union representatives shall be identified by the Union. The METRO representatives shall consist of the ParaCruz Superintendent and the Assistant ParaCruz Superintendent. Other individuals may be invited to attend upon advanced mutual agreement of the committee members.**

This agreement is entered into by the United Transportation Union, Local 23 and the Santa Cruz Metropolitan Transit District July 1, 2012, and is executed on behalf of the parties by the following signatories:

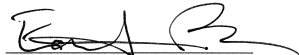
Santa Cruz Metropolitan  
Transit District

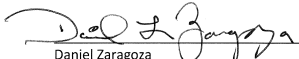
  
\_\_\_\_\_  
Leslie R White, General Manager  
Chief Negotiator

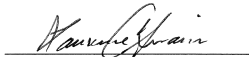
  
\_\_\_\_\_  
Robyn D. Slater, Human Resources Manager  
Human Resources Manager


  
\_\_\_\_\_  
Ciro Aguirre, Operations Manager  
Operations Manager

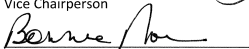
United Transportation Union, Local 23

  
\_\_\_\_\_  
Eduardo Montesino  
Chief Negotiator/General Chairpers

  
\_\_\_\_\_  
Daniel Zaragoza  
Vice Chairperson

  
\_\_\_\_\_  
Lawrence Swain  
Vice Chairperson

  
\_\_\_\_\_  
Alicia Hernandez  
Vice Chairperson

  
\_\_\_\_\_  
Bonnie Morr  
International Vice President

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