

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 521**

**And**

**SANTA CRUZ  
METROPOLITAN  
TRANSIT DISTRICT**

**7/1/12 TO 6/30/15**



## TABLE OF CONTENTS

ARTICLE 1	PREAMBLE .....	1
1.1	Working Day Defined .....	2
1.2	Automatic Extension of Time .....	2
ARTICLE 2	RECOGNITION .....	2
2.1	Positions Designated as Confidential.....	3
2.2	Non-Confidential Positions.....	3
2.3	Maintenance of Membership - PSA .....	3
2.4	Agency Shop - SEA, VMU.....	3
2.5	Payroll Deductions.....	4
ARTICLE 3	NO DISCRIMINATION .....	5
ARTICLE 4	MUTUAL RIGHTS AND RESPONSIBILITIES .....	6
ARTICLE 5	MANAGEMENT RIGHTS AND RECOGNITION OF BUSINESS OF METRO .....	6
ARTICLE 6	CONTINUITY OF SERVICE AND PEACEFUL PERFORMANCE OF SERVICE .....	7
6.1	Continuity of Service.....	7
6.2	Peaceful Performance of Service .....	7
6.3	Exceptions.....	7
ARTICLE 7	UNION RIGHTS .....	8
7.1	Notification to Union .....	8
7.2	Union Access .....	9
7.3	Release Time.....	9
7.4	Union Mail .....	10
7.5	Bulletin Boards.....	11
7.6	Printing of the Contract.....	11
ARTICLE 8	PERSONNEL ACTIONS.....	11
8.1	Job Classifications .....	11
8.2	Classification Actions.....	11
8.3	Personnel Files .....	12
8.4	Performance Evaluations .....	13
8.5	Promotion.....	15
8.6	Work Out of Class .....	17
8.7	Reclassification .....	20
8.8	Transfer .....	21
8.9	Involuntary Demotion .....	22
8.10	Voluntary Demotion .....	22
ARTICLE 9	SAFETY .....	23
9.1	Compliance .....	23
9.2	Unsafe Conditions .....	24

9.3	VDT/CRT Safety .....	25
9.4	Occupational Health & Safety Committee .....	25
ARTICLE 10	PAY RATES.....	26
10.1	Pay Rates .....	26
10.2	Longevity.....	27
10.3	Shift Differential .....	27
10.4	Overtime .....	29
10.5	On Call Duty .....	31
10.6	Call Back Duty .....	33
10.7	Overtime Minimum .....	33
10.8	Bilingual Pay .....	33
10.9	Salary Schedule Step Advancement .....	34
ARTICLE 11	GENERAL PROVISIONS .....	35
11.1	Work Hours.....	35
11.2	Probationary Status.....	36
11.3	Meal Periods.....	37
11.4	Rest Periods .....	38
11.5	Clean-Up Time .....	38
11.6	Anniversary Date.....	38
11.7	Classification Date.....	39
11.8	Shift Bidding.....	39
11.9	VMU Work Schedules and Location Assignment ...	43
11.10	Transitioned VMU Employees.....	43
ARTICLE 12	BENEFITS AND REIMBURSEMENTS .....	44
12.1	Medical Plan .....	44
12.2	Retiree Insurance Coverage.....	45
12.3	Employee Responsibility.....	45
12.4	Effective Date of Coverage.....	45
12.5	Domestic Partner.....	46
12.6	Survivor's Benefits.....	46
12.7	Dental Insurance Coverage.....	46
12.8	Vision Insurance Coverage .....	47
12.9	Life Insurance Coverage.....	47
12.10	Accidental Death & Dismemberment Insurance .....	47
12.11	State Disability Insurance .....	47
12.12	Long Term Disability Plan.....	47
12.13	Continuation of Insurance During an Unpaid Leave of Absence .....	48
12.14	Retirement Plan.....	48
12.15	Uniform/Clothing Allowance .....	48
12.16	Uniforms/Shoes/Boots .....	48

12.17	Licenses Paid For .....	49
12.18	Transportation Privileges .....	50
12.19	Automobile Mileage Reimbursement .....	51
12.20	Reimbursement for Property Damage .....	51
12.21	Education and Training .....	51
12.22	Reimbursement in Event of Robbery, Burglary or Assault .....	52
12.23	Deferred Compensation Plan .....	53
12.24	VMU Tool Allowance .....	53
ARTICLE 13	PAID LEAVES .....	53
13.1	Definition .....	53
13.2	Annual Leave .....	54
13.3	Holidays.....	56
13.4	Paid Medical Leave .....	59
13.5	Paid Industrial Accident/Illness Leave .....	61
13.6	Paid Bereavement Leave .....	62
13.7	Paid Military Leave .....	62
13.8	Paid Personal Leave .....	62
13.9	Blood Donation Leave .....	63
13.10	Jury Duty and Witness to Subpoena.....	63
13.11	Catastrophic Leave .....	64
ARTICLE 14	UNPAID LEAVES OF ABSENCE .....	64
14.1	Unpaid Personal Leave.....	65
14.2	Unpaid Medical Leave.....	66
14.3	Parental Leave.....	67
14.4	Unpaid Military Leave.....	68
14.5	Hospice and Critical Care Leave .....	68
14.6	FMLA / CFRA .....	68
ARTICLE 15	PART-TIME EMPLOYEES .....	69
15.1	Definition .....	69
15.2	Wages, Hours and Working Conditions.....	69
15.3	Benefits and Reimbursements .....	69
15.4	Work Hours .....	69
ARTICLE 16	RESIGNATION/REHIRE .....	69
ARTICLE 17	LAYOFF AND REEMPLOYMENT .....	71
17.1	Seniority Defined .....	71
17.2	Notification.....	72
17.3	Order of Layoff.....	73
17.4	Reassignment in Lieu of Layoff .....	73
17.5	Reemployment List.....	74
17.6	Temporary Employment .....	74

17.7	Equal Seniority .....	74
17.8	Severance Benefits .....	74
17.9	Notification of Reemployment Opening .....	74
17.10	Employee Notification to Reemployment.....	75
17.11	Retirement in Lieu of Layoff .....	75
17.12	Improper Layoff .....	75
17.13	Bumping Rights .....	75
17.14	Transition Training.....	77
17.15	Volunteers / Contracting Out / Workforce .....	77
ARTICLE 18	GRIEVANCE PROCEDURE .....	78
18.1	Introduction .....	78
18.2	Grievance Defined .....	78
18.3	Grievance Compensation Limit .....	78
18.4	Working Day Defined .....	79
18.5	Time Limits.....	79
18.6	Union Representative .....	79
18.7	Informal Discussion and Review .....	79
18.8	Grievance Presentation .....	79
ARTICLE 19	DISCIPLINARY APPEALS .....	83
19.1	Notice of Intent to Discipline .....	83
19.2	Appeal of Disciplinary Actions to General Manager .....	84
19.3	Appeal to Arbitration.....	84
19.4	Appeal to the Board of Directors .....	86
ARTICLE 20	PROBATIONARY EMPLOYEE RIGHT TO ADMINISTRATIVE REVIEW .....	86
ARTICLE 21	ABROGATION OF RIGHTS.....	87
ARTICLE 22	C.O.P.E. DEDUCTION .....	87
ARTICLE 23	TERM .....	88
ARTICLE 24	SEPARABILITY .....	88
ARTICLE 25	LABOR MANAGEMENT COMMITTEE .....	88
APPENDIX A	.....	90
INDEX	.....	96







## **ARTICLE 1      PREAMBLE**

This contract is entered into by the Service Employees International Union, Local 521, Professional Supervisors Association (PSA), Salaried Employees Association (SEA), and Vehicle Maintenance Unit (VMU), hereafter referred to as the "Union," and the Santa Cruz Metropolitan Transit District, hereafter referred to as the "METRO." "Employee" defined for the purpose of this contract shall mean a represented employee assigned to a regular status or provisional classification within the bargaining units. A regular status employee is one who is either a probationary or permanent appointee.

This contract is subject to Sections 3500-3510 of the Government Code of the State of California, Resolution No. 87-7-9 and Resolution No. 78-6-1 of the Santa Cruz Metropolitan Transit District, and Sections 98160-98805 of the Public Utilities Code of the State of California. In the event of conflict between this contract and METRO Resolutions 87-7-9 or 78-6-1, this contract shall prevail.

METRO and the Union have met and conferred in good faith through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment.

The parties agree that this contract supersedes any past practice covered by this contract but does not affect other written agreements between the parties not addressed in this contract.

The parties agree that this contract sets forth the full and entire understanding of the matters contained herein. Further, the parties agree that neither shall be required to negotiate with respect to any matter contained herein for the term of this contract, nor shall any modification, alteration or addition to this contract be binding unless made and agreed to in writing by METRO Representative(s), Union Field

Representative, and all affected Unit president(s) and Chairperson provided that the Union Field Representative obtains all necessary Union signatures.

1.1 Working Day Defined

As used throughout this contract, the term “working day” shall be defined as any weekday that the central administrative office of the Santa Cruz Metropolitan Transit District is open for business. Any reference to “day” or “days” in this contract not preceded by the word “working” shall be defined to mean a regular calendar day or days.

1.2 Automatic Extension of Time

If the last day for doing an act required by law or by this contract falls on a Saturday, Sunday or holiday observed by the administrative office of either METRO or the Union, the time for doing the act shall be automatically extended to and including the next day of regular work by such office.

**ARTICLE 2 RECOGNITION**

Pursuant to Section 3500-3510 of the Government Code of the State of California and Resolution No. 78-6-1, METRO recognizes Service Employees International Union, Local 521, as the exclusive bargaining representative of all employees in the bargaining chapters of PSA, SEA, and VMU.

A bargaining chapter may be expanded to include other classifications with similar duties to existing classifications by mutual agreement of the Union and METRO.

## 2.1 Positions Designated as Confidential:

Admin Services Coordinator	Administrative Office
Legal Secretary (2)	District Counsel Office
Paralegal	District Counsel Office
Personnel Technician	Human Resources Office
Benefits Coordinator	Human Resources Office
Human Resources Specialist	Human Resources Office
Administrative Assistant	Human Resources Office
Human Resources Clerk	Human Resources Office

2.1.1 Employees filling existing positions designated as confidential, by mutual agreement between the Union and METRO, or employees filling newly created positions designated by METRO as confidential, shall be exempt from the provisions of Agency Shop. Confidential employees may hold membership in the Union but are excluded from active participation as officers, negotiators or committee chairpersons.

## 2.2 Non-Confidential Positions

2.2.1 An employee in a non-confidential position shall not become an agent for management in the meet and confer process.

## 2.3 Maintenance of Membership - PSA

Members may declare their intention to terminate Union membership during the thirty (30) day period between the 90th and 60th day prior to the expiration of this contract.

## 2.4 Agency Shop - SEA, VMU

An employee in either bargaining unit shall contribute to the cost of administration of this contract by the Union and for the representation of workers in the bargaining unit by the Union. Employees in the bargaining unit who are not members of the Union on the effective date of this contract shall authorize either Union dues or an equivalent service fee as a condition of continued employment.

New employees hired during the term of this contract shall, within thirty (30) days of employment, join the Union and pay Union dues or pay an equivalent service fee thereafter as a condition of continued employment. METRO shall notify new employees of these Agency Shop provisions and that the Union is the exclusive recognized bargaining representative for the workers in the unit. METRO shall also provide a copy of the current contract to the employee.

**Any employee in this unit who has authorized Union dues deduction on the effective date of this Memorandum of Understanding, or at any time subsequent to the effective date of this MOU, shall continue to have such dues deduction made by METRO during the term of this MOU; provided that any employee in the Unit may terminate such Union dues during the last thirty (30) day period prior to the expiration of this contract, and convert to an equivalent service fee as a condition of continued employment.**

Any employee subject to this Section who is a member of a bona fide religion which has historically held conscientious objections to joining or financially supporting an employee organization shall, upon verification of active membership in such a religious body, satisfactory to the Union, be permitted to make a charitable contribution equal to Union dues.

## 2.5 Payroll Deductions

Union membership dues or service fees or charitable contributions shall be paid by payroll deduction only. METRO shall remit the deducted dues and service fees and other mutually agreed upon payroll deductions to the Union in a timely manner, with the exception of the charitable contributions which shall be remitted to the appropriate organization.

### 2.5.1 Dispute Resolution

Any dispute between the Union and an employee on the interpretation of Section 2.5 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 the cost of the arbitration including the fee of the American Arbitration Association and the arbitrator. The cost of the certified transcript of the proceedings shall be paid by the party requesting same. METRO will not protest or interfere with any final and binding decision under this Section. In the event an employee fails to authorize either Union dues, an equivalent service fee or charitable contribution as required in this Section, the Union will give written notice of such failure to METRO and the affected employee, and request dismissal of the employee. Upon receipt of such notice from the Union, METRO will issue to the employee and the Union a five (5) day notice of Intention to Dismiss. Failure to authorize payroll deductions by the response deadline set in the Notice to Dismiss shall result in termination. Employees terminated as a result of this provision do not have the right of recourse through Article 18, Grievance Procedures, or Article 19, Disciplinary Appeals.

### 2.5.2 Indemnity

SEIU Local 521 agrees to indemnify, defend (upon request) and hold METRO, management or its agents harmless from any claims, litigation or liability arising from implementation of Section 2.5.

## **ARTICLE 3 NO DISCRIMINATION**

METRO and the Union will cooperate in pursuing a policy of equal employment and equal promotional opportunity for all employees in accordance with METRO's adopted Equal Employment Opportunity Plan and applicable law including the requirements under the Americans with Disabilities Act. There shall be no discrimination because of a person's political or Union affiliation or belief, non-affiliation or

non-belief, race, color, ancestry, age, sex, national origin, religious creed, marital or military status, sexual orientation, gender identification, medical condition or disability, except where sex or physical capability is a bona fide occupational qualification.

**ARTICLE 4      MUTUAL RIGHTS AND RESPONSIBILITIES**

The Union recognizes its obligation to cooperate with METRO to assure maximum service of the highest quality and efficiency to the citizens of Santa Cruz County consistent with its obligations to the employees it represents. METRO recognizes its responsibilities to treat employees fairly and equitably. METRO and the Union affirm the principle that harmonious labor/management relations are to be promoted and furthered.

**ARTICLE 5      MANAGEMENT RIGHTS AND RECOGNITION OF BUSINESS OF METRO**

The Union agrees that METRO has authority for the policies and administration of METRO under the provisions of the law and to fulfill its responsibilities under this contract. Any matter involving governmental operations vested by law in METRO and not covered by this contract is in the province of METRO.

METRO also recognizes that employee contribution to the decision making process is valuable. METRO agrees to encourage employee input on matters within the scope of representation.

All vested rights, power, authority, duty and responsibility and the exercise thereof is reserved to METRO and shall be limited only by the terms of this contract and the laws and Constitution of the State of California.

## **ARTICLE 6      CONTINUITY OF SERVICE AND PEACEFUL PERFORMANCE OF SERVICE**

### **6.1    Continuity of Service**

METRO is engaged in rendering transit services to the public and the Union and METRO recognize that there is an obligation on each party for the continuous rendition and availability of such services. The duties performed by METRO employees are essential to the operation of METRO.

### **6.2    Peaceful Performance of Service**

The Union, its agents, its staff, and the employees it represents, agree that they will not encourage, call upon, authorize or participate in any strike, work stoppage, picketing, or any concerted interference with the operations of METRO or any refusal to enter upon METRO's premises or work site during the term of this contract, except as otherwise provided in this Article.

An employee who participates in such prohibited activities shall be subject to disciplinary action up to and including discharge. This paragraph shall not be construed to mean that an employee shall be required to perform unsafe acts or duties.

METRO shall not lock out any employee in the bargaining unit. A layoff in accordance with Article 17 shall not be considered a lock out.

### **6.3    Exceptions**

It shall not be a violation of this contract, 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 the labor dispute. This section shall not apply to informational picket lines established or endorsed by bona fide labor organizations.

In the event of a work stoppage involving another bargaining unit of METRO, METRO shall not require employees of SEIU bargaining units to monitor or photograph any picket line or to serve notice of legal action on the part of METRO regarding such work stoppage upon any employee of METRO.

## **ARTICLE 7      UNION RIGHTS**

### **7.1    Notification to Union**

7.1.1    The Union shall be given ten (10) working days advance written notice of any personnel matter, ordinance, rule, resolution, regulation, or action affecting working conditions related to matters within the scope of representation, proposed to be adopted by METRO Board of Directors or management. The Union shall be given the opportunity to meet and confer with METRO representative prior to its adoption, except in cases of bona fide emergency.

7.1.2    The Union shall have the right to review at reasonable times, and receive upon request without cost, a copy of any and all current materials prepared relating to the wages, hours, and other terms and conditions of employment which are relevant for the Union to fulfill its duties and obligations as the exclusive representative of the employees covered by this contract.

The following materials shall be excluded from the above provision and shall not be provided to the Union:

- Personnel file information not released by the employee [except documents of an active employee (name removed) with related final disciplinary action taken by management when identified and requested by the Union in the course of a disciplinary appeal filed



in accordance with Article 19]; employment verification; reference letters;

- Incomplete reports; drafts; notes and correspondence between METRO management; management work products;
- Records of executive sessions of the Board of Directors;
- Litigation and potential litigation;
- Contract negotiation research; preparatory information for labor relations;
- Reports not in the public domain; and
- Other confidential materials.

## 7.2 Union Access

Representatives of the Union shall be permitted access to METRO facilities for the purpose of contacting members concerning Union business upon notifying the supervisor. Contact with workers will not interfere with the work of METRO. If permission is denied by the supervisor, such contact will be arranged by the end of the next scheduled work day. SEIU Local 521 Union business agents may meet with new hires for 30 minutes at their initial orientation with METRO.

## 7.3 Release Time

7.3.1 Up to two (2) Union officers, stewards, or committee members per bargaining unit shall be allowed to attend, without loss of pay, meetings scheduled with designated representatives of METRO to meet and confer on matters within the scope of representation including negotiating a new MOU. One employee per bargaining unit negotiating a new MOU for six (6) or more hours who is scheduled to work six (6) or more hours the same day shall be granted an equivalent amount of time off the preceding or subsequent work shift if assigned to a shift other than a Day Shift (Monday – Friday, 7:00am - 5:00pm). The limitation of two (2) employees per unit may be waived upon mutual agreement. Further, METRO shall allow an employee and his/her Union

representative time off without loss of pay as determined to be necessary and reasonable for the investigation and/or processing of grievances and disciplinary appeals by the Union.

In addition, one Union representative per chapter shall be allowed time off without loss of pay, or if assigned to a shift other than a Day Shift, shall be granted an equivalent amount of time off a subsequent work shift, for purposes of attending public METRO Board of Directors meetings, when an agenda item concerns a Union chapter and other meetings approved by management.

7.3.2 The Union may request, and METRO may grant, time off without loss of pay to Union representatives to assist METRO in the formulation of policies and procedures mutually beneficial to METRO and the Union. However, such time off shall be at the discretion of the departmental manager.

Upon request of the Union's Executive Director, employees who are Union members will be allowed unpaid release time totaling not more than thirty (30) workdays a year for Union business. An employee may use available annual leave. This leave request must be approved by the General Manager.

7.3.3 Individuals shall not use METRO vehicles for transportation when representing the Union in meetings with METRO, except when the use is of benefit to METRO and is approved in advance by the departmental manager or designated supervisor.

#### 7.4 Union Mail

The Union shall have access to utilize METRO inter-departmental and inter-facility mail distribution. Mail clearly marked "Union Business/Confidential" shall not be opened except by the person to whom the material is addressed.

## 7.5 Bulletin Boards

The Union shall be provided at each facility where it represents workers use of adequate and accessible bulletin boards for the purpose of Union communications. Bulletin boards shall be locked and a key shall be provided to the Union representative at that facility. The Union shall be responsible for maintaining the bulletin board in a professional manner. If METRO believes that the bulletin board is not maintained in a professional manner, METRO shall inform the Union in writing.

## 7.6 Printing of the Contract

METRO will print copies of the contract within seventy-five (75) days of ratification, and adoption by the Board of Directors, and final proofing by the Union. A minimum of one temporary copy each per PSA, VMU, SEA and SEIU office shall be available upon ratification of the contract and shall be given to the bargaining units. METRO shall provide the Union with a copy of the contract in electronic format when available.

# **ARTICLE 8 PERSONNEL ACTIONS**

## 8.1 Job Classifications

A METRO manual of all current job classifications shall be available at METRO's Human Resources Office for review by employees and Union representatives. An employee may obtain a copy of his/her job classification from the departmental manager's office and other job classifications assigned to his/her work site.

Upon appointment, each new employee shall be provided with a copy of the employee's job classification. Further, an employee shall be given a copy of the amended job classification as changes occur.

## 8.2 Classification Actions

8.2.1 METRO shall offer to meet and confer with the Union regarding appropriate classification whenever METRO

intends to classify, reclassify, create, modify, and/or abolish classes existing in, or appropriate to, the chapters represented by the Union.

8.2.2 In addition, when the Union believes that an employee has been assigned duties which do not reasonably relate to the classification to which the employee is assigned, the Union may request, and METRO shall grant, an opportunity to meet and confer with the parties involved regarding such assignment. Nothing in this paragraph shall be construed to permit the employee to refuse to perform the duties at the time of assignment.

8.2.3 Beginning with the month of December 2001 and annually thereafter, management agrees to conduct three salary surveys on benchmark classifications not listed in Article 8.5.1 or one group defined as the class specifications used to determine a career ladder grouping as listed in Article 8.5.1 as recommended by the Union. The salary survey results shall be completed within six (6) months and reviewed by the Union. The General Manager's decision shall be made within thirty days of receipt and be final unless he/she recommends an adjustment to the Board. The Union may not recommend the same classification or group during the term of this MOU.

### 8.3 Personnel Files

8.3.1 There shall be only one official personnel file, which shall be maintained at METRO's Human Resources Office. An employee shall have the right to review his/her personnel file or authorize in writing the review by a representative. No material will be inserted into the employee's official personnel file without prior notice and a copy given to the employee. An employee may place in his/her official personnel file a written response to adverse material inserted into the file in lieu of filing a formal grievance regarding the subject of the adverse material. In addition, an employee may submit any complimentary work-related written material in his/her official personnel file provided it is received within six months of the

occurrence. An employee will, within five working days of a request to the Human Resources Office, have copies made available of any or all documents contained in his/her personnel folder. The request for copies may not be made more often than annually.

8.3.2 The following will not be used or relied upon to take or support disciplinary action for a current violation: letters of warning and/or disciplinary action which are more than two (2) years old, which did not result in a demotion or suspension of more than three (3) days, and for which there have been no other warnings or disciplinary actions of the same or of a similar kind, and shall be available to the General Manager and Human Resources Manager only.

#### 8.4 Performance Evaluations

8.4.1 A written performance evaluation is intended to be a documented summary of the work performance of the employee and to encourage ongoing communication between the supervisor/rater and the employee.

8.4.2 Each employee's immediate supervisor/rater, in conjunction with management, shall evaluate the employee's performance. No performance evaluation shall rely on other than a current direct or past supervisor/manager. Statements and/or notes used to prepare an employee's evaluation shall be written and signed and referencing only the present evaluation period. METRO supervisors shall purge working notes used for the annual employee performance evaluation process within ninety (90) days following completion of the performance evaluation. METRO shall ensure that supervisors/raters are effectively trained to prepare consistent performance evaluations in accordance with this agreement. No performance evaluation shall be placed in a personnel file without an opportunity for prior discussion between the employee and the supervisor/rater, and the employees shall be required to sign their performance evaluation. Any unsatisfactory areas in an employee's evaluation shall have attached reasons stated by the supervisor/rater in the

commentary section and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond in writing to any evaluation he/she considers derogatory, or otherwise inaccurate, within twenty (20) working days of receipt of a copy of the evaluation. If an employee is denied a step increase based on an unsatisfactory evaluation, he/she may appeal through the grievance process.

8.4.3 Failure by the supervisor to present the employee with the evaluation within thirty (30) calendar days of the due date, unless an extension is mutually agreed upon in writing, shall result in an unrated but designated satisfactory/average evaluation of the employee as of the due date. Each employee's supervisor is responsible for evaluating the employee's performance as follows:

A probationary employee will be evaluated three (3) months and six (6) months from the date of probationary appointment. These evaluations will be used in making the determination whether the probationary employee will complete the probationary period and attain permanent status. Evaluation forms shall include the following statement in bold: "Employees may choose to consult with their Union Steward/Representative regarding their evaluation."

A permanent status employee will be evaluated annually after completion of the probationary period.

An employee who voluntarily terminates his/her service with METRO may receive a performance evaluation one (1) week prior to the time of severance if requested in advance by the employee.

8.4.4 Special Evaluation forms shall include the following statement in bold: "Employees may choose to consult with

their Union Steward/Representative regarding their evaluation.”

## 8.5 Promotion

8.5.1 Promotion is a non-temporary appointment, other than by reclassification, from one classification to another classification having a higher salary range.

The following career ladders generally define the upward promotional paths in METRO’s classification plan.

- Custodial Service Worker I/II
- Facilities Maintenance Worker I/II/Sr. Facilities Maintenance Worker/Supervisor
- Vehicle Service Worker I/II/Detailer/Technician
- Upholsterer I/II/Body Repair Mechanic/Lead
- Mechanic I/II/III/Lead/Fleet Maintenance Supervisor
- Receiving Parts Clerk-Parts Clerk/Lead/Supervisor of Parts & Materials
- Customer Service Representative/Senior/Coordinator
- Administrative Clerk/Admin Assistant/Supvr/Admin Services Coordinator
- Accounting Tech/Senior/Accounting Specialist
- Payroll Specialist/Payroll & Benefits Coordinator
- Accountant I/II/**Supervising** Accountant
- Transit Supervisor/Safety & Training Coordinator
- IT Technician/Senior
- Systems Administrator/Senior
- **Transportation Planning Aide/Jr Transportation Planner/Transportation Planner/Sr Transportation Planner/Transportation Planning Supervisor**
- Claims Investigator I/II
- **Purchasing Assistant/Purchasing Agent**
- **Financial Analyst/Sr. Financial Analyst**

8.5.2 METRO shall, whenever possible, encourage the filling of vacancies by promotion if qualified employees are available. A “qualified employee” means an employee who is

determined by METRO to meet the employment standards of the position. When an employee is promoted he/she will enter the new classification in a step which provides a minimum salary increase of 5%, subject to the limits of the salary range.

8.5.3 Recruitments for positions within the bargaining units shall be by qualification of eligible applicants, closed promotional recruitment, or open recruitment. During the term of this MOU METRO will issue closed promotional recruitments for ten days for the following classifications: Administrative Assistant Supervisor, Lead Custodian, Facilities Maintenance Worker II, Sr. Facilities Maintenance Worker, Mechanic III, Lead Mechanic, Senior Customer Services Representative, and Vehicle Service Detailer. An open recruitment may be initiated for the above classifications if there is no qualified applicant.

8.5.4 Promotion by qualification shall be a promotion which is noncompetitive for an employee in a lower classification who has completed the required time period in the lower classification and has either met the standards of the higher classification through certification or passed qualifying examinations as required by METRO. An employee wishing to be promoted by qualification shall provide evidence of certification or request in writing the administration of a qualifying exam, if one is established. METRO shall administer the examination within thirty (30) days of such request. A qualifying exam may not be requested by an eligible employee more than once in a three-month period.

#### Promotion by Qualification Classes

- Accountant I/II
- Accounting Technician/Senior
- Customer Service Trainee/Representative
- IT Technician/Senior
- Mechanic I/II
- Systems Administrator/Senior
- Upholsterer I/II
- Vehicle Service Worker I/II



8.5.5 All recruitments for permanent positions on the classified personnel list shall be posted on all employee bulletin boards throughout METRO offices for a period of not less than seven (7) workdays. Such recruitment notices shall state if the position is closed promotional or open recruitment.

8.5.6 At any time during the first three (3) months following a promotion, an employee may voluntarily demote to the previously held position from which the employee was promoted. An employee failing to complete the probationary period may be demoted at any time by METRO to the previously held classification from which the employee was promoted or to a classification with a comparable salary range where the employee meets the employment standards. Such employee shall have all time served in the higher class count as continuous service in the lower class for purposes of seniority. If the employee demotes to a class with no previous service, upon demotion, the employee shall receive credit for hours of service accrued in the higher class for purposes of seniority.

8.5.7 Seniority within a higher classification shall be added to seniority obtained in a lower classification if an employee is returned to a lower classification due to failure of satisfactorily completing the probationary period in the higher classification.

## 8.6 Work Out of Class

8.6.1 The term "work out of class" shall be defined as a management-authorized assignment of an employee in a lower level classification to a higher level classification on a temporary basis wherein an employee in a lower level classification may be assigned to perform many, if not all, of the duties of the higher classification. All such assignments are voluntary on the part of the employee and must be made and authorized in writing by management.

8.6.2 Step assignment for an employee who works out of class will be at the first step of the higher range or at a step within the range which will provide at least a 5.0% increase over the employee's base salary if the first step does not represent at least a 5.0% increase, subject to the limits of the salary range. An employee who works more than 1040 hours in a higher classification shall be advanced one step within the salary range for all subsequent hours worked in that classification. Work out of classification shall be effective on the first day of work in the new classification.

8.6.3 Work out of class assignments are temporary and shall not be made to fill vacant regular positions except during that period required to accomplish recruitment and selection processes. No employee or series of employees may work out of class to fill a regular vacant position for more than one hundred eighty (180) days. For vacancies due to an employee on a paid or an unpaid leave of absence, work out of class may be assigned for the duration of the absence.

8.6.4 Work out of class shall be assigned on a rotational basis by seniority within a classification, within a department, among all volunteers qualified to do the work. "Qualified" shall mean meeting the essential and substantial number of the employment standards of the position as stated in the job classification. A list indicating the order in which qualified volunteers are to be rotated shall be established for each position in which work out of class is available. No employee on the list may work out of class for longer than twenty (20) working days unless he/she is the sole qualified volunteer, and subject to the limitations in 8.6.3. Rotations shall occur only on the beginning date of a pay period, which could extend the assignment beyond twenty (20) days as stated above. The purpose of rotations is to promote career ladder development by allowing employees to perform the duties of a higher level position.

8.6.5 In the Vehicle Maintenance Unit, work out of class assignments to fill the position of Lead person shall be made

as follows. Qualified volunteers shall be rotated by seniority within the maintenance, parts, and body shop divisions, within a shift to fill vacancies in the classification of Lead person for that shift. In the event that no work out of class assignments are made during the two (2) pay period designation, the designation shall be extended on a pay period by pay period basis until such time as a work out of class assignment has been worked. Thereupon, the designation shall terminate at the end of the pay period.

8.6.6 Absences in the Transit Supervisor/Customer Service assignment are not required to be filled by Transit Supervisors on a one-to-one ratio. To allow for career ladders in the Customer Service Representative classification, Customer Service Representatives will be considered for out of class absences in the position of Customer Service Coordinator as determined by the Manager of Operations or designee.

8.6.7 If an employee is promoted to the position in which the employee has worked out of class, the employee shall have all hours of work out of class since July 1, 1987 credited toward step advancement up to a limit of eighteen (18) months. Such hours shall also be credited toward the probationary period in the new class up to a limit of three (3) months.

8.6.8 Employees on paid leave during a work out of class assignment shall be paid at the work out of class compensation rate after working two (2) consecutive months in the higher class.

#### 8.6.9 Limited Term Assignments

##### A. Transit Supervisor

An employee in the classification of Transit Supervisor will receive \$1.90 per hour over the employee's base salary rate when assigned to perform day-to-day supervision and coordination in the absence of an incumbent in the management classification of Base

Superintendent. Unless specifically provided otherwise in Federal law, the pay differential shall not apply to overtime worked. The pay differential assignment shall be assigned on a rotational basis by seniority among all volunteers qualified to perform the work (as determined by management) for a period not to exceed thirty (30) calendar days unless extended by agreement between management and PSA.

#### B. Maintenance

At the sole discretion of the General Manager, an employee in the Maintenance Department will be paid a \$1.90 per hour differential over the employee's base salary rate for hours worked when assigned to perform supervision and coordination activities in the temporary absence of an incumbent in a management classification. No appointment shall last more than one hundred and twenty (120) days, except as may be extended by mutual written consent of the parties. No employee shall incur a loss in base salary rate as a result of this assignment.

### 8.7 Reclassification

8.7.1 During the month of December, the first three (3) employees whose class specification is not included in any career ladder grouping (as listed in Article 8.5.1), and one group in a class, who submit to the Human Resources Manager a completed request form for reclassification, will be studied. During the month of June the first three (3) employees whose class specification is not included in any career ladder grouping (as listed in Article 8.5.1), who submit to the Human Resources Manager a completed request form for reclassification, will be studied.

During the month of December the Union can request a reclassification study of one group defined as the class specifications used to determine a career ladder grouping (as listed in Article 8.5.1). The Human Resources Manager will acknowledge receipt of the request within ten (10) working

days. An employee may not resubmit a second request while in the same classification for reclassification more than once within a two (2) year period after being studied. The employee and the Union may not resubmit a second request for a reclassification more than once 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 an employee or the Union.

Management shall provide a written notification to the Union on requested reclassifications including wage comparisons and recommendations. Classification adjustments for Union-initiated group reclassifications shall become effective on the first day of the first pay period following approval by the Board of Directors. Employee requested studies that result in being reclassified to a new or revised classification and result in a wage increase shall be effective not later than the first day of the first pay period of the following July 1 (December request) or January 1 (June request) of each year. However, the implementation of an upward wage increase may be delayed by the number of days beyond thirty (30) that it takes the employee to complete and submit the position information questionnaire form. Up to six (6) hours of the employee's work time will be provided for this task. Failure to complete the form within sixty (60) days will cancel the employee-requested study.

8.7.2 When an employee is reclassified to an existing, but higher, classification, he/she will enter the higher classification in the step which provides a minimum salary increase of 5% providing that the employee has served a minimum of six (6) months in the lower classification prior to being reclassified.

8.7.3 There shall be no probationary period for a reclassified employee.

## 8.8 Transfer

8.8.1 Employees may request a lateral transfer to a position in the same job class or at the same pay rate at any

time by filing a written application form with the Human Resources Department. At the time a position is vacated, METRO may grant the request in lieu of recruiting or selecting a candidate from an existing eligibility list to fill the vacant position. When two (2) or more employees file a transfer request for the same position, METRO shall evaluate the applicants on the basis of experience, education, work record and seniority.

8.8.2 Transfers shall not lower the employee's wage rate, nor change the anniversary date, nor annual leave accrual rate, nor in any other manner reflect adversely upon his/her rights.

### 8.9 Involuntary Demotion

An involuntary demotion is when an employee is involuntarily demoted by METRO from an existing position to a position in a lower-paying classification. An employee shall be placed on the same step in the lower salary range. Involuntary demotions may be made for unsatisfactory performance subject to proper documentation including progressive discipline in accordance with the Personnel Rules and Regulations. Such demotions shall not be made for arbitrary or capricious reasons.

### 8.10 Voluntary Demotion

8.10.1 An employee may request a voluntary demotion to a lower classification by completing and filing a METRO application form with the Human Resources Department. At the time a position is vacated for which a voluntary demotion request is on file, METRO may grant the request in lieu of recruiting or selecting a candidate from an existing eligibility list to fill the vacant position, provided the employee meets the employment standards for that position. Voluntary demotion applications will be kept active for a period of not more than six (6) months. Voluntary demotions shall not be denied for arbitrary or capricious reasons. Denial of requests for voluntary demotion shall be in writing and shall contain reasons upon which the denial is based. Voluntary demotions

shall not change the employee's anniversary date, nor annual leave accrual rate, nor in any other manner reflect adversely upon his/her rights.

8.10.2 Demotions shall be effective on the first day of a pay period.

8.10.3 A Mechanic III employee wishing to voluntarily demote to a Mechanic II position, when there is no Mechanic II vacancy, must submit a written request to the Fleet Maintenance Department Manager within the first thirty (30) days of a new shift bid. The Department Manager will place the Mechanic II incumbent having the greatest seniority in the Mechanic I/II/III classification series on the Mechanic III certification list. In the absence of a certification list, the Department Manager will administer a written test to interested Mechanic II incumbents who meet the minimum requirements for the position in order to establish a certification list.

The demotion/promotion will occur at either: (a) the next shift bid; or (b) between bids, providing both incumbents agree to switch bids for the remainder of the current shift bid.

A Mechanic III demoting to a Mechanic II position shall have seniority accrued while in the Mechanic III classification credited toward Mechanic I/II classification seniority for the purpose of shift bidding and layoff.

## **ARTICLE 9 SAFETY**

### **9.1 Compliance**

METRO and its employees will conform to and comply with all Federal, State and local health and safety laws and regulations. METRO will take all steps necessary to ensure employee health and safety including, but not limited to, training prior to the use of any equipment or machine used in the course of an employee's job. Responsibility for safety is shared by METRO and its employees.

## 9.2 Unsafe Conditions

No employee shall be required to work under unsafe conditions nor to perform tasks which endanger the employee's health, safety and well-being. 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.

- A. An employee shall report health or safety hazards to their immediate supervisor within one working day upon discovery.
  
- B. If the supervisor is unable to abate the hazard within one additional working day, he/she shall refer the matter to the department manager or Safety Officer. An employee may refer a safety hazard directly to the department manager or Safety Officer if the supervisor is unavailable or unable to abate the safety hazard. METRO will post the name of the designated Safety Officer at the green IPP boxes at each facility.
  
- C. If METRO is unable to abate a safety hazard, and an employee has been assigned to a task which, in the employee's belief and good faith, threatens the employee's health or safety or puts the employee or another person in danger of serious physical injury, the employee may refuse in good faith 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. Nothing herein shall be construed to restrain an employee's statutory rights to contact California Occupational Safety and Health representatives.



### 9.3 VDT/CRT Safety

9.3.1 VDT/CRT stations shall have adjustable glare control.

9.3.2 Shielding for the VDT/CRT units shall be available upon request to help protect the operator from low-level radiation.

9.3.3 VDT/CRT operators shall be allowed at the end of every forty-five (45) minutes of continuous VDT/CRT work to do non-VDT/CRT work or at the discretion of the supervisor to take a fifteen (15) minute break.

### 9.4 Occupational Health & Safety Committee

Up to five (5) management representatives and one employee from VMU, SEA and PSA, and up to two representatives from other METRO bargaining units shall meet at least quarterly to consider potential and actual safety, health and safety training matters for employees, and to recommend resolution of unsafe working conditions. Management will present accident experience of represented employees at these meetings. Members of the Committee shall serve without loss of compensation. A committee agenda will be prepared for each meeting and minutes will be distributed. The Committee shall have access to all pertinent records excluding personnel records and personnel files. In the event that the parties to this MOU cannot mutually agree to a resolution of a difference over an occupational health and safety question, the parties to the Committee may mutually seek the advice, opinion or recommendation of consultants who are authorities on the issue in question.

## **ARTICLE 10 PAY RATES**

### **10.1 Pay Rates**

Pay rates for represented classes are shown in Appendix A and have been increased by:

**An increase of 2% shall be effective June 21, 2012**

**An increase of 2% shall be effective June 20, 2013**

**An increase of 2% shall be effective June 19, 2014**

**In the payroll periods of June 21, 2012 and June 20, 2013, respectively, the following additional payments will be made to employees covered by the Memorandum of Understanding on the basis of years of service on:**

	<u>July 1, 2012</u>	<u>July 1, 2013</u>
0 - 5 yrs	\$2,000	\$2,000
6 - 10 yrs	\$2,500	\$2,500
11 - 15 yrs	\$3,000	\$3,000
16 - 20 yrs	\$3,500	\$3,500
21 - 25 yrs	\$4,000	\$4,000
26 - 30 yrs	\$4,500	\$4,500
31+ yrs	\$5,000	\$5,000

10.1.1 For the purposes of defining an employee's salary rate as used in this contract, the following two terms or categories shall generally apply:

A. Base Rate/Base Hourly Rate - the hourly rate that is identified by one of the salary steps of a classification,s salary range contained on METRO's salary schedule.

B. Regular Rate/Regular Hourly Rate - the hourly rate actually paid to an employee. This rate includes normal premium pay provisions such as shift differential, bilingual pay, longevity increments, and any other FLSA-required inclusion. When more than one premium is applicable, each premium shall

separately be added to the employee's base rate. It is the regular rate that is used to compute overtime pay.

## 10.2 Longevity

METRO shall compensate an employee with longevity increments as follows:

- 5% of the base salary after ten (10) years of continuous service.
- An additional 5% of the base salary after fifteen (15) years of continuous service.
- An additional 5% of the base salary after twenty (20) years of continuous service provided it was effective on or before June 12, 1997.

## 10.3 Shift Differential

### 10.3.1 VMU (effective June 20, 2013)

An employee shall receive compensation in addition to the base hourly rate for all hours worked as provided below:

<u>Shift</u>	<u>Weekday</u>	<u>Weekend</u>
Day		<b>\$0.30</b>
Swing	<b>\$0.70</b>	<b>\$0.85</b>
Graveyard	<b>\$1.45</b>	<b>\$1.55</b>

### Shift Differential VMU (effective June 19, 2014)

<u>Shift</u>	<u>Weekday</u>	<u>Weekend</u>
Day		<b>\$0.35</b>
Swing	<b>\$0.75</b>	<b>\$0.90</b>
Graveyard	<b>\$1.50</b>	<b>\$1.60</b>

An employee whose normal work schedule includes weekend hours shall receive the above differentials for hours worked between 12:00 midnight, Friday and 12:00 midnight, Sunday.

Subject to Section 11.1.1 of the agreement, METRO may reassign an employee to work other than the below shifts. An employee so reassigned shall be compensated at the appropriate shift differential rate for all hours worked during

either the swing or graveyard shift periods listed below provided that the hours worked consist of increments of one hour.

**The shifts listed below will have set hours mutually agreed to by the Union and METRO. The agreed to set hours will meet the following parameters:**

Day Shift: **Weekday – The shift will be eight and one half (8.5) hours with a 30 minute unpaid lunch.**

Day Shift: **Weekend – The shift will be eight (8) hours with a 30 minute paid lunch.**

Swing Shift: **Monday-Sunday – The shift will be eight (8) hours with a 30 minute paid lunch.**

Graveyard Shift: **Monday-Sunday – The shift will be eight (8) hours with a 30 minute paid lunch.**

#### 10.3.2 Incentive Pay

An employee in the position of Lead Mechanic and assigned to supervise unit rebuild shall receive compensation in addition to base salary at the rate of \$0.45 per hour for all hours in the position.

#### 10.3.3 SEA

A full-time employee who works one-half ( $\frac{1}{2}$ ) or more of his/her shift and a part-time employee who works two (2) hours or more between the hours of 6:00pm and 6:00am shall be paid a **\$0.90 differential effective June 20, 2013, and a \$1.00 differential effective June 19, 2014** in addition to his/her base rate of pay for all work performed on such shift.

#### 10.3.4 PSA

Should the four-day/ten-hour (4/10) shift of the Transit Supervisors be changed, management will provide the Union with advance notice in order to meet and confer on the change of the four-day/ten-hour (4/10) shift including the Union's proposal for a shift differential for Transit Supervisors and other PSA employees.

## 10.4 Overtime

10.4.1 Except as otherwise provided herein, all management-authorized overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half ( $\frac{1}{2}$ ) the regular hourly rate of pay of the employee for all overtime work requested or required of the employee except that the employer cannot mandate holding or scheduling an employee in excess of two hours past the end of the shift except in cases of emergencies. It is further agreed that volunteers will be first solicited from qualified employees and that the selection be accomplished equitably. Overtime is defined to include any time in paid status in excess of eight (8) hours in any day or the regular eight (8) hour shift, whichever is greater, or ten (10) hours in any day or the regular ten (10) hour shift, whichever is greater, or time in paid status in excess of forty (40) hours during the employee's regular workweek, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

10.4.2 All hours worked on the seventh consecutive day of the workweek and after working six consecutive eight hour days (five day workweek) or six consecutive ten hour days (four day workweek) shall be compensated at two times the regular hourly rate of pay.

10.4.3 At the employee's option, overtime hours worked may be converted to compensatory time off in lieu of payment at the rate of one and one-half ( $1\frac{1}{2}$ ) times the hours worked. When compensatory time off is granted, time off shall be subject to prior approval of management with consideration of the operational needs of METRO. Compensatory time accrued shall not be allowed to accumulate beyond eighty (80) hours. At the employee's option, all compensatory hours accumulated but not taken by the end of the calendar or fiscal year may be taken in pay provided a written request is submitted to the Finance Department prior to the end of the calendar or fiscal year. The Finance Manager will send a

written notice to each employee in April and October indicating the ending date of the fiscal/payroll year.

10.4.4 There shall be no pyramiding of overtime through the application of these provisions.

10.4.5 Classifications which are defined by METRO as exempt from overtime compensation under the Fair Labor Standards Act include all positions within the classifications of Supervising Accountant, Administrative Services Coordinator, **Transit Planner, Senior Transportation Planner and Transportation Planning Supervisor, Financial Analyst, and Senior Financial Analyst**, and are exempt from all overtime provisions of the contract. Such classifications shall accrue .0193 hours (40 hours per year) of administrative leave for each hour of service in lieu of overtime compensation. Administrative leave not taken during the fiscal year will be forfeited.

10.4.6 An employee in the classification of Transit Surveyor will have an irregular schedule not to exceed ten (10) hours in a twenty-four hour period with a minimum twelve (12) hour off-duty period. An employee having an approved flexible work schedule may agree in writing to be paid at the overtime rate for only those hours exceeding forty (40) hours per workweek.

10.4.7 An employee may be mandated to attend required training outside their normal work hours, and will be paid at the applicable overtime rate.

10.4.8 VMU  
Scheduled overtime shall be distributed and rotated by seniority as equally as is practicable among qualified volunteer employees in the VMU within each classification within each facility. In the event there are not volunteers, the least senior qualified employee shall be assigned. Scheduled overtime shall be defined as extra work planned at least

twenty-four (24) hours in advance by METRO, excluding training as per Article 10.4.7.

#### 10.4.9 SEA

Scheduled overtime shall be distributed and rotated by seniority as equally as is practicable among qualified volunteer employees in the bargaining unit chapter within each classification within each facility within each department. Scheduled overtime shall be defined as extra work planned at least twenty-four (24) hours in advance by METRO.

#### 10.4.10 PSA - Transit Supervisors

Transit Supervisors' overtime shifts known at least ten (10) days in advance will be posted with a sign-up sheet and assigned five (5) days prior to the work date. Shifts will be assigned on a classification seniority basis. The most senior Supervisor available on the sign-up list will be assigned to the shift. Both full and partial overtime shifts under this paragraph are considered to be scheduled overtime.

Unscheduled overtime shifts will be assigned to the most senior Transit Supervisor on the Supervisor's Overtime Call List as called and assigned by an on-duty Transit Supervisor.

### 10.5 On Call Duty

#### 10.5.1 VMU

A VMU employee will receive On Call Duty pay at a rate of \$115 per week in the event that he/she is placed in On Call Duty status for an entire week. An employee placed on call for shorter periods of time shall receive a pro rata share of \$115. Qualified volunteer personnel shall sign up on a volunteer list for preferred available time periods. Non-volunteers consisting of the six (6) least senior employees in permanent status shall be selected on a rotational basis to staff any remaining open time periods. A non-volunteer selected shall be assigned On Call Duty for not more than two (2) consecutive weeks. Employees shall be compensated at a rate of pay in accordance with the overtime provisions of Article 10.4.

## 10.5.2 SEA

A. Workers in the Facilities Maintenance Department may be required to be placed in On Call Duty status if there are not sufficient volunteers. On Call Duty assignments shall be rotated by seniority. An employee may substitute another eligible employee for his/her On Call Duty assignment with three (3) days notice to the Department Manager.

B. On Call Duty is defined as a non-work period of time when an employee can be reached by telephone or pager and the employee is available to report to work within one hour of notification. The On Call Duty employee will be paid at the appropriate wage rate from the time of the notification until the end of work time at METRO site including up to a maximum of thirty (30) minutes travel time to work. To be assigned On Call Duty, an employee must be on a written On Call Duty departmental schedule that has been approved by the department manager.

C. An employee shall be compensated at a rate of \$1.15 per hour for every hour the employee is in On Call Duty status. When an employee in a customer service classification is placed on a ninety (90) consecutive minute period of On Call Duty status [not to extend beyond thirty (30) minutes after the start of the shift], the employee shall be compensated at a rate of \$7.00 per hour.

## 10.5.3 PSA

An employee may volunteer for an on-call assignment.

## 10.5.4 Failure to Respond to On Call Duty

An employee who is in On-Call Duty status who fails to respond or report for a call shall forfeit the On-Call Duty pay for that day. Loss of pay may be waived if an employee provides proof that he/she could not report on time due to one of the following:



1. Inability to respond/report due to hospitalization
2. Inability to respond/report due to involvement in a vehicular accident
3. A verifiable malfunction of the paging equipment

## 10.6 Call Back Duty

10.6.1 Call Back Duty is defined as work performed any time an employee accepts being called back to work after leaving METRO work facility at shift end or during non-scheduled work time. Compensation shall begin at the time the worker arrives at the work site. An employee performing Call Back Duty work shall be compensated a minimum of two (2) hours at time and one-half of the employee's regular hourly rate.

10.6.2 The two-hour minimum Call Back Duty pay shall not apply to employees in On Call Duty status. Call Back Duty employees called back shall be compensated at the applicable rate of pay for actual hours worked.

## 10.7 Overtime Minimum

Any employee who reports to work scheduled overtime, not contiguous to his/her regular shift, shall be guaranteed one half the scheduled overtime, not to exceed four (4) hours.

## 10.8 Bilingual Pay

For a qualified employee in a position where it is an advantage to METRO for the worker to be bilingual in Spanish and the worker passes an oral test, METRO shall provide an additional **\$0.75** per hour for all hours worked. Periodic proficiency testing may be conducted at METRO's discretion to ensure that bilingual skills are maintained. METRO, in conjunction with the Union, shall periodically review positions covered by these provisions to determine the number and location of positions to be designated as requiring oral bilingual abilities. When METRO determines that written in addition to oral Spanish/English skills are necessary, a total of **\$0.95** per hour for all hours worked will

be paid following the successful completion of a proficiency test.

### 10.9 Salary Schedule Step Advancement

Eligibility for step advancement within each salary range shall be based upon regularly scheduled paid service hours (excluding overtime) and satisfactory employee performance as follows:

- A. The first step in the salary range is the minimum rate and shall be the standard appointment rate for the class.
  
- B. The second step shall be paid at any time after 1040 hours of active service at the first step as evidenced by an overall satisfactory employee performance rating.
  
- C. The third step shall be paid at any time after 2080 hours of active service at the second step as evidenced by an overall satisfactory employee performance rating.
  
- D. The fourth step shall be paid at any time after 2080 hours of active service at the third step as evidenced by an overall satisfactory employee performance rating.
  
- E. The fifth step shall be paid at any time after 2080 hours of active service at the fourth step as evidenced by an overall satisfactory employee performance rating.
  
- F. The sixth step shall be paid at any time after 2080 hours of active service at the fifth step as evidenced by an overall satisfactory employee performance rating.  
(effective July 5, 2001)
  
- G. The effective date of the step advancement shall be at the beginning of the shift in which the hours of active service are met.
  
- H. Hours of active service shall be defined as all hours in paid status.

## **ARTICLE 11    GENERAL PROVISIONS**

### **11.1    Work Hours**

11.1.1    Each full-time employee shall be guaranteed forty (40) hours per workweek with two (2) or more consecutive days off unless otherwise provided in Article 11.1.2. The standard workweek for a full-time employee shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. An employee shall be assigned to a work shift with scheduled starting and quitting times. In no event shall a standard workweek be changed without an opportunity for the Union and METRO to meet and confer in good faith. No standard workweek shall be changed without just cause.

11.1.2    METRO acknowledges that there may be benefits both to METRO and employee in the application of job sharing, part-time employment or flexible work hours for employees. METRO agrees to arrange such alternative work schedules in consultation with interested employees provided that such arrangements shall be made in the best interests of the employing department and by mutual agreement between the employee and the department manager.

11.1.3    Should conditions necessitate a change in the regular shift of an employee, the department manager shall notify the employee and the Union at least ten (10) working days in advance.

11.1.4    Where METRO designates an employee as a Floater in the PSA unit, the Floater will be exempt from the ten-day proscription. This provision shall not preclude METRO's right to effect changes necessitated by bona fide emergencies. Whenever possible, the Floater will be given at least twenty-four (24) hours notice of a posted shift change. In the event of an unforeseen open shift when a Floater is required to return to a shift with less than an eight (8) hour off-duty period, the employee shall receive pay computed at time

and one-half the straight time rate for work performed during this eight (8) hour period.

## 11.2 Probationary Status

11.2.1 An employee shall serve a probationary period for six (6) months following the date of original METRO appointment and promotion to a regular budgeted position. An employee appointed to step one of the salary schedule shall, upon satisfactory completion of the probationary period, advance to step two.

11.2.2 A new employee in the VMU mechanical classifications will not perform call duty or work in an out of class assignment until satisfactory completion of the probationary period.

A new employee in the VMU parts classifications will not work in an out of class assignment until satisfactory completion of three (3) months of the probationary period.

11.2.3 An employee on probationary status may be granted an unpaid leave by METRO in the event of illness or where it is in the best interest of METRO.

11.2.4 An employee on unpaid leave or otherwise absent during his/her probationary period shall have the probationary period extended for an amount of time equal to the leave or absence.

11.2.5 An original probationary appointee (new hire) may be disciplined, demoted and discharged from employment without right of an appeal hearing or grievance procedure except as provided in Article 20.

11.2.6 A promoted employee having earlier completed the original probationary period may be demoted to the most recently held classification from which the employee was promoted. If the prior classification no longer exists, the demoted employee shall be transferred to a classification with

a wage rate equivalent to the classification held before the promotion took place. A promoted employee may, during the probationary period, voluntarily demote to the previously held position, or its equivalent, as outlined above. Any employee displaced by a demoting employee shall not be entitled to the provisions of Article 17 Layoff and Reemployment.

### 11.3 Meal Periods

11.3.1 A PSA or SEA employee shall be granted an uninterrupted and unpaid meal period of not less than thirty minutes whenever the employee is assigned a work period of more than five (5) hours. The meal period shall normally be scheduled at or about the mid-point of the workday. METRO shall provide meals (not to exceed \$12 for a noontime meal and \$16 for an evening meal, including any tax and tip) and additional meal periods when a full-time employee is assigned to work emergency or unscheduled overtime in excess of two hours over and above the regular work shift. An employee may waive the right to a meal period if desired and such waiver is consistent with METRO work schedule requirements.

#### 11.3.2 VMU Employees

A. All unit employees shall be entitled to an uninterrupted meal period after the employee has been on duty for four (4) hours. The length of time for such period shall be no longer than one (1) hour and shall be normally scheduled at or about the mid-point of each eight-hour work shift. Employees may waive the right to a meal period if desired and such waiver is consistent with METRO work schedule requirements.

#### B. Emergency Meals

METRO shall provide meals (not to exceed \$12 for a noontime meal and \$16 for an evening meal, including any tax and tip) and time to eat same for employees assigned to work emergency or unscheduled overtime when an employee works two (2) or more hours contiguous to his/her regular work shift. Thereafter, an

additional meal will be provided for every four (4) hour period.

#### 11.4 Rest Periods

An employee shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours. A rest period unable to be taken due to unusual work activities and not taken within a five (5) hour work period shall be waived. A rest period waived by an employee shall not be subject to overtime payment, other premium payment, or a grievance. With mutual consent between the employee and supervisor, rest periods may be combined into one thirty (30) minute period per full work shift. An employee may not voluntarily waive a rest period in order to terminate the work shift early or begin the work shift late.

#### 11.5 Clean-Up Time

An employee who works with dirty, hazardous or contaminated material shall be provided with reasonable time before lunch or rest periods and at shift end for wash-up purposes. An employee shall be provided with a proper bench, hand cleaner, towels, hot water, lockers and other necessary material for clean-up.

#### 11.6 Anniversary Date

An employee's anniversary date shall be the first date worked in continuous service (includes paid and unpaid leaves of absence) in a regular status classification with METRO and shall be used for the computation of METRO seniority and benefits. Recall from the reemployment list shall not constitute a break in continuous service for the purpose of maintaining an employee's anniversary date; however, the period of layoff will be subtracted in computing seniority, accruals, step increases and other benefits. Anniversary dates for all employees shall be concurred by the Union and posted in METRO offices.

## 11.7 Classification Date

The classification date shall be the first date worked in continuous service in a specific classification and shall be used for computation of classification seniority. Classification dates for employees as of June 30, 1995 shall be the dates posted in METRO offices.

11.7.1 For VMU the classification date shall be the first date worked in continuous service for an incumbent in one or more of the following classifications: Mechanic I/II/III, Lead Mechanic, Machinist, and Inspector.

## 11.8 Shift Bidding

### 11.8.1 VMU

A. An employee's appointment date to his/her current class shall determine the employee's seniority for shift bidding. For purposes of this section, Mechanic I and II shall be deemed to be the same classification. For the classifications of Mechanic III, Lead Mechanic, Machinist, and Inspector, the shift bidding seniority shall be from the first day worked in continuous service within that specified class.

B. METRO shall prepare a list of all employees in the VMU chapter in each classification by department whose working shifts are determined by seniority with their seniority status and submit these lists to the Union one (1) calendar week prior to each shift bid. The list shall indicate part-time and full-time positions. The list shall be posted five (5) working days prior to each shift bid in all work sites where shifts are bid.

C. Two (2) or more persons who begin work within the same classification on the same day shall have their relative seniority determined by METRO seniority; however, when two or more persons have the same METRO seniority, the seniority shall be determined by the drawing of lots by Union representatives.

D. Bid selection sheets will be posted prior to the shift bid in August, November, February and May. The bid selection sheet will include the beginning and ending times for each shift and days off. METRO shall maintain the right to alter or adjust the bid schedule on an emergency basis. METRO shall notify the employee as much in advance as possible of such change. This paragraph shall not preclude METRO from approving upon request an exchange of shifts between equally qualified employees.

E. The bid selection process shall be set up on an alternating basis such that for one bid process all the Lead positions shall complete their bidding first, followed by all other non-Lead positions in their natural occurring orders, and subsequently for the next scheduled bid selection the reverse order with all the non-Lead positions completing their bid selections first and the Lead positions following in their natural occurring orders.

F. There shall be one Floater Mechanic who shall be an employee having permanent status from the Mechanic I/II/III classification series working a daytime shift as designated on the shift bid. The Floater may either be selected from the shift bid volunteer list in order of seniority or, absent a volunteer, the least senior employee. The Floater may only be used to fill staffing shortages on swing and graveyard shifts due to scheduled or unscheduled time off. The Floater may be required to remain in the assignment up to the duration of the bid. The Floater shall be notified at least five (5) working days in advance of the assignment.

#### 11.8.2 SEA

A. An employee's appointment date to his or her current class shall determine the employee's seniority for shift bidding. Two or more persons who begin work



within the same classification on the same day shall have their shift-bidding seniority determined by the drawing of lots by Union representatives.

B. METRO shall prepare a list of all employees in the SEA Chapter in each classification by department whose working shifts are determined by seniority with their seniority status and submit these lists to the Union one (1) calendar week prior to each shift bid. The list shall indicate part-time and full-time classifications. The list shall be posted five (5) working days prior to each shift bid in all work sites where shifts are bid.

C. Bid selection sheets will be posted at least every four (4) months but not more often than every two (2) months except under emergency conditions. Whenever seniority relationships within a class in a department change, METRO shall conduct a shift bid upon request. The bid selection sheet will include the beginning and ending times for each shift and days off.

D. METRO shall maintain the right to alter or adjust the bid schedule on a temporary or emergency basis. METRO shall notify the employee as much in advance as possible of such change. Temporary schedule changes shall last no longer than seven (7) calendar days. Emergency changes can be extended beyond seven (7) calendar days upon mutual consent of the Union and METRO.

### 11.8.3 PSA

A. An employee's appointment date to his/her current class shall determine the employee's seniority for shift bidding.

B. Two (2) or more persons who begin work within the same classification on the same day shall have their relative seniority determined by the drawing of lots by Union representatives

C. METRO shall prepare a list of all employees in the bargaining unit in each classification by department whose working shifts are determined by seniority with their seniority status and submit these lists to the Union thirty (30) calendar days prior to each bid. Bid selection sheets will be posted every three (3) months and will be posted twenty-one (21) calendar days in advance of the beginning of the bid. Union representatives and METRO management will establish a bid process. The Union and METRO will jointly conduct the bid process. METRO agrees that the Union will have input on the content and ratification of the bid.

D. Notwithstanding section 11.8.3C, in the event that METRO has a reasonable need to conduct a special bid, METRO may post bid selection sheets for the special bid seven (7) calendar days in advance of the beginning of the bid. The Union will have input on the content and duration of this bid.

E. In the event of an absence by a Transit Supervisor for thirty (30) days or more, METRO, in conjunction with the Union, shall fill the absence by allowing the shift to be re-bid by all Transit Supervisors interested in working the open shift. Any remaining open shift of thirty (30) days or more, not bid, may be assigned to an employee working out of classification to fill a temporary or vacant Transit Supervisor position.

F. The Union recognizes that the current incumbent in the scheduling assignment shall hold this assignment until such time as she relinquishes it. This incumbent shall give four (4) weeks notice of intent to

relinquish the scheduling assignment. Within five (5) days of notice, the Union and Operations management agree to meet and confer to determine the method of selection and the duration of the assignment. In addition, the assignment will have a separate annual leave bid and the incumbent will be called in order of classification seniority for other Transit Supervisor overtime assignments.

G. The Union recognizes that the current incumbent in the Transit Supervisor/Customer Service assignment shall hold this assignment until such time as she relinquishes it. This incumbent shall give four (4) weeks notice of intent to relinquish the customer service assignment. Within five (5) days of notice, the Union and Operations management agree to meet and confer to determine the method of selection and the duration of the assignment. In addition, the incumbent will be called in order of classification seniority for other Transit Supervisor overtime assignments.

#### 11.9 VMU Work Schedules and Location Assignment

All work assignments will be by seniority within a classification in the Fleet Maintenance Division. For purposes of this Section, Mechanic I and II shall be deemed to be the same classification. A work shift assignment roster shall reflect shift assignments. This will not preclude METRO from effecting schedule changes due to operational needs, overtime, emergency work, or training needs.

#### 11.10 Transitioned VMU Employees

For all employees transitioned from the City of Santa Cruz on January 1, 1985, the anniversary date shall be the first date worked in continuous service with the City of Santa Cruz. The first date worked in continuous service with the City of Santa Cruz shall be used for computation of METRO seniority, benefits, and continuous service.

## **ARTICLE 12    BENEFITS AND REIMBURSEMENTS**

### **12.1    Medical Plan**

METRO shall continue participation in the CalPERS medical program including one CalPERS-approved equivalent medical plan for an employee, retiree, and eligible dependents. The amount METRO pays toward medical premiums for SEIU retirees will be consistent with the premium participation amount specified in the MOU in effect at the time of the individual's retirement or the amount stated in METRO's contract with CalPERS, whichever is greater.

METRO agrees to pay 95% of the HMO-level monthly medical insurance premium for employee/retiree, employee/retiree and one dependent, and family (employee/retiree).

In addition, METRO shall pay any administrative fees and contingency reserve fund assessments for all medical premiums covered by Article 12.1.

In the event that a Health Maintenance Organization is no longer available in Santa Cruz County during the term of this MOU through the available CalPERS coverage options, the parties agree to reopen Section 12.1 of this MOU.

METRO will continue to offer the H-Care Plan (IRC Section 125 pre-tax medical premium contribution plan).

12.1.1    If an active employee's selected medical plan does not provide the benefit of a hearing examination and assistive devices, then METRO will provide to the active employee only a benefit of \$750 per ear per year or \$1,500 per ear every two (2) years or \$2,250 per ear every three (3) years. Payment shall be by invoice from the provider or through direct reimbursement to the employee. Proof of payment or invoice must be provided to the Human Resources Department within three (3) months of the examination or receipt of assistive devices.

12.1.2 An employee who declines participation in METRO's medical insurance program and produces satisfactory evidence of other medical insurance coverage (from an employer other than METRO) shall be paid \$300 for each full three-calendar-month quarter beginning January 1 of each year 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.

## 12.2 Retiree Insurance Coverage

METRO's share of dental, vision and life insurance plan coverage shall continue to be provided by METRO for a qualifying retired employee and dependent(s) and terminate upon any of the following conditions: (a) death of the retiree; (b) retiree attains the age of 65; or (c) retiree becomes employed with another employer and accepts dental, vision, and/or life insurance coverage with that employer. A qualifying retired employee shall meet all of the following conditions: (a) file an application for monthly retirement benefits on or before date of separation through PERS; (b) is at least 50 at time of separation; (c) has completed at least 20,800 hours of continuous regular service with METRO at time of separation (re-employment after layoff shall not constitute a break in continuous service); and (d) has completed the retiree insurance coverage documentation upon last day of work.

## 12.3 Employee Responsibility

An employee shall be liable for payment for all costs incurred and services received by ineligible dependents. It is the responsibility of an employee to notify the Human Resources Department upon any enrolled dependent(s) becoming ineligible.

## 12.4 Effective Date of Coverage

The effective date of coverage for dental and vision insurance coverage for a new employee shall be the first day of the

month following the calendar month in which enrollment forms are completed and received in the Human Resources Office. Upon employment separation an employee's dental and vision insurance shall terminate at the end the calendar month in which an employee separates.

### 12.5 Domestic Partner

An employee may choose to enroll his/her domestic partner as a dependent under the CalPERS medical (alternate plan), dental and vision portion of METRO's health benefit program by submitting an affidavit of residence, spousal relationship and IRS qualified or non-qualified dependent as may be required. For the purposes of the Article, domestic partner is defined as an unmarried equivalent of spouse who is either eligible to be legally married or would be eligible to be legally married except for gender. An employee may add a domestic partner in the health benefit program in compliance with the regulations of the health care plan in effect at the time.

### 12.6 Survivor's Benefits

Upon the death of a covered employee who is on METRO's payroll and has dependents (including a domestic partner) covered under METRO's medical, vision and dental plans, METRO shall continue to pay METRO's share of paid insurance premiums for the eligible dependents for twenty (20) consecutive pay periods provided the continuation of benefits (COBRA) forms have been completed and submitted to the Human Resources Department.

### 12.7 Dental Insurance Coverage

An employee and 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.

### 12.8 Vision Insurance Coverage

METRO shall provide vision insurance coverage for an employee and eligible dependent(s) to include an annual examination and prescribed lenses and frames with a \$5.00 deductible, and, in a year lenses and frames are not obtained, the purchase of contact lenses (not to exceed \$350 after a \$50 deductible) may be obtained.

### 12.9 Life Insurance Coverage

METRO shall pay the premium for a \$25,000 term life insurance plan for an employee. An employee may purchase supplemental life insurance coverage as permitted to a maximum of \$150,000. The plan coverages will be reduced by 50% upon attaining age 70 according to the existing life insurance policy.

### 12.10 Accidental Death and Dismemberment Insurance

METRO shall pay the premium for a \$50,000 accidental death and dismemberment insurance plan for an employee. An employee may purchase supplemental insurance coverage to a maximum of \$150,000. The plan coverages will be reduced by 50% upon attaining age 70.

### 12.11 State Disability Insurance

METRO shall provide paid coverage for an employee under the California State Disability Insurance Program.

### 12.12 Long Term Disability Plan

METRO shall pay the premium for a long term disability plan for an employee, integrated with California State Disability Insurance, Workers' Compensation, Social Security and/or disability retirement. The plan shall provide for monthly payments of up to \$3,000. An eligible employee shall be defined as an employee who has been employed one year or more with METRO and who is unable to work due to a qualifying disability of (3) three months.

### 12.13 Continuation of Insurance During an Unpaid Leave of Absence

An employee who is on an unpaid leave of absence exceeding one hundred eighty (180) calendar days must pay the total monthly premiums in advance to continue medical, dental and vision insurance coverage. The employee must notify the Human Resources Department and make arrangements for payment of any employee and any dependent medical, dental and vision insurance premiums during this period. Failure of an employee to make advance payments for insurance coverage shall result in the employee and any dependent(s) being dropped from the plan.

### 12.14 Retirement Plan

An employee shall be enrolled in the California Public Employees Retirement System (CalPERS), including the 2.5% @ 55 retirement plan and the third level 1959 Survivors Benefits as allowed by CalPERS, and all other optional benefits that have been agreed to by METRO and the SEIU employees. The employee shall have a payroll deduction for the entire portion of the employee's 8% CalPERS contribution. METRO shall pay the entire Employer share.

### 12.15 Uniform/Clothing Allowance

In lieu of a uniform/clothing allowance, an employee's base pay rate has been increased by the following for the purchase and maintenance of the required METRO uniform:

Transit Supvr	\$ .19	Customer Svc Coord	\$ .19
Supvr of Parts & Mat	\$ .16	Sr Customer Svc Rep	\$ .19
Vehicle Svc Leader	\$ .16	Customer Svc Rep	\$ .19
Vehicle Svc Wkr I/II	\$ .18	Facilities Mtc Supvr	\$ .16
Vehicle Svc Technician	\$ .18	Facilities Mtc Wkr I/II/Sr	\$ .16
Vehicle Svc Detailer	\$ .18	Custodial Svc Wkr I/II	\$ .16

### 12.16 Uniforms/Shoes/Boots

#### 12.16.1 VMU

METRO shall provide **1 set of clean coveralls or shirt and pants for every regularly scheduled work day** through a



linen service for unit employees. **Employees classified as Lead Mechanics or Mechanic III's shall receive 1 clean set of shirts and pants and/or 1 set of clean coveralls for every regularly scheduled work day through a linen service for unit employees as requested.** METRO shall provide suitable rain gear and suitable safety rubber boots for all unit classifications. The employee is required to wear safety toe footwear at work that meets American National Standards Institute, Z41, I-75, C-75 and OSHA standards.

#### 12.16.2 SEA

An employee in a maintenance, vehicle service, or custodial classification shall be provided rain gear and suitable safety rubber boots. The employee is required to wear safety toe footwear at work that meets American National Standards Institute, Z41, I-75, C-75 and OSHA standards. METRO shall provide an employee in the Vehicle Service Detailer classification clean coveralls through a linen service.

#### 12.16.3 PSA

An employee in the Transit Supervisor classification will be provided METRO-issued rain gear and suitable rubber boots. An employee in the classification of Supervisor of Parts and Materials and Fleet Maintenance Supervisor shall be provided rain gear and suitable safety rubber boots. The employee is required to wear safety toe footwear at work that meets American National Standards Institute, Z41, I-75, C-75 and OSHA standards.

#### 12.17 Licenses Paid For

An employee operating a METRO vehicle must provide proof that he/she has the type of license required in order to operate METRO's equipment. An employee must provide a copy of both sides of his/her driver's license and medical card to METRO whenever there are any changes. METRO shall reimburse an employee for the basic renewal fee of a California Class A or B driver's license required by METRO, including the cost of the required physical examination. To receive reimbursement, the employee must present a receipt

denoting payment of fees and must show METRO his/her permanent license when received. An employee required to maintain a valid driver's license with driving privileges and valid medical card must be in possession of the license at all times while on duty. METRO may require an employee to obtain required physical examinations through METRO's designated physician(s).

12.17.1 Day Shift VMU mechanics only will be released from work without loss of pay for the time necessary to take the DMV required physical examination.

## 12.18 Transportation Privileges

A. An employee shall receive bus passes for employee, employee's spouse, domestic partner and immediate family members living in the employee's residence, or for whom the employee has custodial responsibilities. Applications for bus passes must be submitted in writing.

B. Employees on leave for military service must turn in their passes, but will be issued a temporary pass while in METRO's service area on any leave of absence from the military. The spouse, dependents or family members of an employee on military leave will continue receiving passes during the term of such military service provided they are qualified under this section.

C. Should a pass be lost it will be reissued at a cost of \$15.00. Should an employee fail to return valid bus passes upon employment separation, other than paragraph D below, \$15.00 for each bus pass shall be deducted from the employee's wages.

D. An employee leaving the service of METRO by retirement under the Public Employee Retirement System (PERS) and continuing to reside in Santa Cruz or adjoining counties, and his/her family members as defined in Section A above, shall receive an annual pass.

E. METRO bus passes shall be honored on all buses operated by METRO in regular scheduled fixed route service, where standard fare structure applies.

#### 12.19 Automobile Mileage Reimbursement

METRO shall reimburse a properly licensed employee for authorized use of his/her private insured automobiles at the rate per mile established by the IRS, and shall provide reimbursement within twenty (20) working days of written request to METRO's Finance Department.

#### 12.20 Reimbursement for Property Damage

In the event that an employee, required by his/her department manager or designee to use a private automobile on METRO business, should incur property damage in connection with a vehicle accident, and the employee is unable to recover the costs of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of METRO in the sum not exceeding \$700, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage.

#### 12.21 Education and Training

12.21.1 METRO shall maintain an on-duty training program which will enable employees to upgrade their skills and better compete for promotions. Training opportunities shall be offered in a fair and equitable manner among bargaining unit employees. A list of all training opportunities will be posted and updated in advance at all work centers. Past records of training attendance may be reviewed upon request by the Union. The Union and METRO recognize that individual employees may need specific job-related courses, and METRO agrees to work closely with the Union to see

that such courses are offered according to employee needs. METRO agrees to work with the Union to develop a mechanic apprenticeship program.

12.21.2 An employee may request reimbursement for tuition and material expenses incurred in course(s) based on the needs of METRO and the applicability of the course to the employee's duties. Attendance requests shall be submitted to the department manager in writing at least ten (10) working days prior to the beginning of the course. If course attendance is approved, the manager shall inform the employee of allowable expenses prior to the beginning of the course.

## 12.22 Reimbursement in Event of Robbery, Burglary or Assault

12.22.1 METRO shall replace, repair or reimburse an employee for any personal items that have been stolen or damaged if the employee can reasonably demonstrate that such personal items were stolen or damaged as a result of a robbery, burglary and/or assault on the employee, provided that such robbery, burglary and/or assault is reported to the appropriate law enforcement authorities and provided that such robbery and/or attack occurs during the employee's work shift while the employee is performing work of METRO, and such burglary is on METRO property.

12.22.2 It is further agreed that if the employee loses any regularly scheduled time as a result of such reported robbery or assault, METRO shall compensate the employee for the time lost.

12.22.3 In the event of theft of an employee's personal items, METRO shall reimburse the employee an amount not to exceed \$75.00 for the loss of those items provided that such theft is reported to the appropriate law enforcement authorities, provided that such theft occurs during the employee's work shift while the employee is employed in work of METRO, and provided that the employee has taken

reasonable precaution to secure said personal items. For the purpose of this Article, theft shall be defined as the carrying away of the employee's personal property without the permission of the employee. If the employee recovers his/her personal property, he/she shall return to METRO the payment he/she received from METRO for such reimbursement.

#### 12.23 Deferred Compensation Plan

METRO shall make available a deferred compensation plan. An employee may choose a deferred compensation plan of his/her choice consistent with Deferred Compensation Regulations and applicable Internal Revenue Service Regulations.

#### 12.24 VMU Tool Allowance

All mechanics will be required to provide up to, but not including, 3/4" drive tools. METRO will provide larger tools. METRO will replace broken or damaged tools with tools of equal value provided they are on an updated inventory list on file with the department. METRO will be liable for theft of tools while tools are on METRO property provided that the mechanic whose tools are stolen has an updated inventory on file with the department and files a police report at the time theft is discovered.

An employee required to supply tools has had the base hourly rate increased.

### **ARTICLE 13 PAID LEAVES**

#### 13.1 Definition

All requests for planned paid leaves of absence should be made in writing and approved in advance. In accordance with this Article, an employee who does not return to work within three consecutive work days of the expiration of the approved leave, excluding paid industrial accident/illness leave, will be considered to have voluntarily resigned his/her employment from METRO, providing extenuating circumstances beyond the employee's control do not prevent the employee's return

and the employee was unable to notify the department manager of the extenuating circumstances.

13.2 Annual Leave

13.2.1 An employee shall accrue paid annual leave in lieu of vacation leave or holiday with the exception of 13.3.1 based on the following hours of active service (defined in section 10.9).

<u>Hours of Service</u>	<u>Hourly Accrual Rate</u>	<u>Approximate Days Annually</u>
1 – 10,399	0.0846	22
10,400 – 20,799	0.1116	29
20,800 – 31,199	0.1231	32
31,200 +	0.1308	34

13.2.2 If, during the course of any fiscal year of employment, an employee wishes to use the annual leave time not yet earned for that year, he/she may do so provided that the unearned annual leave time used does not total more than forty (40) hours per fiscal year or the number of hours of an employee’s normally scheduled workweek, whichever is less. If the employee ceases employment prior to the date when all used annual leave time would be accrued, unearned annual leave pay shall be deducted from the employee’s final check.

13.2.3 If an employee becomes ill while on annual leave and such illness can be supported by a written statement from a primary health care provider, or if the employee is hospitalized for any period, the employee shall have the period of illness charged against paid medical leave instead of annual leave time upon written request.

13.2.4 An employee may not carryover more than two (2) times his/her annual accrual amount at the end of the fiscal/payroll year. Annual leave accumulated beyond **two hundred (200) hours** shall, upon two (2) weeks advance written request of the employee, be paid to the employee

based on the employee's current base hourly rate. **Payment shall be made in the subsequent pay period.**

13.2.5 METRO shall grant annual leave requests based on the staffing needs of METRO and shall permit each employee to take a minimum of all earned annual leave for the fiscal year. For the SEA chapter, the taking of annual leave shall be on a seniority basis within classifications and on a seniority basis within each department of METRO. For the VMU chapter, the taking of annual leave shall be on a seniority basis within the mechanical, body and parts divisions by shift within a yard. In addition, employees may request annual leave at any time.

13.2.6 In the event that more employees, within a classification, within a department, within a yard request the same annual leave time off than can be reasonably spared for operating reasons, annual leave will be granted to such employees who can be reasonably spared in order of seniority within a classification, within a department, within a yard. In bidding for vacation time, an employee who wishes to use accrued annual leave may bump a more senior employee who is without accrued annual leave, for the same period of time. An employee may not bump another employee who has obtained prior written approval for annual leave. Every effort will be made to allow each employee to utilize accrued time.

13.2.7 An employee shall be paid for all accrued and unused annual leave at the time of separation from METRO service at the employee's current hourly rate of pay.

13.2.8 An employee may request an advance on his/her earned annual leave pay so that he/she may be paid for his/her scheduled annual leave in the paycheck received immediately prior to taking the annual leave.

### 13.2.9 Annual Leave Selection – Transit Supervisors

The taking of annual leave shall be on a seniority basis within classifications and on a seniority basis within each department of METRO.

In the event that more employees within a classification within a department request the same annual leave time off than can be reasonably spared for operating reasons, annual leave time off will be granted to such employees who can be reasonably spared in order of seniority within a classification within a department. Once an employee has bid annual leave, the employee may not bump a less senior employee who has signed up for the same period of time. Every effort will be made to allow each employee to utilize accrued time.

METRO will provide an annual leave calendar. Union representatives and METRO management will establish and conduct an annual leave bid process.

During the Transit Supervisor shift selection bid, an annual leave calendar will be provided to correspond to the bid period. There will also be a twelve (12) month annual leave calendar provided to select annual leave in advance.

Transit Supervisors may cancel annual leave requests provided that a minimum of seven (7) calendar days written notice is given.

### 13.3 Holidays

13.3.1 An employee shall be entitled to New Year's Day, Thanksgiving Day, Christmas Day, **Labor Day, Independence Day and Memorial day** holidays from work and shall be paid at the regular hourly salary rate for his/her normal schedule of work when the holiday falls on an employee's regular work day.

**Effective July 1, 2013, an employee shall be entitled to Martin Luther King Jr. Day and the employee's birthday from work, and shall be paid at the regular hourly salary**



**rate for his/her normal schedule of work when the holiday falls on an employee's regular work day. For an employee's birthday falling on February twenty-ninth (29<sup>th</sup>), the twenty-eight (28<sup>th</sup>) day of February will be observed as the employee's birthday in years other than leap years.**

If a holiday falls on an employee's regular day off, an employee will be allowed to take an equal amount of time off work on a workday in the same pay period as the holiday, permitted to have the equivalent number of hours added to his/her annual leave accrual, or paid at the regular hourly salary rate in lieu of the holiday. In order to qualify for holiday pay, an employee is required to work or be in paid status (e.g. paid medical leave, annual leave) on his/her last scheduled workday prior to the holiday and his/her first scheduled day following the holiday. If a holiday falls on a Saturday or Sunday and an employee works a Monday through Friday workweek, METRO will have the option of having the employee observe the holiday on the Friday before or the Monday after the holiday.

**If an employee's birthday falls on the same day as a paid holiday, the employee will be allowed to take the day off and receive the regular hourly rate for the holiday and the equivalent number of hours at the regular hourly rate for their birthday holiday, or have the equivalent number of hours at the regular hourly rate for their birthday holiday added to his/her annual leave accrual. If the employee wishes to use their birthday holiday they must provide the same advance notice as given for vacation days.**

If an employee is required to work in lieu of receiving a paid day off on one of the above **six (6) holidays and eight (8) holidays effective 7/1/13 and thereafter**, he/she shall be compensated at two and one-half (2 ½) times the regular hourly rate.

13.3.2 An employee shall be entitled to receive any special non-recurring holiday designated as an official State holiday by the Governor of the State of California or as an official national holiday by the President of the United States, subject to the approval of the Board of Directors. If the holiday falls on an employee's regular day off, an employee will be allowed to take an equal amount of time off work on a workday in the same pay period as the holiday, permitted to have the equivalent number of hours added to his/her annual leave accrual, or paid at the regular hourly salary rate in lieu of the holiday. In order to qualify for holiday pay an employee is required to work or be in paid status (e.g. paid medical leave, annual leave) on his/her last scheduled workday prior to the holiday and his/her first scheduled day following the holiday. If a holiday falls on a Saturday or Sunday and an employee works a Monday through Friday workweek, METRO will have the option of having the employee observe the holiday on the Friday before or the Monday after the holiday.

13.3.3 METRO shall have the option of closing any office or department of METRO in observance of one or more of the below listed holidays. An employee within that office or department at the employee's option shall be allowed to use annual leave or use comp time charged against any leave accruals for that date. If a holiday falls on a Saturday or Sunday and an employee works a Monday through Friday workweek, METRO will have the option of having the employee observe the holiday on the Friday before or the Monday after the holiday. Said holidays shall be restricted to:

Martin Luther King Jr. Day (**2013 only**)  
Presidents Day  
Veteran's Day  
Day after Thanksgiving

13.3.4 An employee in the VMU chapter working one of the holidays listed in 13.3.3 shall receive compensation at one and one-half (1 ½) times the regular hourly rate and, at

the employee's option, receive eight (8) hours annual leave pay charged against his/her accrual.

13.3.5 An employee in the PSA or SEA chapters may, with management approval, work one of the holidays listed in 13.3.3 at straight time and at the employee's option, receive annual leave pay equivalent to the number of work hours regularly scheduled and charged against his/her accrual. An employee in the PSA or SEA chapters, when required by management to work one of the holidays listed in 13.3.3, shall be paid at one and one-half times the regular hourly rate and, at the employee's option, receive annual leave pay equivalent to the number of work hours regularly scheduled and charged against his/her accrual.

#### 13.4 Paid Medical Leave

13.4.1 Paid medical leave is the status on which an employee is placed by METRO while the employee uses accrued medical leave time for authorized absences because of illness, injury, medical quarantine, appointment with a licensed medical practitioner, California licensed psychotherapist, or in the event of a serious illness of a member of the immediate family requiring the care of the employee.

13.4.2 Family member for the purpose of this section shall include parent, spouse, child, brother or sister of the employee, including the employee's domestic partner and that person's child or children in the immediate household.

13.4.3 An employee shall accrue paid medical leave at the rate of .0462 hours per hour of active service [approximately twelve (12) days per year for a full-time employee]. Unused paid medical leave may be accumulated without limit.

13.4.4 Pay for medical leave shall be paid at the employee's base hourly rate for the time absent from the employee's regularly scheduled work shift.

13.4.5 An employee must notify his/her department prior to shift starting time if the employee will be absent due to illness, injury, incapacity to work or lateness. Shift workers may be required to call in at least one (1) hour in advance if required by written department policy, except in bona fide emergencies. Should any employee be late for one of the reasons allowed by the Personnel Rules and Regulations Section 30.B.2.b he/she may use his/her accruals to make up for the lost time.

13.4.6 An employee absent for any of the following:

1. five (5) consecutive working days or more, or
2. seven (7) absences in a fiscal year (excluding industrial accident/illness leave, and any partial day absence due to a medical appointment) due to illness, injury or physical incapacity, or
3. when METRO suspects a pattern of medical leave abuse consisting of:
  - (a) three (3) occurrences on the day before or day after an unscheduled work day within a forty-five (45) day period, or
  - (b) more than twelve (12) occurrences within a twelve (12) month period,

may be required, upon advance written notice from his/her supervisor, to present a verification from a primary health care provider or other acceptable verification of the dates of illness or injury including the date the employee is able to return to work, except when the employee does not see a primary health care provider for bona fide religious reasons. This provision shall not be unreasonably enforced.

13.4.7 Any paid medical leave accrued over ninety-six (96) hours may, at employee option, be converted to annual leave and credited to the employee's annual leave schedule or paid in cash at the base hourly earned rate. An employee

retired from METRO under PERS may be paid for the first ninety-six (96) hours of unused accrued medical leave.

### 13.5 Paid Industrial Accident/Illness Leave

13.5.1 An employee shall be entitled to Workers' Compensation benefits as required by law. An employee on industrial accident/illness leave unable to return to work within twenty four months shall be placed on resignation/rehire, after which the provisions of Article 16 shall apply.

13.5.2 An employee suffering an injury or illness arising out of, or in the course and scope of, his/her employment shall be entitled to receive payment at the employee's base hourly rate of pay for regularly scheduled work time lost during the first three (3) days of the waiting period in which Workers' Compensation benefits are not paid. The payment shall be subject to eligibility of the injury or illness for Workers' Compensation benefits. VMU-represented classifications will have the base hourly rate increased by \$0.45 an hour. (effective July 5, 2001)

13.5.3 An employee may apply accumulated medical leave and, when exhausted, annual leave in order to supplement Workers' Compensation benefits. Total compensation shall not exceed the employee's base hourly rate.

13.5.4 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 such that the employee receives an amount equivalent to the employee's base hourly rate for the period of time that the employee is continuously hospitalized up to a maximum period of three (3) months.

13.5.5 An industrially injured employee may be treated by his/her personal physician for examination of industrial injuries, provided that the employee has notified the

Department Manager and the Human Resources Department of the physician's name and address in writing before the date of the injury.

### 13.6 Paid Bereavement Leave

Upon request, an employee shall be granted a leave with full pay in the event of the death of a member of the employee's family. Paid bereavement leave must be taken within a fourteen (14) calendar day period of not more than two absences beginning with the death, funeral or memorial, and shall be for a period of three (3) working days, or five (5) working days if travel in excess of 350 miles one-way is required. A family member is defined as spouse, parent, grandparent, sister, brother, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, foster parent, stepparent, stepchild, foster child, brother-in-law, sister-in-law, a person living in the immediate household of the employee, or in the case of a close personal relationship between the employee and the employee's niece, nephew, aunt, or uncle.

An employee shall be allowed one day off to attend the funeral of any individual who shared a significant personal relationship with the employee, provided that staffing requirements are met. The employee may use accrued sick leave for the absence, not to be a counted absence under Article 13.4.6.

### 13.7 Paid Military Leave

An employee in permanent status who is required to attend military training exercises as part of his/her Military Reserve obligation shall be granted paid military leave not to exceed thirty (30) working days annually in a fiscal year. Employees requesting Military Leave are required to supply a copy of the Military Orders with their request for leave.

### 13.8 Paid Personal Leave

An employee having completed the probationary period shall be eligible to use fifty-six (56) hours each fiscal year of personal leave with the first forty (40) hours chargeable to

accumulated paid medical leave and the remaining sixteen (16) chargeable to accumulated annual leave. The taking of personal leave shall be upon advance request to the department manager and shall be at the discretion of the department manager. Requests for personal leave shall not be unreasonably denied. Personal leave shall be taken only for purposes of pressing personal business which does not qualify for paid medical leave.

### 13.9 Blood Donation Leave

An employee may be granted leave with pay from work for up to two (2) hours for the donation of blood. Time off from work to donate blood may be taken with prior approval by METRO department head. Blood donation leave may be taken no more than once per month.

### 13.10 Jury Duty and Witness to Subpoena

An employee required to report for jury duty (except for Grand Jury) or to answer a subpoena as a witness on behalf of METRO, or based on his/her occupational expertise as an employee of METRO, shall be granted a leave of absence with pay from his/her assigned duties until released by the court, subject to the following:

- A. A reasonable time shall be given to travel.
- B. An employee shall keep the department manager or designee informed regarding his/her court schedule.
- C. An employee who is released from jury duty during normal work hours is required to report to work unless there are less than three (3) hours remaining in the employee's regular work shift when released by the court. The employee shall not be required to return to work in that case and shall be compensated at his/her regular rate of pay for those hours. When an employee returns to complete a regular shift following time served in court, such time following within the work shift shall be

considered as time worked for the purposes of shift completion and overtime computation.

D. An employee assigned to a shift which begins on or after 4:00pm or which ends between midnight and 8:00am shall be entitled to equal time off as leave with pay for all time spent while serving on jury duty or answering a subpoena as defined above.

E. An employee scheduled for jury duty or answering a subpoena as defined above on a regularly scheduled day off shall receive an alternative equal time off during the pay period or receive compensation at straight time for the time served on jury duty.

F. An employee shall remit to METRO any court fees received while in paid status excluding mileage.

G. If necessary, due to extended trials lasting beyond two (2) weeks, management and the affected employee shall arrange a schedule which allows the employee two (2) consecutive days off.

### 13.11 Catastrophic Leave

In the event of a temporary, catastrophic closure of METRO for less than four (4) calendar days, employees shall not suffer a loss of pay.

## **ARTICLE 14 UNPAID LEAVES OF ABSENCE**

An employee request for an unpaid leave of absence, including unpaid personal leave, unpaid medical leave, maternity leave, parental/adoptive leave and unpaid military leave, must be made in writing and include beginning and ending dates for the leave. An unpaid leave of absence granted under this Article by METRO in excess of one hundred eighty (180) calendar days shall result in METRO ceasing to pay its share for medical, dental and vision benefit coverages. However, an employee may choose to remain on



these group insurance plans by reimbursing METRO for the cost of coverage in advance. In accordance with this Article, an employee who does not return to work within three consecutive work days of the expiration of the approved leave will be considered to have voluntarily resigned his/her employment with METRO providing extenuating circumstances beyond the employee's control do not prevent the employee's return and the employee was unable to notify the department manager of the extenuating circumstances.

#### 14.1 Unpaid Personal Leave

14.1.1 An employee desiring an unpaid leave of absence for education or training of benefit to METRO or 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. Request for unpaid personal leave shall not be unreasonably denied; however, the General Manager's intent will be to deny an employee's request when the purpose for 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. Approval of any written request for an extension of a leave of absence shall be made by the General Manager. Leave of absence extension requests shall be granted only for good cause and shall be granted in thirty (30) day increments or less. Such leave shall be without pay.

14.1.2 Disposition of all requests for leave of absence and extensions in excess of thirty (30) days thereof shall be in writing and copy of same shall be given to the employee requesting leave within fifteen (15) working days from receipt by METRO.

14.1.3 Leaves of absence of up to ten (10) calendar days of an emergency nature shall be handled within twenty-four

(24) hours by METRO. Extension of emergency unpaid personal leave may be granted.

## 14.2 Unpaid Medical Leave

14.2.1 Unpaid medical leave of absence is unpaid status after exhaustion of accrued sick leave. All requests for unpaid medical leave shall be submitted in writing and shall include specific beginning and ending dates, and a physician's certificate of medical condition. The department manager may waive the requirement for a written request and a physician's certificate. The employee is responsible for submitting a written request for unpaid medical leave prior to departure from paid status. The decision of METRO regarding the request shall be in writing and forwarded to the employee as soon as practicable.

14.2.2 An unpaid medical leave may not exceed six (6) consecutive months. The employee or the Union may, within thirty (30) days prior to the expiration of a medical leave, request further extension in meritorious cases where recovery appears probable, and where such recommendation is made by a licensed physician obtained by the employee. If there is disagreement as to the propriety of the extension, METRO may require the employee to be examined by a physician of METRO's choice. If it is the decision of both physicians that recovery appears probable, the extension shall be granted. If there is a difference of opinion between the two (2) 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. Such costs incidental to obtaining and arriving at a decision from the third physician shall be shared equally by METRO and the Union. If such extension is granted, it shall be granted for a period not to exceed six (6) months. If the

employee is unable to return to work at the expiration of the approved medical leave, the employee will be considered to have terminated his/her employment with METRO. Any request for an unpaid leave will be evaluated in conjunction with the employee's previously approved unpaid medical leaves.

14.2.3 When an employee gives written notification to METRO of his/her desire to return to work, and presents a physician's certificate of ability to return to work, METRO shall return said employee within two (2) weeks of receipt of notification.

14.2.4 METRO may require, at METRO expense, a second opinion on the employee's medical condition related to the employee's ability to return to work.

### 14.3 Parental Leave

14.3.1 An employee shall be granted leave for a maximum period of twelve (12) months to cover absences for medical reasons relating to pregnancy of an employee or spouse for delivery and recovery, for the purpose of post natal infant care or medical reasons relating to the adoption of a child. A pregnant employee may continue to work while pregnant as long as it is safe to do so and as long as the performance of assigned duties is not impaired. An employee may be required to produce a primary health care provider's certificate of medical condition. An employee may apply sick and annual leave accruals during the leave provided they are used consecutively and at the beginning of the leave.

14.3.2 An employee shall be granted up to twelve (12) workweeks of parental leave, which shall be used within six (6) months of the birth or adoption of the employee's child or spouse's child. The employee must first exhaust all compensatory leave, then sick leave balance down to a level of sixty (60) hours, then exhaust annual leave balance down to a level of sixty (60) hours prior to leave without pay.

#### 14.4 Unpaid Military Leave

An employee in permanent status who is (a) inducted into the armed forces of the United States or who is (b) ordered into active military duty as a member of the National Guard, Naval Militia or other reserve component of the armed forces of the United States during a national emergency shall, upon completion of such service, be reinstated to his/her former classification or to a classification of like seniority, status and pay, provided that he/she meets the employment standards and METRO circumstances have not changed as to make re-employment impossible. Request for reinstatement must be received in writing by the department manager within ninety (90) days after discharge or hospitalization continuing after discharge for a period not to exceed six (6) months.

METRO's return to work date or the employee requested extension of not more than an additional seven (7) calendar days must be accepted or the employee will be determined to have voluntarily resigned effective the date the employee first left on unpaid military leave.

#### 14.5 Hospice and Critical Care Leave

An employee shall be granted necessary leaves up to four (4) months for the care of a critically ill family member (as defined in section 13.4.2) with appropriate verification. An employee must first exhaust all compensatory leave, then sick leave balance down to a level of forty (40) hours, then exhaust annual leave balance down to a level of forty (40) hours prior to leave without pay. 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 immediately released from his/her work assignment.

#### 14.6 FMLA / CFRA

METRO will comply with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. Generally these Acts provide for up to twelve (12) weeks leave for a serious health condition of the employee or an eligible family member and the employee has worked

1,250 hours in the twelve (12) month period preceding the leave. An employee must use all compensatory leave, then sick leave balance down to a level of forty (40) hours, then exhaust annual leave balance down to a level of forty (40) hours prior to leave without pay. This family leave will run concurrently with any other absence due to an employee's serious health condition.

## **ARTICLE 15 PART-TIME EMPLOYEES**

### **15.1 Definition**

A part-time employee is an employee who is assigned to a regular status classification and continuously scheduled to work less than forty (40) hours per week.

### **15.2 Wages, Hours and Working Conditions**

A part-time employee shall be entitled to the wages, hours and working conditions in this MOU.

### **15.3 Benefits and Reimbursements**

A part-time employee shall be entitled to the benefits and reimbursements in accordance with Article 12.

### **15.4 Work Hours**

A part-time employee shall be guaranteed a minimum number of hours per week equal to the budgeted hours for that position. Part-time employees shall be assigned to a work shift with scheduled starting and quitting times. In no event shall a part-time employee's workweek be changed without an opportunity for the Union and METRO to meet and confer in good faith. No part-time employee's workweek shall be changed without just cause.

## **ARTICLE 16 RESIGNATION/REHIRE**

Employees who have at least two (2) years of seniority with METRO and have been actively working for at least six (6) months and have an adequate work record shall qualify for voluntary furlough to be defined as resignation and rehire. An

adequate work record shall include a satisfactory attendance record and absence of current or pending disciplinary action over the previous six (6) months.

Employees wishing to take advantage of furlough shall give written notice to METRO and the Union at least thirty (30) days before the desired furlough is to take effect. If need of service dictates, METRO may delay the date of release of furlough up to thirty (30) days.

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. Once the furlough is approved by METRO, the employee may not withdraw the request.

The duration of such furlough shall be indefinite; however, an employee wishing to resume service must mail a letter of intent to return by certified mail to the Human Resources Office, 110 Vernon Street, Santa Cruz, CA 95060, within one year for the PSA Chapter, and within six (6) months in the SEA and VMU Chapters, of the date which the furlough commences. Any employee failing to present such letter of intent to METRO and the Union within this period shall be considered to have resigned. Such letter of intent shall include the date by which the employee is available to return to work. Such date shall not be later than the one (1) year anniversary of the furlough beginning.

In the PSA chapter, employees on furlough shall maintain and accrue METRO and classification seniority for twelve (12) months. After twelve (12) months from the date of absence, continuous months of service shall be maintained but not accrued.

In the VMU chapter, employees on furlough shall maintain METRO and classification seniority for twelve (12) months, but shall not accrue any additional seniority. After twelve (12)

months from the date of absence, all seniority shall be forfeited.

In the SEA chapter, employees on furlough shall maintain METRO and classification seniority for twelve (12) months, but shall not accrue seniority.

Employees on furlough shall be considered to have resigned and therefore shall not accrue annual leave or medical leave, and shall not receive health and welfare benefits. Prior to the commencement of the furlough, the employee shall complete the required payroll benefit paperwork and surrender METRO property.

Employees who have submitted a letter of intent to return shall be the first to be recalled to service before any new hire, subject to the needs of service to METRO. A worker placed on resignation/rehire due to industrial accident/illness shall have recall rights prior to any other employees. The employee shall be placed into a class in which the employee had previously served, provided that a position and the classification is still in existence, or to the closest class in salary level for which the employee meets the employment standards.

Once an employee has given a return date in such letter of intent, the employee must accept the first offer of return within thirty (30) calendar days or shall be considered to have resigned. METRO shall notify the employee and Union of recall by certified mail.

## **ARTICLE 17    LAYOFF AND REEMPLOYMENT**

### **17.1    Seniority Defined**

The parties agree that paid service hours (excluding overtime) and unpaid leave as defined below shall be used to calculate seniority for the purposes of this article only.

Effective August 10, 1995, METRO will:

1. Allocate 2,080 hours (FTE - pro-rated for part-time employees) to current employees for all METRO service since original date of hire.
2. Prospectively, each employee in each unit (PSA, VMU, SEA) shall have the following unpaid leave categories counted towards seniority: maternity, parental/adoptive, military, hospice/critical care, and medical.
  - a. Also included in seniority is time off work while on Workers' Compensation, LTD, SDI, Jury Duty, and Section 14.1.3.
3. Not included in seniority, and defined as exceptions are: suspensions and unpaid personal leaves per section 14.1.1 and 14.1.2.
  - a. The inclusion of unpaid leaves or combinations of leaves as noted in Section 17.1 (#2 above) will be capped at twelve (12) months. At the end of twelve (12) months, seniority shall be maintained but not accrued.
4. METRO will, in April of each year, provide the Union with a seniority list.

#### 17.1.1 PSA/VMU

Seniority for the purpose of layoff is defined in Section 17.1 as seniority in a classification.

#### 17.1.2 SEA

Seniority for the purpose of layoff within a classification shall be defined in Section 17.1 as seniority in METRO service.

#### 17.2 Notification

In the event that METRO anticipates a need for a reduction in forces, METRO shall notify the Union five (5) weeks in advance and the affected employees four (4) weeks in advance of the proposed layoff so that the parties may discuss the situation of METRO and develop procedures for implementation of reduction of forces if necessary. The Union



and METRO shall complete their discussions within one (1) week of original notification and at least twenty-one (21) days prior to the date of reduction of forces, whichever is later. Employees 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) day's pay.

### 17.3 Order of Layoff

When one or more employees in the same classification are to be laid off, the order of layoff in that classification shall be as follows:

1. Call for volunteers, in order of seniority (to be considered involuntary).
2. Call for volunteers, in order of seniority, for METRO offers of reduction of hours or job sharing, and may include partial payment of unemployment insurance agreed to by METRO and allowed under State law.
3. Temporary employees in inverse order of seniority.
4. Provisional employees in inverse order of seniority.
5. Probationary employees in inverse order of seniority.
6. Part-time employees in inverse order of seniority (excludes SEA chapter employees).
7. Full-time employees in inverse order of seniority (includes SEA chapter part-time employees).

### 17.4 Reassignment in Lieu of Layoff

In the event of layoff, an employee so affected will be allowed to transfer to a vacant position in their current classification or any classification at the same or lower level in which regular status had formerly been held. In the event of layoff, an employee will be allowed to transfer to a vacant position for which he/she is qualified. METRO shall provide a listing of appropriate vacancies and the affected workers shall select a vacancy, by seniority, for which he/she is qualified.

### 17.5 Reemployment List

In the event that an employee is not reassigned in lieu of layoff and is laid off, he/she shall be placed in order of seniority on a reemployment list for a period of three (3) years within his/her classification. A laid off employee shall have the right to take promotional examinations and to have preference on promotional positions.

### 17.6 Temporary Employment

An interested employee who is placed upon the reemployment list due to layoff and who elects to be available for temporary work shall be given preference for such work for any classification for which he/she qualifies. An employee may decline to be available for temporary work or may decline offers of temporary employment without affecting any rights under this Article.

### 17.7 Equal Seniority

If two (2) or more employees are subject to layoff and have equal seniority as defined in section 17.1, the determination as to who shall be laid off first will be made on the basis of the earlier anniversary date seniority and if that is equal, the determination shall be made by lot by Union representatives.

### 17.8 Severance Benefits

An employee separated from METRO service as a result of this Article shall have his/her insurance benefits paid by METRO at the same level while employed for a period of ninety (90) days from the date of separation. An employee involuntarily laid off under the provisions of Article 17.3, 4-7 shall be given a severance payment equal to eight (8) hours at the base hourly rate for each 2,080 hours of active service up to a maximum of eighty (80) hours severance pay.

### 17.9 Notification of Reemployment Opening

An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by METRO of such an opening for a period of three (3) years following layoff. The notice shall be sent by certified mail to the last address given

to METRO by the employee, and a copy shall be sent to the Union.

#### 17.10 Employee Notification to Reemployment

An employee shall notify METRO of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within fifteen (15) working days following receipt of the reemployment notice. Failure to notify METRO, notwithstanding extenuating circumstances beyond the employee's control, shall cancel reemployment rights and benefits. An employee shall have one right of refusal to fill a vacancy in the classification from which laid off. Refusal of a second offer of reemployment to fill a second vacancy in the same classification from which laid off shall cancel reemployment rights and benefits.

#### 17.11 Retirement in Lieu of Layoff

An employee may elect to accept retirement in lieu of layoff, voluntary demotion, or reduction in assigned hours. An employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by METRO for this purpose. An employee who retires in lieu of layoff shall have his/her name placed on the reemployment list.

#### 17.12 Improper Layoff

An employee who is improperly laid off shall be reemployed upon discovery of the error and shall be reimbursed for all loss of salary and benefits, provided that discovery occurs within one hundred twenty (120) days of layoff.

#### 17.13 Bumping Rights

##### 17.13.1 PSA/VMU

For PSA and VMU chapters, bumping seniority is in the current classification, related (related shall mean an equal or lower classification in the series or position reclassified by title change or job specification change) or higher classes within a

classification series. An employee serving in a position which is eliminated through layoff shall have the right to bump an employee with less combined seniority (as defined in this Article) in a previously served in classification series.

#### 17.13.2 SEA

An employee serving in a position that is eliminated through layoff shall have the right to bump into any previously served in classification series for which he/she meets the current employment standards, provided that he/she has greater seniority in METRO service than the employee being bumped. Such bumping rights shall apply to classifications with salary ranges equal to or lower than the classification from which the employee is being laid off.

17.13.3 Such bumping rights shall apply to positions within the series with salary ranges equal to or lower than the previously served in classification, provided however that the employee meets the current employment standards of the position into which the employee bumps.

17.13.4 Classification series as used in this Article for all chapters (PSA, SEA and VMU) are those listed below:

- Custodial Service Worker I/II
- Facilities Maintenance Worker I/II/Sr. Facilities Maintenance Worker/Supervisor
- Vehicle Service Worker I/II/Detailer/Technician
- Upholsterer I/II/Body Repair Mechanic/Lead
- Mechanic Trainee/Mechanic I/II/III/Lead/FM Supervisor
- Receiving Parts Clerk-Parts Clerk/Lead/Supervisor of Parts & Materials
- Customer Service Trainee/Representative/Senior/Coordinator
- Administrative Clerk I/Admin Assistant-Sup/Payroll Specialist
- **Transportation Planning Aide/Jr. Transportation Planner/Transportation Planner/Sr. Transportation Planner/Transportation Planning Supervisor**

- Administrative Clerk I/II/Admin Assistant/Admin Assistant-Sup/Administrative Services Coordinator
- Accounting Tech/Senior/Accounting Specialist/Payroll & Benefits Coordinator
- Accountant I/II/**Supervising** Accountant
- Transit Supervisor/Safety & Training Coordinator
- Systems Administrator/Senior
- IT Technician/Senior
- **Purchasing Assistant/Purchasing Agent**
- **Financial Analyst/Sr. Financial Analyst**

17.13.5 The right to bump into SEIU-represented positions shall only apply to employees who are members of SEIU-represented bargaining units at the time layoff occurs.

#### 17.14 Transition Training

METRO shall provide release time to the employee to be laid off, a minimum of twelve (12) hours, for the purpose of training to help employees transition to other employment. Such training shall occur prior to layoff. Employees shall receive their regular pay while attending this training. The training may include, but not be limited to:

- Resume Writing
- Methods of Job Searching
- Interviewing
- Coping with Stress
- Unemployment Insurance Benefit

#### 17.15 Volunteers / Contracting Out / Workforce

METRO will not use volunteers and/or contract out work which will result in laying off an employee represented by the Union during the term of this MOU.

No bargaining unit member will be laid off due to METRO's participation under the federal welfare reform legislation which results in the use of workfare recipients in the bargaining unit during the term of this MOU.

Prior to a decision to contract out work which would not result in layoffs, which is anticipated to last longer than six (6) consecutive months, and which could be completed with positions in the Union-represented classifications, METRO will provide the Union with fifteen (15) days notice, during which the Union may meet with METRO representatives over the matter. METRO will consider utilizing qualified union employees to do proposed work on an overtime basis if: (a) it is to METRO's economic advantage; or (b) it is to METRO's operational advantage. This paragraph shall not be construed so as to delay METRO's decision. Determinations pursuant to this paragraph shall be made in the sole discretion of METRO without any form of appeal.

## **ARTICLE 18    GRIEVANCE PROCEDURE**

### **18.1    Introduction**

METRO and the Union recognize early settlement of grievances is essential to sound employee-management relations. Representation of bargaining unit employees in the grievance process shall be the sole and exclusive province of the Union. The parties seek to establish a mutually satisfactory and timely method of settlement of grievances of workers. The Union or the aggrieved and/or his/her representative are assured freedom from restraint, interference, coercion, discrimination, or reprisal.

### **18.2    Grievance Defined**

A grievance is defined as an alleged violation, misinterpretation, or misapplication of the provisions of the contract.

### **18.3    Grievance Compensation Limit**

A grievance may not include a claim for compensation or other form of monetary relief for more than a one hundred and eighty day (180) period immediately prior to filing of the formal grievance.

#### 18.4 Working Day Defined

For the purpose of this Article a working day is defined as any weekday that the central administrative office of the Santa Cruz Metropolitan Transit District is open for business.

#### 18.5 Time Limits

Time limits may be extended or waived at any level only by written agreement of the parties involved at that level. If METRO fails to comply with grievance time limits, the grievance may be advanced to the next step upon request of the Union.

#### 18.6 Union Representative

The Union shall be notified, participate, and assist workers in resolving grievances at the lowest possible administrative level.

#### 18.7 Informal Discussion and Review

Before filing a formal written grievance, an informal discussion between an employee(s), Union Representative(s) and the immediate supervisor/department manager shall take place within twenty (20) working days of when the employee or the Union knew, or reasonably should have known, of the incident upon which the grievance is based in order to resolve the issue.

#### 18.8 Grievance Presentation

The Union shall have the right to file a grievance on behalf of the employee(s). The Union retains the right to be present at any stage of the process. No grievance settlement may be made without consultation and agreement with the Union.

##### 18.8.1 Steps in the Grievance Procedure

Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

### 18.8.2 Formal Grievance - Level I

If the Union remains dissatisfied following the informal discussion and review, the Union may submit a written grievance within ten (10) working days of the informal discussion to the department manager or his/her designee. The grievance shall be submitted on a grievance form and shall contain the following information:

- The name of the grievant(s).
- The specific nature of the grievance.
- The date, time and place of occurrence.
- Specific provision(s) of the contract alleged to have been violated.
- Any steps that were taken to secure informal resolution.
- Corrective actions desired.

The department manager or his/her designated representative shall hold a conference to discuss the grievance within ten (10) working days of receipt.

The department manager shall submit a written response to the Union of the decision in the matter within five (5) working days after the conclusion of the conference or ten (10) working days after receipt of the grievance if no conference is held.

If responsibility for the issue is not within the scope of the department manager, he/she may refer the grievance to the next step or to the appropriate manager who does have responsibility.

### 18.8.3 Level II - General Manager

If the Union remains dissatisfied following the decision at Level I, the Union may submit the grievance within ten (10) working days after receipt of the decision from Level I, requesting a Level II review of the grievance from the General Manager or his/her designee.



The General Manager or his/her designated representative shall hold a conference with all interested parties on the complaint within ten (10) working days of receipt.

The General Manager or his/her designated representative shall submit a written response to the Union of the decision in the matter within ten (10) working days after the conclusion of the conference.

#### 18.8.4 Appeal to Arbitration

If the grievance is not resolved satisfactorily at Level II, the Union may, within fifteen (15) working days, file a notice of request to appeal the grievance to a hearing officer. The notice of request for a hearing by a hearing officer shall be forwarded in writing to the General Manager.

A. In lieu of proceeding immediately to arbitration, the parties may agree to jointly request the California State Conciliation Service to assign a mediator. If, through mediation, the parties can reach a mutually acceptable disposition within forty-five (45) days, then that written decision shall be signed and become binding. If no agreement is reached, the timelines for arbitration shall resume.

B. Within ten (10) working 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 a hearing officer. 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 a hearing officer.

If such a list is requested from the California State Conciliation Service, the Union and METRO shall, within ten (10) working days of receipt of the list, schedule a time to alternately strike names from such

list, with the last remaining name to be the person serving as hearing officer. The party having first choice to strike a name from the list shall be determined by lot.

C. At the request of either party, proceedings shall be recorded, but not transcribed, except at the request of either party to the hearing. The party requesting the transcript shall bear the expense. Should either party request transcripts of the hearing, a copy shall be made available to the other party.

Upon mutual agreement, METRO and the Union may submit briefs to the hearing officer in lieu of a hearing.

D. The hearing officer is requested to make written findings of fact and a decision within thirty (30) calendar days of the conclusion of the hearing. Such decision shall be final and binding upon the parties, except as stated in 18.8.5 of this Article. A copy of the decision shall be furnished to all parties.

E. The hearing officer's expenses, if any, shall be borne equally by the Union and METRO. Each party shall bear the cost of its own presentation including the preparation of post hearing briefs. The party that concedes its position to the other and cancels the arbitration shall pay any cancellation fees.

F. The jurisdiction and authority of the hearing officer shall be confined exclusively to the interpretation of the explicit provisions of this contract which are at issue between the two parties. The hearing officer shall have no authority to add to, detract from, alter, amend, or modify any provision of this contract or impose on any party hereto a limitation or obligation not explicitly provided for in this contract or to alter any wage rate or wage structure. The decision of the hearing officer shall be rendered after the evidence

and arguments are presented to him/her by the parties in the presence of each other and in post hearing briefs.

#### 18.8.5 Appeal to the Board of Directors

Either party may appeal the decision of the hearing officer to the Board of Directors within ten (10) working days following receipt of the decision of the hearing officer, solely on the condition that the party appealing can substantiate that the decision of the hearing officer is inconsistent with State or Federal law or METRO regulations in effect at the time of the occurrence on which the grievance is based. In the event of appeal of the finding of fact and recommended decision of the hearing officer, the appeal shall be forwarded to the Board of Directors at the next regularly scheduled Board of Directors meeting provided that the appealing party shall have notified the other party no later than ten (10) working days prior to the meeting. A final decision on the grievance shall be prepared by the Board of Directors within ten (10) working days of the date of Board action on the appeal and mailed to the grievant and the Union. Final action by the Board of Directors shall be taken no later than sixty (60) calendar days following receipt of the appeal, with notification to the parties within ten (10) working days of the Board's decision.

### **ARTICLE 19 DISCIPLINARY APPEALS**

#### 19.1 Notice of Intent to Discipline

The Department Manager shall notify an employee and the Union in writing within thirty-five (35) working days after the date of his/her knowledge of the occurrence which is the basis of the intended discipline. Disciplinary actions shall be for just and sufficient cause. Following receipt of written notification of disciplinary action, non-probationary employees shall have the right to appeal disciplinary action directly representing themselves or to do so through a representative of their own choice. Disciplinary appeals shall comply with all of the following provisions and procedures. In presenting a disciplinary appeal, the appellant and/or his/her

representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

19.2 Appeal of Disciplinary Actions to General Manager  
Following receipt of written notification of disciplinary action, an employee, through the Union, shall have the right of appeal to the General Manager. Appeals must be filed with the General Manager of METRO within ten (10) working days of receipt of a notice of disciplinary action. The General Manager or his/her designated representative shall hold a hearing within ten (10) working days of receipt of the appeal. At the hearing, the employee and METRO shall have the right to call a reasonable number of witnesses. The decision of the General Manager or his/her designated representative shall be rendered and sent to the employee and the Union no later than ten (10) working days after the conclusion of the hearing.

19.3 Appeal to Arbitration  
The appellant and the Union may, within twenty (20) working days from the date of receipt of the decision by the General Manager or a designated representative, request that the matter be submitted for decision to a hearing officer. The request for hearing by a hearing officer shall be made to the General Manager in writing.

A. In lieu of proceeding immediately to arbitration, the parties may agree to jointly request the California State Conciliation Service to assign a mediator. If, through mediation, the parties can reach a mutually acceptable disposition within forty-five (45) days, then that written decision shall be signed and become binding. If no agreement is reached, the timelines for arbitration shall resume.

B. Within twenty (20) working 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 a hearing officer. 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 a hearing officer.

If such a list is requested from the California State Conciliation Service, the Union and METRO shall, within ten (10) working days after receipt of the list, schedule a time to alternately strike names from such list, with the last remaining name to be the person serving as hearing officer. The party having first choice to strike a name from the list shall be determined by lot.

C. The decision of the hearing officer shall be rendered after the evidence and arguments are presented to him/her by the parties in the presence of each other and if mutually agreed to, in post hearing briefs. The hearing officer is requested to make written findings of fact and a decision within thirty (30) calendar days of the conclusion of the hearing. Such decision shall be final and binding upon the parties, except as stated in 19.4 of this Article. A copy of the decision shall be furnished to all parties.

D. At the request of either party, proceedings shall be recorded, but not transcribed, except at the request of either party to the hearing. The party requesting the transcript shall bear the expense. Should either party request transcripts of the hearing, a copy shall be made available to the other party.

Upon mutual agreement, METRO and the appellant may submit briefs to the hearing officer in lieu of a hearing.

E. Except when briefs are submitted as specified in the proceedings, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and order a disposition of the disciplinary action.

F. The hearing officer's expenses, if any, shall be borne equally by the appellant or Union and METRO. Each party shall bear the cost of its own presentation including the preparation of post hearing briefs. The party that concedes its position to the other and cancels the arbitration shall pay any cancellation fees.

#### 19.4 Appeal to the Board of Directors

Either party may appeal the decision of the hearing officer to the Board of Directors of METRO within ten (10) working days following receipt of the decision of the hearing officer, solely on the condition that the party appealing can substantiate that the decision of the hearing officer is inconsistent with State or Federal law or METRO regulations in effect at the time of the occurrence on which the disciplinary action is based. In the event of appeal of the finding of fact and recommended decision of the hearing officer, the appeal shall be forwarded to the Board of Directors at the next regularly scheduled Board of Directors meeting provided that the appealing party shall have notified the other party no later than ten (10) working days prior to the meeting. A final decision on the disciplinary action shall be prepared by the Board of Directors within ten (10) working days of the date of Board action on the appeal and mailed to the appellant and the Union. Final action by the Board of Directors shall be taken no later than sixty (60) calendar days following receipt of this appeal, with notification to the parties within ten (10) working days of the Board's decision.

### **ARTICLE 20 PROBATIONARY EMPLOYEE RIGHT TO ADMINISTRATIVE REVIEW**

Following receipt of written notification of disciplinary action, a probationary employee shall have the right to request and receive administrative review of any suspension, demotion, or discharge taken during probation. Such review must be requested in writing within five (5) working days of receipt of notification of disciplinary action or the review is considered to be waived. The request for review shall be made to the

General Manager. The General Manager or his/her designated representative shall review the appeal and make a finding and decision in writing within five (5) working days of the appeal. The finding and decision of the General Manager or his/her designee shall be final.

## **ARTICLE 21 ABROGATION OF RIGHTS**

The parties acknowledge the rights of employees and the Santa Cruz Metropolitan Transit District under this contract. State law and Federal law are neither abrogated nor diminished by the adoption of this contract, except that for the duration of this contract and any METRO resolution or amendments thereto concerning personnel matters, this contract shall control.

## **ARTICLE 22 C.O.P.E. DEDUCTION**

METRO agrees to the establishment of a payroll deduction program for voluntary employee contributions to the Committee on Political Education (C.O.P.E.), subject to the following conditions:

- A. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by METRO.
- B. Payroll deductions shall commence on the second pay period after the authorization is received by METRO.
- C. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.
- D. Charges by METRO for the cost of administration of the program shall be paid for by the Union.
- E. The Union shall indemnify, defend and hold METRO, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any nature

which may arise out of or by reason of any action taken or not taken by METRO under the provisions of this Section.

### **ARTICLE 23 TERM**

This contract shall commence on July 1, **2012**, and shall expire June 30, **2015**.

### **ARTICLE 24 SEPARABILITY**

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void, but such nullification shall not affect any other provisions of this MOU which shall remain in full force and effect.

### **ARTICLE 25 LABOR MANAGEMENT COMMITTEE**

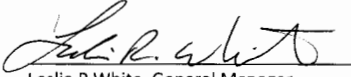
METRO and the Union recognize that there may be employee issues that arise outside the scope of this MOU. The parties also recognize that issues that arise should be processed in a fair and timely manner with a mutually agreeable resolution. In forming a Labor Management Committee, METRO and the Union agree to seat not more than three permanent representatives each on the Committee, with meetings held by mutual agreement, and to address issues outside the scope of this MOU. Further, the parties recognize that additional persons may be mutually invited to the Committee meeting for the purpose of providing specific information regarding an issue.

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

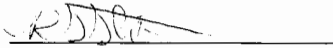


This Memorandum of Understanding is entered into by the Service Employees International Union Local 521 and the Santa Cruz Metropolitan Transit District July 1, 2012, and is executed on behalf of the parties by the following representatives:

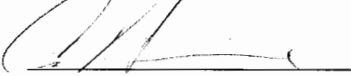
Santa Cruz Metropolitan  
Transit District



Leslie R White, General Manager  
Chief Negotiator



Robyn D. Slater, Human Resources Manager



Ciro Aguirre, Operations Manager

Service Employees International Union  
Local 521



Gary Klemz, SEIU Representative,  
Chief Negotiator



Erron Alvey, Secretary SEA Chapter



Carolyn Derwing, SEA Chapter

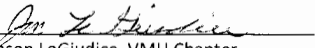


Manuel Martinez, President PSA Chapter

\_\_\_\_\_  
Brent Fouse, PSA Chapter



Michael William Regan, President VMU Chapter



Jason LoGiudice, VMU Chapter

# APPENDIX A

## SEA SALARY SCHEDULE

Effective June 21, 2012

<b>Class Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
ACCESS SERVICES COORD	20.93	21.99	23.09	24.21	25.47	26.72
ACCOUNTANT I	25.35	26.61	27.97	29.36	30.86	32.42
ACCOUNTANT II	26.61	27.97	29.36	30.86	32.39	34.00
ACCOUNTING CLERK	16.59	17.46	18.32	19.24	20.23	21.24
ACCOUNTING SPECIALIST	22.89	24.05	25.23	26.50	27.83	29.21
ACCOUNTING TECH	18.98	19.93	20.91	21.98	23.07	24.21
ADMIN ASSISTANT	21.71	22.80	23.93	25.14	26.39	27.72
ADMIN ASSISTANT/SUP	22.79	23.92	25.13	26.38	27.71	29.09
ADMIN CLERK I	16.82	17.67	18.54	19.47	20.45	21.47
ADMIN SERVICES COORD	29.00	30.45	31.97	33.57	35.25	37.02
ADMIN SPECIALIST	22.79	23.90	25.13	26.39	27.68	29.07
BENEFITS ADMINISTRATOR	23.05	24.20	25.39	26.70	28.02	29.44
CLAIMS INVESTIGATOR I	22.83	23.94	25.18	26.41	27.78	29.17
CLAIMS INVESTIGATOR II	25.35	26.62	27.95	29.36	30.87	32.42
CUSTODIAL SVC WKR I	15.99	16.76	17.57	18.44	19.35	20.32
CUSTODIAL SVS WKR II	17.41	18.30	19.22	20.16	21.13	22.19
CUSTOMER SVC COORD	21.22	22.29	23.39	24.50	25.76	27.03
CUSTOMER SVC REP	17.47	18.34	19.26	20.20	21.21	22.28
FAC MAINTENANCE SUP	29.33	30.79	32.33	33.93	35.62	37.38
FAC MAINTENANCE WKR I	17.91	18.82	19.72	20.68	21.70	22.77
FAC MAINTENANCE WKR II	20.93	21.98	23.07	24.20	25.38	26.65
FINANCIAL ANALYST	27.99	29.41	30.88	32.42	34.03	35.73
GRANTS/LEGIS ANALYST	30.19	31.73	33.30	34.94	36.71	38.55
HR CLERK	20.51	21.59	22.65	23.81	24.97	26.23
HR SPECIALIST	21.99	23.09	24.21	25.47	26.72	28.08
IT TECHNICIAN	21.65	22.72	23.85	25.05	26.33	27.62
JR TRANS PLANNER	22.49	23.61	24.81	26.04	27.35	28.71
LEAD CUSTODIAN	19.68	20.68	21.70	22.79	23.90	25.11
LEGAL SECRETARY	20.51	21.59	22.65	23.81	24.97	26.23
PARALEGAL	25.35	26.62	27.95	29.36	30.87	32.42
PARATRAN ELIG COORD	25.35	26.62	27.95	29.36	30.87	32.42
PAYROLL ACCT SP SPEC	21.59	22.65	23.81	24.99	26.23	27.54
PAYROLL SPECIALIST	20.51	21.59	22.65	23.81	24.97	26.23
PERSONNEL TECHNICIAN	23.76	24.94	26.16	27.22	28.87	30.33
PURCHASING AGENT	29.17	30.60	32.16	33.76	35.47	37.26
PURCHASING ASSISTANT	21.59	22.65	23.81	24.99	26.23	27.54
REVENUE SPECIALIST	17.47	18.34	19.26	20.20	21.21	22.28
SCHEDULE ANALYST	28.00	29.39	30.89	32.42	34.03	35.72
SR ACCOUNTING TECH	21.59	22.65	23.81	24.99	26.23	27.54

SR CUSTOMER SVC REP	20.20	21.22	22.27	23.37	24.52	25.77
SR FAC MAINT WKR	22.83	23.94	25.13	26.35	27.63	29.01
*SR FINANCIAL ANALYST	31.07	32.64	34.27	35.99	37.77	39.66
SR IT TECHNICIAN	25.05	26.33	27.61	28.99	30.47	31.98
SR SYS ADMINISTRATOR	36.18	37.97	39.88	41.90	43.98	46.20
SR TRANS PLANNER	30.06	31.57	33.15	34.79	36.54	38.37
SUP OF REVENUE COLL	26.66	28.03	29.45	30.91	32.44	34.06
SYS ADMINISTRATOR	31.26	32.80	34.47	36.18	37.97	39.88
T&P PROG SPECIALIST	18.87	19.84	20.82	21.88	22.96	24.11
TRANSIT SURVEYOR	16.02	16.88	17.71	18.56	19.52	20.49
TRANSPORT PLAN AIDE	21.42	22.49	23.61	24.81	26.04	27.35
TRANSPORT PLANNER	28.63	30.06	31.57	33.15	34.79	36.54
VEHICLE SVC DETAILER	18.52	19.42	20.37	21.37	22.42	23.52
VEHICLE SVC TECHNICIAN	20.37	21.37	22.42	23.52	24.65	25.89
VEHICLE SVC WKR I	16.01	16.79	17.60	18.46	19.39	20.35
VEHICLE SVC WKR II	17.63	18.52	19.42	20.37	21.37	22.42

\*Effective November 9, 2012 per BOD meeting

### PSA SALARY SCHEDULE

Effective June 21, 2012

Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FLEET MAINTENANCE SUP	29.33	30.79	32.33	33.93	35.62	37.38
SAFETY/TRAINING COORD	29.97	31.46	33.03	34.67	36.41	38.23
SERVICE PLANNING SUP	31.57	33.17	34.85	36.61	38.43	40.36
SUP OF PARTS & MAT - FM	27.01	28.39	29.78	31.25	32.76	34.39
SUPERVISING ACCT	31.45	33.01	34.65	36.39	38.20	40.11
TRANS PLANNING SUP	31.57	33.15	34.79	36.54	38.37	40.29
TRANSIT SUPERVISOR	26.95	28.29	29.70	31.19	32.76	34.39

### VMU SALARY SCHEDULE

Effective June 21, 2012

Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BODY REPAIR MECHANIC	23.82	25.01	26.26	27.57	28.95	30.40
FM LEAD MECHANIC	26.30	27.62	29.00	30.45	31.97	33.57
FM MECHANIC I	22.72	23.86	25.05	26.30	27.62	29.00
FM MECHANIC II	23.86	25.05	26.30	27.62	29.00	30.45
FM MECHANIC III	25.05	26.30	27.62	29.00	30.45	31.97
LEAD PARTS CLERK - FM	23.60	24.78	26.02	27.32	28.69	30.12
PARTS CLERK	18.98	19.93	20.93	21.98	23.08	24.23
RECEIVING PARTS CLERK	18.98	19.93	20.93	21.98	23.08	24.23
UPHOLSTERER I	20.47	21.49	22.56	23.69	24.87	26.11
UPHOLSTERER II	21.49	22.56	23.69	24.87	26.11	27.42

## SEA SALARY SCHEDULE

Effective June 20, 2013

<b>Class Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
ACCESS SERVICES COORD	21.35	22.43	23.55	24.69	25.98	27.25
ACCOUNTANT I	25.86	27.14	28.53	29.95	31.48	33.07
ACCOUNTANT II	27.14	28.53	29.95	31.48	33.04	34.68
ACCOUNTING CLERK	16.92	17.81	18.69	19.62	20.63	21.66
ACCOUNTING SPECIALIST	23.35	24.53	25.73	27.03	28.39	29.79
ACCOUNTING TECH	19.36	20.33	21.33	22.42	23.53	24.69
ADMIN ASSISTANT	22.14	23.26	24.41	25.64	26.92	28.27
ADMIN ASSISTANT/SUP	23.25	24.40	25.63	26.91	28.26	29.67
ADMIN CLERK I	17.16	18.02	18.91	19.86	20.86	21.90
ADMIN SERVICES COORD	29.58	31.06	32.61	34.24	35.96	37.76
ADMIN SPECIALIST	23.25	24.38	25.63	26.92	28.23	29.65
BENEFITS ADMINISTRATOR	23.51	24.68	25.90	27.23	28.58	30.03
CLAIMS INVESTIGATOR I	23.29	24.42	25.68	26.94	28.34	29.75
CLAIMS INVESTIGATOR II	25.86	27.15	28.51	29.95	31.49	33.07
CUSTODIAL SVC WKR I	16.31	17.10	17.92	18.81	19.74	20.73
CUSTODIAL SVS WKR II	17.76	18.67	19.60	20.56	21.55	22.63
CUSTOMER SVC COORD	21.64	22.74	23.86	24.99	26.28	27.57
CUSTOMER SVC REP	17.82	18.71	19.65	20.60	21.63	22.73
FAC MAINTENANCE SUP	29.92	31.41	32.98	34.61	36.33	38.13
FAC MAINTENANCE WKR I	18.27	19.20	20.11	21.09	22.13	23.23
FAC MAINTENANCE WKR II	21.35	22.42	23.53	24.68	25.89	27.18
FINANCIAL ANALYST	28.55	30.00	31.50	33.07	34.71	36.44
GRANTS/LEGIS ANALYST	30.79	32.36	33.97	35.64	37.44	39.32
HR CLERK	20.92	22.02	23.10	24.29	25.47	26.75
HR SPECIALIST	22.43	23.55	24.69	25.98	27.25	28.64
IT TECHNICIAN	22.08	23.17	24.33	25.55	26.86	28.17
JR TRANS PLANNER	22.94	24.08	25.31	26.56	27.90	29.28
LEAD CUSTODIAN	20.07	21.09	22.13	23.25	24.38	25.61
LEGAL SECRETARY	20.92	22.02	23.10	24.29	25.47	26.75
PARALEGAL	25.86	27.15	28.51	29.95	31.49	33.07
PARATRAN ELIG COORD	25.86	27.15	28.51	29.95	31.49	33.07
PAYROLL ACCT SP SPEC	22.02	23.10	24.29	25.49	26.75	28.09
PAYROLL SPECIALIST	20.92	22.02	23.10	24.29	25.47	26.75
PERSONNEL TECHNICIAN	24.24	25.44	26.68	27.76	29.45	30.94
PURCHASING AGENT	29.75	31.21	32.80	34.44	36.18	38.01
PURCHASING ASSISTANT	22.02	23.10	24.29	25.49	26.75	28.09
REVENUE SPECIALIST	17.82	18.71	19.65	20.60	21.63	22.73
SCHEDULE ANALYST	28.56	29.98	31.51	33.07	34.71	36.43
SR ACCOUNTING TECH	22.02	23.10	24.29	25.49	26.75	28.09

SR CUSTOMER SVC REP	20.60	21.64	22.72	23.84	25.01	26.29
SR FAC MAINT WKR	23.29	24.42	25.63	26.88	28.18	29.59
SR FINANCIAL ANALYST	31.69	33.29	34.96	36.71	38.53	40.45
SR IT TECHNICIAN	25.55	26.86	28.16	29.57	31.08	32.62
SR SYS ADMINISTRATOR	36.90	38.73	40.68	42.74	44.86	47.12
SR TRANS PLANNER	30.66	32.20	33.81	35.49	37.27	39.14
SUP OF REVENUE COLL	27.19	28.59	30.04	31.53	33.09	34.74
SYS ADMINISTRATOR	31.89	33.46	35.16	36.90	38.73	40.68
T&P PROG SPECIALIST	19.25	20.24	21.24	22.32	23.42	24.59
TRANSIT SURVEYOR	16.34	17.22	18.06	18.93	19.91	20.90
TRANSPORT PLAN AIDE	21.85	22.94	24.08	25.31	26.56	27.90
TRANSPORT PLANNER	29.20	30.66	32.20	33.81	35.49	37.27
VEHICLE SVC DETAILER	18.89	19.81	20.78	21.80	22.87	23.99
VEHICLE SVC TECHNICIAN	20.78	21.80	22.87	23.99	25.14	26.41
VEHICLE SVC WKR I	16.33	17.13	17.95	18.83	19.78	20.76
VEHICLE SVC WKR II	17.98	18.89	19.81	20.78	21.80	22.87

### PSA SALARY SCHEDULE

Effective June 20, 2013

Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FLEET MAINTENANCE SUP	29.92	31.41	32.98	34.61	36.33	38.13
SAFETY/TRAINING COORD	30.57	32.09	33.69	35.36	37.14	38.99
SERVICE PLANNING SUP	32.20	33.83	35.55	37.34	39.20	41.17
SUP OF PARTS & MAT - FM	27.55	28.96	30.38	31.88	33.42	35.08
SUPERVISING ACCT	32.08	33.67	35.34	37.12	38.96	40.91
TRANS PLANNING SUP	32.20	33.81	35.49	37.27	39.14	41.10
TRANSIT SUPERVISOR	27.49	28.86	30.29	31.81	33.42	35.08

### VMU SALARY SCHEDULE

Effective June 20, 2013

Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BODY REPAIR MECHANIC	24.30	25.52	26.80	28.14	29.55	31.03
FM LEAD MECHANIC	26.83	28.17	29.58	31.06	32.61	34.24
FM MECHANIC I	23.17	24.33	25.55	26.83	28.17	29.58
FM MECHANIC II	24.33	25.55	26.83	28.17	29.58	31.06
FM MECHANIC III	25.55	26.83	28.17	29.58	31.06	32.61
LEAD PARTS CLERK - FM	24.07	25.27	26.53	27.86	29.25	30.71
PARTS CLERK	19.36	20.33	21.35	22.42	23.54	24.72
RECEIVING PARTS CLERK	19.36	20.33	21.35	22.42	23.54	24.72
UPHOLSTERER I	20.88	21.92	23.02	24.17	25.38	26.65
UPHOLSTERER II	21.92	23.02	24.17	25.38	26.65	27.98

## SEA SALARY SCHEDULE

Effective June 19, 2014

<b>Class Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
ACCESS SERVICES COORD	21.78	22.88	24.02	25.18	26.50	27.80
ACCOUNTANT I	26.38	27.68	29.10	30.55	32.11	33.73
ACCOUNTANT II	27.68	29.10	30.55	32.11	33.70	35.37
ACCOUNTING CLERK	17.26	18.17	19.06	20.01	21.04	22.09
ACCOUNTING SPECIALIST	23.82	25.02	26.24	27.57	28.96	30.39
ACCOUNTING TECH	19.75	20.74	21.76	22.87	24.00	25.18
ADMIN ASSISTANT	22.58	23.73	24.90	26.15	27.46	28.84
ADMIN ASSISTANT/SUP	23.72	24.89	26.14	27.45	28.83	30.26
ADMIN CLERK I	17.50	18.38	19.29	20.26	21.28	22.34
ADMIN SERVICES COORD	30.17	31.68	33.26	34.92	36.68	38.52
ADMIN SPECIALIST	23.72	24.87	26.14	27.46	28.79	30.24
BENEFITS ADMINISTRATOR	23.98	25.17	26.42	27.77	29.15	30.63
CLAIMS INVESTIGATOR I	23.76	24.91	26.19	27.48	28.91	30.35
CLAIMS INVESTIGATOR II	26.38	27.69	29.08	30.55	32.12	33.73
CUSTODIAL SVC WKR I	16.64	17.44	18.28	19.19	20.13	21.14
CUSTODIAL SVS WKR II	18.12	19.04	19.99	20.97	21.98	23.08
CUSTOMER SVC COORD	22.07	23.19	24.34	25.49	26.81	28.12
CUSTOMER SVC REP	18.18	19.08	20.04	21.01	22.06	23.18
FAC MAINTENANCE SUP	30.52	32.04	33.64	35.30	37.06	38.89
FAC MAINTENANCE WKR I	18.64	19.58	20.51	21.51	22.57	23.69
FAC MAINTENANCE WKR II	21.78	22.87	24.00	25.17	26.41	27.72
FINANCIAL ANALYST	29.12	30.60	32.13	33.73	35.40	37.17
GRANTS/LEGIS ANALYST	31.41	33.01	34.65	36.35	38.19	40.11
HR CLERK	21.34	22.46	23.56	24.78	25.98	27.29
HR SPECIALIST	22.88	24.02	25.18	26.50	27.80	29.21
IT TECHNICIAN	22.52	23.63	24.82	26.06	27.40	28.73
JR TRANS PLANNER	23.40	24.56	25.82	27.09	28.46	29.87
LEAD CUSTODIAN	20.47	21.51	22.57	23.72	24.87	26.12
LEGAL SECRETARY	21.34	22.46	23.56	24.78	25.98	27.29
PARALEGAL	26.38	27.69	29.08	30.55	32.12	33.73
PARATRAN ELIG COORD	26.38	27.69	29.08	30.55	32.12	33.73
PAYROLL ACCT SP SPEC	22.46	23.56	24.78	26.00	27.29	28.65
PAYROLL SPECIALIST	21.34	22.46	23.56	24.78	25.98	27.29
PERSONNEL TECHNICIAN	24.72	25.95	27.21	28.32	30.04	31.56
PURCHASING AGENT	30.35	31.83	33.46	35.13	36.90	38.77
PURCHASING ASSISTANT	22.46	23.56	24.78	26.00	27.29	28.65
REVENUE SPECIALIST	18.18	19.08	20.04	21.01	22.06	23.18
SCHEDULE ANALYST	29.13	30.58	32.14	33.73	35.40	37.16
SR ACCOUNTING TECH	22.46	23.56	24.78	26.00	27.29	28.65

SR CUSTOMER SVC REP	21.01	22.07	23.17	24.32	25.51	26.82
SR FAC MAINT WKR	23.76	24.91	26.14	27.42	28.74	30.18
SR FINANCIAL ANALYST	32.32	33.96	35.66	37.44	39.30	41.26
SR IT TECHNICIAN	26.06	27.40	28.72	30.16	31.70	33.27
SR SYS ADMINISTRATOR	37.64	39.50	41.49	43.59	45.76	48.06
SR TRANS PLANNER	31.27	32.84	34.49	36.20	38.02	39.92
SUP OF REVENUE COLL	27.73	29.16	30.64	32.16	33.75	35.43
SYS ADMINISTRATOR	32.53	34.13	35.86	37.64	39.50	41.49
T&P PROG SPECIALIST	19.64	20.64	21.66	22.77	23.89	25.08
TRANSIT SURVEYOR	16.67	17.56	18.42	19.31	20.31	21.32
TRANSPORT PLAN AIDE	22.29	23.40	24.56	25.82	27.09	28.46
TRANSPORT PLANNER	29.78	31.27	32.84	34.49	36.20	38.02
VEHICLE SVC DETAILER	19.27	20.21	21.20	22.24	23.33	24.47
VEHICLE SVC TECHNICIAN	21.20	22.24	23.33	24.47	25.64	26.94
VEHICLE SVC WKR I	16.66	17.47	18.31	19.21	20.18	21.18
VEHICLE SVC WKR II	18.34	19.27	20.21	21.20	22.24	23.33

### PSA SALARY SCHEDULE

Effective June 19, 2014

Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FLEET MAINTENANCE SUP	30.52	32.04	33.64	35.30	37.06	38.89
SAFETY/TRAINING COORD	31.18	32.73	34.36	36.07	37.88	39.77
SERVICE PLANNING SUP	32.84	34.51	36.26	38.09	39.98	41.99
SUP OF PARTS & MAT - FM	28.10	29.54	30.99	32.52	34.09	35.78
SUPERVISING ACCT	32.72	34.34	36.05	37.86	39.74	41.73
TRANS PLANNING SUP	32.84	34.49	36.20	38.02	39.92	41.92
TRANSIT SUPERVISOR	28.04	29.44	30.90	32.45	34.09	35.78

### VMU SALARY SCHEDULE

Effective June 19, 2014

Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BODY REPAIR MECHANIC	24.79	26.03	27.33	28.70	30.14	31.65
FM LEAD MECHANIC	27.35	28.72	30.16	31.67	33.25	34.91
FM MECHANIC I	23.63	24.81	26.05	27.35	28.72	30.16
FM MECHANIC II	24.81	26.05	27.35	28.72	30.16	31.67
FM MECHANIC III	26.05	27.35	28.72	30.16	31.67	33.25
LEAD PARTS CLERK - FM	24.55	25.78	27.07	28.42	29.84	31.33
PARTS CLERK	19.75	20.74	21.78	22.87	24.01	25.21
RECEIVING PARTS CLERK	19.75	20.74	21.78	22.87	24.01	25.21
UPHOLSTERER I	21.30	22.37	23.49	24.66	25.89	27.18
UPHOLSTERER II	22.37	23.49	24.66	25.89	27.18	28.54

# INDEX

## A

active service, 34, 45, 54, 59, 74  
Administrative leave, 30  
anniversary date, 38  
annual leave, 10, 22, 23, 43, 54, 55,  
56, 57, 58, 59, 60, 61, 63, 65,  
67, 68, 71  
arbitration, 5, 81, 82, 84, 86  
assignment, 12, 17, 18, 19, 20, 32,  
40, 42, 43, 68

## B

bargaining unit, 3, 7, 8, 9, 31, 42,  
51, 77  
Base Rate/Base Hourly Rate, 26  
bereavement leave, 62  
bid, 23, 39, 40, 41, 42, 43, 56  
bilingual, 26, 33  
birth, 67  
Blood donation leave, 63  
Board of Directors, 8, 9, 10, 11, 21,  
58, 83, 86  
bumping, 75, 76  
bus passes, 50, 51

## C

Call Back Duty, 33  
CalPERS, 44, 46, 48  
career ladder, 18  
career ladders, 15  
Catastrophic Leave, 64  
classification, 1, 11, 12, 15, 16, 17,  
18, 19, 20, 21, 22, 23, 26, 30,  
31, 32, 36, 38, 39, 40, 41, 42,  
43, 49, 55, 56, 68, 69, 70, 71,  
72, 73, 74, 75, 76  
classification date, 39  
compensatory time, 29

confidential, 3, 9  
continuous service, 17, 27, 38, 39,  
43, 45

## D

day, 24, 45  
deferred compensation, 53  
dental insurance, 46  
dependent(s), 45, 47, 48  
disciplinary appeal, 83  
driver's license, 49  
dues, 4, 5

## E

effective date of coverage, 45  
eligible employee, 16, 32, 47  
equal employment, 5

## F

Floater, 35, 40  
FMLA / CFRA, 68  
furlough, 69, 70, 71

## G

grievance, 12, 14, 36, 38, 78, 79,  
80, 81, 83  
grievances, 10, 78, 79

## H

hazard, 24  
hazardous, 38  
H-Care Plan, 44  
hearing officer, 81, 82, 83, 84, 85,  
86  
holiday, 2, 54, 56, 58  
Hospice and Critical Care Leave, 68



## I

Incentive Pay, 28  
industrial injuries, 61  
insurance, 45, 46, 47, 48, 51, 65,  
73, 74  
Involuntary demotions, 22

## J

job classifications, 11  
jury duty, 63, 64

## L

Labor Management Committee,  
88  
layoff, 7, 23, 38, 45, 72, 73, 74, 75,  
76, 77  
life insurance, 45, 47  
Limited Term Assignments, 19  
long term disability, 47  
longevity, 26, 27

## M

meal period, 37  
medical insurance, 45  
medical leave, 54, 57, 58, 59, 60,  
61, 63, 64, 66, 71  
Mileage, 51  
military leave, 50, 62, 64, 68  
military service, 50

## O

Occupational Health & Safety  
Committee, 25  
On Call Duty, 31, 32, 33  
overtime, 20, 27, 29, 30, 31, 33, 34,  
37, 38, 43, 64, 71, 78  
Overtime Minimum, 33  
overtime shifts, 31

## P

paid leaves of absence, 53  
parental leave, 67  
part-time employee, 69  
payroll deduction, 4, 87  
performance evaluation, 13, 14  
personal items, 52  
personal leave, 62, 64, 65, 66  
personnel file, 12, 13  
principal domestic partner, 46, 50,  
59  
probationary employee, 14, 84, 86  
probationary period, 14, 17, 19, 21,  
36, 62  
probationary status, 36  
promotion, 15, 16, 17, 23, 36, 37

## R

rain gear, 49  
reclassification, 15, 20  
recruitment, 16, 17, 18  
reemployment, 38, 74, 75  
Regular Rate/Regular Hourly Rate,  
26  
regular shift, 28, 33, 35, 63  
regular status, 1, 38, 69, 73  
regulation, 8  
release time, 10, 77  
rest period, 38  
retiree, 44, 45

## S

safety, 23, 24, 25, 49  
scheduled overtime, 31, 33  
seniority, 17, 18, 19, 20, 22, 23, 30,  
31, 32, 38, 39, 40, 41, 42, 43,  
55, 56, 68, 69, 70, 71, 72, 73,  
74, 75, 76  
service fees, 4  
severance pay, 74  
shift bidding, 23, 39, 40, 41  
shift differential, 26, 27, 28  
State Disability Insurance, 47

step advancement, *19, 34*

## **T**

tools, *53*

training, *23, 25, 30, 43, 51, 62, 65, 77*

transfer, *21, 73*

## **U**

uniform/clothing allowance, *48*

Union representatives, *10, 11, 39, 42, 56, 74*

unpaid leave, *18, 36, 48, 64, 65, 67, 71, 72*

## **V**

vision insurance, *45, 47, 48*

voluntarily demote, *17, 23, 37*

voluntary demotion, *22*

volunteer, *18, 30, 31, 32, 40*

volunteers, *18, 19, 20, 29, 30, 31, 32, 73, 77*

## **W**

work out of class, *17, 18, 19*

working conditions, *1, 8, 25, 69*

workweek, *29, 35, 54, 57, 58, 69*