

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 521**

AND

**SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT**

July 1, 2023 – June 30, 2026

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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 Santa Cruz METRO Board Resolution No. 87-7-9 and Resolution No. 78-6-1 of the Santa Cruz Metropolitan Transit District, and Sections 98000 *et seq.* 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:

Legal Secretary (2)	Legal Department
Paralegal I/II	Legal Department
Human Resources Specialist	Human Resources Office

Administrative Assistant
Human Resources Clerk
HR Analyst I/II

Human Resources Office
Human Resources Office
**Human Resources
Office
Finance Office**

Sr Financial Analyst

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

This Article has been mutually deleted by the parties.

2.4. Union Security

METRO will rely on a written certification from the Union requesting that the METRO deduct from employees' salaries or wages an amount equal to the Union's monthly dues or fees authorized by the Union Bylaws. The Union has and will obtain and maintain signed employee authorizations for said wage deductions and will represent to METRO that each bargaining unit employee is affirmatively consenting to the dues deductions consistent with federal law. After providing the required certification, the Union will not be required to provide a copy of

individual authorizations to METRO unless a dispute arises about the existence or terms of the authorization. The Union will, however, each month provide METRO with a list of all active Union members and non-members in the bargaining unit.

Based on the certification from the Union described above, METRO will deduct, monthly, the amount of Union regular and periodic dues and fees and any special membership assessments as may be specified by the Union under the authority of an authorization card signed by the employee. Dues deduction for employees will only be made upon the written certification from the Union.

A written statement of the names and amounts deducted, will be forwarded promptly to the Union office, at the address specified by the Union.

METRO will provide the Union with a list of newly hired unit members.

The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions authorized by this Section. When an employee is in a non-pay status for an entire pay period, no deductions for union dues or fees will be made to cover that pay period. If an employee is in a non-pay status for part of the pay period such that employee's wages are not sufficient to cover the full deduction, METRO will not deduct Union dues. All other required and authorized deductions have priority over the Union dues. Deductions will automatically resume upon an employee's return to work from a leave of absence without pay (including unpaid FMLA leaves).

The Union agrees to keep an adequate itemized record of its financial transactions and to retain a copy of its most recent financial statement. The Union will make available to all Union

members the financial statement and operating statement prepared in the manner prescribed by Subparagraph (d) of Government Code Section 3502.5 covering all periods during which the Organizational Service Fees have been collected and received by the Union.

Change or Cancellation of Deductions

METRO will direct employees requesting to discontinue or change Union dues deductions to the Union. METRO will rely on information provided by the Union regarding whether or not the authorization for the Union dues deductions was properly discontinued or changed, but will determine for itself if an employee is affirmatively consenting to Union dues deductions.

In the event any portion of the California Government Code or federal law changes or is amended to address the transfer of monies between the Union and METRO, the parties will reopen this section of the collective bargaining agreement to meet and confer regarding the change in law.

The parties incorporate by reference the provisions of Government Code sections 1150-1157.12 and the United States Supreme Court's decision in *Janus v. American Federation of State County, and Municipal Employees, Council 31, et al.* (Decided June 27, 2018).

2.5. Payroll Deductions

The Union dues or deductions will be deducted each pay period and will be remitted to the Union, along with a list of the employee numbers and names within five (5) workdays of payday. This deduction report will be submitted in writing with the Union dues payment.

When an employee is in a non-pay status for an entire pay period, no deductions for Union dues or fees will be made to cover that

pay period. If an employee is in a non-pay status for part of the pay period such that employee's wages are not sufficient to cover the full deduction, METRO will not deduct Union dues. All other required and authorized deductions have priority over the Union dues. Deductions will automatically resume upon an employee's return to work from a leave of absence without pay (including unpaid FMLA leaves).

Bargaining Unit Member Contact Information

To the extent required by Government Code Section 3558, METRO will provide the Union with a list of names and contact information (listed below if on file) for any newly hired bargaining chapter member within 30 days of the date of hire or by the first pay period of the month following hire. METRO will also provide the Union a list of all bargaining chapter member names and contact information on the last working day of September, January, and May. The information will include the following information, except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name
- Job title
- Department
- Work location
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with METRO.

Each month, the Union will provide METRO with a list of the names of all current bargaining chapter members who are and who are not Union members.

METRO will notify each new bargaining chapter member that their classification is part of a bargaining chapter represented by the Union, and the name of a representative of the Union. If

requested, METRO will provide the employee with a packet of information and an electronic membership application form supplied by the Union.

METRO will provide the Union not less than ten (10) days' notice of the onboarding orientation meeting held between the Human Resources Department representatives and new bargaining chapter employees, including the date, time and location of the orientation meeting. If a bargaining chapter member's first day or work begins less than ten (10) days after the date the employee is hired, the 10-day notice requirement may be reduced, and METRO will instead provide as much advance notice as reasonably possible of the orientation meeting.

METRO will allow the Union representative to spend up to thirty (30) minutes with the new unit member at the end of the onboarding orientation meeting in order to provide information and materials about the collective bargaining agreement and related matters. No representative of METRO management will be present during the Union's presentation.

2.5.1. Payroll Deduction 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. The Union's obligation to indemnify METRO includes indemnification for the pre-litigation costs and attorney fees. The Union will refund to METRO any amounts paid to it in error.

2.6. Payroll Deduction 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 (1/2) 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.

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 chapter. 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 chapter of METRO, METRO shall not require employees of SEIU bargaining chapters 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. Ten (10) Day Notice

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. Right to Review Documentation

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 their 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 thirty (30) minutes at their initial orientation with METRO.

7.3. Release Time

Up to two (2) Union officers, stewards, or committee members per bargaining chapter constitute the “bargaining team” and shall be released to attend bargaining for a new MOU or extension of the contract, without loss of pay. The bargaining team shall be released, without loss of pay, up to twelve (12) hours to meet prior to the start of negotiations. The bargaining team will be released, without loss of pay, for one (1) hour prior to each bargaining session.

For meetings concerning matters within the scope of representation that are not bargaining for a new MOU, one (1) Union representative per bargaining chapter shall be released without loss of pay to attend such meetings with METRO. METRO shall release a maximum of two (2) expert members if they are needed in meetings concerning the scope of representation.

Further, METRO shall allow an employee and their 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 (1) 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.

7.3.1. Formulation of Policies, Procedures & Union Business

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 CEO/General Manager.

7.3.2. Use of METRO Vehicles

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 interdepartmental 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.

7.6. Printing of the Contract

METRO will print copies of the contract within seventy-five (75) days of ratification, adoption by the Board of Directors, and final proofing by the Union. A PDF temporary copy shall be available upon ratification of the contract and shall be emailed to the bargaining chapters' representatives.

7.7. Temporary Employees

METRO retains the right to use temporary employees while it is recruiting to fill a position, to replace employees on leaves of absence, or to perform temporary special projects for a period not to exceed one year unless METRO meets and confers with the Union.

If METRO is unable to fill the position within six (6) months, upon request by the Union, METRO will meet with the Union to discuss the reasons for the delay.

Temporary employees will not be retained for more than sixty (60) days after the position is filled by a permanent employee, the leave of absence ends or the special project concludes. This period may be extended if METRO and the Union meet and confer to extend the timeline.

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 **on the METRO website** for review by employees and Union representatives. An employee may obtain a copy of their job classification from the departmental manager's office and other job classifications assigned to their 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. Meet and Confer

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. Assigned Duties Not Reasonably Related to the Classification

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. Salary Surveys

Beginning with the month of December 2001 and annually thereafter, management agrees to conduct three (3) salary surveys on benchmark classifications not listed in Article 8.5.1 or one (1) 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 CEO/General Manager's decision shall be made within thirty (30) days of receipt and be final unless they recommend 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. Definition

There shall be only one (1) official personnel file, which shall be maintained at METRO's Human Resources Office. An employee shall have the right to review their personnel file or authorize in writing the review by a Union 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 their 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 their official personnel file provided it is received within six (6) months of the occurrence. An employee will within five (5) working days of a request to the Human Resources Office, have copies made available of any or all documents contained in their personnel folder. The request for copies may not be made more often than annually.

8.3.2. Documents Not to be Relied Upon for Disciplinary Action

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 CEO/General Manager and Human Resources Director only.

8.4. Performance Evaluations

8.4.1. Definition

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. Performance Evaluation Process

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 they consider 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, they may appeal through the grievance process.

8.4.3. Extension of and Scheduling of Performance Evaluations

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 their 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 Evaluations

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. Definition

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

The following classification series generally define the upward promotional paths of positions in METRO’s classes.

- Custodial Service Worker/Lead/Custodial Supervisor
- Facilities Maintenance Worker I/II/Lead/Supervisor
- Vehicle Service Worker I/II/Detailer/Lead
- Upholsterer I/II
- Mechanic I/II/III/Lead/Fleet Maintenance Supervisor
- Parts and Materials Clerk/Lead/Supervisor
- Customer Service Representative/Senior/Supervisor
- Administrative Clerk/Assistant/Specialist/Supervisor
- Accounting Technician/Senior/Accounting Specialist
- Payroll Specialist/Senior
- Transit Supervisor/Assistant Safety & Training Coordinator/Safety & Training Coordinator
- Accountant I/II/III
- Information Technology Support Analyst I/II
- Systems Administrator/Senior

- Transportation Planner
I/II/Senior/Transportation/**Planning Supervisor**
- Claims Technician I/II
- Buyer/Purchasing Agent
- Financial Analyst/Senior
- Paralegal I/II
- **HR Analyst I/II**
- **Safety and Training Program Specialist I/II**

8.5.2. Filling of Vacancies by Promotion With Qualified Employees

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 they 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. Closed Promotional Recruitments

Recruitments for positions within the bargaining chapters 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 (10) days for the following classifications:

- Administrative Supervisor
- Lead Custodial Services Worker
- Custodial Supervisor
- Lead Facilities Maintenance Worker
- Facilities Maintenance Supervisor
- Lead Mechanic
- Fleet Maintenance Supervisor
- Senior Customer Services Representative

- Customer Service Supervisor
- Safety & Training Coordinator
- Lead Parts & Materials Clerk
- Parts & Materials Supervisor
- Senior Transportation Planner
- **Lead VSW**
- **Transit Supervisor**
- **Payroll Administrator**
- **Maintenance Trainer**
- **Assistant Safety & Training Coordinator**
- **Safety & Training Coordinator**

If the District creates new positions in the SEIU bargaining unit, the District and the Union shall meet and confer to agree if those new positions should be included in the closed promotional opportunity.

8.5.4. Promotion by Qualification

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 six (6) month period.

- Facilities Maintenance Worker I/II (requires qualifying exam)
- Vehicle Service Worker I/II
- Upholsterer I/II

- Mechanic I/II
- Accounting Technician/Senior
- Accountant I/II/III
- Information Technology Support Analyst I/II
- Systems Administrator/Senior
- Paralegal I/II
- Claims Technician I/II
- Buyer/Purchasing Agent
- **HR Analyst I/II**

8.5.5. Posting of Permanent Positions

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. Demotion and Time Served for Purposes of Seniority

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 **so long as that position remains available**. 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 During Probation Period of Higher Classification

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. Definition

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. Work Out of Class Step Assignments

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. **If during the prior thirty-six (36) months, an employee works more than 1040 hours in a higher classification, the employee will** be advanced one (1) 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 Assignment Duration

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 Rotation

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 they are 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. VMU – Work Out of Class

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.

In the event a manager/supervisor assigns the lead person to leave the fleet maintenance yard for more than two (2) hours and there is no lead or supervisor working to cover for the lead, a mechanic will be appointed to replace the lead, and will be paid in accordance with Article 8, Section 8.6.2 for all time worked as the lead.

8.6.6. Customer Service Supervisor Work Out of Class

To allow for career ladders in the Customer Service Representative classification, **Senior** Customer Service Representatives will be considered for out of class absences in the position of Customer Service **Manager** as determined by the **reporting** Manager or designee.

8.6.7. Credit for Work Out of Class Hours

If an employee is promoted to the position in which the employee has worked out of class, all hours of work out of class **will be** credited toward the probationary period in the new class up to a limit of three (3) months.

8.6.8. Paid Leave in Work Out of Class

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 Operations Manager**. 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 CEO/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. Timeframe, Type, and Number of Reclasses

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 (1) group in a class, who submit to the Human Resources Director 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 Director a completed request form for reclassification, will be studied.

During the month of December the Union can request a reclassification study of one (1) group defined as the class specifications used to determine a career ladder grouping (as listed in Article 8.5.1). The Human Resources Director 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. Minimum Salary Increase

When an employee is reclassified to an existing, but higher, classification, they 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. Probationary Period

There shall be no probationary period for a reclassified employee.

8.8. Transfer

8.8.1. Lateral Transfer

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. Impact of Transfer on Employee

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 their 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 as previously held 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. Requesting a Voluntary Demotion

An employee may request a voluntary demotion to a lower classification or previously held position 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 their rights.

8.10.2. Effective Date

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

8.10.3. Mechanic III Voluntary Demotion

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 Manager within the first thirty (30) days of a new shift bid. The Fleet Maintenance 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 **and METRO policies (with the understanding that if there is a conflict between the policies and the MOU, the MOU will control)**. 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 (1) working day upon discovery.

- B. If the supervisor is unable to abate the hazard within one (1) additional working day, they 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. **Blank**

9.3.1. **Blank**

[DELETED BY MUTUAL AGREEMENT OF THE PARTIES]

9.3.2. **Blank**

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9.3.3. **Blank**

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9.4. Occupational Health & Safety Committee

Up to five (5) management representatives and one (1) employee from VMU, SEA and PSA, and up to two (2) representatives from other METRO bargaining chapters 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

A cost of living increase of 5% shall be effective the first pay period including July 1, 2023;

A cost of living increase of 4% shall be effective the first pay period including July 1, 2024;

A cost of living increase of 4% shall be effective the first pay period including July 1, 2025.

METRO agrees to the following:

Equity adjustments to the Mechanics' pay scales:

Mechanic I/II/III and Leads will receive an equity adjustment effective for hours worked in the pay period that includes July 1, 2023, of three percent (3%) across the board.

Mechanic I/II/III and Leads will receive an equity adjustment effective for hours worked in the pay period that includes July 1, 2024, of three percent (3%) across the board.

The equity adjustments will be implemented the second pay period after the contract is ratified by the Board of Directors.

10.1.1. Employee's Salary Rate

For the purposes of defining an employee's salary rate as used in this contract, the following two (2) 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 classifications 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 hired on or before October 25, 2019 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.

METRO shall compensate an employee hired after October 25, 2019 with longevity increments as follows:

- 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.

Longevity shall be calculated as follows:

1. Calculate 5% of the Base Pay Rate

2. Base Pay Rate Step + 5% of the Base Pay Rate Step to calculate the Longevity for 10 or 15 Years
3. Base Pay Rate Step + 2 x 5% of the Base Pay Rate Step to calculate the Longevity for 15 or 20 Years

All pay rates are rounded off to two (2) decimal places.

10.3. Shift Differential

10.3.1. VMU

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	---	\$0.35
Swing	\$1.10	\$1.30
Graveyard	\$1.80	\$2.00

Employees who begin their shift on Saturday or Sunday at 10:45 p.m. will be paid the weekend graveyard differential for their entire shift. **Employees who start a shift on or after 3:00 p.m. (or if the swing shift starting time changes, the start time of the swing shift) will receive the swing shift differential.**

Employees starting a shift on or after 11:00 p.m. or before 6:00 a.m. (or if the graveyard shift start or end time changes, the start and before the end time of the graveyard shift) will receive the graveyard shift differential for all hours worked between 11:00 p.m. and 6:00 a.m.

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 (1) 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 thirty (30) minute unpaid lunch.

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

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

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

10.3.2. Incentive Pay – Unit Rebuild

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 - Differential

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

10.3.4. PSA – Transit Supervisor 4/10 Shift

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.

10.3.5. Transit Supervisors – Differential

The District will pay Transit Supervisors who work the hours after 10:00 p.m. and before 6:00 a.m. a \$1.00 per hour differential in addition to their base pay rate for all work performed on such shift.

10.4. Overtime

10.4.1. Time and One-Half (1 ½)

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 (1/2) the regular hourly rate of pay of the employee for all overtime work. **If overtime is necessary, it will be first assigned to volunteers and then assigned to the least senior person in the classification.**

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. Two Times (2x)

All hours worked on the seventh (7th) consecutive day of the workweek and after working six (6) consecutive eight (8) hour days (five (5) day workweek) or six (6) consecutive ten (10) hour days (four (4) day workweek) shall be compensated at two times (2x) the regular hourly rate of pay.

10.4.3. Compensatory Time

- All compensatory time earned through the date of contract ratification, October 25, 2019, will either be paid to the employee at the employee's straight-time rate of pay or, at the employee's option, the employee may keep their existing compensatory time on the books.
- Compensatory time will no longer be earned. Overtime hours worked will be paid to the employee pursuant to Section 10.4.1 and 10.4.2 of this Agreement in the pay period in which it is earned.

10.4.4. Pyramiding of Overtime

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

10.4.5. Exempt Classifications and Administrative Leave

Classifications which are defined by METRO as exempt from overtime compensation under the Fair Labor Standards Act include all positions within the classifications of:

- Transportation Planning Supervisor
- Financial Analyst
- Senior Financial Analyst
- Parts and Materials Supervisor
- **HR Analyst I/II**
- **Accountant I/II/III**

These positions 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. Flexible Work Schedule

An employee with an approved flexible work schedule agrees to be paid at the overtime rate for only those hours exceeding forty (40) hours per workweek, as approved by management, in accordance with Article 10.4.6.

10.4.7. Mandated Training Outside Normal Work Hours

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

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

Scheduled overtime shall be distributed and rotated by seniority as equally as is practicable among qualified volunteer employees in the bargaining 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 - Overtime

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 – On Call Duty Pay

A VMU employee will receive On Call Duty pay at a rate of **\$2.50** per **hour** in the event that they are placed in On Call Duty status. 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 – On Call Duty Assignments

- 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 their On Call Duty assignment with three (3) days' notice to the Facilities Department.
- 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 (1) 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 **\$2.50** 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 – On Call Assignment

An employee may volunteer for an on-call assignment.

10.5.4. Failure to Respond

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 they could not report on time due to one (1) 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. Defined

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 (1/2) of the employee's regular hourly rate.

10.6.2. Minimum Call Back Duty Pay

The two (2) 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 their regular shift, shall be guaranteed one-half (1/2) 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. Proficiency testing may be conducted once prior to paying bilingual pay. Employees must maintain their bilingual skills. 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 (Step 1) in the salary range is the minimum rate and shall be the standard appointment rate for the class.
- B. The second step (Step 2) 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 (Step 3) 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 (Step 4) 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 (Step 5) 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 (Step 6) 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. Guaranteed Workweek

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. Alternative Work Schedules

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. Change in Regular Shift

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. Floaters

A. PSA Floater

Where METRO designates an employee as a Floater in the PSA unit, the Floater will be exempt from the ten (10) day proscription. This provision shall not preclude METRO's right to effect changes necessitated by bona fide emergencies

B. PSA Floater Notice and Pay

Whenever possible, the PSA 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 (1/2) **times** the straight time rate for work performed during this eight (8) hour period.

C. Customer Service Rep & Sr. Customer Service Rep Floater

Where METRO designates a Customer Service or Senior Customer Service Representative as a Floater, the Floater will be given at least twenty-four (24) hours' notice of a posted shift change. In the event of a change in location with less than twenty-four (24) hours' notice, they shall be shall paid two (2) hours at their regular rate.

11.1.5. PSA-Trading Assignments

- A. A Transit Supervisor may trade their daily scheduled shift three (3) times per quarterly bid with another Transit Supervisor within the same payroll week by written request. The request must be submitted to the Operations Manager by 10:00 a.m. of the day prior to the requested day. It is further agreed that no trade will be permitted which would result in a violation of the Transit Supervisor's eight (8) hour rest period for the following day.**

Shift trades may only occur with mutual agreement of an employee actually working. Shift trades may not result in overtime.

- B. A Transit Supervisor may also request shift changes seven (7) days ahead from the Operations Manager Fixed Route. A Transit Supervisor may request no more than three (3) shift changes per quarterly bid.**

11.1.6. SEA-Trading Assignments

A Customer Service Representative may trade their daily scheduled assignment or days off with another Customer Service Representative within the same payroll week by written request. The request must be submitted to the

Customer Service Manager by 10:00 a.m. of the day prior to the requested day.

A Customer Service Representative may also request to change shifts while a CSR is out on Annual Leave, FMLA, Workers Comp, or any other leave. A Customer Service Rep may request no more than five (5) shift changes per quarterly bid, including the daily shift changes outlined in the previous section above. The shift vacancy must be made available by the Customer Service Manager for FTE Staff to sign up in reverse seniority, lowest seniority first.

Shift trades may only occur by the mutual agreement of the employees actually working. Shift trades may not result in overtime. Employees making shift trades assume responsibility for their new shift.

11.2. Probationary Status

11.2.1. Definition

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 (Step 1) of the salary schedule shall, upon satisfactory completion of the probationary period, advance to step two (Step 2).

11.2.2. VMU New Employees

A new employee in the VMU mechanical classifications will not perform on-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. Unpaid Leave

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. Probationary Period Extension

An employee on unpaid leave or otherwise absent during their probationary period shall have the probationary period extended for an amount of time equal to the leave of absence. **Unless the time off was approved during the hiring process, or due to a work-related injury. Time off of up to one (1) week approved during the hiring process will not extend the probationary period.**

11.2.5. Probationary Employee – Disciplinary Action

- A. 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 11.2.5b.
- B. 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 - waived. The request for review shall be made to the CEO/General Manager. The CEO/General Manager or their 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 CEO/General Manager or their designee shall be final.

11.2.6. Demotion During Probation

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 **provided the position remains available**. 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. PSA or SEA Employees

A PSA or SEA employee shall be granted an uninterrupted and unpaid meal period of not less than thirty (30) 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 (2) 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 (8) 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 their 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 (1) 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

- A. 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.

- B. Fleet employees will be provided ten (10) minutes at the start of the shift, five (5) minutes at lunch, and ten (10) minutes at the end of the shift to dress and clean up. Fleet employees are expected to be dressed with METRO approved uniforms and ready to receive their assignments at the lead desk within the ten (10) minutes.

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.

11.7.1. VMU

For VMU the classification **seniority** date **shall** be the first date worked in continuous service for an incumbent in one (1) 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 their 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 and Lead Mechanic, 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 (2) 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 (1) 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 (1) 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 (2) 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 their 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 chapter 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. **The following guidelines must be followed by all Supervisors, with the exception of the Scheduler/Supervisor, who will have a set schedule of an eight-hour work day, Monday through Friday (Saturday/Sunday off) with a start time of 7:00 a.m.**

The Bidding process, schedule, and Annual Leave will be set up by the PSA Bid Committee. The following guidelines will be adhered to, during the bidding process.

- **Days off will be consecutive.**
- **Do not take the same work for the entire week, for instance, all AM Dispatch must be offset with Road shift.**
- **Back-up Scheduler will have Scheduler shift starting at 8:00 a.m., Saturday & Sunday, and must take floater shifts only, on other days.**
- **A Floater shift must not be taken with AM Dispatch for the following day unless there are no other options to choose from. Additionally,**

PM Road must not take Floater shifts the following day, unless there are no other options.

- **Back-Up Scheduler must be available to assume the Scheduler's duties during his/her absence.**

The guidelines will be followed by each Supervisor during bidding.

- 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 a qualified employee to receive working out of classification pay 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 the incumbent 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 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. Blank

This article has been deleted by mutual agreement of the parties.

11.11. Performance and Discipline

Progressive Discipline

METRO will not discharge or suspend any employee who has completed the required probationary period without just cause. When and if it is necessary for METRO to take corrective action in regard to an employee's performance or conduct, METRO agrees to use progressive discipline.

METRO agrees to bargain with SEIU Local 521 regarding the procedures for progressive discipline that will be set forth in METRO's Rules and Regulations.

ARTICLE 12. BENEFITS AND REIMBURSEMENTS

12.1. Medical Plan

METRO shall continue participation in the CalPERS medical program including one (1) 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 (1) dependent, and family (employee/retiree).

Effective January 1, 2021, METRO will pay 95% of the monthly premium for the Public Employees' Medical & Hospital Care Act (PEMHCA) Medical Insurance Program Plan selected by the employee/retiree for the employee/retiree and their eligible dependents.

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.

H-Care Plan

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

12.1.1. Hearing Examination and Assistive Devices

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 year or \$1,500 per ear every two (2) years or \$2,250 per year 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. Payment In-Lieu of Medical Insurance

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 one thousand dollars (\$1,000) for each full three (3) 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 of Ineligible Dependents

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 Insurance Coverage

The effective date of coverage for medical, 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 with all required supporting documents and received in the Human Resources Office. Upon employment separation, an employee's medical, dental and vision insurance shall terminate at the end the calendar month in which an employee separates.

12.5. Registered Domestic Partner

An employee may choose to enroll their registered domestic partner as a dependent under the CalPERS medical (alternate plan), dental and vision portion of METRO's health benefit program by submitting proof of their Declaration of Domestic Partnership filed with the California Secretary of State. For the purposes of the Article, the eligibility criteria for registration of a domestic partnership is set by statute. Registered domestic partners are of the same sex or, if of the opposite sex, one (1) partner is at least 62 and meets the other requirements for registration under the law.

12.6. Survivor's Insurance Benefits

Upon the death of a covered employee who is on METRO's payroll and has dependents 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, as defined in the dental plan (up to the age of 26) **so long as there is no additional cost to METRO**, 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 an eligible dependent: 60% orthodontics to a \$3,000 lifetime maximum.

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.

Beginning January 1, 2013, classifications newly hired within the representation unit shall be enrolled in the Public Employees Retirement System (CalPERS), the 2% @62 retirement plan (PEPRA), and the third level of the 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. All Employees hired under the provisions of PEPRA shall have a payroll deduction for the entire portion of the employee's six and twenty-five one hundredths percent (6.25%) CalPERS contribution. METRO shall pay the entire Employer share. If the Employee and/or Employer's contribution rates are changed by CalPERS, the Employee and Employer's percentages under this Agreement will change accordingly.

12.15. **Blank**

[DELETED BY MUTUAL AGREEMENT OF THE PARTIES]

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 Parts and Materials Supervisor 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.

12.16.4 Safety Shoe Reimbursement

METRO will reimburse employees required to wear safety shoes two hundred fifty dollars (\$250) per year.

12.17. License Reimbursement

An employee operating a METRO vehicle must provide proof that they have the type of license required in order to operate METRO's equipment. An employee must provide a copy of both sides of their driver's license 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 their permanent license and their Examiner's Certificate when received. An employee is required to maintain a valid driver's license with driving privileges. METRO may require an employee to obtain required physical examinations through METRO's designated physician(s).

An employee's commercial driver's license renewal physical may be performed by a medical provider of the Employee's choice or a medical provider contracted by METRO. METRO will reimburse the employee up to the amount METRO pays its contracted medical provider for the physical exam.

12.17.1. Day Shift VMU Mechanics Release Time

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 and Costs

- A. An employee shall receive bus passes for employee, employee's spouse, registered 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. Should a pass be lost it will be reissued at a cost of \$15.00.
- C. 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 their family members as defined in Section A above, shall receive a pass.

- D. METRO bus passes shall be honored on all buses operated by METRO in regular scheduled fixed route service.

12.19. Mileage Reimbursement

METRO shall reimburse a properly licensed employee for authorized use of their private insured vehicle(s) at the rate per mile established by the IRS.

12.20. Reimbursement for Property Damage

In the event that an employee, required by their 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 their 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 their 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. Training Program

A. 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 chapter 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.

B. METRO shall provide all transit supervisors appropriate training through U.S. DOT (TSI) instructors Course for Transit Trainers to be able to certify employees, retain employees, and deal with all aspects of training that are needed for current operations.

C. If a Transit Supervisor is acting as a trainer for employees that return to work from a leave (i.e., after accident training and/or helping with training employee class as an instructor) the district shall provide out of class pay in accordance with Section 8.6.

12.21.2. Tuition Reimbursement

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. Definition

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. Lost Time Compensation

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. Personal Item Reimbursement

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 their personal property, they shall return to METRO the payment they 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 their 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.

METRO will reimburse all current Mechanic I, II, III, Lead Mechanic, Electronic Technician, and future mechanics up to five hundred dollars (\$500) for tools per year.

ARTICLE 13. PAID LEAVES

13.1. Voluntary Resignation

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 (3) consecutive work days of the expiration of the approved leave, excluding paid industrial accident/illness leave, will be considered to have voluntarily resigned their 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. Accrual Rates

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

<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. Blank

This Article has been removed by mutual agreement of the parties.

13.2.3. Ill while on Annual Leave

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 while on annual leave, the employee shall have the period of illness charged against paid sick leave instead of annual leave time upon written request.

13.2.4. Annual Leave Carryover Limit

An employee may not carryover more than two (2) times their 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. Annual Leave Requests

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 work location. In addition, employees may request annual leave at any time.

13.2.6. Multiple Requests for Annual Leave Time Off

In the event that more employees, within a classification, within a department, within a work location 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 work location. In bidding for annual leave, 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. Payment of Unused Annual Leave at Separation

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. Advance on Earned Annual Leave

An employee may request an advance on their earned annual leave pay so that they may be paid for their 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
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday

Holidays from work and shall be paid at the regular hourly salary rate for their 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 (29th), the twenty-eight (28th) 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 their 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 their last scheduled workday prior to the holiday and their 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 their 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, they shall be compensated at two and one-half (2 ½) times the regular hourly rate.

13.3.2. Special Non-Recurring Holiday

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 their 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 their last scheduled workday prior to the holiday and their 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. Option of Closing Office or Department

METRO shall have the option of closing any office or department of METRO in observance of one (1) 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 **days will** be restricted to:

- President's Day
- Veteran's Day
- Day after Thanksgiving

13.3.4. VMU Compensation for Article 13.3.3

An employee in the VMU chapter working one of the **days** listed in Article 13.3.3 shall receive compensation at one and one-half (1½) times the regular hourly rate and, at the employee's option, receive eight (8) hours annual leave pay charged against their accrual.

13.3.5. PSA or SEA Compensation for Article 13.3.3

An employee in the PSA or SEA chapters may, with management approval, work one (1) of the **days** listed in Article 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 their accrual. An employee in the PSA or SEA chapters, when required by management to work one of the **days** listed in 13.3.3, shall be paid at one and one-half (1½) 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 their accrual.

13.4. Paid Medical Leave

13.4.1. Definition

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. Paid Medical Leave Family Member Definition

Family member for the purpose of this section shall include the employee's parent, spouse or registered domestic partner; the parent, stepparent or grandparent of the employee, their spouse, or registered domestic partner; the employee's child, which includes their biological, adopted, foster, stepchild, or legal ward; the employee's grandchild; and the employee's sibling(s).

13.4.3. Medical Leave Accruals

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. Medical Leave Pay Rate

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. Notification of Medical Leave Absence

An employee must notify their 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 they may use their accruals to make up for the lost time.

13.4.6. Illness or Injury Verification

An employee absent for any of the following:

- A. Five (5) consecutive working days or more, or
- B. 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
- C. When METRO suspects a pattern of medical leave abuse consisting of:
 - 1. three (3) occurrences on the day before or day after an unscheduled work day within a forty-five (45) day period, or
 - 2. more than twelve (12) occurrences within a twelve (12) month period,

may be required, upon advance written notice from their 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. Pre-Scheduled Time Off

For the purposes of medical/dental or vision appointments for themselves or family members, an employee may take off a day and/or part of a day and use their sick accruals. Once approved, the employee will not be denied the time off or be charged an absence occurrence for the pre-approved absence, or be disciplined.

13.4.8. Conversion of Medical Leave Accruals

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. Workers Compensation and 24 Month Leave

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 (24) months shall be placed on resignation/rehire, after which the provisions of Article 16 shall apply.

13.5.2. Workers Compensation Waiting Period and VMU Hourly Rate

An employee suffering an injury or illness arising out of, or in the course and scope of, their employment shall be entitled to receive payment at the employee's base hourly rate of pay **plus differential, if applicable**, 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.

13.5.3. Employee Supplementing Workers Compensation Benefits

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. METRO Supplementing Workers Compensation Benefits

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. Personal Physician for Examination of Industrial Injuries

An industrially injured employee may be treated by their 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 member of the employee's family. Paid bereavement leave must be taken within a fourteen (14) calendar day period of not more than two (2) 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 three hundred fifty (350) miles one-way is required. A family member for the purpose of this section shall include parent, spouse, registered domestic partner or domestic partner; the parent, stepparent or grandparent of the employee, their spouse or registered domestic partner; the employee's child, which includes biological, adopted, foster, stepchild, or legal ward; the employee's grandchild; the employee's sibling(s), brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece and nephew.

An employee shall be allowed one (1) 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 their 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 **and are considered**

separate from Annual Leave requests. 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 their occupational expertise as an employee of METRO, shall be granted a leave of absence with pay from their 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 their 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 their 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 4:00 pm or which ends between midnight and 8:00 am 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 (3) consecutive work days of the expiration of the approved leave will be considered to have voluntarily resigned their 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. Leave of Absence for Education or Training

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 CEO/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 CEO/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 CEO/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 CEO/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 Requests

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. Emergency Leave of Absence

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. Definition

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. Length of Unpaid Medical Leave and Extensions

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 their 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. Return to Work Notification

When an employee gives written notification to METRO of their 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. Second Opinion

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. Length of Leave and Accruals

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. Use of Leave and Accruals

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 their former classification or to a classification of like seniority, status and pay, provided that they meet the employment standards and METRO circumstances have

not changed as to make reemployment 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 their 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 thirty (30) 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 (1) 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 and METRO service only.

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 (emergency unpaid personal leave).
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. Classification Seniority

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

17.1.2. SEA - Classification Seniority Definition

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) days' 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.
7. Full-time employees in inverse order of seniority.

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 they are qualified. METRO shall provide a listing of appropriate vacancies and the affected workers shall select a vacancy, by seniority, for which they are qualified.

17.5. Reemployment List

In the event that an employee is not reassigned in lieu of layoff and is laid off, they shall be placed in order of seniority on a reemployment list for a period of three (3) years within their 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 they qualify. 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 their 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 two thousand eighty (2,080) hours of active service up to a maximum of eighty (80) hours severance pay.

17.9. Notification of Reemployment Opening

A laid off employee eligible for reemployment will receive written notification of open positions for two (2) years. The notice shall be sent 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 their 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 (1) 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.

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/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 they meet the current employment standards, provided that they have 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.

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) classification, if qualified.

17.13.2. Blank

[DELETED BY MUTUAL AGREEMENT OF THE PARTIES]

17.13.3. Blank

[DELETED BY MUTUAL AGREEMENT OF THE PARTIES]

17.13.4. Classification Series

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

- Custodial Service Worker/Lead
- Facilities Maintenance Worker I/II/Lead/Supervisor
- Vehicle Service Worker I/II/Detailer/Lead
- Upholsterer I/II/Vehicle Body Repair Mechanic
- Mechanic Trainee/Mechanic I/II/III/Lead/Fleet Maintenance Supervisor
- Parts & Materials Clerk/Lead/Parts & Materials Supervisor
- Customer Service Representative/Senior/Supervisor
- Transportation Planning Aide/Transportation Planner I /Transportation Planner II/Sr. Transportation Planner/Transportation Planning Supervisor
- Administrative Clerk/Assistant/Supervisor
- Accounting Tech/Senior/Accounting Specialist
- Accountant I/II
- Transit Supervisor/Assistant Safety & Training Coordinator/Safety & Training Coordinator
- Systems Administrator/Senior
- Information Technology Support Analyst I/II
- Buyer/Purchasing Agent
- Financial Analyst/Senior Financial Analyst

17.13.5. Bumping Rights

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

17.14. Transition Training

An employee identified for layoff will be released from work for up to twelve (12) hours without loss of pay to participate in transition training in the following areas:

- 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.

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 chapter 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 their 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 their 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 their 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, they may refer the grievance to the next step or to the appropriate manager who does have responsibility.

18.8.3. Level II – CEO/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 CEO/General Manager or their designee.

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

The CEO/General Manager or their 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 CEO/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 them 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 their 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 their

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

19.2. Appeal of Disciplinary Actions to CEO/General Manager

Following receipt of written notification of disciplinary action, an employee, through the Union, shall have the right of appeal to the CEO/General Manager. Appeals must be filed with the CEO/General Manager of METRO within ten (10) working days of receipt of a notice of disciplinary action. The CEO/General Manager or their 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 CEO/General Manager or their 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 CEO/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 CEO/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 them 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

This Article has been moved to Article 11.2.5(b).

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, 2023**, and shall expire **June 30, 2026**.

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 (3) permanent representatives and the Union Staff Representative each on the Committee, with meetings held by mutual agreement, and to address issues outside the scope of this MOU. **For example, the Union may request and METRO will invite the Grants Manager to discuss recently awarded grants.** 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.

For other meetings within the scope of representation, employees designated by the Union or requested by the District to attend a labor management meeting outside the scope of the employee's regular working hours will be compensated by the district at their current straight time wage rate for the time spent in attendance at the meetings.

This Memorandum of Understanding is entered into by the Service Employees International Union Local 521 and the Santa Cruz Metropolitan Transit District on **July 1, 2023**, and is executed on behalf of the parties by the following representatives:

Santa Cruz Metropolitan Transit District



Dawn Crummié
Human Resources Director



Daniel Zaragoza
Operations Manager, Paratransit Division



Chuck Farmer
Chief Financial Officer

Date:

2/19/24

Service Employees International Union
Local 521



Eduardo Montesino
PSA Chairperson



Ron Bushnell
PSA Vice Chairperson



Jordan Vascones
SEA President



Holly Alcorn
SEA Vice President



Julio Currea
VMU President



Uriel Estrada
VMU Vice President



Olivia Martinez
SEIU Local 521 Chief Negotiator

Date:

2/19/24

APPENDIX A

as of June 22, 2023

FY24: 5% wage increase, effective June 22, 2023/Adopted by the Board as of August 11, 2023

UNION	TITLE	Step 1	1L	1LL	Step 2	2L	2LL	Step 3	3L	3LL	Step 4	4L	4LL	Step 5	5L	5LL	Step 6	6L	6LL
SEP	Administrative Supervisor	33.23	34.89	36.55	34.89	36.63	38.37	36.63	38.46	40.29	38.46	40.38	42.30	40.38	42.40	44.42	42.40	44.52	46.64
SEP	Assistant Safety & Training Coordinator	36.29	38.10	39.91	38.10	40.01	41.92	40.01	42.01	44.01	42.01	44.11	46.21	44.11	46.32	48.53	46.32	48.64	50.96
SEP	Custodial Supervisor	25.78	27.07	28.36	27.07	28.42	29.77	28.42	29.84	31.26	29.84	31.33	32.82	31.33	32.90	34.47	32.90	34.55	36.20
SEP	Customer Service Supervisor	30.38	31.90	33.42	31.90	33.50	35.10	33.50	35.18	36.86	35.18	36.94	38.70	36.94	38.79	40.64	38.79	40.73	42.67
SEP	Facilities Maintenance Supervisor	35.52	37.30	39.08	37.30	39.17	41.04	39.17	41.13	43.09	41.13	43.19	45.25	43.19	45.35	47.51	45.35	47.62	49.89
SEP	Fleet Maintenance Supervisor	41.42	43.49	45.56	43.49	45.66	47.83	45.66	47.94	50.22	47.94	50.34	52.74	50.34	52.86	55.38	52.86	55.50	58.14
SEP	Maintenance Trainer	36.29	38.10	39.91	38.10	40.01	41.92	40.01	42.01	44.01	42.01	44.11	46.21	44.11	46.32	48.53	46.32	48.64	50.96
SEP	Parts and Materials Supervisor	34.03	35.73	37.43	35.73	37.52	39.31	37.52	39.40	41.28	39.40	41.37	43.34	41.37	43.44	45.51	43.44	45.61	47.78
SEP	Payroll Supervisor	38.62	40.55	42.48	40.55	42.58	44.61	42.58	44.71	46.84	44.71	46.95	49.19	46.95	49.30	51.65	49.30	51.77	54.24
SEP	Revenue Collection Supervisor	28.69	30.12	31.55	30.12	31.63	33.14	31.63	33.21	34.79	33.21	34.87	36.53	34.87	36.61	38.35	36.61	38.44	40.27
SEP	Safety & Training Coordinator	39.23	41.19	43.15	41.19	43.25	45.31	43.25	45.41	47.57	45.41	47.68	49.95	47.68	50.06	52.44	50.06	52.56	55.06
SEP	Transit Supervisor	35.16	36.92	38.68	36.92	38.77	40.62	38.77	40.71	42.65	40.71	42.75	44.79	42.75	44.89	47.03	44.89	47.13	49.37
SEP	Transportation Planning Supervisor	51.33	53.90	56.47	53.90	56.60	59.30	56.60	59.43	62.26	59.43	62.40	65.37	62.40	65.52	68.64	65.52	68.80	72.08
SES	Accountant I	33.89	35.58	37.27	35.58	37.36	39.14	37.36	39.23	41.10	39.23	41.19	43.15	41.19	43.25	45.31	43.25	45.41	47.57
SES	Accountant II	37.28	39.14	41.00	39.14	41.10	43.06	41.10	43.16	45.22	43.16	45.32	47.48	45.32	47.59	49.86	47.59	49.97	52.35
SES	Accountant III	40.67	42.70	44.73	42.70	44.84	46.98	44.84	47.08	49.32	47.08	49.43	51.78	49.43	51.90	54.37	51.90	54.50	57.10
SES	Accounting Clerk	22.50	23.63	24.76	23.63	24.81	25.99	24.81	26.05	27.29	26.05	27.35	28.65	27.35	28.72	30.09	28.72	30.16	31.60
SES	Accounting Specialist	32.75	34.39	36.03	34.39	36.11	37.83	36.11	37.92	39.73	37.92	39.82	41.72	39.82	41.81	43.80	41.81	43.90	45.99
SES	Accounting Technician	26.80	28.14	29.48	28.14	29.55	30.96	29.55	31.03	32.51	31.03	32.58	34.13	32.58	34.21	35.84	34.21	35.92	37.63
SES	Administrative Assistant	26.08	27.38	28.68	27.38	28.75	30.12	28.75	30.19	31.63	30.19	31.70	33.21	31.70	33.29	34.88	33.29	34.95	36.61
SES	Administrative Clerk	23.47	24.64	25.81	24.64	25.87	27.10	25.87	27.16	28.45	27.16	28.52	29.88	28.52	29.95	31.38	29.95	31.45	32.95
SES	Administrative Specialist	28.65	30.08	31.51	30.08	31.58	33.08	31.58	33.16	34.74	33.16	34.82	36.48	34.82	36.56	38.30	36.56	38.39	40.22
SES	Benefits Technician	27.35	28.72	30.09	28.72	30.16	31.60	30.16	31.67	33.18	31.67	33.25	34.83	33.25	34.91	36.57	34.91	36.66	38.41
SES	Buyer	27.99	29.39	30.79	29.39	30.86	32.33	30.86	32.40	33.94	32.40	34.02	35.64	34.02	35.72	37.42	35.72	37.51	39.30
SES	Claims Technician I	24.44	25.66	26.88	25.66	26.94	28.22	26.94	28.29	29.64	28.29	29.70	31.11	29.70	31.19	32.68	31.19	32.75	34.31
SES	Claims Technician II	27.15	28.51	29.87	28.51	29.94	31.37	29.94	31.44	32.94	31.44	33.01	34.58	33.01	34.66	36.31	34.66	36.39	38.12
SES	Custodial Service Worker	19.18	20.14	21.10	20.14	21.15	22.16	21.15	22.21	23.27	22.21	23.32	24.43	23.32	24.49	25.66	24.49	25.71	26.93
SES	Customer Service Representative	22.50	23.63	24.76	23.63	24.81	25.99	24.81	26.05	27.29	26.05	27.35	28.65	27.35	28.72	30.09	28.72	30.16	31.60
SES	Customer Service Assistant	26.08	27.38	28.68	27.38	28.75	30.12	28.75	30.19	31.63	30.19	31.70	33.21	31.70	33.29	34.88	33.29	34.95	36.61
SES	Facilities Maintenance Worker I	23.68	24.86	26.04	24.86	26.10	27.34	26.10	27.41	28.72	27.41	28.78	30.15	28.78	30.22	31.66	30.22	31.73	33.24
SES	Facilities Maintenance Worker II	26.32	27.64	28.96	27.64	29.02	30.40	29.02	30.47	31.92	30.47	31.99	33.51	31.99	33.59	35.19	33.59	35.27	36.95
SES	Financial Analyst	41.02	43.07	45.12	43.07	45.22	47.37	45.22	47.48	49.74	47.48	49.85	52.22	49.85	52.34	54.83	52.34	54.96	57.58
SES	Grants/Legislative Analyst	38.01	39.91	41.81	39.91	41.91	43.91	41.91	44.01	46.11	44.01	46.21	48.41	46.21	48.52	50.83	48.52	50.95	53.38
SES	HR Analyst I	31.96	33.56	35.16	33.56	35.24	36.92	35.24	37.00	38.76	37.00	38.85	40.70	38.85	40.79	42.73	40.79	42.83	44.87
SES	HR Analyst II	35.16	36.92	38.68	36.92	38.77	40.62	38.77	40.71	42.65	40.71	42.75	44.79	42.75	44.89	47.03	44.89	47.13	49.37
SES	Human Resources Clerk	23.68	24.86	26.04	24.86	26.10	27.34	26.10	27.41	28.72	27.41	28.78	30.15	28.78	30.22	31.66	30.22	31.73	33.24
SES	Human Resources Specialist	26.05	27.35	28.65	27.35	28.72	30.09	28.72	30.16	31.60	30.16	31.67	33.18	31.67	33.25	34.83	33.25	34.91	36.57
SES	Human Resources Technician	27.35	28.72	30.09	28.72	30.16	31.60	30.16	31.67	33.18	31.67	33.25	34.83	33.25	34.91	36.57	34.91	36.66	38.41
SES	Information Technology Project Coordinator	33.75	35.44	37.13	35.44	37.21	38.98	37.21	39.07	40.93	39.07	41.02	42.97	41.02	43.07	45.12	43.07	45.22	47.37
SES	Information Technology Support Analyst I	27.63	29.01	30.39	29.01	30.46	31.91	30.46	31.98	33.50	31.98	33.58	35.18	33.58	35.26	36.94	35.26	37.02	38.78
SES	Information Technology Support Analyst II	30.68	32.21	33.74	32.21	33.82	35.43	33.82	35.51	37.20	35.51	37.29	39.07	37.29	39.15	41.01	39.15	41.11	43.07
SES	Lead Custodial Service Worker	22.92	24.07	25.22	24.07	25.27	26.47	25.27	26.53	27.79	26.53	27.86	29.19	27.86	29.25	30.64	29.25	30.71	32.17
SES	Lead Facilities Maintenance Worker	31.56	33.14	34.72	33.14	34.80	36.46	34.80	36.54	38.28	36.54	38.37	40.20	38.37	40.29	42.21	40.29	42.30	44.31
SES	Legal Secretary	23.68	24.86	26.04	24.86	26.10	27.34	26.10	27.41	28.72	27.41	28.78	30.15	28.78	30.22	31.66	30.22	31.73	33.24
SES	Marketing Specialist	29.05	30.50	31.95	30.50	32.03	33.56	32.03	33.62	35.22	33.62	35.30	36.98	35.30	37.07	38.84	37.07	38.91	40.76
SES	Mobility Training Coordinator	30.38	31.90	33.42	31.90	33.50	35.10	33.50	35.18	36.86	35.18	36.94	38.70	36.94	38.79	40.64	38.79	40.73	42.67
SES	Paralegal I	33.89	35.58	37.27	35.58	37.36	39.14	37.36	39.23	41.10	39.23	41.19	43.15	41.19	43.25	45.31	43.25	45.41	47.57
SES	Paralegal II	37.28	39.14	41.00	39.14	41.10	43.06	41.10	43.16	45.22	43.16	45.32	47.48	45.32	47.59	49.86	47.59	49.97	52.35
SES	Paratransit Eligibility Coordinator	33.89	35.58	37.27	35.58	37.36	39.14	37.36	39.23	41.10	39.23	41.19	43.15	41.19	43.25	45.31	43.25	45.41	47.57
SES	Payroll Administrator	30.30	31.82	33.34	31.82	33.41	35.00	33.41	35.08	36.75	35.08	36.83	38.58	36.83	38.67	40.51	38.67	40.60	42.53
SES	Payroll Specialist	27.35	28.72	30.09	28.72	30.16	31.60	30.16	31.67	33.18	31.67	33.25	34.83	33.25	34.91	36.57	34.91	36.66	38.41

FY24: 5% wage increase, effective June 22, 2023/Adopted by the Board as of August 11, 2023

UNION	TITLE	Step 1	1L	1LL	Step 2	2L	2LL	Step 3	3L	3LL	Step 4	4L	4LL	Step 5	5L	5LL	Step 6	6L	6LL
SES	Planning Aide	21.83	22.92	24.01	22.92	24.07	25.22	24.07	25.27	26.47	25.27	26.53	27.79	26.53	27.86	29.19	27.86	29.25	30.64
SES	Planning Data Analyst	33.89	35.58	37.27	35.58	37.36	39.14	37.36	39.23	41.10	39.23	41.19	43.15	41.19	43.25	45.31	43.25	45.41	47.57
SES	Purchasing Agent	33.59	35.27	36.95	35.27	37.03	38.79	37.03	38.88	40.73	38.88	40.82	42.76	40.82	42.86	44.90	42.86	45.00	47.14
SES	Purchasing Assistant	30.80	32.34	33.88	32.34	33.96	35.58	33.96	35.66	37.36	35.66	37.44	39.22	37.44	39.31	41.18	39.31	41.28	43.25
SES	Revenue Account Coordinator	23.61	24.79	25.97	24.79	26.03	27.27	26.03	27.33	28.63	27.33	28.70	30.07	28.70	30.14	31.58	30.14	31.65	33.16
SES	Revenue Collection Clerk	21.24	22.30	23.36	22.30	23.42	24.54	23.42	24.59	25.76	24.59	25.82	27.05	25.82	27.11	28.40	27.11	28.47	29.83
SES	Safety and Training Program Specialist I	39.55	41.53	43.51	41.53	43.61	45.69	43.61	45.79	47.97	45.79	48.08	50.37	48.08	50.48	52.88	50.48	53.00	55.52
SES	Safety and Training Program Specialist II	43.98	46.18	48.38	46.18	48.49	50.80	48.49	50.91	53.33	50.91	53.46	56.01	53.46	56.13	58.80	56.13	58.94	61.75
SES	Scheduling Analyst	33.89	35.58	37.27	35.58	37.36	39.14	37.36	39.23	41.10	39.23	41.19	43.15	41.19	43.25	45.31	43.25	45.41	47.57
SES	Senior Accounting Technician	29.79	31.28	32.77	31.28	32.84	34.40	32.84	34.48	36.12	34.48	36.20	37.92	36.20	38.01	39.82	38.01	39.91	41.81
SES	Senior Customer Service Representative	27.01	28.36	29.71	28.36	29.78	31.20	29.78	31.27	32.76	31.27	32.83	34.39	32.83	34.47	36.11	34.47	36.19	37.91
SES	Senior Financial Analyst	45.11	47.37	49.63	47.37	49.74	52.11	49.74	52.23	54.72	52.23	54.84	57.45	54.84	57.58	60.32	57.58	60.46	63.34
SES	Senior Systems Administrator	50.89	53.43	55.97	53.43	56.10	58.77	56.10	58.91	61.72	58.91	61.86	64.81	61.86	64.95	68.04	64.95	68.20	71.45
SES	Senior Transportation Planner	45.63	47.91	50.19	47.91	50.31	52.71	50.31	52.83	55.35	52.83	55.47	58.11	55.47	58.24	61.01	58.24	61.15	64.06
SES	Systems Administrator	46.25	48.56	50.87	48.56	50.99	53.42	50.99	53.54	56.09	53.54	56.22	58.90	56.22	59.03	61.84	59.03	61.98	64.93
SES	Transportation Planner I	34.22	35.93	37.64	35.93	37.73	39.53	37.73	39.62	41.51	39.62	41.60	43.58	41.60	43.68	45.76	43.68	45.86	48.04
SES	Transportation Planner II	38.01	39.91	41.81	39.91	41.91	43.91	41.91	44.01	46.11	44.01	46.21	48.41	46.21	48.52	50.83	48.52	50.95	53.38
SEV	Electronic Technician	35.16	36.92	38.68	36.92	38.77	40.62	38.77	40.71	42.65	40.71	42.75	44.79	42.75	44.89	47.03	44.89	47.13	49.37
SEV	Lead Mechanic	36.82	38.66	40.50	38.66	40.59	42.52	40.59	42.62	44.65	42.62	44.75	46.88	44.75	46.99	49.23	46.99	49.34	51.69
SEV	Lead Parts and Materials Clerk	30.24	31.75	33.26	31.75	33.34	34.93	33.34	35.01	36.68	35.01	36.76	38.51	36.76	38.60	40.44	38.60	40.53	42.46
SEV	Lead Vehicle Service Worker	25.32	26.59	27.86	26.59	27.92	29.25	27.92	29.32	30.72	29.32	30.79	32.26	30.79	32.33	33.87	32.33	33.95	35.57
SEV	Mechanic I	27.61	28.99	30.37	28.99	30.44	31.89	30.44	31.96	33.48	31.96	33.56	35.16	33.56	35.24	36.92	35.24	37.00	38.76
SEV	Mechanic II	30.68	32.21	33.74	32.21	33.82	35.43	33.82	35.51	37.20	35.51	37.29	39.07	37.29	39.15	41.01	39.15	41.11	43.07
SEV	Mechanic III	33.75	35.44	37.13	35.44	37.21	38.98	37.21	39.07	40.93	39.07	41.02	42.97	41.02	43.07	45.12	43.07	45.22	47.37
SEV	Parts and Materials Clerk	25.21	26.47	27.73	26.47	27.79	29.11	27.79	29.18	30.57	29.18	30.64	32.10	30.64	32.17	33.70	32.17	33.78	35.39
SEV	Upholsterer I	25.32	26.59	27.86	26.59	27.92	29.25	27.92	29.32	30.72	29.32	30.79	32.26	30.79	32.33	33.87	32.33	33.95	35.57
SEV	Upholsterer II	27.84	29.23	30.62	29.23	30.69	32.15	30.69	32.22	33.75	32.22	33.83	35.44	33.83	35.52	37.21	35.52	37.30	39.08
SEV	Vehicle Body Repair Mechanic	27.84	29.23	30.62	29.23	30.69	32.15	30.69	32.22	33.75	32.22	33.83	35.44	33.83	35.52	37.21	35.52	37.30	39.08
SEV	Vehicle Service Detailer	23.18	24.34	25.50	24.34	25.56	26.78	25.56	26.84	28.12	26.84	28.18	29.52	28.18	29.59	31.00	29.59	31.07	32.55
SEV	Vehicle Service Worker I	18.97	19.92	20.87	19.92	20.92	21.92	20.92	21.97	23.02	21.97	23.07	24.17	23.07	24.22	25.37	24.22	25.43	26.64
SEV	Vehicle Service Worker II	21.15	22.21	23.27	22.21	23.32	24.43	23.32	24.49	25.66	24.49	25.71	26.93	25.71	27.00	28.29	27.00	28.35	29.70

Special Handling - filled positions as of 10/26/2019

UNION	TITLE	Step 1	1L	1LL	Step 2	2L	2LL	Step 3	3L	3LL	Step 4	4L	4LL	Step 5	5L	5LL	Step 6	6L	6LL
SES	Planning Data Analyst	34.35	36.07	37.79	36.07	37.87	39.67	37.87	39.76	41.65	39.76	41.75	43.74	41.75	43.84	45.93	43.84	46.03	48.22
SEV	Mechanic I	28.07	29.47	30.87	29.47	30.94	32.41	30.94	32.49	34.04	32.49	34.11	35.73	34.11	35.82	37.53	35.82	37.61	39.40
SEV	Vehicle Service Worker I	19.20	20.16	21.12	20.16	21.17	22.18	21.17	22.23	23.29	22.23	23.34	24.45	23.34	24.51	25.68	24.51	25.74	26.97

Longevity Pay is based only on length of service.

Notes: * Adding Customer Service Assistant to the SEA Chapter. Position and wage approved on BOD 06.26.2020. Adding HR Analyst I to the SEA Chapter. Position and wage approved on BOD 01.28.2022. Adding IT Project Coordinator to the SEA Chapter. Position and wage approved on BOD 03.25.2022. Adding Mobility Training Coordinator. Position and wage approved on BOD 06.24.2022. Adding Accountant III. Position and wage approved on BOD 09.23.2022. Adding Maintenance Trainer. Position and wage approved on BOD 02.24.2023. Adding Payroll Administrator and Payroll Supervisor. Positions and wages approved on BOD 10.27.2023. Adding Marketing Specialist Position and wages approved on BOD 12.15.2023.

APPENDIX B

as of June 20, 2024

FY25: 4% wage increase, effective June 20, 2024/Adopted by the Board as of August 11, 2023

UNION	TITLE	Step 1	1L	1LL	Step 2	2L	2LL	Step 3	3L		3LL	Step 4	4L	4LL	Step 5	5L	5LL	Step 6	6L	6LL
SEP	Administrative Supervisor	34.56	36.29	38.02	36.29	38.10	39.91	38.10	40.01		41.92	40.01	42.01	44.01	42.01	44.11	46.21	44.11	46.32	48.53
SEP	Assistant Safety & Training Coordinator	37.74	39.63	41.52	39.63	41.61	43.59	41.61	43.69		45.77	43.69	45.87	48.05	45.87	48.16	50.45	48.16	50.57	52.98
SEP	Custodial Supervisor	26.81	28.15	29.49	28.15	29.56	30.97	29.56	31.04		32.52	31.04	32.59	34.14	32.59	34.22	35.85	34.22	35.93	37.64
SEP	Customer Service Supervisor	31.60	33.18	34.76	33.18	34.84	36.50	34.84	36.58		38.32	36.58	38.41	40.24	38.41	40.33	42.25	40.33	42.35	44.37
SEP	Facilities Maintenance Supervisor	36.94	38.79	40.64	38.79	40.73	42.67	40.73	42.77		44.81	42.77	44.91	47.05	44.91	47.16	49.41	47.16	49.52	51.88
SEP	Fleet Maintenance Supervisor	44.37	46.59	48.81	46.59	48.92	51.25	48.92	51.37		53.82	51.37	53.94	56.51	53.94	56.64	59.34	56.64	59.47	62.30
SEP	Maintenance Trainer	37.74	39.63	41.52	39.63	41.61	43.59	41.61	43.69		45.77	43.69	45.87	48.05	45.87	48.16	50.45	48.16	50.57	52.98
SEP	Parts and Materials Supervisor	35.39	37.16	38.93	37.16	39.02	40.88	39.02	40.97		42.92	40.97	43.02	45.07	43.02	45.17	47.32	45.17	47.43	49.69
SEP	Payroll Supervisor	40.16	42.17	44.18	42.17	44.28	46.39	44.28	46.49		48.70	46.49	48.81	51.13	48.81	51.25	53.69	51.25	53.81	56.37
SEP	Revenue Collection Supervisor	29.84	31.33	32.82	31.33	32.90	34.47	32.90	34.55		36.20	34.55	36.28	38.01	36.28	38.09	39.90	38.09	39.99	41.89
SEP	Safety & Training Coordinator	40.80	42.84	44.88	42.84	44.98	47.12	44.98	47.23		49.48	47.23	49.59	51.95	49.59	52.07	54.55	52.07	54.67	57.27
SEP	Transit Supervisor	36.57	38.40	40.23	38.40	40.32	42.24	40.32	42.34		44.36	42.34	44.46	46.58	44.46	46.68	48.90	46.68	49.01	51.34
SEP	Transportation Planning Supervisor	53.38	56.05	58.72	56.05	58.85	61.65	58.85	61.79		64.73	61.79	64.88	67.97	64.88	68.12	71.36	68.12	71.53	74.94
SES	Accountant I	35.25	37.01	38.77	37.01	38.86	40.71	38.86	40.80		42.74	40.80	42.84	44.88	42.84	44.98	47.12	44.98	47.23	49.48
SES	Accountant II	38.77	40.71	42.65	40.71	42.75	44.79	42.75	44.89		47.03	44.89	47.13	49.37	47.13	49.49	51.85	49.49	51.96	54.43
SES	Accountant III	42.30	44.42	46.54	44.42	46.64	48.86	46.64	48.97		51.30	48.97	51.42	53.87	51.42	53.99	56.56	53.99	56.69	59.39
SES	Accounting Clerk	23.40	24.57	25.74	24.57	25.80	27.03	25.80	27.09		28.38	27.09	28.44	29.79	28.44	29.86	31.28	29.86	31.35	32.84
SES	Accounting Specialist	34.06	35.76	37.46	35.76	37.55	39.34	37.55	39.43		41.31	39.43	41.40	43.37	41.40	43.47	45.54	43.47	45.64	47.81
SES	Accounting Technician	27.87	29.26	30.65	29.26	30.72	32.18	30.72	32.26		33.80	32.26	33.87	35.48	33.87	35.56	37.25	35.56	37.34	39.12
SES	Administrative Assistant	27.12	28.48	29.84	28.48	29.90	31.32	29.90	31.40		32.90	31.40	32.97	34.54	32.97	34.62	36.27	34.62	36.35	38.08
SES	Administrative Clerk	24.41	25.63	26.85	25.63	26.91	28.19	26.91	28.26		29.61	28.26	29.67	31.08	29.67	31.15	32.63	31.15	32.71	34.27
SES	Administrative Specialist	29.80	31.29	32.78	31.29	32.85	34.41	32.85	34.49		36.13	34.49	36.21	37.93	36.21	38.02	39.83	38.02	39.92	41.82
SES	Benefits Technician	28.44	29.86	31.28	29.86	31.35	32.84	31.35	32.92		34.49	32.92	34.57	36.22	34.57	36.30	38.03	36.30	38.12	39.94
SES	Buyer	29.11	30.57	32.03	30.57	32.10	33.63	32.10	33.71		35.32	33.71	35.40	37.09	35.40	37.17	38.94	37.17	39.03	40.89
SES	Claims Technician I	25.42	26.69	27.96	26.69	28.02	29.35	28.02	29.42		30.82	29.42	30.89	32.36	30.89	32.43	33.97	32.43	34.05	35.67
SES	Claims Technician II	28.24	29.65	31.06	29.65	31.13	32.61	31.13	32.69		34.25	32.69	34.32	35.95	34.32	36.04	37.76	36.04	37.84	39.64
SES	Custodial Service Worker	19.95	20.95	21.95	20.95	22.00	23.05	22.00	23.10		24.20	23.10	24.26	25.42	24.26	25.47	26.68	25.47	26.74	28.01
SES	Customer Service Representative	23.40	24.57	25.74	24.57	25.80	27.03	25.80	27.09		28.38	27.09	28.44	29.79	28.44	29.86	31.28	29.86	31.35	32.84
SES	Customer Service Assistant	27.12	28.48	29.84	28.48	29.90	31.32	29.90	31.40		32.90	31.40	32.97	34.54	32.97	34.62	36.27	34.62	36.35	38.08
SES	Facilities Maintenance Worker I	24.63	25.86	27.09	25.86	27.15	28.44	27.15	28.51		29.87	28.51	29.94	31.37	29.94	31.44	32.94	31.44	33.01	34.58
SES	Facilities Maintenance Worker II	27.37	28.74	30.11	28.74	30.18	31.62	30.18	31.69		33.20	31.69	33.27	34.85	33.27	34.93	36.59	34.93	36.68	38.43
SES	Financial Analyst	42.66	44.79	46.92	44.79	47.03	49.27	47.03	49.38		51.73	49.38	51.85	54.32	51.85	54.44	57.03	54.44	57.16	59.88
SES	Grants/Legislative Analyst	39.53	41.51	43.49	41.51	43.59	45.67	43.59	45.77		47.95	45.77	48.06	50.35	48.06	50.46	52.86	50.46	52.98	55.50
SES	HR Analyst I	33.24	34.90	36.56	34.90	36.65	38.40	36.65	38.48		40.31	38.48	40.40	42.32	40.40	42.42	44.44	42.42	44.54	46.66
SES	HR Analyst II	36.57	38.40	40.23	38.40	40.32	42.24	40.32	42.34		44.36	42.34	44.46	46.58	44.46	46.68	48.90	46.68	49.01	51.34
SES	Human Resources Clerk	24.63	25.86	27.09	25.86	27.15	28.44	27.15	28.51		29.87	28.51	29.94	31.37	29.94	31.44	32.94	31.44	33.01	34.58
SES	Human Resources Specialist	27.09	28.44	29.79	28.44	29.86	31.28	29.86	31.35		32.84	31.35	32.92	34.49	32.92	34.57	36.22	34.57	36.30	38.03
SES	Human Resources Technician	28.44	29.86	31.28	29.86	31.35	32.84	31.35	32.92		34.49	32.92	34.57	36.22	34.57	36.30	38.03	36.30	38.12	39.94
SES	Information Technology Project Coordinator	35.10	36.86	38.62	36.86	38.70	40.54	38.70	40.64		42.58	40.64	42.67	44.70	42.67	44.80	46.93	44.80	47.04	49.28
SES	Information Technology Support Analyst I	28.74	30.18	31.62	30.18	31.69	33.20	31.69	33.27		34.85	33.27	34.93	36.59	34.93	36.68	38.43	36.68	38.51	40.34
SES	Information Technology Support Analyst II	31.91	33.51	35.11	33.51	35.19	36.87	35.19	36.95		38.71	36.95	38.80	40.65	38.80	40.74	42.68	40.74	42.78	44.82
SES	Lead Custodial Service Worker	23.84	25.03	26.22	25.03	26.28	27.53	26.28	27.59		28.90	27.59	28.97	30.35	28.97	30.42	31.87	30.42	31.94	33.46
SES	Lead Facilities Maintenance Worker	32.82	34.46	36.10	34.46	36.18	37.90	36.18	37.99		39.80	37.99	39.89	41.79	39.89	41.88	43.87	41.88	43.97	46.06
SES	Legal Secretary	24.63	25.86	27.09	25.86	27.15	28.44	27.15	28.51		29.87	28.51	29.94	31.37	29.94	31.44	32.94	31.44	33.01	34.58
SES	Marketing Specialist	30.21	31.72	33.23	31.72	33.31	34.90	33.31	34.98		36.65	34.98	36.73	38.48	36.73	38.57	40.41	38.57	40.50	42.43
SES	Mobility Training Coordinator	31.60	33.18	34.76	33.18	34.84	36.50	34.84	36.58		38.32	36.58	38.41	40.24	38.41	40.33	42.25	40.33	42.35	44.37
SES	Paralegal I	35.25	37.01	38.77	37.01	38.86	40.71	38.86	40.80		42.74	40.80	42.84	44.88	42.84	44.98	47.12	44.98	47.23	49.48
SES	Paralegal II	38.77	40.71	42.65	40.71	42.75	44.79	42.75	44.89		47.03	44.89	47.13	49.37	47.13	49.49	51.85	49.49	5	

FY25: 4% wage increase, effective June 20, 2024/Adopted by the Board as of August 11, 2023

UNION	TITLE	Step 1	1L	1LL	Step 2	2L	2LL	Step 3	3L	3LL	Step 4	4L	4LL	Step 5	5L	5LL	Step 6	6L	6LL
SES	Planning Aide	22.70	23.84	24.98	23.84	25.03	26.22	25.03	26.28	27.53	26.28	27.59	28.90	27.59	28.97	30.35	28.97	30.42	31.87
SES	Planning Data Analyst	35.25	37.01	38.77	37.01	38.86	40.71	38.86	40.80	42.74	40.80	42.84	44.88	42.84	44.98	47.12	44.98	47.23	49.48
SES	Purchasing Agent	34.93	36.68	38.43	36.68	38.51	40.34	38.51	40.44	42.37	40.44	42.46	44.48	42.46	44.58	46.70	44.58	46.81	49.04
SES	Purchasing Assistant	32.03	33.63	35.23	33.63	35.31	36.99	35.31	37.08	38.85	37.08	38.93	40.78	38.93	40.88	42.83	40.88	42.92	44.96
SES	Revenue Account Coordinator	24.55	25.78	27.01	25.78	27.07	28.36	27.07	28.42	29.77	28.42	29.84	31.26	29.84	31.33	32.82	31.33	32.90	34.47
SES	Revenue Collection Clerk	22.09	23.19	24.29	23.19	24.35	25.51	24.35	25.57	26.79	25.57	26.85	28.13	26.85	28.19	29.53	28.19	29.60	31.01
SES	Safety and Training Program Specialist I	41.13	43.19	45.25	43.19	45.35	47.51	45.35	47.62	49.89	47.62	50.00	52.38	50.00	52.50	55.00	52.50	55.13	57.76
SES	Safety and Training Program Specialist II	45.74	48.03	50.32	48.03	50.43	52.83	50.43	52.95	55.47	52.95	55.60	58.25	55.60	58.38	61.16	58.38	61.30	64.22
SES	Scheduling Analyst	35.25	37.01	38.77	37.01	38.86	40.71	38.86	40.80	42.74	40.80	42.84	44.88	42.84	44.98	47.12	44.98	47.23	49.48
SES	Senior Accounting Technician	30.98	32.53	34.08	32.53	34.16	35.79	34.16	35.87	37.58	35.87	37.66	39.45	37.66	39.54	41.42	39.54	41.52	43.50
SES	Senior Customer Service Representative	28.09	29.49	30.89	29.49	30.96	32.43	30.96	32.51	34.06	32.51	34.14	35.77	34.14	35.85	37.56	35.85	37.64	39.43
SES	Senior Financial Analyst	46.91	49.26	51.61	49.26	51.72	54.18	51.72	54.31	56.90	54.31	57.03	59.75	57.03	59.88	62.73	59.88	62.87	65.86
SES	Senior Systems Administrator	52.93	55.58	58.23	55.58	58.36	61.14	58.36	61.28	64.20	61.28	64.34	67.40	64.34	67.56	70.78	67.56	70.94	74.32
SES	Senior Transportation Planner	47.46	49.83	52.20	49.83	52.32	54.81	52.32	54.94	57.56	54.94	57.69	60.44	57.69	60.57	63.45	60.57	63.60	66.63
SES	Systems Administrator	48.10	50.51	52.92	50.51	53.04	55.57	53.04	55.69	58.34	55.69	58.47	61.25	58.47	61.39	64.31	61.39	64.46	67.53
SES	Transportation Planner I	35.59	37.37	39.15	37.37	39.24	41.11	39.24	41.20	43.16	41.20	43.26	45.32	43.26	45.42	47.58	45.42	47.69	49.96
SES	Transportation Planner II	39.53	41.51	43.49	41.51	43.59	45.67	43.59	45.77	47.95	45.77	48.06	50.35	48.06	50.46	52.86	50.46	52.98	55.50
SEV	Electronic Technician	36.57	38.40	40.23	38.40	40.32	42.24	40.32	42.34	44.36	42.34	44.46	46.58	44.46	46.68	48.90	46.68	49.01	51.34
SEV	Lead Mechanic	39.44	41.41	43.38	41.41	43.48	45.55	43.48	45.65	47.82	45.65	47.93	50.21	47.93	50.33	52.73	50.33	52.85	55.37
SEV	Lead Parts and Materials Clerk	31.45	33.02	34.59	33.02	34.67	36.32	34.67	36.40	38.13	36.40	38.22	40.04	38.22	40.13	42.04	40.13	42.14	44.15
SEV	Lead Vehicle Service Worker	26.33	27.65	28.97	27.65	29.03	30.41	29.03	30.48	31.93	30.48	32.00	33.52	32.00	33.60	35.20	33.60	35.28	36.96
SEV	Mechanic I	29.58	31.06	32.54	31.06	32.61	34.16	32.61	34.24	35.87	34.24	35.95	37.66	35.95	37.75	39.55	37.75	39.64	41.53
SEV	Mechanic II	32.87	34.51	36.15	34.51	36.24	37.97	36.24	38.05	39.86	38.05	39.95	41.85	39.95	41.95	43.95	41.95	44.05	46.15
SEV	Mechanic III	36.16	37.97	39.78	37.97	39.87	41.77	39.87	41.86	43.85	41.86	43.95	46.04	43.95	46.15	48.35	46.15	48.46	50.77
SEV	Parts and Materials Clerk	26.22	27.53	28.84	27.53	28.91	30.29	28.91	30.36	31.81	30.36	31.88	33.40	31.88	33.47	35.06	33.47	35.14	36.81
SEV	Upholsterer I	26.33	27.65	28.97	27.65	29.03	30.41	29.03	30.48	31.93	30.48	32.00	33.52	32.00	33.60	35.20	33.60	35.28	36.96
SEV	Upholsterer II	28.95	30.40	31.85	30.40	31.92	33.44	31.92	33.52	35.12	33.52	35.20	36.88	35.20	36.96	38.72	36.96	38.81	40.66
SEV	Vehicle Body Repair Mechanic	28.95	30.40	31.85	30.40	31.92	33.44	31.92	33.52	35.12	33.52	35.20	36.88	35.20	36.96	38.72	36.96	38.81	40.66
SEV	Vehicle Service Detailer	24.11	25.32	26.53	25.32	26.59	27.86	26.59	27.92	29.25	27.92	29.32	30.72	29.32	30.79	32.26	30.79	32.33	33.87
SEV	Vehicle Service Worker I	19.73	20.72	21.71	20.72	21.76	22.80	21.76	22.85	23.94	22.85	23.99	25.13	23.99	25.19	26.39	25.19	26.45	27.71
SEV	Vehicle Service Worker II	22.00	23.10	24.20	23.10	24.26	25.42	24.26	25.47	26.68	25.47	26.74	28.01	26.74	28.08	29.42	28.08	29.48	30.88

Special Handling - filled positions as of 10/26/2019

UNION	TITLE	Step 1	1L	1LL	Step 2	2L	2LL	Step 3	3L	3LL	Step 4	4L	4LL	Step 5	5L	5LL	Step 6	6L	6LL
SES	Planning Data Analyst	35.72	37.51	39.30	37.51	39.39	41.27	39.39	41.36	43.33	41.36	43.43	45.50	43.43	45.60	47.77	45.60	47.88	50.16
SEV	Mechanic I	30.07	31.57	33.07	31.57	33.15	34.73	33.15	34.81	36.47	34.81	36.55	38.29	36.55	38.38	40.21	38.38	40.30	42.22
SEV	Vehicle Service Worker I	19.97	20.97	21.97	20.97	22.02	23.07	22.02	23.12	24.22	23.12	24.28	25.44	24.28	25.49	26.70	25.49	26.76	28.03

Longevity Pay is based only on length of service.

Notes: * Adding Customer Service Assistant to the SEA Chapter. Position and wage approved on BOD 06.26.2020. Adding HR Analyst I to the SEA Chapter. Position and wage approved on BOD 01.28.2022. Adding IT Project Coordinator to the SEA Chapter. Position and wage approved on BOD 03.25.2022. Adding Mobility Training Coordinator. Position and wage approved on BOD 06.24.2022. Adding Accountant III. Position and wage approved on BOD 09.23.2022. Adding Maintenance Trainer. Position and wage approved on BOD 02.24.2023. Adding Payroll Administrator and Payroll Supervisor. Positions and wages approved on BOD 10.27.2023. Adding Marketing Specialist Position and wages approved on BOD 12.15.2023.

APPENDIX C

as of June 19, 2025

FY26: 4% wage increase, effective June 19, 2025/Adopted by the Board as of August 11, 2023

UNION	TITLE	Step 1	1L	1LL	Step 2	2L	2LL	Step 3	3L	3LL	Step 4	4L	4LL	Step 5	5L	5LL	Step 6	6L	6LL
SEP	Administrative Supervisor	35.94	37.74	39.54	37.74	39.63	41.52	39.63	41.61	43.59	41.61	43.69	45.77	43.69	45.87	48.05	45.87	48.16	50.45
SEP	Assistant Safety & Training Coordinator	39.25	41.21	43.17	41.21	43.27	45.33	43.27	45.43	47.59	45.43	47.70	49.97	47.70	50.09	52.48	50.09	52.59	55.09
SEP	Custodial Supervisor	27.88	29.27	30.66	29.27	30.73	32.19	30.73	32.27	33.81	32.27	33.88	35.49	33.88	35.57	37.26	35.57	37.35	39.13
SEP	Customer Service Supervisor	32.86	34.50	36.14	34.50	36.23	37.96	36.23	38.04	39.85	38.04	39.94	41.84	39.94	41.94	43.94	41.94	44.04	46.14
SEP	Facilities Maintenance Supervisor	38.42	40.34	42.26	40.34	42.36	44.38	42.36	44.48	46.60	44.48	46.70	48.92	46.70	49.04	51.38	49.04	51.49	53.94
SEP	Fleet Maintenance Supervisor	46.14	48.45	50.76	48.45	50.87	53.29	50.87	53.41	55.95	53.41	56.08	58.75	56.08	58.88	61.68	58.88	61.82	64.76
SEP	Maintenance Trainer	39.25	41.21	43.17	41.21	43.27	45.33	43.27	45.43	47.59	45.43	47.70	49.97	47.70	50.09	52.48	50.09	52.59	55.09
SEP	Parts and Materials Supervisor	36.81	38.65	40.49	38.65	40.58	42.51	40.58	42.61	44.64	42.61	44.74	46.87	44.74	46.98	49.22	46.98	49.33	51.68
SEP	Payroll Supervisor	41.77	43.86	45.95	43.86	46.05	48.24	46.05	48.35	50.65	48.35	50.77	53.19	50.77	53.31	55.85	53.31	55.98	58.65
SEP	Revenue Collection Supervisor	31.03	32.58	34.13	32.58	34.21	35.84	34.21	35.92	37.63	35.92	37.72	39.52	37.72	39.61	41.50	39.61	41.59	43.57
SEP	Safety & Training Coordinator	42.43	44.55	46.67	44.55	46.78	49.01	46.78	49.12	51.46	49.12	51.58	54.04	51.58	54.16	56.74	54.16	56.87	59.58
SEP	Transit Supervisor	38.03	39.93	41.83	39.93	41.93	43.93	41.93	44.03	46.13	44.03	46.23	48.43	46.23	48.54	50.85	48.54	50.97	53.40
SEP	Transportation Planning Supervisor	55.52	58.30	61.08	58.30	61.22	64.14	61.22	64.28	67.34	64.28	67.49	70.70	67.49	70.86	74.23	70.86	74.40	77.94
SES	Accountant I	36.66	38.49	40.32	38.49	40.41	42.33	40.41	42.43	44.45	42.43	44.55	46.67	44.55	46.78	49.01	46.78	49.12	51.46
SES	Accountant II	40.32	42.34	44.36	42.34	44.46	46.58	44.46	46.68	48.90	46.68	49.01	51.34	49.01	51.46	53.91	51.46	54.03	56.60
SES	Accountant III	43.99	46.19	48.39	46.19	48.50	50.81	48.50	50.93	53.36	50.93	53.48	56.03	53.48	56.15	58.82	56.15	58.96	61.77
SES	Accounting Clerk	24.34	25.56	26.78	25.56	26.84	28.12	26.84	28.18	29.52	28.18	29.59	31.00	29.59	31.07	32.55	31.07	32.62	34.17
SES	Accounting Specialist	35.42	37.19	38.96	37.19	39.05	40.91	39.05	41.00	42.95	41.00	43.05	45.10	43.05	45.20	47.35	45.20	47.46	49.72
SES	Accounting Technician	28.98	30.43	31.88	30.43	31.95	33.47	31.95	33.55	35.15	33.55	35.23	36.91	35.23	36.99	38.75	36.99	38.84	40.69
SES	Administrative Assistant	28.20	29.61	31.02	29.61	31.09	32.57	31.09	32.64	34.19	32.64	34.27	35.90	34.27	35.98	37.69	35.98	37.78	39.58
SES	Administrative Clerk	25.39	26.66	27.93	26.66	27.99	29.32	27.99	29.39	30.79	29.39	30.86	32.33	30.86	32.40	33.94	32.40	34.02	35.64
SES	Administrative Specialist	30.99	32.54	34.09	32.54	34.17	35.80	34.17	35.88	37.59	35.88	37.67	39.46	37.67	39.55	41.43	39.55	41.53	43.51
SES	Benefits Technician	29.58	31.06	32.54	31.06	32.61	34.16	32.61	34.24	35.87	34.24	35.95	37.66	35.95	37.75	39.55	37.75	39.64	41.53
SES	Buyer	30.27	31.78	33.29	31.78	33.37	34.96	33.37	35.04	36.71	35.04	36.79	38.54	36.79	38.63	40.47	38.63	40.56	42.49
SES	Claims Technician I	26.44	27.76	29.08	27.76	29.15	30.54	29.15	30.61	32.07	30.61	32.14	33.67	32.14	33.75	35.36	33.75	35.44	37.13
SES	Claims Technician II	29.37	30.84	32.31	30.84	32.38	33.92	32.38	34.00	35.62	34.00	35.70	37.40	35.70	37.49	39.28	37.49	39.36	41.23
SES	Custodial Service Worker	20.75	21.79	22.83	21.79	22.88	23.97	22.88	24.02	25.16	24.02	25.22	26.42	25.22	26.48	27.74	26.48	27.80	29.12
SES	Customer Service Representative	24.34	25.56	26.78	25.56	26.84	28.12	26.84	28.18	29.52	28.18	29.59	31.00	29.59	31.07	32.55	31.07	32.62	34.17
SES	Customer Service Assistant	28.20	29.61	31.02	29.61	31.09	32.57	31.09	32.64	34.19	32.64	34.27	35.90	34.27	35.98	37.69	35.98	37.78	39.58
SES	Facilities Maintenance Worker I	25.62	26.90	28.18	26.90	28.25	29.60	28.25	29.66	31.07	29.66	31.14	32.62	31.14	32.70	34.26	32.70	34.34	35.98
SES	Facilities Maintenance Worker II	28.46	29.88	31.30	29.88	31.37	32.86	31.37	32.94	34.51	32.94	34.59	36.24	34.59	36.32	38.05	36.32	38.14	39.96
SES	Financial Analyst	44.37	46.59	48.81	46.59	48.92	51.25	48.92	51.37	53.82	51.37	53.94	56.51	53.94	56.64	59.34	56.64	59.47	62.30
SES	Grants/Legislative Analyst	41.11	43.17	45.23	43.17	45.33	47.49	45.33	47.60	49.87	47.60	49.98	52.36	49.98	52.48	54.98	52.48	55.10	57.72
SES	HR Analyst I	34.57	36.30	38.03	36.30	38.12	39.94	38.12	40.03	41.94	40.03	42.03	44.03	42.03	44.13	46.23	44.13	46.34	48.55
SES	HR Analyst II	38.03	39.93	41.83	39.93	41.93	43.93	41.93	44.03	46.13	44.03	46.23	48.43	46.23	48.54	50.85	48.54	50.97	53.40
SES	Human Resources Clerk	25.62	26.90	28.18	26.90	28.25	29.60	28.25	29.66	31.07	29.66	31.14	32.62	31.14	32.70	34.26	32.70	34.34	35.98
SES	Human Resources Specialist	28.17	29.58	30.99	29.58	31.06	32.54	31.06	32.61	34.16	32.61	34.24	35.87	34.24	35.95	37.66	35.95	37.75	39.55
SES	Human Resources Technician	29.58	31.06	32.54	31.06	32.61	34.16	32.61	34.24	35.87	34.24	35.95	37.66	35.95	37.75	39.55	37.75	39.64	41.53
SES	Information Technology Project Coordinator	36.50	38.33	40.16	38.33	40.25	42.17	40.25	42.26	44.27	42.26	44.37	46.48	44.37	46.59	48.81	46.59	48.92	51.25
SES	Information Technology Support Analyst I	29.89	31.38	32.87	31.38	32.95	34.52	32.95	34.60	36.25	34.60	36.33	38.06	36.33	38.15	39.97	38.15	40.06	41.97
SES	Information Technology Support Analyst II	33.19	34.85	36.51	34.85	36.59	38.33	36.59	38.42	40.25	38.42	40.34	42.26	40.34	42.36	44.38	42.36	44.48	46.60
SES	Lead Custodial Service Worker	24.79	26.03	27.27	26.03	27.33	28.63	27.33	28.70	30.07	28.70	30.14	31.58	30.14	31.65	33.16	31.65	33.23	34.81
SES	Lead Facilities Maintenance Worker	34.13	35.84	37.55	35.84	37.63	39.42	37.63	39.51	41.39	39.51	41.49	43.47	41.49	43.56	45.63	43.56	45.74	47.92
SES	Legal Secretary	25.62	26.90	28.18	26.90	28.25	29.60	28.25	29.66	31.07	29.66	31.14	32.62	31.14	32.70	34.26	32.70	34.34	35.98
SES	Marketing Specialist	31.42	32.99	34.56	32.99	34.64	36.29	34.64	36.37	38.10	36.37	38.19	40.01	38.19	40.10	42.01	40.10	42.11	44.12
SES	Mobility Training Coordinator	32.86	34.50	36.14	34.50	36.23	37.96	36.23	38.04	39.85	38.04	39.94	41.84	39.94	41.94	43.94	41.94	44.04	46.14
SES	Paralegal I	36.66	38.49	40.32	38.49	40.41	42.33	40.41	42.43	44.45	42.43	44.55	46.67	44.55	46.78	49.01	46.78	49.12	51.46
SES	Paralegal II	40.32	42.34	44.36	42.34	44.46	46.58	44.46	46.68	48.90	46.68	49.01	51.34	49.01	51.46	53.91	51.46	54.03	56.60
SES	Paratransit Eligibility Coordinator	36.66	38.49	40.32	38.49	40.41	42.33	40.41	42.43	44.45	42.43	44.55	46.67	44.55	46.78	49.01	46.78	49.12	51.46
SES	Payroll Administrator	32.77	34.41	36.05	34.41	36.13	37.85	36.13	37.94	39.75	37.94	39.84	41.74	39.84	41.83	43.82	41.83	43.92	46.01
SES	Payroll Specialist	29.58	31.06	32.54	31.06	32.61	34.16	32.61	34.24	35.87	34.24	35.95	37.66	35.95	37.75	39.55	37.75	39.64	41.53

FY26: 4% wage increase, effective June 19, 2025/Adopted by the Board as of August 11, 2023

UNION	TITLE	Step 1	1L	1LL	Step 2	2L	2LL	Step 3	3L	3LL	Step 4	4L	4LL	Step 5	5L	5LL	Step 6	6L	6LL
SES	Planning Aide	23.61	24.79	25.97	24.79	26.03	27.27	26.03	27.33	28.63	27.33	28.70	30.07	28.70	30.14	31.58	30.14	31.65	33.16
SES	Planning Data Analyst	36.66	38.49	40.32	38.49	40.41	42.33	40.41	42.43	44.45	42.43	44.55	46.67	44.55	46.78	49.01	46.78	49.12	51.46
SES	Purchasing Agent	36.33	38.15	39.97	38.15	40.06	41.97	40.06	42.06	44.06	42.06	44.16	46.26	44.16	46.37	48.58	46.37	48.69	51.01
SES	Purchasing Assistant	33.31	34.98	36.65	34.98	36.73	38.48	36.73	38.57	40.41	38.57	40.50	42.43	40.50	42.53	44.56	42.53	44.66	46.79
SES	Revenue Account Coordinator	25.53	26.81	28.09	26.81	28.15	29.49	28.15	29.56	30.97	29.56	31.04	32.52	31.04	32.59	34.14	32.59	34.22	35.85
SES	Revenue Collection Clerk	22.97	24.12	25.27	24.12	25.33	26.54	25.33	26.60	27.87	26.60	27.93	29.26	27.93	29.33	30.73	29.33	30.80	32.27
SES	Safety and Training Program Specialist I	42.78	44.92	47.06	44.92	47.17	49.42	47.17	49.53	51.89	49.53	52.01	54.49	52.01	54.61	57.21	54.61	57.34	60.07
SES	Safety and Training Program Specialist II	47.57	49.95	52.33	49.95	52.45	54.95	52.45	55.07	57.69	55.07	57.82	60.57	57.82	60.71	63.60	60.71	63.75	66.79
SES	Scheduling Analyst	36.66	38.49	40.32	38.49	40.41	42.33	40.41	42.43	44.45	42.43	44.55	46.67	44.55	46.78	49.01	46.78	49.12	51.46
SES	Senior Accounting Technician	32.22	33.83	35.44	33.83	35.52	37.21	35.52	37.30	39.08	37.30	39.17	41.04	39.17	41.13	43.09	41.13	43.19	45.25
SES	Senior Customer Service Representative	29.21	30.67	32.13	30.67	32.20	33.73	32.20	33.81	35.42	33.81	35.50	37.19	35.50	37.28	39.06	37.28	39.14	41.00
SES	Senior Financial Analyst	48.79	51.23	53.67	51.23	53.79	56.35	53.79	56.48	59.17	56.48	59.30	62.12	59.30	62.27	65.24	62.27	65.38	68.49
SES	Senior Systems Administrator	55.05	57.80	60.55	57.80	60.69	63.58	60.69	63.72	66.75	63.72	66.91	70.10	66.91	70.26	73.61	70.26	73.77	77.28
SES	Senior Transportation Planner	49.36	51.83	54.30	51.83	54.42	57.01	54.42	57.14	59.86	57.14	60.00	62.86	60.00	63.00	66.00	63.00	66.15	69.30
SES	Systems Administrator	50.02	52.52	55.02	52.52	55.15	57.78	55.15	57.91	60.67	57.91	60.81	63.71	60.81	63.85	66.89	63.85	67.04	70.23
SES	Transportation Planner I	37.01	38.86	40.71	38.86	40.80	42.74	40.80	42.84	44.88	42.84	44.98	47.12	44.98	47.23	49.48	47.23	49.59	51.95
SES	Transportation Planner II	41.11	43.17	45.23	43.17	45.33	47.49	45.33	47.60	49.87	47.60	49.98	52.36	49.98	52.48	54.98	52.48	55.10	57.72
SEV	Electronic Technician	38.03	39.93	41.83	39.93	41.93	43.93	41.93	44.03	46.13	44.03	46.23	48.43	46.23	48.54	50.85	48.54	50.97	53.40
SEV	Lead Mechanic	41.02	43.07	45.12	43.07	45.22	47.37	45.22	47.48	49.74	47.48	49.85	52.22	49.85	52.34	54.83	52.34	54.96	57.58
SEV	Lead Parts and Materials Clerk	32.71	34.35	35.99	34.35	36.07	37.79	36.07	37.87	39.67	37.87	39.76	41.65	39.76	41.75	43.74	41.75	43.84	45.93
SEV	Lead Vehicle Service Worker	27.38	28.75	30.12	28.75	30.19	31.63	30.19	31.70	33.21	31.70	33.29	34.88	33.29	34.95	36.61	34.95	36.70	38.45
SEV	Mechanic I	30.76	32.30	33.84	32.30	33.92	35.54	33.92	35.62	37.32	35.62	37.40	39.18	37.40	39.27	41.14	39.27	41.23	43.19
SEV	Mechanic II	34.18	35.89	37.60	35.89	37.68	39.47	37.68	39.56	41.44	39.56	41.54	43.52	41.54	43.62	45.70	43.62	45.80	47.98
SEV	Mechanic III	37.61	39.49	41.37	39.49	41.46	43.43	41.46	43.53	45.60	43.53	45.71	47.89	45.71	48.00	50.29	48.00	50.40	52.80
SEV	Parts and Materials Clerk	27.27	28.63	29.99	28.63	30.06	31.49	30.06	31.56	33.06	31.56	33.14	34.72	33.14	34.80	36.46	34.80	36.54	38.28
SEV	Upholsterer I	27.38	28.75	30.12	28.75	30.19	31.63	30.19	31.70	33.21	31.70	33.29	34.88	33.29	34.95	36.61	34.95	36.70	38.45
SEV	Upholsterer II	30.11	31.62	33.13	31.62	33.20	34.78	33.20	34.86	36.52	34.86	36.60	38.34	36.60	38.43	40.26	38.43	40.35	42.27
SEV	Vehicle Body Repair Mechanic	30.11	31.62	33.13	31.62	33.20	34.78	33.20	34.86	36.52	34.86	36.60	38.34	36.60	38.43	40.26	38.43	40.35	42.27
SEV	Vehicle Service Detailer	25.07	26.32	27.57	26.32	27.64	28.96	27.64	29.02	30.40	29.02	30.47	31.92	30.47	31.99	33.51	31.99	33.59	35.19
SEV	Vehicle Service Worker I	20.52	21.55	22.58	21.55	22.63	23.71	22.63	23.76	24.89	23.76	24.95	26.14	24.95	26.20	27.45	26.20	27.51	28.82
SEV	Vehicle Service Worker II	22.88	24.02	25.16	24.02	25.22	26.42	25.22	26.48	27.74	26.48	27.80	29.12	27.80	29.19	30.58	29.19	30.65	32.11

Special Handling - filled positions as of 10/26/2019

UNION	TITLE	Step 1	1L	1LL	Step 2	2L	2LL	Step 3	3L	3LL	Step 4	4L	4LL	Step 5	5L	5LL	Step 6	6L	6LL
SES	Planning Data Analyst	37.15	39.01	40.87	39.01	40.96	42.91	40.96	43.01	45.06	43.01	45.16	47.31	45.16	47.42	49.68	47.42	49.79	52.16
SEV	Mechanic I	31.27	32.83	34.39	32.83	34.47	36.11	34.47	36.19	37.91	36.19	38.00	39.81	38.00	39.90	41.80	39.90	41.90	43.90
SEV	Vehicle Service Worker I	20.77	21.81	22.85	21.81	22.90	23.99	22.90	24.05	25.20	24.05	25.25	26.45	25.25	26.51	27.77	26.51	27.84	29.17

Longevity Pay is based only on length of service.

Notes: * Adding Customer Service Assistant to the SEA Chapter. Position and wage approved on BOD 06.26.2020. Adding HR Analyst I to the SEA Chapter. Position and wage approved on BOD 01.28.2022. Adding IT Project Coordinator to the SEA Chapter. Position and wage approved on BOD 03.25.2022. Adding Mobility Training Coordinator. Position and wage approved on BOD 06.24.2022. Adding Accountant III. Position and wage approved on BOD 09.23.2022. Adding Maintenance Trainer. Position and wage approved on BOD 02.24.2023. Adding Payroll Administrator and Payroll Supervisor. Positions and wages approved on BOD 10.27.2023. Adding Marketing Specialist Position and wages approved on BOD 12.15.2023.

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