

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR,
RAIL AND TRANSPORTATION WORKERS**

**SMART LOCAL 0023
PARACRUZ OPERATION**

AND

**SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT**

July 1, 2023 – June 30, 2026

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ARTICLE 1. RECOGNITION OF BARGAINING UNIT

1.01. Recognition Of Bargaining Unit

This Agreement is entered into by the employee organization of the bargaining unit, affiliated as Local 0023 of the International Association of Sheet Metal, Air, Rail and Transportation Workers (“SMART”), formerly known as United Transportation Union, hereinafter referred to as “the Union”, and the Santa Cruz Metropolitan Transit District, hereinafter referred to as “METRO.”

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

The employee organization is affiliated as Local 0023 of the International Association of Sheet Metal, Air, Rail and Transportation Workers, formerly known as United Transportation Union. If the recognized employee organization elects at any time during the life of this Agreement to change its affiliation, the organization may exercise that option in accordance with applicable laws and METRO rules, regulations, ordinances, and resolutions. Upon receipt of certified affiliation election results, the Board of Directors will meet and shall grant, within thirty (30) days, recognition to the new employee organization.

1.02. Employee Defined

- A. The term “employee” wherever used herein, whether singular or plural, means and applies only to those employees of METRO included within this bargaining

unit as identified in Article 9.03, and this Agreement covers only these employees.

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

1.03. Non-Discrimination

METRO and the Union agree that no employee shall be **unlawfully** discriminated against on account of Union membership, non-membership, race **(including traits associated with race, such as hair texture, protected hairstyles, including braids, locks, and twists)**, ancestry, religion **(including religious belief, observance, and practice, dress and grooming practices)**, national origin, age, sex **(including pregnancy, childbirth, breastfeeding, or a medical condition related to pregnancy, childbirth, or breastfeeding)**, sexual orientation, **gender, gender identity, gender expression**, color, marital status, medical condition, **physical or mental disability, reproductive health decision-making (including decisions to use or access a particular drug, device, product or medical service for reproductive health)**, genetic information, military or veteran status or any other protected characteristic under applicable federal, state, or local law.

METRO and the Union agree that no employee will be discriminated against because they are perceived to have any of these characteristics or because they associate with persons who have, or are perceived to have, any of these characteristics.

The Union agrees to work with METRO Management to provide reasonable accommodation to **a qualified employee with a disability if such accommodation would allow the employee to perform the essential functions of the job unless doing so would create an undue hardship.**

The Union also agrees to work with METRO Management to provide reasonable accommodation for an employee's religious beliefs or practices if such accommodation would allow the employee to perform the essential functions of the job unless doing so would create an undue hardship. This section of the Agreement shall not be construed to conflict with the employee qualification provisions appearing elsewhere in this Agreement.

1.04. Non-Discrimination in Promotion

No employee shall be discriminated against for promotional purposes **based on any of the protected characteristics listed in Section 1.03** or for any other unlawful reason, except where physical capability is a bona fide occupational qualification and reasonable accommodation as required by State and Federal Law cannot be made.

1.05. Union Membership

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

1.06. New Employees

It is expressly agreed that in the event that METRO shall engage exclusively or jointly in the providing of other types of transportation service in addition to those being provided, METRO shall recognize the Union as the bargaining agent for those

classifications of METRO employees whose functions or duties are similar to those of any position represented under this Agreement.

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

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

ARTICLE 2. PURPOSE OF AGREEMENT

2.01. Purpose of Agreement

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

- A. Provide for rules, wages, hours, working and other conditions of employment of employees represented by the Union.
- B. Provide for fair treatment of employees.

- C. Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of this Agreement.
- D. Provide for other arrangements as may be deemed advisable by the parties to this Agreement, in order to safeguard their respective interests and establish and maintain harmonious relationships.
- E. **Prior written agreements between the parties executing this Agreement shall continue in full force for the period of the Agreement.**

ARTICLE 3. UNION SECURITY/DEDUCTIONS

3.01. Notification of Entering and Leaving

To the extent required by Government Code 3558, METRO shall forward to the Union, within five (5) days of the occurrence: a list of names of each person, job title, department, work location, home address, work, home, and personal cellular telephone numbers, and personal email address on file with METRO, covered by this Agreement entering or leaving its employ, and shall designate after each name the date employed or the date the employee left the service. METRO will provide that same list of information for all employees in the bargaining unit at least every one hundred and twenty (120) days.

3.02. Notification of Inclusion in Bargaining Unit

METRO will notify each new bargaining unit member that their classification is part of a bargaining unit 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 a membership application form supplied by the Union. If an employee returns a signed membership application form to METRO, METRO will promptly transmit it to the Union.

3.03. Entering or Leaving Military Service

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

3.04. METRO to Inform and Refer Employees

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

3.05. Union-Related Payroll Deductions

- A. METRO will rely on a written certification from the Union requesting that METRO deduct from employees' salaries or wages an amount equal to the Union's monthly dues, initiation fees, and general assessments authorized by the Union Bylaws, and for the payment of any other membership benefit program sponsored by the organization. The Union will certify that it has on file 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 deductions consistent with federal law. After providing the 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, each month, provide METRO with a list of changes in authorizations occurring that month. The Union will, each year, provide METRO with a list of all employees in the bargaining

unit who have authorized deductions, and which deductions they have authorized.

- B. Based on the written certification described above, METRO will deduct, monthly, the amount of Union regular and periodic dues and any deductions as may be specified by the Union under the authority of an authorization card signed by the employee. Dues and other deductions for employees will only be made pursuant to the written certification from the Union. The monies shall be remitted to the Union.
- C. A written statement of the names and amounts deducted will be forwarded promptly to the Union office, at the address specified by the Union.
- D. METRO will provide the Union with a list of newly hired unit members.
- E. 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.

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

- F. Errors in the deduction list shall be corrected by the Union by adjustment included in the subsequent

deduction list furnished by the Union to METRO. Questions arising as to the correctness of the amount shown on the deduction list will be handled directly with the Union by the employees.

- G. 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.

3.06. Authorization for Deductions

METRO will direct employees requesting to commence, discontinue or change Union-related payroll deductions to the Union. METRO will rely on information provided by the Union regarding whether the authorization for the Union deductions was properly commenced, discontinued, or changed. After an employee has approached METRO representatives (either Human Resources and/or Payroll) two (2) or more times alleging that the employee's requests to discontinue or change Union-related payroll deductions have gone unheeded, METRO will determine for itself whether the employee has affirmatively consented to the deductions. METRO will communicate with the Union if an employee contacts METRO about discontinuing the payment of union dues or fees.

3.07. Hold Harmless

The Union agrees that it will indemnify, pay for the defense and save harmless METRO from any and all liability related and costs, including attorneys' fees, to entering into or complying with the terms of this Article.

ARTICLE 4. UNION REPRESENTATION

4.01. Release Time for Union Representatives

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

- A. One (1) Union Officer or Committee member per day will be allowed release time from duty without loss of compensation for meeting and/or negotiating with METRO on matters within the scope of representation, or for attending standing joint Labor/Management committee meetings **such as, but not limited to MAC and Quality of Work Life. The** Base Representative and the Chairperson (or designee) will be released from duty without loss of compensation for time spent at METRO Board of Directors meetings. The Base Representative(s) shall be considered part of the two (2) representatives released per day. **The Committee, that will include members of the executive team, will meet on a monthly basis. Quality of Work Life discussions will include but will not be limited to discussions to resolve issues that affect the work life at METRO.**
- B. Upon request by the Union, two (2) Union Representatives will be allowed release time without loss of compensation for other Union purposes.

METRO will bill the Union (called Bill Back) for each of these requests. The Union will reimburse METRO monthly for the charges. Reimbursement shall include but not be limited to wages paid, and employer contributions to retirement plans, State Disability Insurance, State Unemployment Insurance and any other mandatory payroll taxes. It is understood that employees released from work under this paragraph shall not be considered under the course and scope of METRO employment for the purposes of Worker's Compensation and other liabilities.

- C. In order to address Union attendance at meetings with Management or the Board of Directors, METRO agrees to compensate employees designated by the Union for time spent in attendance at such meetings.

If the meetings occur outside of the designated Employees' regular working hours, METRO agrees to compensate the employees designated by the Union their current wage rate for the time spent in attendance at the meetings.

If the meetings occur during the designated Employees' regular working hours, then they shall be granted release time from duty to attend and participate in the meetings. The designated employees that have been granted release time to attend a meeting shall not be disadvantaged with respect to the compensation they would have received had they worked.

The intent of this agreement is to ensure the opportunity for the Union to provide information to committees that will assist them in reviewing issues and developing recommendations to METRO.

- D. For release time related to collective bargaining for new MOU(s), refer to Article 25.01(C).

4.02. Union Business on METRO Property

- A. METRO shall recognize the duly elected and/or appointed representatives of the Union. Union representatives shall be allowed to transact Union business on the premises of METRO, but at no time shall delay the scheduled work assignments of any employee.
- B. METRO shall provide **an office or other appropriate space, company computer terminal, and upon request, access to Safety Data Sheets (SDS), relevant internal documents, and customer complaints** and allow the Union to install its own telephone system. The Union shall be responsible for the installation, maintenance, and billing charges for that system.

ARTICLE 5. RATES OF PAY

5.01. Payment on Minute Basis

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

5.02. Rates of Pay

- A. Pay rates for represented classes are shown in Appendix A.
- B. The Parties have agreed to adopt a new wage scale that consolidates the pay rates for represented classes. Upon commencement of the Labor Agreement

employees will be placed on the new wage scale, but shall not be disadvantaged by a reduction in base wage rate after the wage consolidation. The new wage rate shall be the employee wage rate closest to, but not less than, their previous base wage rate. Employees with more than one (1) year of METRO seniority shall be placed at a step no less than the third step in the wage scale even if a lower step would not disadvantage them.

5.03. Base Wage Rates and Regular Wage Rates

For the purpose of determining an employee's wage rate as used in this Agreement, the following two (2) terms or categories shall apply:

- A. Base wage rate: The hourly rate identified by one of the steps in this Article.
- B. Regular wage rate: The hourly rate actually paid to an employee. This rate includes all premium pay provisions such as but not limited to, bilingual pay, differentials, and any other FLSA-required inclusion. When more than one premium is applicable, each premium shall separately be added to the employee's base wage rate. The employee's regular wage rate shall be used to compute overtime.
- C. The following base wage rates shall be **effective from the first** pay period that encompasses July 1, **2023**. **The new wage rates will be implemented within three pay periods of the date this MOU is ratified by both parties:**
 - An Increase of **5.0%** shall be effective **2023**
 - An Increase of **4.0%** shall be effective **2024**

- An Increase of **4.0%** shall be effective **2025**
- The Dispatcher/Scheduler wage scale is set at 5% above Van Operators.
- All other ParaCruz positions will be at the same percent variance to the Van Operator **position** as currently established.

5.04. Longevity

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

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

For all employees hired after August 5, 2019, METRO shall compensate employees with their first longevity increase at fifteen (15) years of continuous service with an additional 5% of the base salary.

For all employees hired after August 5, 2019, METRO shall compensate employees with twenty (20) years of continuous service with an additional 5% of the base salary.

Calculation Method:

Step 1: Calculate 5% of the Base (Base Step x 0.05)

Step 2: Base Step + 5% of the Base (as calculated in Step 1)
to calculate L (10 Years)

Step 3: Base Step + 2 x 5% of the Base (as calculated in Step 1)
to calculate LL (15 Years)

Example:

Step 1: Base Rate = \$30.52; 5% of the Base Rate =
 $\$30.52 \times 0.05 = \1.53

Step 2: $\$30.52 + \$1.53 = \$32.05$ (9L)

Step 3: $\$30.52 + 2 \times \$1.53 = \$33.58$ (9LL)

5.05. Salary Schedule Step Advancement

Paratransit Salary Schedule is located in Appendix A of this Agreement

5.06. PERS

- A. Classification within the representation unit shall be enrolled in the Public Employees Retirement System (PERS) including the third level of the 1959 Survivors Benefits as allowed by PERS.
- B. In the 2006/2007 fiscal year an employee shall have a payroll deduction of the full eight percent (8%) Employee Rate plus any Employer Rate over 9.235% which is agreed is attributable to the Employer's Rate for the 1995 and 2002 PERS formula enhancements.
- C. Beginning in the 2007/2008 fiscal year an employee shall have a payroll deduction of the full eight percent (8%) Employee Rate only.
- D. Continuing in the 2008/2009 fiscal year an employee shall have a payroll deduction of the full eight percent (8%) Employee Rate only.
- E. 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 SMART Local 0023 Employees.

- F. All Employees hired under the provisions of PEPRA shall have a payroll deduction for the **amount required as the employee contribution by CalPERS.**
- G. METRO shall pay the entire Employer share and cost, including any administrative fees. If the Employee and/or the Employer's contribution rates are changed by CalPERS, the Employee and the Employer's percentages under the Agreement will change accordingly.

ARTICLE 6. PROBATION

6.01. Length of Probation

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

A new employee completes training when the employee is fully qualified by METRO for paratransit revenue service. A new employee will be on probation after becoming fully qualified for paratransit revenue service and will continue for **ninety (90)** calendar days. A new employee will be considered to have completed training and advance to the next pay step when they are in service without the direct supervision of a Trainer or Line Instructor.

If a probationary employee's performance is unsatisfactory, the probationary period may be extended up to an additional **sixty (60)** days at the discretion of METRO. **METRO will provide the Union with a notice of extended probation along with a reason for extending probation.** A probationary employee will

not receive a chargeable accident while operating a METRO vehicle under the guidance of a Supervisor or Line Instructor. A new employee may be disciplined or discharged during the training and probationary period without recourse to the grievance and arbitration process, with the exception of an administrative review in accordance with Article 6.04. The new probationary employee and the Union shall receive written notification of the disciplinary action or discharge.

6.02. Probationary Employees on Leave

It is understood that any paid or unpaid period of absence during the probationary period may result in an equivalent extension of the probationary period.

6.03. Benefits for Probationary Employees

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

6.04. Probationary Operator Right to Administrative Review

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

ARTICLE 7. SENIORITY RULES

7.01. METRO Seniority

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

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

7.02. Classification Seniority, Rank and Rights

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

- A. Classification seniority shall commence upon date of hire by METRO for that classification.
- B. All questions of seniority shall be determined by the Union. When two (2) or more employees are hired on the same date, they shall draw numbers in a lottery to determine their positions on the seniority roster. The lottery shall be conducted by the Union. The Union will inform METRO of its determinations of seniority ranking. METRO shall prepare a list of all employees

with their seniority ranking and submit the list to the Union once annually.

- C. Classification seniority governs the choice of work assignments, days off, overtime and selection of annual leave and fixed holidays.

7.03. Updating and Posting of Seniority Roster

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

7.04. Maintenance and Accrual of Classification Seniority

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

- A. An employee shall maintain and accrue classification seniority for twenty-four (24) months. After twenty-four (24) months from date of layoff or absence, seniority shall be maintained but not accrued. An employee who

returns from layoff or any leave for a period of less than thirty-one (31) calendar days and then resumes leave shall not be considered as having returned from leave for the purposes of computing seniority.

B. Military Leave of Absence:

An employee on Military Leave of Absence as defined in Article 14.05 shall not be disadvantaged in respect to seniority.

C. Intra-District Leave of Absence:

Bargaining unit employees who move to a new classification within METRO will retain the classification seniority from their time in the prior position for twelve (12) months.

ARTICLE 8. WORK OUT OF CLASS AND PROMOTIONS

8.01. Probationary Period

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

8.02. Work Out of Classification

- A. The term “work out of classification” is defined as a management authorized assignment to a budgeted position on a temporary basis. Each of these assignments must be made and authorized in writing by management and shall consist of full shifts.
- B. When working out of classification, the employee shall be placed in the lowest pay step which does not disadvantage them. Pay for work out of classification shall be effective the first working day in the higher classification. Upon completion of one-thousand-forty

(1,040) regular hours worked in an “out of classification” assignment, the employee shall be placed on the next pay step.

- C. All work out of classification assignments are temporary. Work out of classification to fill temporarily vacant permanent positions shall be assigned on a rotational basis among all volunteers qualified to do the work. The ParaCruz Manager shall determine qualifications for the assignment.

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

8.03. Promotion

- A. If an employee is promoted to the higher classification in which the employee has worked out of classification, the employee shall have all hours of work out of classification credited to the classification to which promoted for purposes of step advancement. The hours shall also be credited toward the probationary period in the new class, up to a limit of three (3) months or one half (1/2) of the probationary period, whichever is less.
- B. **Bargaining unit employees who move to a new classification within METRO will retain the classification seniority from their time in the prior**

position for twelve (12) months. The starting rate, once fully qualified, shall be the **wage rate closest to, but not less than, the employee's previous base wage rate except that the top step will not be exceeded.** The employee shall remain at that wage rate of pay until their **new** classification seniority makes the employee eligible for the next step increase.

- C. If an employee is not promoted, if requested, METRO management will provide that employee with constructive feedback **as well as their scores from the testing and interview.**
- D. An employee may request reimbursement for tuition and material expenses incurred for a course or a training program based upon the needs of METRO. 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/training attendance is approved, the Department Manager will inform the employee of the allowable expenses prior to the beginning of the course/training class.

8.04. Examinations

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

ARTICLE 9. CLASSIFICATIONS

9.01. Availability of Class Specifications

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

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

9.02. Class Specification Actions

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

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

9.03. Class Specifications Identified

Class Specifications covered by this Agreement are listed in Appendix A Salary Schedule.

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

9.04. Standard of Efficiency Established by METRO

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

9.05. Reclassification

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

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

The Union may not recommend the same classification or group during the term of this Agreement. If the reclassification referenced in this section should also result in a salary survey that

survey shall count as the one (1) salary survey per year provided for herein.

9.06. Vehicle Operation

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

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

If new technologies such as automated vehicles and micro-transit vehicles operating as part of METRO's service is considered for implementation, METRO agrees to meet and bargain with SMART over that implementation and the effect of that implementation.

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

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

The use of METRO equipment operated by METRO shall not result in the replacement of fixed route service of Santa Cruz Metropolitan Transit District with dial-a-ride or demand response service for the general public.

9.07. Arbitration Settlement

- A. Within forty-five (45) days of the execution of this agreement, METRO will create a new position entitled “Dispatcher”. This position shall be the first position in the progression of Dispatcher, Dispatcher/Scheduler Classification group. The wage scales for both positions are set forth in Article 5.05 and shall become effective when the testing and assignments referred to below are completed.
- B. Once the “Dispatcher” position is created, the employees who are currently classified in the position of Dispatcher/Scheduler shall be objectively tested to determine which of the two classifications each shall be assigned. The testing process shall consist of the scheduling of sample rides and shall be acceptable to the SMART whose acceptance shall not be unreasonably withheld. SMART will be provided with an outline of the test and will have two (2) working days for review. SMART agrees that it will keep the testing information confidential and will not directly or indirectly allow the affected employees to have access to it.
- C. The Parties agree that they have bargained in good faith, which has resulted in the finalization of this Agreement and settles all issues arising out of the Arbitration. Each side agrees that this Agreement is final and binding.

ARTICLE 10. HEALTH AND WELFARE BENEFITS

10.01. Medical Insurance

- A. METRO's medical insurance premium contribution shall be as follows:
 - a. METRO shall pay monthly medical insurance premiums for an employee, retiree, and eligible dependents at a level sufficient to cover the cost of the basic monthly medical insurance premiums for HMO plans offered in Santa Cruz County by the CalPERS medical program.
 - b. Effective **January 1, 2024**, METRO shall pay **100%** of any monthly medical insurance premium under the CalPERS medical program chosen by the employee.
- B. SMART ParaCruz and METRO agree that the amount METRO pays toward medical premiums for any SMART ParaCruz represented individual retiring beginning the date of July 1, 2005 will be the amount that METRO paid toward the represented individual's medical premiums at the time of their retirement, or the amount that METRO is paying for the active employees represented by SMART ParaCruz, whichever is the greater amount. Qualifying SMART ParaCruz represented individuals who retired prior to July 1st, 2005 shall continue to receive supplemental premium payments in accordance with METRO's Retiree supplemental Premium Participation Plan adopted August 25th, 2006.
- C. Effective January 1, 2020, an employee who declines participation in METRO's medical insurance program

and produces satisfactory evidence of other medical insurance coverage shall be paid one thousand dollars (\$1,000) for each full three (3) calendar month period (paid quarterly) beginning January 1 while in active service and in which METRO paid coverage would have been provided had METRO's medical program been elected. An employee selecting this option may enroll in METRO's medical insurance program during the open enrollment period.

10.02. Life and Accidental Death & Dismemberment Insurance

METRO shall provide term life insurance in the amount of \$25,000 and accidental death & dismemberment insurance in the amount of \$50,000 for twenty-four (24) hour coverage. Supplemental coverages will be made available and the cost shall be paid by the employee. Plan coverages shall be reduced by fifty percent (50%) upon attaining age seventy (70).

10.03. Industrial Injury

- A. Classifications within the representation unit shall be covered by Workers' Compensation Insurance to be provided by METRO.
- B. The employee may apply accumulated Annual Leave and Sick Leave in order to supplement Workers' Compensation benefits. Total compensation shall be equivalent to eight (8) hours pay per day at the employee's base wage rate.
- C. In cases where an employee is injured as a result of a serious vehicular accident or an assault or battery while engaged in the performance of duties and is hospitalized, METRO shall supplement Workers' Compensation payments so that the employee receives their regular work assignment pay for the remainder of

the bid. Should said hospitalization continue beyond the current bid, the employee will receive eight (8) hours pay per day, forty (40) hours per week, if full-time and twenty (20) hours per week if part-time, at their base wage rate for the period of time that the employee is continuously hospitalized up to a maximum period of three (3) months.

- D. An employee may be required to visit METRO doctors for examination and treatment of industrial injuries within the first thirty (30) days following report of the injury except that an employee who has previously filed with METRO the name of a qualified medical physician for this purpose may be examined and treated by that physician for the period the Employee was unable to work because of the injury.
- E. An employee who has been injured on the job and who has returned to work and who is required to take mandatory medical examinations for their industrial injury shall be paid time lost up to a maximum of eight (8) hours. The following medical appointments shall be considered mandatory, in order to maintain the employee's workers' compensation eligibility and paid time lost up to a maximum of eight (8) hours: AME or QME appointments, Workers' Compensation Physician ordered diagnostic appointments to include: MRIs, CAT scans, X-rays, Specialists, other diagnostic appointments and workers compensation physician evaluation appointments.

An employee who has been injured on the job and who has returned to work and who is required to take medical treatment as a part of an ongoing industrial injury shall be paid sixty (60) minutes at their base wage rate for each required medical appointment if

completed during non-scheduled work hours. To qualify for payment, the employee must submit a verification of medical visit signed by their doctor or medical practitioner on the employee's next working day after each and every medical appointment.

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

10.04. Medical Arbitration

If there is a disagreement over the physical ability of an employee to resume service as an employee after a medical or industrial injury leave, METRO may require the employee to be examined by a physician of METRO's choice. If it is the decision of both the employee's and METRO's physicians that the Employee is physically able to return to work, a return date will be assigned within five (5) days of the decision.

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

10.05. Dental Insurance

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

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

10.06. Vision Insurance

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

- A. Annual vision exam, lenses and frames with a five-dollar (\$5) deductible.
- B. In a year in which an Employee or dependent does not obtain lenses and frames as provided above, the Employee may have applied up to three hundred fifty dollars (\$350) toward contact lenses, after a fifty dollar (\$50) deductible.

10.07. Retirement Insurance

To qualify for retirement life, dental, and vision insurance benefits an employee must accumulate ten (10) years METRO seniority, attain the age of 50 years or more and retire under the provisions of PERS while an employee of METRO. Dental, life, and vision plan coverage shall be provided by METRO until the retired employee reaches age sixty-five (65).

10.08. Survivors' Health Benefits

Upon the death of a covered employee who has dependents enrolled under the medical, dental and vision plans, the dependents shall continue to receive the same level of METRO paid insurance coverage for the twelve (12) month period immediately following the death provided the continuation of benefits (COBRA) forms have been completed.

10.09. State Disability Insurance

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

10.10. Deferred Compensation Plan

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

10.11. Long Term Disability Insurance

METRO shall provide a Long Term Disability Insurance plan at no cost to an employee to be offset by Governmental disability plans or METRO disability plans. The plan shall provide for replacement of 60% of actual monthly earnings, up to \$3,000 per month, and shall commence benefits after one hundred eighty (180) days of disability.

10.12. Effective Date of Benefits

- A. All insurance policies shall be prepaid. Contributions toward the employee's share, if applicable, shall be by payroll deduction.
- B. Employee medical, dental and vision insurance benefits will be effective for each full calendar month and will become effective on the first day of the calendar month

following the date of hire, provided all required enrollment supporting documents have been satisfactorily completed by the employee and returned to METRO. Benefits will end on the last day of the calendar month of employment separation, except as otherwise provided in this Agreement.

10.13. Employee Benefits

- A. METRO shall obtain policies or provide coverage which it is required to provide in this Article which are applicable to all eligible members of the representation unit covered by this Agreement.
- B. An employee may choose to cover their registered domestic partner as a dependent under the medical, dental, and vision portion of the benefits program by submitting proof of the Declaration of Domestic Partnership filed with the California Secretary of State. An employee may add a registered domestic partner in the medical, dental, and vision insurance program twelve (12) months following deletion of a former registered domestic partner.

10.14. Employees on Leave

An employee on unpaid Military Leave of Absence is required to pay medical, life, dental, and vision insurance premiums after the Employee has been on leave for more than one (1) calendar month in order to continue METRO insurance benefits.

10.15. Reference to Plans

METRO agrees that any changes in coverage under its employee insurance benefit plans shall be subject to negotiations with the Union during the term of this Agreement. METRO further

agrees that there shall be no decrease in scope or coverage provided by the plans unless mutually agreed upon.

10.16. Amount of Contributions

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

10.17. Eligibility Notification

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

10.18. Employee Premium Payment Contribution

Employees on unpaid leaves not covered in Article 10.14 are required to pay for their portion of the medical premium. If an Employee has not paid their portion of the medical premium while on leave, METRO will deduct the Employee's premium payment from the Employee's paycheck, based on a schedule agreed to by METRO and the Employee upon their return. Prior to starting a leave during which METRO will pay all, or a portion of the Employees medical insurance premium, the Employee will meet with a Human Resources representative to set up a payment plan to reimburse METRO.

ARTICLE 11. REDUCTION IN FORCES

11.01. Reduction in Forces

- A. In the event that METRO anticipates a need for a reduction in forces, METRO shall notify the Union five (5) weeks in advance of the proposed layoff so that the

parties may discuss the situation of METRO and develop procedures for implementation of reduction in forces if necessary. The Union and METRO shall complete their discussions within two (2) weeks of original notification.

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

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

11.02. Laid Off Employee Benefits

- A. An Employee on layoff as a result of a reduction in forces shall have their medical, dental, and vision insurance premiums continued, at no additional cost to the Employee, for a period of ninety (90) calendar days from date of layoff.

- B. A laid off Employee shall be paid at the base wage rate for all of their unused Sick Leave in excess of sixty (60) hours and all Annual Leave. This benefit will be paid within two (2) weeks of separation. Unpaid Sick Leave hours of sixty (60) hours or less shall be retained by METRO up to three (3) years should the Employee be reinstated. An Employee having their name placed in the top five (5) places of the call back list shall have the option of having their Annual Leave retained by METRO for up to one (1) year from the date of layoff in lieu of being paid when laid off.
- C. An Employee involuntarily laid off shall be granted up to eight (8) hours release time with pay at their base wage rate from work for the purpose of transitioning to other employment which may include resume writing, methods of job searching, interviewing, coping with stress or unemployment insurance benefits.

11.03. Call Back

- A. Any Employee who is laid off as a result of a reduction in forces or who volunteers for layoff (11.01B) shall have their name placed on the call back list provided the Employee maintains good standing with the Union. METRO shall maintain the Call Back List, with Employees ranked by order of full-time classification seniority and then by part-time classification seniority. The names remaining on the call back list shall expire within three (3) years. An Employee on the call back list shall maintain and accrue classification seniority.

For purposes of call back, an Employee shall first be called back by order of full-time classification seniority and then by part-time classification seniority which shall also include an Employee on the Furlough list having a

current request to return letter on file. Employees having been placed on furlough status due to the expiration of an industrial injury leave after eighteen (18) months off work shall be called back first after notification to METRO that they have been medically released to return to work. An Employee with full-time classification seniority will have the right of first refusal for any vacancies in full-time or part-time classifications. An Employee may decline to accept the first or subsequent offers of reemployment with METRO, so long as there is an Employee with less classification seniority remaining on the call back list. Failure to accept an offer of re-employment when least senior on the call back list shall cause the name of the Employee to be dropped from the call back list.

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

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

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

must report to work within fourteen (14) days after notifying METRO of intent to return.

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

11.04. Call Back Procedures Meeting

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

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

11.05. Furlough

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

- A. An Employee who wishes to take advantage of furlough shall give written notice to METRO and the Union not more than seventy-five (75) nor less than twenty-two (22) calendar days before the date the desired furlough is to take effect. METRO will notify the Employee of the status of their request no later than fifteen (15) calendar days after the application is received. If the needs of METRO dictate, METRO may delay the date of release of furlough by a period not to exceed seventy-five (75) calendar days from the date of submission of request for the furlough. Once the furlough request is submitted to METRO, the Employee may not withdraw the request. Upon separation from METRO, access to the

Employee's PERS contribution will be regulated by State Law.

- B. The granting of an indefinite furlough shall not exempt an Employee from discipline or discharge.
- C. The duration of the furlough will be at least six (6) months, but may continue for an indefinite period.

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

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

METRO shall notify the Employee by certified mail with a copy to the Union.

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

ARTICLE 12. HOLIDAYS

12.01. Holidays Listed

A. The following days shall be considered as holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday

B. In the event that one of the holidays falls on a Saturday or Sunday the Agency will have the option of observing the holidays on Friday or Monday.

C. For an employee's birthday falling on February 29th, the twenty-eighth (28th) day of February will be observed as the employee's birthday in years other than leap years.

12.02. Holiday Pay

- A. Holiday pay shall be as follows: Each full time employee shall be paid eight (8) hours at the employee's base wage rate for the holidays listed in Article 12.01. Each part time employee shall be paid four (4) hours at the employee's base wage rate for the holidays listed in Article 12.01. Holiday pay shall not be paid if the employee was scheduled to work and did not work.
- B. An employee who performs actual work on the holidays listed in Article 12.01A, shall be paid at one and one half (1 ½) times the employee's regular wage rate. The employee is guaranteed a minimum equal to twelve (12) hours at the regular wage rate. The eight (8) hour pay shall not be paid if the employee was scheduled to work and did not work.

If the Agency requires an employee to perform service on Thanksgiving, Christmas or New Year's Day the employee shall receive twelve (12) hours holiday pay in addition to one and one half times (1 ½) the employee's regular wage rate for all time worked.

- C. Any employee working on the holidays in Article 12.01A, who is relieved before completion of the day at the employee's own request, or who is absent from duty and unavailable for service for part of the day, shall receive pay for only the portion of the day worked, at one and one half (1 ½) times the employee's regular wage rate for the service performed in addition to the employee's holiday pay.
- D. An employee on Sick/Medical Leave status or absent on unpaid status (including industrial injury leave) on

the employee's regularly scheduled work day before, day of, or day after a holiday shall not qualify for holiday pay. An exception to qualifying for holiday pay shall be payment for time lost for a traumatic injury as defined in Article 34.02. An employee who is granted unpaid time off for any part of the employee's shift (known as a waive eight), including on the day before, day of, or the day after will qualify for holiday pay, so long as the employee would otherwise qualify.

12.03. Birthday Holiday

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

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

12.04. Holiday Conversions

- A. If a holiday specified in this Agreement falls within an employee's Annual Leave period, or falls on any other of the employee's non-work days, the employee shall be compensated for the holiday by one of the following methods:
 - 1. Eight (8) hours at the employee's base wage rate (holiday pay) for a full time employee
 - 2. Eight (8) hours added to the employee's Annual Leave accruals for a full time employee

3. Four (4) hours at the employee's base wage rate (holiday pay) for a part time employee
 4. Four (4) hours added to the employee's Annual Leave accruals for a part time employee
- B. An employee may choose to convert any holiday specified in this Agreement to Annual Leave at full value. An employee working on the holiday may convert the holiday pay for New Year's Day, Thanksgiving Day and Christmas Day holidays to twelve (12) hours Annual Leave for full time employees, six (6) hours Annual Leave for part time employees.
- C. An employee must make the request to convert a holiday to Annual Leave in writing by 10:00 A.M. the day prior to the holiday.

12.05. Service Reduction on Holidays

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

12.06. No Pyramiding

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

ARTICLE 13. ANNUAL LEAVE

13.01. Accruals

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

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

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

An employee will be compensated eight (8) hours per day, at their base wage rate, for each day taken on Annual Leave.

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

13.02. Scheduling of Annual Leave

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

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

Winter Bid

Three (3) Drivers and **three (3) spaces** for all other non-driver classifications (no more than one (1) per classification). On the weekends, the non-drivers cannot be a Dispatcher/Scheduler and one (1) Supervisor.

Spring Bid

Three (3) Drivers and **three (3) spaces** for all other non-driver classification (no more than one (1) per classification). On the weekends, the non-drivers cannot be a Dispatcher/Scheduler and one (1) Supervisor.

Summer Bid

Three (3) Drivers and two (2) **spaces** for all other non-driver classification (no more than one (1) per classification). On the weekends, the non-drivers cannot be a Dispatcher /Scheduler and one (1) Supervisor.

Fall Bid

Three (3) Drivers and **three (3) spaces** for all other non-driver classifications (no more than one (1) per classification). On the weekends, the non-drivers cannot be a Dispatcher/Scheduler and one (1) Supervisor.

Additionally on the following days:

Thanksgiving, the day after Thanksgiving, Thanksgiving weekend and December 24th through January 1:

4 Drivers and **three (3) spaces** for all other non-driver classifications (no more than one (1) from any classification). On the weekends, the non-drivers cannot be a Dispatcher/Scheduler and 1 Supervisor.

METRO will create a Driver wait list of up to three (3) additional Drivers. The additional drivers, if any, will be selected two (2) days prior.

If METRO is fully staffed with seven (7) Dispatch Schedulers it will provide two (2) vacation slots for Dispatch Schedulers.

At such time that the number of employees increases by ten (10) from current (7/1/06) staffing

levels, METRO and the Union will negotiate additional Annual Leave slots.

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

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

- C. The Annual Leave Calendar for the following bid period will remain open to all employees on a first-come, first-served basis, regardless of an employee's classification seniority. All requests must be submitted by the employee by 10:00 A.M. two (2) days in advance. Signing on Annual Leave for days that are left open on a first-come, first-served basis shall be handled as follows:

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

Sundays, holidays excluded) following the date the request was submitted.

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

13.03. Cancellation of Annual Leave

- A. An employee will not be required to take Annual Leave on the dates for which the employee has signed up, but those dates will be set aside (guaranteed) for their time off. An employee whose work has been posted for hold-down who then decides not to utilize their guaranteed time off must notify the ParaCruz Manager or designee at least thirteen (13) days prior to the date the employee's Annual Leave begins. All other employees must give two (2) days' notice. **Written notice must be received two (2) days before the scheduled shift.** Failure to do so will result in the employee being required to take their Annual Leave as scheduled.
- B. Any changes requested by an employee to the Annual Leave Calendar will be submitted in writing on the appropriate form and shall be effected by the ParaCruz Manager or designee.
- C. An employee who wishes to cancel Annual Leave that has been assigned as a hold-down may do so subject to the following conditions:
 - 1. The employee must submit a written request to the ParaCruz Manager or designee.

2. The employee shall work the Extra Board for the time canceled and shall not be eligible for hold-downs during that period.
 3. The employee shall maintain their regular days off.
 4. The employee may exercise their seniority for order of assignment as outlined in Article 31.05A.
- D. An employee who is not qualified to bid or who loses their bid under the provisions of Article 30.04C shall have all their previously signed up annual leave days canceled for that bid period. This shall in no way impair the ability of employees unable to bid because of medical reasons from requesting supplemental pay from their annual leave balances.

13.04. Annual Leave Waiting Lists

A permanent waiting list will be maintained for all time available for bidding (one (1) year) with the Annual Leave Calendar. The waiting list will be established prior to the bidding time for the first employee, and will become part of the Annual Leave Calendar for that bid cycle. The waiting list will include all employees that request Annual Leave on that day. If an employee wishes to take a particular day off and no open spaces remain for that day on the Annual Leave Calendar, their name shall be entered on the waiting list.

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

13.05. Annual Leave Planning and Qualifications

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

- A. The employee must have adequate accrued Annual Leave to be eligible for that leave. This shall include all Annual Leave time accrued through the end of that Annual Leave. Advance Sick Leave conversion and/or holiday conversion cannot be utilized until actually earned and credited to the employee's Annual Leave balance.
- B. METRO shall be responsible for keeping accurate records for qualification for Annual Leave. An employee with insufficient accruals of Annual Leave time will be contacted by the ParaCruz Manager or designee prior to the thirteen (13) or two (2) day cancellation deadline and given the opportunity to cancel the time the Employee is not qualified to take on a day by day basis. An employee who does not cancel their Annual Leave will have any necessary adjustments to signed on Annual Leave time made by the ParaCruz Manager or designee.
- C. Annual Leave Bidding:

An Annual Leave bid proxy shall be submitted by each employee by 5:00 P.M. of the day the employee is scheduled to bid for annual leave. In the event an employee fails to submit their Annual Leave proxy by the 5:00 P.M. deadline, but does submit their Annual Leave proxy time stamped no later than 8:00 A.M. of the next day, the affected employee's seniority number for choice of Annual Leave shall fall to the bottom of the bid list for their bidding day. The seniority lost by that

placement shall determine the employee's eligibility for Annual Leave as noted on their proxy. In the event more than one employee misses the 5:00 P.M. deadline on the day of bidding, the affected employees shall be ranked for choice of Annual Leave by classification seniority. An employee who fails to submit their Annual Leave proxy by the final 8:00 A.M. deadline shall forfeit their right to bid Annual Leave for time beyond the next bid period.

13.06. Illness During Annual Leave

If an employee becomes seriously ill and is incapacitated while on Annual Leave and the illness can be supported by a written statement from a physician, the employee shall have the period of illness charged against Sick Leave and not Annual Leave upon written request.

13.07. Advance Pay on Annual Leave

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

ARTICLE 14. LEAVES OF ABSENCE

14.01. Medical Leaves of Absence

- A. An employee absent because of illness, except Workers' Compensation injuries, shall be considered to be on Medical Leave of Absence after one (1) continuous absence of more than seven (7) calendar days. The leave shall be limited to a period of six (6) months beginning with the first day of continuous absence. **To be eligible for a Medical Leave of Absence** an employee shall present a physician's

certificate **stating that the Operator must be off work due to a medical condition. METRO may require an Operator to provide a current physician's certificate of medical conditions** within thirty (30) days of the first continuous day of absence and every thirty (30) days thereafter. For industrial injury leaves an employee shall present a physician's certificate of medical conditions every **thirty-five (35)** days after the initial certificate is provided. An employee may present the certificate by **any reliable means such as email or certified mail.**

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

- B. An employee on medical leave unable to return to work **with or without reasonable accommodation and who is unable to perform the essential job functions of an employee's position or other positions for which the employee is qualified**, within the twelve (12) month maximum leave period will be placed on Furlough status.
- C. An employee who desires to return from Medical Leave will present a physician's release stating a return-to-work date. Should an employee returning from a leave require retraining the Employee will be returned to service within seven (7) calendar days from receipt of the written release.
- D. An employee who is on Medical Leave of Absence on account of illness and who accepts regular, outside

gainful employment shall not be terminated unless at the time the Employee performs the outside employment the Employee is physically able to perform their duties as an employee on a regular, full-time basis. The employee will notify METRO and the Union of the employment. An employee who is on Medical Leave of Absence because of physical restrictions, and who is receiving benefits under any State law which requires the Employee to accept gainful employment to be eligible for these benefits, shall not have their services terminated provided that the Employee immediately informs METRO and the Union of the employment and its duration.

- E. METRO shall respond in writing within five (5) working days to all requests for extensions with copies of said response given to the employee and the Union.
- F. The employee may apply accumulated Sick or Annual Leave in order to cover absences due to illness or injury or to supplement State Disability Insurance benefits. Total compensation shall not exceed eight (8) hours pay per day at the employee's base wage rate.

14.02. Leave on Account of Industrial Injury

An employee on leave due to industrial injury has the right to receive compensation pursuant to State Workers' Compensation Law and Article 10.03. An employee shall continue to accrue METRO and Classification seniority for twelve (12) months. The employee will have METRO-paid medical, dental, and vision insurance through the month following the month of injury. The employee will be returned to service within seven (7) calendar days from receipt of the written release and final clearances from industrial injury. An employee on industrial injury leave and unable to return to work and perform their duties within **twelve**

(12) months shall be placed on Furlough status. An employee placed on Industrial Injury Furlough status shall have recall rights before non-medical recalls when they are medically released to return to work. The two (2) year return to work notification requirement shall be waived in accordance with Article 11.05 C.

14.03. Parental Leave

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

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

A. Notification of Leave:

Except for the initial leave, an employee must notify the ParaCruz Manager or designee one (1) month in advance of the date the employee intends to take additional Parental Leave.

B. Notification of Return to Work:

When the employee is ready and available to return to work, the Employee will give written notification to METRO of their intent to return. METRO shall place the employee back in service within fourteen (14) calendar days from receipt of the written notification.

C. Use of Annual Leave and Sick Leave Accruals:

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

1. Request for Payment:

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

2. Request for Singular Days of Parental Leave:

An employee may use Sick Leave or Annual Leave to cover absences related to maternity, paternity, or adoption. Requests for singular Parental Leave days shall be made prior to 11:00 A.M. of the day before the requested day. No singular Parental Leave days shall be granted the day before, day of, or day after the holidays listed in Article 12.01. Two (2) employees per day shall be allowed to use this option. Requests for time off under this section shall be approved by the earliest time stamp. There will be no unpaid singular days allowed under this Section. Parental Leave days will not be considered as counted absences per Article 15.04.

14.04. Bereavement Leave

Provided service is reasonably unaffected, employees will be allowed one (1) day off to attend the funeral of any individual who shared a significant personal relationship with the employee. The employee may request payment from their Sick Leave accruals for absence due to these occasions, not to be considered a counted absence per Article 15.04.

METRO will grant time off for up to five (5) days for Bereavement Leave. METRO will pay Employees three (3) days of Bereavement Leave at eight (8) hours per day at the Employee's base wage rate. An additional two (2) days will be paid if the distance travelled to the funeral is greater than three hundred fifty (350) miles. For purposes of Bereavement Leave, a "family member" will include: the employee's spouse or registered domestic partner; the parent, stepparent, in-laws, aunt, uncle, niece, nephew, 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 and step-sibling.

METRO may require documentation in the form of a death certificate, obituary, or written verification of death, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institutions, or government agency within thirty (30) days of the first day of the Employee's Bereavement Leave. METRO may require verification of the distance travelled.

The **five (5) days will** be construed as full eight (8) hour days. **The Bereavement Leave must be taken within three (3) months from the death of the person for whom the Employee is requesting the leave.** Any exception to this **three (3) month** rule shall be made only by arrangement between the

employee and management during the **three (3) month** period. The employee must notify the ParaCruz Manager or designee before beginning the leave. **If additional Bereavement Leave days are granted the Employee may use annual leave.**

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

14.05. Military Leave

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

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

14.06. Jury Duty and Other Required Legal Appearances

As a citizen it is the employee's duty and privilege to participate in certain governmental affairs. One of these is jury duty. If the employee is called for jury duty, or subpoenaed as a witness, METRO will provide the employees time off to serve, as required by law, on a jury if the employee provides reasonable advance notice and proof of a valid jury summons to the Scheduling Supervisor or Dispatcher. METRO will also provide

employees with time off to appear in court or other judicial proceedings as a witness on behalf of METRO to comply with a valid subpoena or other court order. If summoned for jury/witness duty, the employee must present the summons to the ParaCruz Manager or designee. The employee shall be granted a leave, the days of which will be governed by the time stated on the summons.

- A. The employee will receive their base wage rate for their regularly scheduled workweek upon remitting fees (unless waived) to METRO.
- B. Days lost because of jury service will be considered time worked for purposes of accrual of Annual Leave, Sick Leave, benefits and all other purposes.
- C. At the employer's request, adequate proof must be presented of time served on jury duty.
- D. No employee shall be entitled to compensation for service on the Grand Jury.
- E. If necessary due to extended trials, METRO and the affected employee shall arrange a schedule which guarantees the employee two (2) consecutive days off with no loss in weekly guarantee.
- F. An employee scheduled for jury duty or answering a subpoena as defined above on a regular day off, other than paragraph E above, shall receive alternative equal time off during the pay period or receive eight (8) hours pay at straight time rate.
- G. An employee who is required to appear for any court appearance, deposition, or other legal matter not related to work shall be granted time off, but must first use accrued annual leave for this purpose.

14.07. Hospice and Critical Care Leave

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

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

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

14.08. Intra-METRO Leaves of Absence Out of Classification

An employee accepting employment in other classifications not covered by this Agreement, but within METRO, shall be granted a leave of absence **in accordance with Article 7.04C**. An employee on the call back list accepting employment in other classifications within METRO shall continue to accrue and maintain classification seniority.

14.09. Good Standing with the Union

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

14.10. Personal Leave

An employee who is unable to obtain leave under any other time-off policy and who desires an unpaid leave of absence for personal reasons shall set forth such reasons in writing and present them to the 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.

Requests for unpaid leave shall not be unreasonably denied; however, the CEO/General Manager has the right to deny an employee's request if the purpose of the leave is a vacation and an annual leave balance exists. Requests for leave, if granted, shall be granted for thirty (30) calendar days or less. During this leave, METRO shall continue to pay its share for medical, dental, and vision benefit coverage. Except in the event of an employee emergency, no more than one (1) unpaid leave of absence may be requested by an employee in any calendar year, nor can an employee request unpaid leave for consecutive 30-day periods.

An employee may request a personal leave of absence no sooner than sixty (60) calendar days prior to the commencement of the leave. Employees requesting an unpaid leave of absence shall be notified in writing of the denial or approval not less than thirty (30) calendar days of the commencement of the leave date. If an employee is requesting unpaid leave of absence less than

sixty (60) calendar days before the commencement of the leave date, the Employee shall be notified in writing of the approval or denial within fifteen (15) calendar days of the leave. Once approved, METRO or the employee may not rescind an unpaid leave unless an unforeseeable emergency situation necessitates such denial. Documentation of unforeseeable emergencies will be required.

ARTICLE 15. SICK LEAVE

15.01. Accrual and Use of Sick Leave

- A. A full-time Employee shall accrue Sick Leave while in paid status at the rate of .0462 hours per hour worked (approximately 12.5 days per year). Sick Leave shall mean personal illness or physical incapacity caused by factors over which the Employee has no reasonable immediate control, or the illness of an **eligible** member of the **Employee's** family or **eligible designated person and the person's** illness requires the **Employee's** personal care and attention. Immediate family shall include the parent, spouse and children, principal domestic partner, brother or sister of the Employee, or family member residing within the house of the Employee.
- B. Sick Leave shall not be construed as a privilege which an Employee may use at their discretion, but shall be allowed only in the cases of necessity set forth herein.
- C. Unused Sick Leave may be accumulated up to one hundred (120) days. Any Sick Leave accumulated beyond twelve (12) days or ninety-six (96) hours may be converted to Annual Leave at full earned value and added to an Employee's Annual Leave.

- D. For purposes of calculating Sick Leave, a day's pay shall consist of eight (8) hours at the Employee's base wage rate. An Employee shall be compensated for all time lost from work up to eight (8) hours.
- E. If an Employee's illness exceeds seven (7) calendar days, the Employee may elect to discontinue payment of Sick Leave in order to receive State Disability Insurance payments.
- F. An Employee with five (5) years of continuous service with METRO shall be paid for unused Sick Leave **if the Employee retires from METRO** under the provisions of the Public Employees' Retirement System.

15.02. Notification

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

15.03. Returning to Duty

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

Employee is not assigned, they shall remain on sick status for that day.

15.04. Absence Policy

- A. All sick call **offs on regularly scheduled workdays or shifts requested by the Employee** are counted as absences toward progressive discipline for excessive absenteeism, except legally-protected absences. An Employee shall be required to submit a physician's certificate for absences in excess of five (5) consecutive working days, stating that the Employee has been under the physician's care and is able to return to work. Doctor's appointments will be counted as absences unless the Employee submits medical verification to their Supervisor that they are required to have pre-scheduled medical appointments. This verification must include the name of the medical practitioner and how many appointments are anticipated, if known, and must be submitted at least forty-eight (48) hours before the appointment begins. This exception is designed for an Employee who must undergo pre-scheduled medical treatments such as, but not limited to, prenatal care, physical therapy and chemotherapy, or who is required to be absent as a result of a chronic illness or disease as verified by a licensed medical practitioner.
- B. Absences will be counted as follows:
 - 1. One (1) day equals one (1) absence.
 - 2. Two (2) or more consecutive workdays equals one (1) additional absence.
 - 3. A partial day (any part of the employee's workday) equals one-half (0.5) absence.

4. **If METRO directs an employee not to come to work for health reasons that absence will not be counted as an occurrence.**

C. Progressive Discipline:

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

1. When an Employee has had **eight (8)** counted absences during a floating 365 calendar day period they will be given formal counseling.
2. **Twelve (12)** counted absences within a floating 365 calendar day period will result in a written warning to the Employee for violation of the attendance policy.
3. **Fifteen (15)** counted absences within a floating 365 calendar day period may subject the Employee to discharge unless number 5 below has been met regardless of the Employee's request.
4. After one hundred eighty (180) calendar days without a counted absence, all prior Employee's counted absences will be rescinded upon request. The one hundred eighty (180) calendar days **is extended for any period of absence beyond five (5) days.**
5. **Effective upon ratification of this Agreement, all currently counted occurrences will be reset to zero.**

ARTICLE 16. DISCIPLINE AND DISCHARGE

Preamble

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

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

16.01. Grounds for Discipline and Discharge

- A. No employee will be disciplined, discharged, nor will adverse entries be made in the Employee's personnel record except for just and sufficient cause. Any adverse entries in an Employee's record shall be regarded as discipline and are subject to the provisions of this Article. Formal counseling shall not be considered discipline; however, records of this counseling may be kept for purposes of progressive discipline upon notification to the Employee and the Union. This formal counseling will be conducted in a manner that ensures the Employee's privacy.
- B. No Employee may be suspended, discharged or removed from service prior to completion of the full appeal and hearing process as outlined in this Article and Article 18, except for one (1) or more of the following reasons:
 - 1. Intoxication or use of alcoholic beverages or restricted dangerous drugs while on duty

2. **Serious** misconduct
 3. Blatant insubordination
 4. Criminal activity while on duty
 5. Excessive miss-outs
 6. Invalid driver's license
- C. An Employee may be disciplined for abuse of Sick Leave in accordance with the standards identified in Article 15.

16.02. Miss-Out Rule

- A. An Employee must report for assignments within one (1) minute of their scheduled report times or the Employee will be charged with a miss-out. An Employee calling in sick must telephone the home Base at least sixty (60) minutes prior to the scheduled report time or they will be charged with a miss-out. An Employee not reporting within one (1) minute of the scheduled report time may be called within sixty (60) minutes of the scheduled report time and requested to report to work, at the Employee's last known telephone number in the records of METRO, dependent upon the needs of METRO.
- B. An Employee who is not notified of a miss-out by the end of the next day shall not be charged with that miss-out. The notice shall be time stamped with a copy deposited in the Union mailbox. In the event that the Employee is not available, the copy to the Union shall suffice as notification.
- C. Disciplinary action for miss-outs shall be based on the following schedule. Miss-outs shall remain on an

Employee's record for three (3) months. Disciplinary action shall be based on progressive discipline on the following schedule:

One (1) miss-out	Caution Notice
Two (2) miss-outs	Written Warning
Three (3) miss-outs	One (1) day suspension/ ten (10) day step reduction
Four (4) miss-outs	Three (3) day suspension/ thirty (30) day step reduction
Five (5) miss-outs	Ten (10) day suspension/ one hundred (100) day step reduction
Six (6) miss-outs	Subject to discharge

D. No Show Rule:

An Employee who fails **to report** within one hundred twenty (120) minutes of the scheduled report time to report to work **will** be charged with an additional miss- out for that day and shall be assessed an additional one (1) day suspension. For this No Show penalty to be assessed, METRO must call the Employee, as described in Paragraph A above, and if reached, request the Employee report to work and inform the Employee that failure to report will result in a No Show. All calls will be recorded and logged and if METRO is unable to reach the Employee, a No Show will be assessed.

E. Miss-outs may be waived if an Employee provides proof that they could not report on time due to one of the following:

1. Inability to report due to hospitalization of Employee or immediate family
2. Involvement in automobile accident
3. Natural disaster (including power failures)
4. Schedule failure of public transit
5. Traffic congestion due to accident or temporary construction
6. Any statutorily protected absence.

F. An Employee who fails to report as a result of METRO scheduling errors shall not be charged with a miss-out.

16.03. Notice of Intent to Discipline or Discharge

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

- A. Letter of Reprimand - May request a first level hearing.
- B. Suspension - Automatic first level hearing, including date of hearing; in cases not involving repeat offenders or serious offenses as listed in Subsection 16.01 if in lieu of the suspension and elected by the Employee, a temporary one (1) pay step reduction - right of appeal is waived.
- C. Discharge - Automatic first level hearing, including date of hearing.

16.04. First Level Hearing Procedures and Time Limits

The first level hearing shall be heard by the Manager of Operations or designee, **so long as the chosen hearing officer complies with the requirements set forth in the preamble** and must be held before any Employee is suspended or discharged. A first level hearing will also be held in the case of a letter of reprimand, if requested by the Employee. **The hearing officer will be impartial. The hearing officer will not be a person who was involved in the investigation or who made the disciplinary decision.**

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

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

- B. Hearings on Suspensions or Discharges:

Hearings on suspensions or discharges shall be held no less than five (5) days and no more than fifteen (15) days from the

time the Union and the Employee receive the time stamped Notice of Intent to Discipline, except in cases where extension of time limits is agreed upon.

C. Notification of Hearing:

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

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

D. Report of Hearing:

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

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

16.05. Final Appeal Before Arbitration

If a disciplinary action or discharge is not settled to the satisfaction of the Employee or the Union at the Operations

Department level, the Employee or the Union may refer the disciplinary action or the discharge to the CEO/General Manager or their representative.

A. Request for Appeal Hearings:

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

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

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

B. Written Decision of Appeal Hearing:

No more than ten (10) days after the date of the appeal hearing, a written decision on the disciplinary action or discharge shall be prepared by the CEO/General Manager or their representative and a copy shall be given to the Union and the affected Employee. The decision shall contain:

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

16.06. Employee's Rights

- A. At any meeting or investigation, at any level of the appeal and hearing procedure, the Employee and/or Union representative (with authorization from the Employee) shall be allowed to get whatever information is desired from the Employee's personnel file.
- B. Any disciplinary action resulting in suspension or discharge shall be reported to the Union within two (2) days, and confirmed by letter within three (3) days of the date and time of notification of the Employee.
- C. If at the meeting or a subsequent hearing, the Employee who was suspended is determined to be completely blameless of charges regarding the offense; the Employee shall be reinstated to their former position without loss of METRO or classification seniority and will be paid wages lost as though the Employee had not been suspended. It is agreed that no entry shall be made on the Employee's record of the suspension, if the Employee was found to be completely blameless. If it is found that the Employee in question was partially blameless, then METRO may reduce the penalty and/or return some or all of the Employee's lost wages.
- D. An Employee shall be given an opportunity to answer any charges or complaints in writing. This response shall remain part of the Employee's record as long as the complaint or charge remains on file.
- E. The Employee shall have the right to Union representation at any meeting or hearing that the Employee has a reasonable basis to suspect may result in discipline. The Employee's representative, or the

Employee if not represented, will be allowed to question all witnesses.

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

16.07. Assessment of Suspensions

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

16.08. Extensions

By agreement between METRO and the Union, the limits set forth in this Article may be extended to specific times in individual cases. They shall be further extended by up to one (1) year whenever the Union shall advise METRO in writing that the

grievance or claim has been appealed to the International Union for decision within the organization and that upon determination of the appeal, the case will be renewed actively by the Union.

Whenever cases are first to be adjudicated within the Union, it is understood that METRO shall not be penalized for accrual of time from the date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to proceed with the case, at which time the extension of time shall end and the limits shall be applicable to the case.

16.09. Time Limits and Forfeiture

In computing the time limits as fixed in this Article, Saturdays, Sundays, and holidays shall be excluded. The failure of METRO to adhere to the time limitations set forth above shall result in forfeiture of METRO's case. **If in potential termination cases, METRO cannot complete its investigation within the twenty (20) day period described in Section 16.03, the twenty (20) day period will be extended for another thirty (30) days. If at the end of the additional thirty (30) days METRO is unable to complete the investigation because it needs additional information from third parties, because witnesses cannot be interviewed, or other exigent circumstances, it will inform the Union of those facts, and METRO will be granted further extension until the information is received, the witnesses are interviewed, or the exigent circumstances are resolved. If an Employee and the Union representative fail to attend any meeting or hearing referred to in this Article, it shall result in the right of the Union to appeal to the next level.**

16.10. Discipline or Discharge of Probationary Employees

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

16.11. Exclusionary Rule

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

ARTICLE 17. GRIEVANCES AND CLAIMS

17.01. Definition

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

17.02. Notification

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

17.03. Informal Conferences

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

17.04. Hearing

Within fifteen (15) days after the receipt of the grievance, the parties shall meet in a hearing and attempt to settle the grievance,

with the understanding that the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance. A written decision shall be rendered within ten (10) days after completion of the hearing and copies furnished to all parties.

17.05. Final Appeal Before Arbitration

Within ten (10) days after the receipt of the decision of METRO management, an appeal may be directed to the CEO/General Manager or their representative. The hearing will be held within fifteen (15) days and the Employee and the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance. A written decision shall be rendered within ten (10) days after completion of the hearing and copies furnished to all parties.

17.06. Extension of Time Limits

The time limitations set forth in this Article may be extended by mutual written agreement. They shall be further extended by up to one (1) year whenever the Union shall advise METRO in writing that the grievance or claim has been appealed to the International Union for decision within the organization and that upon determination of the appeal, the case will be renewed actively by the Union. Whenever cases are first to be adjudicated within the Union, it is understood that METRO shall not be penalized for accrual of time from the date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to proceed with the case, at which time the extension of time shall end and the limits shall be applicable to the case.

17.07. Violation of Time Limits

The failure of the Union to adhere to time limits set forth above or to appear at the time of the hearing shall cause forfeiture

of the Union's case. The failure of management to adhere to the time limitations set forth above shall result in the right of the Union to appeal to the next level.

17.08. Applicability of Article

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

17.09. Computing of Time Limits

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

17.10. Submittal and Payment of Claims

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

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

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

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

ARTICLE 18. APPEAL TO ARBITRATION

18.01. Appeal to Arbitration

If a grievance or a dispute which has been processed in conformance with the procedures set forth in Articles 16 and 17, and which involves the interpretation, application, or breach of

any of the terms of this Agreement or the discipline or discharge of any employee covered by this Agreement, is not settled to the satisfaction of the Union or METRO, either party may, within twenty (20) days from the date of the decision, by written notice to the other party, request that the matter be submitted to arbitration for decision.

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

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

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

- A. Within ten (10) days from the date of notice of appeal, the Union and METRO may mutually agree on a neutral party from an independent source to serve as an Arbitrator. In the event the Union and METRO fail to agree on the neutral party, they shall immediately

thereafter jointly request the California State Conciliation Service to submit to them a list of seven (7) persons qualified and available to act as an Arbitrator. If the list is requested from the California State Conciliation Service, the Union and METRO, within five (5) days of receipt of the list, shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall, within five (5) additional days after the receipt of the list of names, alternately strike three (3) names from the list, with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot. The Arbitrator is requested to expedite the decision. At the request of either party, Court Reporter shall be present at the hearing. Unless both parties agree, the costs shall be borne by the requesting party. Upon the agreement of the Union and METRO, a transcript of the proceeding shall be made available to both parties and shall be included in the final hearing expenses.

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

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

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

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

The controversy shall be heard by a single arbitrator selected, in rotation, from the three (3) person expedited arbitration panel. Should the arbitrator scheduled to hear the next matter be unavailable for a period of sixty (60) calendar days the following arbitrator in the rotation list shall be used.

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

Following each case, the Arbitrator will meet with one (1) representative of the Union and Management in closed session. The Arbitrator will mediate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree within thirty (30) minutes, the Arbitrator will render the decision.

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

18.02. Appeal of the Arbitrator's Decision

- A. The Union or METRO may appeal the decision of the Arbitrator solely on the condition that the Union or METRO can substantiate that the ruling is inconsistent with applicable State or Federal Law or METRO rules and regulations in effect at the time of the occurrence on which the grievance or dispute is based. It is understood that, should there be a conflict between METRO rules and regulations and any provision of this Agreement, only rules of this Agreement shall apply. It is further understood that METRO will not revise its rules and regulations without first offering to meet and confer on those revisions with the Union.
- B. The appeal shall be submitted to the Santa Cruz Metropolitan Transit District Board of Directors within fifteen (15) days from the date of ruling by the Arbitrator. A written decision of the appeal to the Board of Directors shall be prepared by the Board of Directors within five (5) days from the date of the appeal hearing and two (2) copies shall be mailed to the Union within five (5) days from the date of decision.

18.03. Time Periods

In computing the time limits as fixed in this Article, Saturdays, Sundays and METRO holidays shall be excluded except where "calendar days" are specified. Any of the time periods within any of the steps required in this Article may be extended by mutual consent of the parties. The failure of either

party to adhere to the time limitations set forth or to appear at the time of the hearing shall cause forfeiture of that party's case.

ARTICLE 19. COURT APPEARANCES

19.01. Compensation for Appearance

METRO agrees that when they direct an employee in conjunction with any legal matters involving METRO directly, or indirectly, or for time spent under subpoena by METRO in any proceedings wherein their presence is required, due to their witnessing occurrences while on duty, to compensate the Employee at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of the appearance. Pay will include travel from the employee's home Base to point of appearance and return. METRO will notify the employee at least five (5) days prior to notification of the court date. If there is a conflict with signed-on Annual Leave, METRO will work with the employee to resolve the conflict.

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

A. During Regular Work Hours:

An employee will not be paid less than they have received had they worked their scheduled assignment.

B. During Regular Time Off or Days Off:

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

C. On Annual Leave

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

19.02. Instructions to Report

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

19.03. Traffic Citations

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

19.04. Legal Assistance

In the event an employee is 1) charged with any crime or traffic violation arising directly out of a collision or incident involving a METRO vehicle, property or person, occurring while the employee is on duty and within the course and scope of their employment, or any crime allegedly perpetrated while the employee is on duty and within the course and scope of their employment; and 2) the employee has not engaged in any action that would subject that employee to termination; and 3) the

employee is ultimately acquitted of all charges; METRO shall reimburse the employee for reasonable legal fees incurred for the employee's defense. If the parties cannot agree within two (2) working days upon the amount of reasonable reimbursable legal fees charged by Santa Cruz County attorneys, the Union and METRO will jointly prepare a letter by the end of the second day to the Santa Cruz County Criminal Defense Bar requesting that it assign an association member to review the legal fees and determine whether they are reasonable. METRO shall pay any required fees for this service. METRO shall only be responsible for payment of legal fees if the Court has determined that the employee is not eligible for the Public Defender due to their income level.

19.05. Legal Support

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

required fees for this service. METRO shall only be responsible for payment of legal fees.

ARTICLE 20. MANAGEMENT RIGHTS

20.01. Management Rights

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

ARTICLE 21. CONTINUITY OF SERVICE TO THE PUBLIC

21.01. Continuity of Service to the Public

It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and orders of duly constituted public regulatory bodies or governmental authorities. The parties agree that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with rules, regulations or orders. During the term of this Agreement, neither the Union nor its members shall call, sanction, assist or engage in any strike, slowdown or stoppage of METRO's work, operations or service, or in any manner sanction, assist or engage in any restrictions or

limitations of the work, operations, or service of METRO. Refusal of an employee to cross a primary picket line shall not be construed as a violation of this Agreement.

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

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

ARTICLE 22. ASSIGNABILITY

22.01. Assignability

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

ARTICLE 23. SEPARABILITY

23.01. Separability

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

ARTICLE 24. COLLECTIVE BARGAINING DURING TERM OF AGREEMENT

24.01. Final Agreement Between the Parties

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

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

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

party shall use any type of economic force in support of any proposals either of them make on any of these subjects.

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

ARTICLE 25. EFFECTIVE DATE–DURATION–TERMINATION

25.01. Effective Date–Duration–Termination

- A. Except as otherwise provided herein, this Agreement shall be made effective **July 1, 2023**, and shall remain in full force and effect to and including June 30, **2026**, and shall continue in effect for additional periods of one (1) year thereafter, unless notice in writing of termination has been served by either party upon the other not later than ninety (90) calendar days prior to this expiration date or any subsequent yearly period. The duration of and termination date of this Agreement shall remain in full force and effect regardless of the Local Union's affiliation with, or disaffiliation from, any International Union.
- B. Any requests to modify or change this Agreement or any portion thereof, shall be made in writing and shall be served on the other party not later than ninety (90) calendar days prior to **June 30, 2023**, and in the event the Agreement is in effect after that date, by reason of the provisions of subsection (A) hereof, not later than ninety (90) calendar days prior to the expiration date of any subsequent yearly period.
- C. METRO shall provide release time without loss of compensation from work time for up to three (3) employed Union Representatives to participate in

collective bargaining pursuant to the modification or termination of this Agreement. Release time shall include one (1) hour before the scheduled start time for those sessions scheduled less than a full day.

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

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

ARTICLE 26. GUARANTEED WORKWEEK

26.01. Regular Employees

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

26.02. Extra Board Employees

- A. An Extra Board employee shall be guaranteed eight (8) hours pay time per day, five (5) days per week provided

the Employee is available and works as assigned, with two (2) consecutive days off.

- B. All pay time for an Extra Board employee will be included and be part of the eight (8) hours daily guarantee, subject to the provisions of Article 12.02D (Holiday Pay).
- C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.

26.03. Part-Time Employees

- A. A. A part-time employee shall be guaranteed four (4) hours pay time per day worked, twenty (20) hours pay time per week provided the Employee works as assigned, with two (2) or more consecutive days off. In the case of any shift less than four (4) hours, METRO shall pay four (4) hours pay time and these runs shall be considered as containing four (4) hours work time.
- B. All pay time for a part-time employee will be included and be a part of the four (4) hour daily guarantee subject to the provisions of Article 12.02D (Holiday Pay).
- C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.

26.04. General Provisions for All Employees

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

26.05. Additional Work

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

26.06. Breaks in Split Runs or Shifts

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

26.07. Exceptions

- A. An employee relieved before the completion of a day at their own request, or who is absent from duty and not available for service for part of a day, shall receive pay

for only the portion of the day worked and the minimum allowance of eight (8) hours shall not apply.

- B. Where an Operator misses-out on an assignment and subsequently reports to work within two (2) hours of their originally scheduled report time, the Employee shall receive pay only for hours worked, with a minimum guarantee of four (4) hours, thereby forfeiting their guaranteed five (5) day, eight (8) hours per day workweek. The reduction in the workweek shall only apply to the day in which the Operator missed out

ARTICLE 27. OVERTIME

27.01. Overtime Provisions

An employee shall be paid one and one half (1 ½) times their regular wage rate for all work the Employee performs that is in excess of eight (8) hours per day or each hour in excess of forty (40) hours per week. An employee shall be paid two (2) times their regular wage rate for all work performed on their seventh (7th) consecutive day of that pay week.

27.02. Work on Days Off

- A. No employee shall be required to work on their day or days off.
- B. An employee shall be paid one and one half (1 ½) times their regular wage rate for all work performed on their scheduled days off provided that the Employee will have worked forty (40) hours within that work week. An employee shall be paid two (2) times their regular wage rate for all work performed on the seventh (7th) consecutive day of that pay week. Annual Leave Holidays, Jury Duty, and Union business will be considered time worked for the purposes of this

Section. A full-time employee shall be guaranteed twelve (12) hours pay time for working on their day off provided the Employee works as assigned on that day. However, should METRO cancel accepted overtime, the employee shall receive eight (8) hours pay time if not cancelled within sixty (60) minutes of overtime being accepted.

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

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

27.03. Calling of Additional Employees

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

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

- A. General Provisions:
 - 1. METRO will determine what work, if any, is to be made available for overtime
 - 2. Where more than one assignment is available at the time of the call for additional work, an employee will be given their choice of work, subject to rest requirements.

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

B. Special Provisions:

1. Next Day Assignments:

When an employee on a call list is working a shift, the Employee will be contacted by radio, and will be asked for an affirmative or negative response as to working the following day. If the response is affirmative, and there are more than two (2) assignments available, the employee will contact the Dispatcher or Supervisor on duty by telephone and choose their assignment. In the event there is only one (1) assignment available, that

assignment will be identified and the employee shall respond over the radio. If no call is received, the employee will be assigned the piece with the earliest sign-on time.

2. Same Day Assignments:

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

ARTICLE 28. SPECIAL PROVISIONS-VEHICLE MECHANICS

[ARTICLES 28.01, 28.02, AND 28.03 REMOVED BY
AGREEMENT OF THE PARTIES]

ARTICLE 29. PASSENGER SERVICE ASSIGNMENTS

29.01. Classification of Assignments

- A. Work shall be designated full-time regular assignments, extra board assignments, part-time assignments and special assignments.

- B. Work assignments will be classified as straight or split shifts. Regular assignments may not be split more than once.

29.02. Establishment of Passenger Service Work Assignments

- A. All passenger service work (including preparatory time, pull-in time, deadhead allowances and/or travel time in connection therewith) having a regularity of five (5) days in any given week shall be established as regular assignments. Full-time regular assignments will in no case exceed five (5) days per week. METRO will establish regular or part-time assignments.
- B. Not less than forty percent (40%) of the total number of all full-time regular assignments shall be straight assignments. On holidays the percentage of straight assignments shall be governed by the schedules operated.
- C. METRO shall establish no less than seven (7) full-time regular assignments, and the Union shall have the opportunity to negotiate additional regular assignments as the ratio of available drivers to service demand increases, no less than fifteen (15) days prior to the next posting of available bids for a bid period affected by such change in ratio.

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

29.03. Preparatory Time

- A. Each Operator will be allowed **seventeen (17)** minutes preparatory time for the purpose of getting equipment ready for pull out.
- B. An employee driving non-revenue equipment is excluded from this section unless the employee uses a vehicle which is to be put into line service when making their relief. In this event, the employee pulling the vehicle out will be paid preparatory time.

29.04. Beginning/Ending of Day

A day for an employee begins at the time that the Employee is first required to report. It is understood that an employee will be scheduled ten (10) hours of release time from duty before commencing a new day

29.05. Description of Work Assignments

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

29.06. Pay for Infraction of Rest Period

When the rest period between the time of terminating one (1) day's work is less than ten (10) hours (unless resulting from voluntary change of runs or shifts or on a hold-down or from other employee requested shift changes), additional pay for each hour below ten (10) shall apply as follows:

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

2nd hr. below ten hours (10): An additional one (1) hour's pay for a total of two (2) hours pay at the employee's base wage rate.

29.07. Spread Time

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

ARTICLE 30. CHOICE OF FULL-TIME WORK ASSIGNMENTS

30.01. Types of Assignments

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

- A. An employee having an assignment which periodically does not operate will also bid the Extra Board for periods of non-operation and will bid by classification seniority for an order of report. The employee's days off will be those of their regular assignment.
- B. An Extra Board employee shall be guaranteed work as stated in Article 26. Selection of work for the Extra Board shall consist of choice of order of assignment, then two (2) consecutive days off. Selection of order of assignment and selection of days off are bid on at the same time but independent of each other. Order of assignment and selected days off remain the same until a work assignment becomes available or until slots are added to the Extra Board.
- C. **If METRO establishes two regular weekend assignments, the schedule for those positions will be bid by seniority.**

30.02. Bid Posting

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

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

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

A list showing all employees eligible to bid for the assignment(s) in order of classification seniority shall be posted. METRO will notify each employee eligible to bid of the availability of the assignment. A master copy of those bidding on the available assignment shall be posted at Operations Base and verified by the Union representative at the end of the bid sign-up.

30.03. Bid Sign up

Bid sign-ups for the purpose of the selection of assignments, days off and positions as Extra Board Employees shall be held four (4) times during the year. At each bid, an employee shall choose the type of work assignment for the duration of the forthcoming bid period on a classification seniority basis.

Assignments shall generally take effect as listed below:

- a. Mid-September
- b. Mid-December
- c. Mid-March
- d. Mid-June

30.04. Sign-Up Procedure

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

B. Bidding:

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

C. Eligibility to Bid:

To be eligible to bid if absent due to illness or injury, the employee must have written documentation on file from a medical provider certifying fitness for duty within fifteen (15) calendar days after commencement of the assignment.

Annual Leave signed on at least one (1) month in advance of the commencement of the bid, and scheduled during the first thirty (30) calendar days of the assignment, shall be considered time worked for the purposes of this Section.

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

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

D. Retention of Work Assignment:

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

E. Holiday Sign up:

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

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

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

F. Bid Results:

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

G. Allowance for Rest Time:

An employee not rested to take over their new assignment on the day it is effective will be allowed to pick up their assignment after the required eight (8) hour rest period. The

employee shall be guaranteed the full earnings of the assignment as stated in Article 26.

H. Work Review:

The ParaCruz Manager or designee and two (2) representatives designated by the Union shall meet at least once every bid cycle in order to discuss work assignments and contract compliance, and for the Union to suggest day off distributions for regular and Extra Board assignments.

30.05. Change in Employee's Work Assignment

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

30.06. Trading Assignments

- A. An employee may trade their entire weekly work assignment or any part thereof. The employee will furnish the ParaCruz Manager or designee with a written request to trade their work assignment. The ParaCruz Manager or designee will post the request for trade. Only a working employee with seniority within that classification may sign on the list for trade of assignment. At the conclusion of the posting period, the employee trading their work assignment will then choose from the list of work assignments offered for trade. In the event that the employee chooses to trade their assignment with an Extra Board employee, they

shall assume the position and days off of the Extra Board employee and retain all rights of the position.

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

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

30.07. Hardship Cases

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

(8) hours pay per day, forty (40) hours pay per week at their base wage rate.

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

ARTICLE 31. METHOD OF HANDLING DRIVERS EXTRA BOARD

31.01. Definition of Extra Board

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

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

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

31.02. Posting Assignments

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

31.03. Filling Vacancies

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

31.04. Determining Assignments

- A. Work assignments for an Extra Board employee shall be assigned as follows: An Extra Board employee shall bid one (1) slot on the Extra Board posting board by order of seniority. The number of slots shall be equal to the number of Extra Board employees at the time of the

bid. All assignments will have a designated sign-on point. Work shall be assigned in order of sign-on time, beginning at the first slot and working toward the last slot, with the shift with the latest sign-off time going to the last available employee with the highest number and the shift with the earliest sign-on time going to the first available employee with the lowest number.

If two or more pieces of work sign-on at the same time, the assignment order shall be determined so that the employee with the lowest numbered position (earliest) gets the earliest estimated scheduled sign-off time and the employee with the highest numbered position (latest) gets the latest estimated scheduled sign-off time. There shall be no guarantee of sign-off time. There shall be no guarantee of work assignments being in any general time period. The only guarantee shall be the sequence of work assignments sign-on times with the following exceptions.

- B. An exception to the order of estimated scheduled sign-off rule will be for point, which will be assigned in order of actual sign-on time in relation to the actual sign-on times of shifts. In the event that a point shift and another extra-board shift punch in at the same time, the point shift will be assigned to the lowest numbered position (earliest)
- C. METRO reserves the right to move an employee from the regular order of work assignments for the following reasons:
 - 1. To prevent a contractual violation in the area of required ten (10) hour rest period.

2. By written request, in advance, from an extra board Operator for a specific date and time period. The ParaCruz Manager or designee shall allow one (1) request per day per four (4) Extra Board Operators. Requests shall be honored by earliest time-stamp. An employee is limited to five (5) written requests per bid and these requests will only be counted if the employee is released by the time requested. Exceptions to this limit on requests are: medical appointments for open workers' compensation claims, hold-downs, and Union business.
3. For any other reason deemed necessary by METRO to meet contractual obligations or for the continued service to the public.

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

31.05. Displacement

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

- A. An employee returning from a leave of absence, injury, or commencing work on the Extra Board may assume a slot on the Extra Board by displacement. Displacement shall be for order of assignment and choice of consecutive days off.
- B. In the event that all Extra Board slots are filled and remaining employees elect to join the Extra Board, or in the event a new employee enters service, or in the event of an employee vacating their assignment after

choosing not to trade their assignments in accordance with Article 30.06, the affected employee shall be assigned to the A.M./P.M. breakpoint of the Extra Board. The A.M./P.M. breakpoint will be determined by the Union. This information will be forwarded by the Union to the ParaCruz Manager or designee.

31.06. Run Around

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

31.07. Double Scheduling

When two (2) employees are scheduled for the same assignment, the regular employee, if any, will work the assignment. The second employee, assigned the work on the Extra Board or according to the provisions of Article 27, may be assigned point for eight (8) hours or may be assigned another work assignment, but in any event shall be guaranteed what the Employee would have been paid for that assignment, as well as a run around premium. If the second employee is required to work beyond their originally scheduled final sign-off time, the Employee shall be paid an additional premium of two (2) hours.

31.08. Point

A. Definition:

Point is defined as a daily assignment on the Extra Board consisting of a guaranteed sign-on time without specifically predetermined duties. Point sign-off times may be included

in the Extra Board work assignment to fill out an employee's eight (8) hour day in accordance with Article 31.08B, or to comply with a special request in accordance with Article 31.04. An employee on point shall be available at their designated sign-on time for immediate assignment, in accordance with Article 26.02A and Article 31.08B, to work not posted on the previous day's Extra Board or for work which becomes available because of the absence of its assigned employee. An Extra Board employee assigned point shall be available for necessary inspection of vehicles, movement of vehicles required for the maintenance of schedule in cases of mechanical breakdown, and operation of vehicles in revenue service to aid in maintenance of schedule, as may be required during the course of their day.

B. Minimum Report Pay:

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

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

ARTICLE 32. HOLD-DOWNS

32.01. Definition of Hold-Down

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

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

32.02. Hold-Down Posting

Each Friday, no later than 5:00 P.M., hold-downs which begin within six (6) and twelve (12) calendar days from that date shall be posted for bidding. The hold-down bid shall remain posted until 10:00 A.M. of the Tuesday following the original posting.

32.03. Hold-Down Bidding

An extra board employee who bids on a hold-down must be available to work the full assignment posted for bid. Previously signed on Annual Leave of up to twenty-five per cent (25%) of the duration of the hold-down shall not disqualify the employee from being awarded the hold-down. Requests for Annual Leave which if approved would exceed 25% of the hold-down shall be denied. Each hold-down shall be awarded to the most senior Extra Board employee bidding on that hold-down. Hold-downs shall be awarded and assignments posted concurrent with the posting of the daily Extra Board schedule on the Wednesday following the posting of the hold-down bid.

32.04. Duration of Hold-Down

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

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

ARTICLE 33. SPECIAL ASSIGNMENTS

33.01. V.I.P. Specials

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

33.02. Vehicle Pickups and Deliveries

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

ARTICLE 34. EMPLOYEE SAFETY

34.01. Reimbursement in Event of Robbery, Theft or Unprovoked Attack

METRO agrees to replace the following items or reimburse their cost to an employee if it is shown that the items were lost or damaged as a result of a robbery, theft and/or unprovoked attack on the employee while on duty, provided that there is a police report filed within seventy-two (72) hours. For the purposes of this Article, theft shall be defined as the carrying away of the employee's personal property without the permission of the employee.

- A. Replace and/or repair broken glasses; repair, clean or replace clothing damaged, soiled or taken from the employee during the course of a robbery or unprovoked attack.
- B. Replace or reimburse to the employee, not to exceed one hundred dollars (\$100), the value of a standard watch.

- C. Reimburse up to one hundred (\$100) of personal funds or miscellaneous items carried by the employee at the time of the robbery, theft or unprovoked attack. If the employee recovers their property, the Employee shall return to METRO the payment they received for the reimbursement.

34.02. Payment for Time Lost

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

34.03. Payment for Personal Losses Due to Collision

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

ARTICLE 35. OPERATING POLICY

35.01. Rest Periods

METRO shall schedule one (1) **fifteen (15)** minute rest period at the nearest point of accommodation for every **two (2) hours but not to exceed three (3) hours worked from the previous rest break or meal period. Employees will be allowed adequate time to find an appropriate location with access to a restroom.**

If a Van Operator is on standby for twenty (20) minutes or more, then that standby time shall be considered a rest period.

An employee may choose to postpone their rest break beyond the three (3) hour limit at their own discretion to accommodate the schedule.

35.02. Meal Periods

METRO shall schedule one (1) thirty (30) minute unpaid meal period for all employees. For Van Operators in the field, meal periods will be scheduled at the nearest point of accommodation for all work assignments greater than **six (6) hours, to be taken as close to the midpoint of said assignment as practical; no earlier than three and a half (3.5) hours and no later than five (5) hours from the Van Operator's punch in time.** Notwithstanding any other Article, unpaid meal periods may be scheduled in the field at the discretion of METRO.

35.03. Schedule Adjustments

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

35.04. Maintenance of On-Time Performance

METRO and the Union recognize that efficient route planning and reasonable working conditions require the provision of adequate running time and recovery periods for the purpose of maintaining a high level of on-time performance.

35.05. Route Review

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

35.06. Equipment Safety

- A. No employee shall be required to operate a METRO vehicle which does not have brakes, horn, steering, safety equipment, defroster, driver's seat, heater, **air conditioning**, windshield washer and wiper, sun visor, mirrors, head lamps, brake and tail lights each in correct adjustment and proper working order. METRO agrees that all equipment in service should be equipped with an operable radio. No vehicle will be used in service without a working radio.

- B. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards:
1. An employee shall report health or safety hazards to the Supervisor on duty and the Union upon discovery.
 2. If the Supervisor on duty is unable to abate the hazard, the Employee shall refer the matter to the Paratransit Operations Manager. An employee may refer a safety hazard directly to the Paratransit Operations Manager or Paratransit Administrator if the Supervisor on duty is unavailable or unable to abate the safety hazard.
 3. If METRO is unable to abate a safety hazard, and an employee has been assigned a task which could expose them to illness or injury or in the employee's good faith belief puts the employee or another person in danger of serious physical injury, the employee may refuse to perform the task. An employee's refusal in good faith to perform the task shall not be just cause for discipline provided that the employee's good faith belief is based on ascertainable, objective evidence supporting the employee's conclusions. No employee shall be discriminated against as a result of reporting any conditions believed to be a violation of health, safety or sanitation laws or regulations.

ARTICLE 36. LABOR/MANAGEMENT COMMITTEES

36.01. Labor/Management

The Union and METRO recognize that there may be employee issues that arise outside of the scope and language of the current Labor Agreement (examples—scheduling structure, on-time performance issues, training issues, facilities, etc.). The Union and METRO recognize that the opportunity for both parties to discuss these issues is important to the continuance of a quality work environment.

It is the intent of this Article to encourage both parties to work cooperatively together to problem solve in a timely manner. METRO agrees to allow Union representatives to schedule meetings to discuss specific issues related to paratransit operations with the Operations Manager – Paratransit or designee. They shall meet quarterly or more often if both parties agree, to consider potential and actual safety, health, training and other matters affecting the quality of work life of an employee within the representation unit.

Paratransit Union representatives will be provided the opportunity to participate in various METRO-wide meetings (such as the Health and Safety Committee) **in accordance with Article 4.01.**

36.02. Accident Review Committee

Preamble

METRO's primary responsibility is rendering safe and efficient transportation. METRO affirms its obligation to comply with all Federal, State, and local regulations concerning safe transit operations and occupational health, safety, and training of an Employee. METRO will take all steps necessary to ensure Employee health and safety,

including abatement of any safety and health hazards, to create a safe working environment. METRO will provide Employees eight (8) hours of training or retraining annually. To this end, the Union and METRO will establish the following committee:

The Accident Review Committee shall be composed of two (2) representatives of METRO management and two (2) members of the representation unit designated by the Union.

Each side shall have a reasonable number of silent observers. This Committee shall be responsible for accident review and shall meet at least monthly to review chargeability recommended by METRO.

A. Access to Records

1. METRO shall conduct a post-accident vehicle inspection upon request of the Employee and shall report the results within ten (10) days to the Accident Review Committee and the Employee.
2. The Committee established by this Article shall have complete access to all pertinent records. This shall include but not be limited to any and all documents filed or used by METRO employees, witnesses, and police reports, excluding any materials prepared, maintained, or used in litigated matters. **This committee shall have access to all video recordings of incidents and accidents.**

B. Recompense for Members

All employees who are Accident Review Committee members shall be reimbursed by METRO at their current rate of pay for all time spent on Committee

work. METRO shall release members from work when METRO scheduling conflicts with Committee work.

C. Scope of Committee Responsibility

1. Accident Review Committee

The Accident Review Committee shall be responsible for reviewing the circumstances surrounding motor vehicle, equipment, or passenger accidents involving METRO Van Operators, and to make determinations as to whether the accident is considered either “chargeable” or “non-chargeable” as outlined below. All actions of the Accident Review Committee shall be a majority vote of the members in attendance and voting; however, a minority opinion may be attached to any Committee determination and submitted to the Operations Manager - Paratransit or their representative. If there is a tie vote, the **case shall be submitted to be reviewed by the COO or designee and the Committee of Adjustment. If the matter cannot be resolved, the** accident will be referred to a mutually agreed upon representative of the California Highway Patrol, for final determination. METRO and the Union agree to share this cost, if any. If an accident is referred to the California Highway Patrol for final determination, both parties will submit their appeal jointly within thirty (30) days of the tie vote. The parties may extend this time line by mutual agreement.

2. Accidents Defined

An accident shall be defined as any event involving a METRO employee while driving METRO equipment (including startup and shutdown) in which any property damage or personal injury results, regardless of how slight.

- a. A chargeable accident is defined as an accident resulting from the failure of the employee to:
 - i. obey all traffic laws
 - ii. recognize the rights of others
 - iii. use due care in the operation of their equipment
- b. A non-chargeable accident is defined as an accident resulting from circumstances beyond the control of the employee and in which the employee exercised either defensive driving and/or due care. Any event resulting from the direction of an on-site Supervisor or law enforcement personnel shall be considered a non-chargeable accident. This does not relieve an employee from exercising due caution. **If an incident is found to be non-chargeable it may not be used to initiate or support disciplinary action.**

3. Procedures for Reviewing Accidents

Each month METRO shall review the accidents of the previous month. All cases reviewed will be forwarded to the Union. Accident information forwarded to the Union shall include all cases

reviewed, occurrence reports, supervisor reports, police reports, photographs, and courtesy cards. The Accident Review Committee shall meet at least seven (7) working days after the receipt of all pertinent accident information by the Union. **All known accidents or incidents that occurred more than ninety (90) calendar days prior to the day of the Accident Review Committee meeting will not be reviewed and will be assessed as non-chargeable. However, the Employee may be required to attend retraining.**

All accidents involving Employees shall be reviewed by the Accident Review Committee to determine whether or not the accident was chargeable. Employees involved in accidents shall not be present when the Committee members are voting. Employees and Supervisors shall excuse themselves from the proceedings when an accident that they are involved in comes up for review. In this event, the silent observer will be allowed to speak and vote in the determination of the case. In cases where more investigation is needed to determine "chargeability" or "non-chargeability," the parties agree to "holdover" a determination until the next scheduled Accident Review Committee meeting.

4. Appeals of chargeability shall follow the schedule outlined below:

Appeals of monthly accident review results may be made at the following monthly meeting if new evidence is made known. The Union will notify the Committee members of all appeals. The employee

involved in an accident may attend, upon request and without pay, the appeal session in which they have new evidence to present.

New evidence shall include witnesses, photographs, police reports, physical evidence, and expert testimony by recognized authorities.

New evidence shall not include altered statements by either Employees or Supervisors who have a responsibility to provide a full report of events within time lines. However, clarifying statements submitted by either side that recall events surrounding a particular accident might be considered.

Appeals may also be initiated if the determination of the Committee conflicts with this agreement, past practice, or with METRO policy. Appeals will be handled by the COO or designee and a representative of the Committee of Adjustment.

5. Broken Mirror and Clearance Lamp Policy

Any event where a **mirror** head, the **mirror** arm or clearance lamp is damaged to the point of replacement constitutes an accident. Broken glass or a spot mirror falling off shall not be considered an accident. Broken clearance lenses, bulbs, or lenses falling off the van, shall not be considered an accident.

Documented Obstacles and Hazards: Any event, which occurs while driving a METRO involving a previously reported and documented obstacle or hazard that impedes the safe path of

travel shall be considered a non-chargeable accident, if the hazard has been verified in writing by a **METRO supervisor or manager. If a manager or supervisor changes a route and the new route is not appropriate for the vehicle, the driver will not be held responsible.**

ARTICLE 37. SPECIAL PAY PROVISIONS

37.01. Making of Reports

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

37.02. Bilingual Pay

The Union and METRO recognize the need for employees bilingual in Spanish and English, or other METRO designated language, which enhances their value to METRO. METRO shall pay a premium of twenty dollars (\$20) to a working Operator who has forty (40) or less pay time hours each two-week pay period and forty-four (\$44) dollars to an Operator who had more than forty (40) pay time hours each two-week period. Each Operator who has successfully completed the Spanish Competency Test is entitled to this premium. An Operator on a special non-passenger service assignment shall not be eligible for bilingual pay. An Operator's bilingual ability shall be determined by METRO's selected qualified persons and may be retested annually. Test may be conducted during each quarterly bid upon written request

from an Operator. The bilingual rate shall be effective immediately following successful completion of the test, and any retroactive adjustments will be paid on the first pay period following qualification for the bilingual premium. For the purposes of this article, a working operator is defined as having worked at least two (2) hours of one (1) shift on one (1) day within the two-week pay period. The remainder of paid time hours for the purposes of determining the amount of premium pay—either \$20 dollars or \$44 dollars—may be any combination of work, holiday pay, or accruals used to cover scheduled work time within the two-week pay period.

37.03. Line Instructor Pay

An Operator designated by METRO as a qualified Line Instructor shall receive a premium of fifty dollars (\$50) for each shift worked as a Line Instructor. Only Operators so designated will function as a Line Instructor.

37.04. Transfer and Qualification Period

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

37.05. Training and Personnel Meetings

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

37.06. Driver's License and Other Certifications

Employees required to maintain a license, endorsement, or other certification as a condition of their employment shall be reimbursed for the renewal of State licenses and any other licenses, endorsements, or certification required. To receive reimbursement, the employee must present a receipt denoting payment of fee and must show the appropriate METRO official their license, endorsement, or certificate when received.

37.07. Use of Private Automobile

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

37.08. Union Orientation

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

37.09. **This Section has been deleted by mutual agreement of the parties.**

ARTICLE 38. MISCELLANEOUS PROVISIONS

38.01. Transportation Privileges

- A. An employee shall receive **Fixed Route** 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.
- C. An employee leaving the service of METRO by retirement under the Public Employees Retirement System (PERS) and continuing to reside in Santa Cruz or adjoining counties and the employee's eligible dependents shall receive a pass.
- D. METRO bus passes shall be honored on all buses operated by METRO in regular scheduled fixed route service.

38.02. Union and Employee's Mail

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

facility shall be sent to the employee's Base and promptly delivered to the addressee's box.

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

38.03. Equipment on Revenue Vehicles

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

METRO agrees to meet with the Union when determining the specs for any new vehicle purchases. The Union shall be allowed to provide feedback.

38.04. Checking Earnings

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

38.05. Personnel Files

- A. Personnel files shall be maintained by METRO Human Resources Director. Every personnel file shall be kept in a locked cabinet and will contain: all employment

applications, all performance evaluations, all disciplinary actions not reversed on appeal, commendations, personal information, status change forms and other official records including, but not limited to, results of all personnel hearings, counseling sessions and training record.

- B. No adverse written materials shall be placed in an employee's files without prior notice and a copy given to the employee and the Union.
- C. The employee shall have the right to review any material contained in their personnel files or material pertaining to them in any file in METRO.
- D. Telephone complaints may not be entered into an employee's personnel file unless the passenger complaint procedures of Article 16.06G are followed.

38.06. Printing of Agreement

METRO will pay the cost necessary to provide copies to every employee and every new hire during the term of the Agreement. Thereafter, additional copies will be paid for by the Union.

METRO will provide the Union with a copy of the contract in electronic format as soon as available. Printing services shall be provided by a Union shop.

38.07. Incoming Calls

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

38.08. Time Cards

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

38.09. Sanitary Facilities

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

38.10. Records Provided

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

- F. METRO shall provide the Union with notice and minutes of all joint Union-Management committees.

38.11. Cleanup

An employee within the representation unit shall not be paid time for cleanup, but a location and facility shall be provided for cleanup after a duty shift. The cleanup facilities shall include a clean and sanitary restroom. In the event that METRO constructs a new ParaCruz facility, the new facility shall include a shower. In the event METRO leases a new facility, it will make a good-faith effort to include shower facilities.

38.12. Employee Ready Room

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

38.13. Bulletin Boards

The Union shall have access to two (2) 3' x 5' bulletin boards for purposes of posting pamphlets, handbills, and other literature.

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

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

38.14. Access to Rules

Each employee shall be provided a copy of METRO's personnel policies and the Van Driver's Handbook as well as any other rules, regulations, policies or procedures that may be used as a basis for discipline, counseling, or adverse entry in an employee's records.

38.15. Physical Examinations

An employee's license renewal physical will be performed by a **qualified** physician of the Employee's choice at METRO's expense, not to exceed an amount equal to the amount METRO would have recognized had the physical been conducted by a physician selected by METRO. In the event the Employee elects to use private insurance, or a METRO-sponsored health plan, METRO shall reimburse the Employee expenses associated with use of insurance or health plan up to an amount equal to the amount METRO would have recognized by a METRO-appointed physician. METRO shall notify each employee two (2) weeks prior to expiration of medical certification. A physical will be scheduled on the employee's own time. An employee who is not notified of expiration shall continue on pay status for up to one (1) week after the license has expired but shall not be allowed to drive METRO vehicles until the Employee provides proof that their medical certificate is renewed.

38.16. Service Letter

When an employee covered by this Agreement leaves the service of METRO, the Employee will be given a service letter, if the Employee so requests, within five (5) days of the date of the

request, stating their term of service and capacity in which employed.

38.17. Evaluations

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

38.18. Regulation Clocks

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

ARTICLE 39. LIMITATION ON PART-TIME

39.01. Limitation on Part-Time

Part-time employees are covered by all Articles of this Agreement except as specifically excluded in this Article. The

maximum number of part-time employees in any classification under this provision shall not exceed ten percent (10%) of the number of full-time employees within that classification, during the term of this Agreement.

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

ARTICLE 40. CHOICE OF PART-TIME WORK ASSIGNMENTS

40.01. Work Assignments

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

40.02. Time and Pay Requirements

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

40.03. Use of Part-Time Operators

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

40.04. Part-Time Operator Selection of Work

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

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

ARTICLE 41. PART-TIME EMPLOYEES BENEFITS

41.01. Medical Insurance

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

41.02. Dental and Vision Insurance

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

41.03. Other Benefits

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

41.04. Sick Leave and Annual Leave

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

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

41.05. Leaves of Absence

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

41.06. Holidays

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

ARTICLE 42. CHANGE OF CLASSIFICATION

42.01. Change of Classification

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

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

DEFINITIONS

ACTIVELY WORKING

An Employee who works at least eighty-five percent (85%) of their scheduled work hours within a quarterly bid is considered to be actively working. Annual Leave days and holidays taken and Union release time will be considered time worked for this calculation.

AM/PM BREAKPOINT

Created by polling Extra Board Employees for their preference for early or late sign-off times at the quarterly bid sign-up. The dividing point between the Employees requesting early assignments and the Employees requesting late assignments shall be defined as the AM/PM Breakpoint.

DISPLACEMENT

The exercise of an Employee's seniority in displacing a junior Employee whenever applicable.

DAYS

Unless otherwise stated, days shall mean business days, Monday through Friday, excluding METRO holidays.

FAMILY MEMBER (except as defined in Section 14.04-Bereavement Leave)

Family member for the purposes of this Agreement shall include the employee's 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).

HOLIDAY PAY RULE

An Employee on sick leave status or absent on unpaid status (including industrial injury) on the Employee's scheduled work day before, day of, or day after a holiday shall not qualify for holiday pay.

PAID STATUS

Paid status is when an Employee is paid at the Employee's base hourly wage rate for scheduled work hours and hours of overtime worked, including the use of sick and/or annual leave accruals in lieu of scheduled work hours.

PAY TIME HOURS

Pay time hours are the sum of all work and daily guarantee time plus overtime premium plus spread premium in a daily work assignment. This expresses the total pay for a daily assignment when multiplied by the base hourly rate of pay.

PLATFORM TIME

The time that a METRO revenue vehicle spends away from the garage, from pull-out time to pull-in time, including deadhead, layover, and in-service time.

POINT

A day's assignment on the Extra Board consisting of a guaranteed sign-on time at the Extra-Board Employee's home Base.

PULL-OUT/PULL-IN TIME

The time of day specified by operating schedules or assigned by the Supervisors for an Employee to leave or return to the base in a METRO revenue vehicle entering or leaving revenue service.

REGISTERED DOMESTIC PARTNER

For the purposes of this Agreement, the eligibility criteria for registration of a domestic partnership is set by statute.

REGULAR DAY OFF

Regularly recurring non-work days which are part of a Bid run or a Bid Extra Board assignment.

REGULAR EMPLOYEE

Any Employee who chooses a regular or extra spread assignment at the quarterly bid sign up, or secures a hold-down during the bid.

SIGN-ON/SIGN-OFF TIME

The scheduled time to report for duty and leave duty.

SPREAD TIME

Total elapsed time from initial scheduled report time to final sign-off time for the day.

TEN (10) HOUR DRIVE RULE

No driver of a vehicle that carries passengers for compensation may drive for more than ten (10) hours in any twenty-four (24) hour period unless eight (8) consecutive hours off duty have elapsed.

TEN (10) HOUR REST PERIOD

Required time between sign-off of one day's assignment and scheduled sign-on of the next day's assignment.

This Memorandum of Understanding is entered into by the International Association of Sheet Metal, Air, Rail, and Transportation Workers (SMART, Paracruz) 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

International Association of Sheet Metal,
Air, Rail, and Transportation Workers
(SMART Local 0023 Paracruz)



Dawn Crummié
Human Resources Director



James Sandoval
Chief Negotiator/General Chairperson



Daniel Zaragoza
Operations Manager, Paratransit Division



Brandon Freeman
Vice Chairperson



Chuck Farmer
Chief Financial Officer



Jaime Renteria
Vice Chairperson

Date: 2/19/24



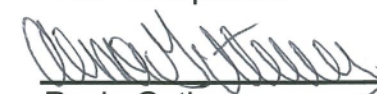
Jose Carranco
Vice Chairperson



Darna Stewart
Vice Chairperson



Nate Abrego
Vice Chairperson



Rosie Gutierrez
Vice Chairperson

Date: 2/19/24

APPENDIX A

Effective June 22, 2023/Adopted by the Board as of August 11, 2023

SMART Personnel	After 1 Year										After 2 Years										After 3 Years										After 4 Years										After 5 Years										After 6 Years									
	Step 1		Step 1.1		Step 2		Step 2.1		Step 3		Step 3.1		Step 3.1.1		Step 4		Step 4.1		Step 5		Step 5.1		Step 5.1.1		Step 6		Step 6.1		Step 7		Step 7.1		Step 7.1.1		Step 8		Step 8.1		Step 9		Step 9.1		Step 9.1.1																	
New Hire	Step 1	Step 1.1	Step 1.1.1	Step 2	Step 2.1	Step 2.1.1	Step 3	Step 3.1	Step 3.1.1	Step 4	Step 4.1	Step 4.1.1	Step 5	Step 5.1	Step 5.1.1	Step 6	Step 6.1	Step 7	Step 7.1	Step 7.1.1	Step 8	Step 8.1	Step 9	Step 9.1	Step 9.1.1	Step 10	Step 10.1	Step 10.1.1	Step 11	Step 11.1	Step 11.1.1	Step 12	Step 12.1	Step 12.1.1	Step 13	Step 13.1	Step 13.1.1	Step 14	Step 14.1	Step 14.1.1	Step 15	Step 15.1	Step 15.1.1																	
Class Title																																																												
CLERK I	17.60	18.45	19.37	18.48	19.40	20.32	19.40	20.37	21.34	20.37	21.39	22.41	21.39	22.46	23.53	22.46	23.58	24.70	23.58	24.76	25.94	24.76	25.95	27.30	26.00	27.30	28.50	27.30	28.51	29.96	28.51	29.97	31.58	30.18	31.59	33.29	31.59	33.30	35.09	33.30	35.10	36.98	35.10	36.99	38.96	38.97	40.93													
CLERK II	17.97	18.87	19.76	18.87	19.81	20.75	19.81	20.80	21.79	20.80	21.82	22.88	21.84	22.93	24.02	22.93	24.08	25.23	24.08	25.28	26.48	25.28	26.54	27.90	26.00	27.90	29.30	27.90	29.31	30.96	29.31	30.97	32.79	30.97	32.80	34.70	32.80	34.71	36.69	34.71	36.70	38.76	38.77	40.83																
CLERK III	18.60	19.53	20.46	19.53	20.51	21.49	20.51	21.54	22.57	21.54	22.62	23.70	22.62	23.75	24.88	23.75	24.88	26.13	24.88	26.19	27.44	26.19	27.50	28.90	27.50	28.91	30.36	28.91	30.37	32.06	30.37	32.07	33.99	32.07	33.99	36.09	34.09	36.10	38.38	38.39	40.75																			
CLERK IV	19.23	20.20	21.17	20.20	21.21	22.27	21.21	22.27	23.42	22.27	23.43	24.68	23.43	24.69	26.04	24.69	26.10	27.46	26.10	27.52	29.00	27.52	29.01	30.54	29.01	30.55	32.16	30.55	32.17	33.96	32.17	33.97	35.95	33.97	35.96	38.14	38.15	40.41																						
REGISTRAR	18.60	19.45	20.32	19.45	20.33	21.40	20.33	21.54	22.67	21.54	22.72	23.90	22.72	23.85	25.18	23.85	25.19	26.67	25.19	26.72	28.34	26.72	28.35	30.16	28.35	30.17	32.06	30.17	32.07	34.06	32.07	34.07	36.24	36.25	38.60	38.61	41.05																							
NON OPERATOR	18.43	19.35	20.27	19.35	20.32	21.29	20.32	21.34	22.36	21.34	22.41	23.47	22.41	23.53	24.65	23.53	24.71	25.89	24.71	25.95	27.19	25.95	27.25	28.65	27.25	28.66	30.19	28.66	30.20	32.00	30.20	32.01	33.92	32.01	33.93	35.94	35.95	38.04	38.05	40.23																				
PARANTRNTR SUPERVISOR	24.82	25.06	27.35	26.06	27.36	28.66	27.36	28.73	30.10	28.73	30.17	31.61	30.17	31.65	33.19	31.65	33.26	34.94	33.26	34.92	36.58	34.92	36.67	38.42	36.67	38.43	40.33	38.43	40.34	42.34	40.34	42.35	44.45	42.35	44.46	46.65	46.66	48.93	48.94	51.29																				

Longevity Pay is based only on length of service.

Effective June 20, 2024/Adopted by the Board as of August 11, 2023

New Hire	Fully Qualified			After 6 Months			After 1 Year			After 2 Years			After 3 Years			After 4 Years			After 5 Years			After 6 Years		
	Step 1	Step 1 L	Step 2	Step 2 L	Step 3	Step 3 L	Step 4	Step 4 L	Step 5	Step 5 L	Step 6	Step 6 L	Step 7	Step 7 L	Step 8	Step 8 L	Step 9	Step 9 L	Step 10	Step 10 L	Step 11	Step 11 L		
SMART Personnel Class Time	18.90	19.22	20.14	19.22	20.18	21.19	22.20	21.19	22.25	23.36	24.47	23.36	24.53	25.70	24.53	25.76	26.99	25.76	26.99	28.24	26.99	28.24	29.75	
	CLERK I																							
	18.69	19.62	20.95	19.62	20.90	21.58	22.66	21.63	22.79	23.95	25.09	23.85	25.04	26.23	25.04	26.29	27.54	26.29	27.60	28.91	27.60	28.93		
	CLERK II																							
	19.34	20.31	21.28	20.31	21.33	22.35	23.40	22.40	23.47	24.50	25.58	24.70	25.84	27.01	25.84	27.24	28.50	27.24	28.56	29.86	28.56	30.13		
	CLERK III																							
	19.54	20.51	21.48	20.51	21.53	22.55	23.59	22.60	23.67	24.70	25.78	24.90	26.00	27.10	26.00	27.24	28.50	27.24	28.56	29.86	28.56	30.13		
	OPERATOR I																							
	19.84	20.81	21.78	20.81	21.83	22.85	23.89	22.90	23.97	25.00	26.08	25.20	26.30	27.40	26.30	27.54	28.80	27.54	28.86	30.16	28.86	30.13	31.46	
	OPERATOR II																							
PARANTRAINER SUPERVISOR	20.13	21.14	22.15	21.14	22.20	23.26	22.40	23.42	23.31	24.34	25.45	24.48	25.70	26.82	25.70	26.99	28.24	26.99	28.34	29.68	28.34	29.68	31.03	
	19.81	20.19	20.90	20.19	21.08	22.03	22.88	23.83	23.31	24.26	25.21	24.24	25.19	26.14	25.19	26.30	27.59	26.30	27.66	28.95	27.66	28.95	30.24	
	25.87	27.10	28.33	27.10	28.46	29.82	28.46	29.68	31.30	29.88	31.37	32.68	31.37	32.84	34.55	34.59	36.32	34.59	36.96	38.14	36.96	38.14	39.56	

Longevity Pay is based only on length of service.

Effective June 19, 2025/Adopted by the Board as of August 11, 2023

[illegible]

Longevity Pay is based only on length of service.

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