

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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

**SMART LOCAL 0023  
FIXED ROUTE**

**AND**

**SANTA CRUZ METROPOLITAN  
TRANSIT DISTRICT**

**August 25, 2019 - June 30, 2022**

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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”.

Pursuant to METRO rules, regulations, ordinances and resolutions, METRO has certified the Union as the exclusive recognized employee organization of the bargaining unit, consisting of all employees as identified in Article 9. METRO further recognizes the Union, pursuant to California State Utilities Code Section 98167, as the exclusive representative for the purpose of bargaining collectively with respect to wages, hours, working conditions and other conditions of employment for all Bus Operators 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 **state law** 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, and that this Agreement covers only these employees.
- B. The term “Operator”, wherever used herein in reference to employees covered by this Agreement, shall mean “employee” as defined in 1.02A above.
- C. Words appearing in the female gender include the male gender and words appearing in the male gender shall include the female gender.

1.03. Non-Discrimination

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

1.04. Non-Discrimination in Promotion

No employee shall be discriminated against for promotional purposes on account of Union membership, non-membership, race, ancestry, religion, national origin, age, sex, sexual

orientation, gender identification, color, marital status, medical condition, or disability, or for any other unlawful reason, except where physical capability is a bona fide occupational qualification and reasonable accommodation as required by State and Federal Law cannot be made.

1.05. Union Membership

The Union recognizes that no employee is required to join the Union, but that every employee has the right to choose of their own free will whether or not **the employee** 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 a Bus Operator.

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 Bus Operators, provided that the employees meet the qualifications outlined in Article 9.02.

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 Bus Operators, that dispute shall be resolved in accordance with Section 98162.5 of the Public Utilities Code, 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 conditions, and other conditions of employment of employees represented by the Union.
- B. Provide for fair treatment of employees.
- C. Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of this Agreement.
- D. Provide for other arrangements as may be deemed advisable by the parties to this Agreement, in order to safeguard their respective interests and establish and maintain harmonious relationships.
- E. The parties agree that this Agreement supersedes any past practices covered by this Agreement, but does not affect any other written agreement by the parties not addressed in this document. These prior written agreements between the parties executing this Agreement shall continue in full force for the period of the Agreement, **except as otherwise agreed by the Parties in the Ground Rules during the negotiation process.**

## **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 the 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 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) 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 Operators

METRO shall inform each new Operator of the existence of this Agreement. METRO shall furnish each new Operator with the name and address of the Union and refer **the Operator** 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 the 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 11:00am of the day prior to the time requested. An employee granted release time from service as a Bus Operator to attend meetings identified within this Article shall not be disadvantaged with respect to the compensation **they** would have received had **they** worked.

- A. Two (2) Officers or Committee members 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 Union Base Representative(s) and the Chairperson (or designee) will be released from duty without loss of compensation for time spent at the Policy and Finance meetings and METRO Board of Directors meetings. The Union Base Representative(s) referred to in Article 4.02C, **should they choose to attend such meetings, will be considered part of the two (2) representatives released per day.**
- B. Upon request by the Union, up to five (5) Union Representatives will be allowed release time without loss of compensation for other Union purposes. If necessary, the Chair of the Committee of Adjustment will be allowed release time upon request, not subject to the time lines prescribed in the previous paragraph.

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 PERS, State Disability Insurance, State Unemployment Insurance and any other mandatory payroll taxes. It is understood that Operators released from work under this paragraph shall not be considered under the course and scope of METRO employment for the purposes of Workers' Compensation and other liabilities.

- C. In order to address Union attendance at meetings, METRO agrees to compensate Operators designated by the Union for time spent in attendance at such meetings.**
- 1. If the meetings occur outside of the designated Operator's regular working hours, METRO agrees to compensate the Operators designated by the Union their current wage rate for the time spent in attendance at the meetings.**
  - 2. If the meetings occur during the designated Operator's regular working hours then they shall be granted release time from duty to attend and participate in the meetings. The designated Operators that have been granted release time to attend a meeting shall not be disadvantaged with respect to the compensation that 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. These 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 the employees. The Union representative will notify an authorized representative of METRO upon entering the METRO facility. METRO shall provide desk space to the Union at each Operations base 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.
- B. METRO shall schedule one **(1)** Union designated Base Representative per weekday per Operations Base at **their** regular rate of pay for Union representation at disciplinary hearings, grievance hearings, Labor-Management Committee meetings, and other matters within the scope of representation. When not engaged in these activities, the Base Representative shall be available for service as a Bus Operator.
- C. The Union Base Representative shall work from **7:00am to 3:00pm**. Any changes to these general hours shall be mutually agreed upon by the Union and METRO prior to each bid cycle. The Union Base Representatives shall be required to submit notice of



daily changes in scheduled sign-on time and sign-off time no later than 11:00am of the day prior to the time requested, indicating scheduled Union/METRO meetings. The Union shall designate one (1) representative for each Base, except for necessary replacements for extended absences.

- D. Union Base Representatives shall be the last available point Operators when not attending meetings or conferences. The Union Base Representative shall not normally leave the Base on Union business except to attend joint Labor-Management meetings or to accompany the Operations safety representative on route or safety investigations or as authorized by the Manager of Operations.

## **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 a weekly basis.

### **5.02. Operator Base Wage Rates of Pay**

**The following base wage rates shall be in effect as of June 27, 2019 (first day of the pay period that encompasses July 1, 2019) FY20:**

**An Increase of 2.8% shall be effective June 27, 2019 (FY20)  
An Increase of 3.0% shall be effective June 25, 2020 (FY21)  
An Increase of 2.25% shall be effective June 24, 2021 (FY22)**

**These pay tables will be incorporated into Appendix A of this Agreement.**

### 5.03. Base Wage Rates and Regular Rates

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

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

### 5.04. Longevity Bonus

- Effective June 21, 2012, and thereafter, METRO shall compensate employees with ten (10) years of continuous service with an additional 5% 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 the base salary.
- **For all employees hired after August 24, 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 24, 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 x 0.05 = \$1.53**

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

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

5.05. Training and Probation

An Operator hired as a Bus Operator Trainee shall remain within the Bus Operator Trainee classification for a maximum of twelve (12) weeks. An Operator will not advance beyond the second pay step until **the Operator** has successfully completed probation. An Operator returning from leave who has not completed **their** probationary period shall not be paid at greater than the second pay step.

5.06. PERS

- A. Classifications within the representation unit shall be enrolled in the Public Employees Retirement System (CalPERS), the 2.5% @55 retirement plan, 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**

Operators. **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 Operators.**

- B. Effective the pay-period of June 26, 2008 an Operator shall have a payroll deduction for the entire portion of the employee's eight percent (8%) CalPERS contribution. **All Operators hired under the provisions of PEPRA shall have a payroll deduction for the entire portion of the employee's six and twenty-five one hundredths percent (6.25%) CalPERS contribution.** METRO shall pay the entire Employer share and cost including any administrative fees. **If the Employee and/or Employer's contribution rates are changed by CalPERS, the Employee and Employer's percentages under this Agreement will change accordingly.**

## **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 Operator to do the work for which **they are** employed.

**A new Operator completes training when the employee is fully qualified by METRO for operation in fixed route revenue service. A new Operator will be on probation after**

**becoming fully qualified for fixed route revenue service and will continue for one hundred twenty (120) calendar days.** A new Operator will be considered to have completed training and advance to the next pay step when **the Operator** is certified by METRO for operation in revenue service without the **direct supervision** of a **Trainer**, Supervisor or Line Instructor.

If a probationary Operator's performance is unsatisfactory, the probationary period may be extended **up to** an additional thirty (30) days at the discretion of METRO. A probationary Operator will not receive a chargeable accident while operating a METRO vehicle under the guidance of a Supervisor or Line Instructor prior to being a fully qualified operator. A new probationary Operator may be disciplined or discharged **during their 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 Operator and the Union shall receive written notification of disciplinary action or discharge.

#### 6.02. Probationary Operators 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 Operators

- A. An Operator 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 Operator 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.

- B. A Trainee or Probationary Operator shall be entitled to holidays in accordance with Article 12.

6.04. **Probationary Operator Right to Administrative Review**

**Following receipt of written notification of disciplinary action, a probationary Operator 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 or its former contractor. METRO seniority shall accumulate during service for METRO or its former contractor, 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 Operator 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.

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

7.02. Classification Seniority, Rank and Rights

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

- A. For an employee starting paid service in **the Operator's** classification prior to November 2, 1980, classification seniority shall commence upon the first date of paid service in that classification with METRO or its former contractor. For an employee starting paid service in **the Operator's** classification after November 2, 1980, classification seniority shall commence upon **the** date of hire by METRO for that classification.
- B. All questions of classification seniority for newly hired Operators shall be determined by the Union. When two **(2)** or more Operators 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. A METRO representative may be present at the drawing. The Union will inform METRO of its determinations of seniority ranking. METRO shall prepare a list of all Operators with their seniority ranking and submit the list to the Union once every three **(3)** months.
- C. Classification seniority governs the choice of work assignments, days off, overtime and selection of annual leave, general 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 every three (3) months, twenty-three (23) days prior to the posting of the quarterly bid schedule as referenced in Article 30.04B. The roster shall include the Operator's rank by classification seniority, date starting paid service, 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 Operator 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 Operator 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.
- C. No change in Operator seniority accrued and adjusted prior to July 1, 1994, shall be made to the roster after July 1, 1994.

7.04. Maintenance and Accrual of Classification Seniority

Maintenance and accrual of seniority while on layoff status is governed by the provisions of Article 11. Maintenance and accrual of seniority while on leave of absence or combination of leaves will be as follows:



- A. An Operator shall maintain and accrue classification seniority for twenty-four (24) months. After twenty-four (24) months from date of absence, seniority shall be maintained but not accrued. An Operator who returns from 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 Operator on Military Leave of Absence as defined in Article 14.07 shall not be disadvantaged in respect to seniority.
- C. **Intra-District Leave of Absence:**  
An Operator accepting employment in other classifications not covered by this Agreement, but within METRO, shall maintain and accrue classification seniority for a period of time limited to the probationary period in the new classification, contingent upon payment of Union dues or service fees, in accordance with Article 3.
- D. **Full-Time Operator Transferring to Part-Time:** As of July 1, 1982, a full-time Operator transferring to part-time shall have full-time classification seniority protected for twenty-four (24) months when transferring to part-time provided **the Operator** has accrued seniority in the full-time classification for twelve (12) months continuous service. After twenty-four (24) months from date of transfer, classification seniority shall be maintained but not accrued. A full-time Operator transferring to part-time shall have part-time seniority based on first date of continuous service in that classification.

- E. Part-Time Seniority Maintenance and Accrual: A part-time Operator hired prior to July 1, 1982 will maintain **their** part-time classification seniority. An Operator who lost full-time seniority due to transferring to part-time status during the years 1978-1982, but who maintained continuous service with METRO as a Bus Operator, shall be allowed to bid for annual leave based on **their** date of hire as a Bus Operator.

After July 1, 1982, a part-time Operator transferring to full-time shall maintain and accrue part-time classification seniority for twenty-four (24) months when transferring to full-time. After twenty-four (24) months from the date of transfer, classification seniority shall be maintained but not accrued.

## **ARTICLE 8. WORK OUT OF CLASS AND PROMOTIONS**

### 8.01. Probationary Period

The probationary period for work in a new non-Operator 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 Operator shall be placed in the lowest pay step, which does not disadvantage **the Operator**. 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 Operator 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 Transit Supervisor permanent positions shall be assigned on a rotational basis among all volunteers qualified to do the work. The Operations Department shall determine qualifications for the assignment.

No Operator 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 ninety (90) days, the Manager of Operations or **their** designee shall prepare a written personnel evaluation. If the evaluation is unsatisfactory, the Operator shall be removed from the temporary work out of classification assignment and **the Operator’s** name shall be deleted from the eligibility list. Once an Operator has six (6) months in the out of class assignment that Operator shall be moved to the bottom of the list and the next qualified volunteer shall be assigned.

### 8.03. Promotion

METRO shall encourage the filling of vacancies by promotion of qualified employees as determined by METRO management. A minimally qualified employee means an employee who is determined by METRO to meet the employment standards of the active class specification. **Once a year**, METRO will post a sign-up sheet to determine interest in an informational seminar to discuss the skills and qualifications necessary for the Transit Supervisor position. A seminar will be provided if interest is shown. Participation in this seminar will not be paid.

- A. If an Operator is promoted to the higher classification in which the Operator has worked out of classification, the Operator 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 ( $\frac{1}{2}$ ) of the probationary period, whichever is less.
- B. All METRO employees promoted to the Bus Operator classification shall not be disadvantaged by a reduction in salary after successful completion of Fully Qualified status. The starting rate, once fully qualified, shall be the Operator wage rate closest to, but no less than, **the Operator's** previous base wage rate. The Operator shall remain at that wage rate of pay until **their** Bus Operator classification seniority makes **them** eligible for the next step increase.
- C. **If an Operator is not promoted, if requested, METRO management will provide that Operator with constructive feedback.**
- 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 and Interviews

An Operator shall be granted time off from work for a reasonable period of time to participate as a candidate in examinations and interviews for promotional opportunities with METRO, provided **the Operator** requests the time off by 10:00am of the day prior to the day requested. An Operator may use annual leave accruals or agree to waive their guaranteed daily pay for time taken during a regularly scheduled work day when participating in examinations and/or interviews.

### **ARTICLE 9. CLASSIFICATIONS**

#### 9.01. Definition

Classifications covered by this Agreement are:

- A. Bus Operator for bus operation, full-time.
- B. Bus Operator for bus operation, part-time. It is understood and agreed that if and when any new positions are established by METRO that come within the Operations group unit and which are not covered in this section, METRO shall meet with the Union to collectively bargain on wages, hours, working conditions and other terms of employment for these positions or classifications. It is understood and agreed that if and when any new non-administrative or non-management positions are established by METRO, METRO will meet with the Union prior to establishing these positions or classifications.

#### 9.02. 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.

### 9.03. Bus Operation

It is the business of METRO to provide public transportation and METRO needs to do so in the context of the federal and state laws. Having a stable work force is in the interest of the Union and METRO.

It is understood and agreed that only Operators covered by this Agreement will operate METRO equipment consisting of buses, rail vehicles, or vans in fixed route revenue service, except where Federal or State laws, or regulations as published in the Federal Register, or court orders specifically mandate otherwise.

The exceptions to this provision shall be those provided for in Article 9.03 of the Labor Agreement, or in the case of a state or federally declared emergency requiring the use of METRO services and there are no Operators available to respond to the emergency. In the case of this exception no Supervisors shall drive if there are sufficient Operators available to respond to the emergency.

In the case of a state or federally declared emergency, a Supervisor may be permitted to drive a bus only after permission is obtained by the following process:

1. The Chair of the Committee of Adjustment (C of A) must be notified and briefed on the situation. If **they** cannot be reached, the Senior Vice-Chair should be contacted. If both are unavailable, then any available Committee of Adjustment officer must be notified.

2. Upon notification by METRO, the Chair or designee will call the other C of A officers and seek approval as soon as possible.
3. The C of A Chair or designee will expeditiously contact METRO with a decision. **The Chair or designee** will confirm or deny authorization for the Supervisor to drive.

No METRO Bus Operator shall have **the Operator's** employment terminated or **the Operator's** regular hours of service reduced or conditions of employment adversely affected by METRO as a result of its contracting with common carriers, privatizing or competitive bidding for Operator labor of METRO equipment in fixed route service or subscription service.

**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.**

All revenue equipment of any type operated by METRO shall be staffed by Operators covered by this Agreement, except that mechanics or supervisory personnel of METRO may make exchanges of revenue equipment if no Extra Board Operator is available to make the exchange. METRO acknowledges that bus exchanges are a part of an Extra Board Operator's usual work and exceptions to this practice shall be for unusual and exceptional circumstances.

The provisions of this section shall not prohibit mechanics, vehicle service workers, or supervisory personnel from operating revenue equipment not in revenue service in cases of emergency or on test trips or for the purpose of training, repairing, servicing, fueling, or washing when these trips do not involve transferring

equipment between garages, Transit Centers, or Operations Bases. In cases of emergency, or where an Operator is not readily available at operations Bases, mechanics or supervisory personnel may transfer revenue equipment between garages, Transit Centers, and Operations Bases. In the event Federal or State laws, regulations as published in the Federal Register, or court orders mandate that METRO submit for competitive bid, or for privatizing, or common carrier contracting of fixed route service, METRO shall submit a bid for any and all services which are identified by Federal or State laws, regulations as published in the Federal Register, or court orders as requiring competitive bidding, privatizing or common carrier contracting for Operator labor of METRO equipment. METRO shall meet with the Union to formulate plans to meet the requirements of a successful competitive bid. The Union and METRO shall bargain on Operator rates of pay and benefits for an Operator hired for new service for each new bid in an attempt to meet the requirements of a successful bid.

Taxi-type service, Para-transit type service and subscription service shall specifically be excluded from the provision of this section requiring that METRO may only submit this service for competitive bid, privatizing or contracting out when mandated by Federal or State laws, regulations as published in the Federal Register, or court orders; and therefore METRO may contract these services without the Federal or State mandate. However, if METRO does wish to contract subscription service, METRO shall submit a bid for any and all services. METRO will meet with the Union to formulate plans to meet the requirements of a successful bid. The Union and METRO will bargain on Operator rates of pay and benefits for an Operator hired for new service for each new bid in an attempt to meet the requirements of a successful bid.

Nothing in this section shall require METRO to offer to purchase or to purchase an existing transportation system.



METRO taxi-type equipment or Para-transit equipment operated by contractors shall not be used in fixed route service. The use of METRO equipment operated by a common carrier under contract to METRO shall not result in the replacement of fixed route service of METRO with dial-a-ride or demand response service for the general public.

The term taxi service and Para-transit shall apply to service to the disabled in accordance with the provisions of the American Disabilities Act.

Subscription service is defined as transportation services on a recurring basis provided by contract with employers for employee commute purposes.

The term common carrier contracting is defined as METRO participation in providing transportation services performed by a private common carrier under contract.

## **ARTICLE 10. HEALTH AND WELFARE BENEFITS**

### 10.01. Medical Insurance

- A. An Operator/PERS Retired Operator (and **their** eligible Dependents) is eligible for PERS Medical coverage in accordance with CalPERS requirements with monthly premiums paid by METRO. METRO shall provide coverage under the CalPERS medical programs for an employee, retiree and eligible dependents.
- B. Beginning with the premium contribution for the month following July 1, 2008, METRO agrees to pay ninety-five percent (95%) of the CalPERS HMO level monthly medical insurance premium rate under the CalPERS medical program for an Operator/Retiree, Operator/Retiree and one **(1)** dependent, and Operator/Retiree and family.

**Effective January 1, 2021 – METRO agrees to pay 95% of any monthly medical insurance premium under the CalPERS medical program chosen by the employee.**

METRO shall pay any administrative fees and contingency reserve fund assessments.

METRO will continue to offer the H-Care and Flexible Spending Account program if available through the County.

In the event that an HMO is no longer available through CalPERS in Santa Cruz County during the term of this Labor Agreement the parties agree to reopen Article 10.01 in order to explore alternatives to CalPERS HMO Medical coverage, however no changes will be made without mutual agreement.

C. **SMART** and METRO agree that the amount METRO pays toward medical premiums for any **SMART** 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**, whichever is the greater amount. Qualifying **SMART** represented individuals who retired prior to July 1, 2005 shall continue to receive supplemental premium payments in accordance with METRO's Retiree Supplemental Premium Participation Plan adopted August 25<sup>th</sup>, 2006.

D. Alternate to a Medical Plan:

An Operator who declines METRO medical coverage shall have an option to select an alternate medical insurance should a PERS approved plan become available.

- E. An Operator may not enroll as a dependent of another METRO employee (includes an employee not represented by this Union) who is covered by a METRO medical plan.
- F. **As of 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 Operator. Plan coverages shall be reduced by fifty percent (50%) upon attaining age 70.

10.03. Industrial Injury

- A. Classifications within the representation unit shall be covered by Workers' Compensation Insurance to be provided by METRO.
- B. The Operator 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

Operator's base wage rate and prorated for a Part-Time Operator.

- C. In cases where an Operator 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 Operator receives **their** regular work assignment pay for the remainder of the bid. Should said hospitalization continue beyond the current bid, the Operator 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 **the Operator's** base wage rate for the period of time that the Operator is continuously hospitalized up to a maximum period of three (3) months.
- D. An Operator 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 Operator 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 Operator** was unable to work because of the injury.
- E. An Operator 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 appoints shall be considered mandatory, in order to maintain the employee's Workers' Compensation eligibility and paid lost time 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 Operator who has been injured on the job and who has returned to work and who is required to take medical treatment for **their** industrial injury shall be paid sixty (60) minutes at **the Operator's** base wage rate for each required medical appointment if completed during non-scheduled work hours. To qualify for payment, the Operator must submit a verification of medical visit signed by **their** doctor or medical practitioner on the Operator's next working day after each and every medical appointment.

- F. Further compensation for industrial injury is covered under Article 34.

#### 10.04. Medical Arbitration

If there is a disagreement over the physical ability of an Operator to resume service as an Operator after a medical or industrial injury leave, METRO may require the Operator 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 Operator** 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 Operator and **their** eligible dependents shall be entitled to dental insurance coverage with monthly premiums paid by METRO.

The plan will provide for the following coverage: 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 Operator and **their** dependents shall be covered by an insurance policy with the premiums to be paid by METRO to include:

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

#### 10.07. Retirement Insurance

To qualify for retirement life, dental, and vision insurance benefits an Operator 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. METRO dental, life, and vision plan coverage shall be provided by METRO until the retired Operator reaches age sixty-five (65).

10.08. Survivors' Health Benefits

Upon the death of a covered Operator who has dependents (including a domestic partner) enrolled under the medical, dental and vision plans, the dependents shall continue to receive the same level of METRO paid insurance coverage for the twelve month period immediately following **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 Operator 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 Operator to be offset by Governmental disability plans or METRO disability plans. The plan shall provide for monthly replacements 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 Operator's share, if applicable, shall be by payroll deduction.
- B. Operator **medical**, dental and vision insurance benefits will be effective for **each** full calendar months and will become effective on the first day of the following

calendar month **following** the date of hire, provided all **required enrollment and supporting** documents have been satisfactorily completed by the Operator 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. Operator 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 Operator may choose to cover **their registered domestic** partner as a dependent under the **medical, dental, and vision** portion of the benefit program **by submitting proof of the Declaration of Domestic Partnership filed with the California Secretary of State**. An Operator 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. Operators on Leave

An Operator on unpaid General Leave of Absence and Military Leave of Absence is required to pay medical, life, dental, and vision insurance premiums after **the Operator** has been on leave for more than one **(1)** calendar month in order to continue METRO insurance benefits. If a payment plan has not been agreed to before a Leave commences, METRO will deduct premium payments from Operator's paychecks based on a schedule agreed to by METRO and an Operator upon their return.



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 Operator contributions, if required while on leave, shall be the amounts set by the insurance carrier's contract with METRO.

10.17. Eligibility Notification

An Operator shall reimburse METRO for all costs incurred by an ineligible dependent/spouse. It is the responsibility of an Operator 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. Operator Premium Payment Contribution

Operators on unpaid leaves not covered in Article 10.14 are required to pay for their portion of the medical premium. If an Operator has not paid their portion of the medical premium while on leave, METRO will deduct the Operator's premium payment from the Operator's paycheck, based on a schedule agreed to by METRO and the Operator upon their return.

**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 Operator shall be mailed the layoff notice by certified mail 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 Operator 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 as a Bus Operator 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 Operator shall be given a severance payment of forty, (40) hours at the base wage rate.

#### 11.02. Laid-Off Operator Benefits

- A. An Operator 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 Operator, for a period of ninety (90) calendar days from date of layoff.

- B. A laid off Operator 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 Operator be reinstated. An Operator 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 Operator involuntarily laid off shall be granted up to eight **(8)** hours release time with pay at **the Operator's** 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.
- D. All METRO job announcement flyers shall be posted on the METRO website. METRO shall provide the Union electronic notification of the creation of new job announcements.

11.03. Call Back

- A. Any Operator 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 Operator** maintains good standing with the Union. METRO shall maintain the Call Back List, with Operators 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 Operator on the call back list shall maintain and accrue classification seniority.

For purposes of call back, an Operator shall first be called back by order of full-time classification seniority and then by part-time classification seniority, which shall also include an Operator on the Furlough list having a current request to return letter on file.

Operators 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 Operator with full-time classification seniority will have the right of first refusal for any vacancies in full-time or part-time classifications. An Operator may decline to accept the first or subsequent offers of reemployment with METRO, so long as there is an Operator with less classification seniority remaining on the call back list. Failure to accept an offer of reemployment when least senior on the call back list shall cause the name of the Operator 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 Operator 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 Operator.

A laid off Operator 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 Operator to respond in person or by certified mail,

return receipt requested, within seven (7) days shall cause the name of the Operator to be dropped from the call back list. An Operator 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 Operators 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 Operators.
- B. Service and staffing needs of METRO.

#### 11.05. Furlough

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

- A. An Operator 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 Operator 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 Operator may not withdraw the request. Upon separation from METRO, access to the Operator's PERS contribution, will be regulated by State Law.

- B. The granting of an indefinite furlough shall not exempt an Operator 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 Operator 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 Operator will first be available for reemployment and an address and phone number where the Operator may be reached. The date an Operator provides as first becoming available for service shall not be more than twenty-four (24) months from the date the Operator began the furlough. An Operator 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 Operator on furlough status due to an Industrial Injury, for which the time limit shall be sixty (60) months.
- D. An Operator 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 Operator has given the letter of intent to return to service, the Operator must accept the first offer of return or **the Operator** will be considered to have

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

If the Operator is unavailable to return to work on the date specified in METRO's notice of recall, the Operator must notify METRO within five (5) calendar days of the date the recall notice was received, whereupon METRO may arrange with the Operator 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

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

C. In addition to the above, the Operator's birthday will be recognized as a holiday. For an Operator's birthday falling on February 29th, the twenty-eighth (**28th**) day of February will be observed as the Operator's birthday in years other than leap years.

12.02. Holiday Pay

- A. Holiday pay shall be equal to eight (8) hours pay at the **Operator's** base wage rate. Each Operator shall be paid eight (8) hours at **the Operator's** base wage rate for the legal holidays listed in Article 12.01. The eight (8) hour pay shall not be paid if the Operator was scheduled to work and did not work, **unless there was a waive eight, as described in 12.02D, below.**
- B. An Operator who performs actual work on the holidays listed in Article 12.01A, shall be paid at one and one half (1 ½) times **the Operator's** regular wage rate. The Operator is guaranteed a minimum equal to twelve (12) hours at **the Operator's** regular wage rate. However, in the event METRO requires an Operator to perform service on Thanksgiving, Christmas or New Year's Day the Operator shall receive twelve (12) hours holiday pay in addition to one and one half times (1 ½) **the Operator's** regular wage rate for all time worked.
- C. Any Operator working on the legal holidays in Article 12.01A, who is relieved before completion of the day at **the Operator'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 Operator's** regular wage rate for the service performed in addition to **the Operator's** holiday pay.
- D. An Operator on Sick/Medical Leave status or absent on unpaid status (including industrial injury leave) on **the Operator'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 34.02B. An Operator who **is granted unpaid time off for any part of the Operator's shift (known as a "waive eight")**, including on the day before, the day of, or the day after a holiday, will qualify for holiday pay, so long as **the Operator** would otherwise qualify.

12.03. Birthday Holiday

Birthday holidays shall be considered scheduled days off for all purposes, except that an Operator requesting to work **the Operator's** assignment for that day shall be paid **the Operator's** regular wage rate for working that day. An Operator requesting to work **their** assignment may elect to have eight (8) hours added to **the Operator's** Annual Leave balance or be paid **their** eight (8) hour holiday pay. An Operator must make the request in writing by 10:00am on the day prior to the day requested.

12.04. Holiday Conversions

- A. If a holiday specified in this Agreement falls within an Operator's Annual Leave period, or falls on any other of the Operator's non-work days, the Operator shall be compensated for the holiday by one of the following methods:
  - 1. Eight (8) hours at **the Operator's** base wage rate (holiday pay)
  - 2. Eight (**8**) hours added to **the Operator's** Annual Leave accruals
- B. An Operator may choose to convert any holiday specified in Article 12.01A to eight (**8**) hours Annual Leave with the exception of New Year's Day,

Thanksgiving Day and Christmas Day; an Operator may convert the holiday pay for these holidays to twelve (12) hours Annual Leave.

- C. If an Operator works on a holiday which falls on **the Operator's** regularly scheduled workday, the Operator will be credited for time worked for the purpose of accruing annual leave.
- D. An Operator must make the request to convert a holiday to Annual Leave in writing by 10:00am 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. The number of Operators granted time off on a holiday listed in this Article shall be equal to the difference between the total number of assignments for that weekday during that bid and a number no less than the number of Sunday assignments during that bid.

#### 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" effective through June 30, 2006)

- 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):

("B" effective July 1, 2006)

- B. Classifications within the representation unit are guaranteed forty (40) hours of work per week (unless waived) and shall accrue Annual Leave based on the forty (40) hours per week as long as the employee is in paid status for at least forty (40) hours for the week. In no case shall an employee accrue annual leave for work in excess of forty (40) hours per week.
- C. Such accruals shall be 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

- D. An Operator may not carry over more than two times **(2x) their** Annual Leave accrual amount at the end of the fiscal/payroll year. Any Annual Leave accrued in excess shall be paid in cash.
- E. Unused Annual Leave accumulated beyond eighty (80) hours may be paid in cash at the Operator'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 Operator has taken at least five (5) annual leave days during the previous twelve (12) months.

Payment shall be made in the last pay period of February, May, August, and November of each year.

- F. An Operator separating from employment with METRO shall be paid for unused Annual Leave at **the Operator's** base wage rate.
- G. Annual Leave compensation:
  - 1. A full-time Operator will be compensated eight (8) hours per day, at **the Operator's** base wage rate, for each day taken on Annual Leave.
  - 2. A part-time Operator will be compensated for the time **they** would have worked that day, at **their** base wage rate, but compensation will not exceed eight (8) hours per day for each day taken on Annual Leave.

13.02. Scheduling of Annual Leave

Annual Leave shall be taken at times approved by METRO for vacation or other personal reasons. METRO shall establish a schedule, which permits each Operator 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, except as provided in Article 7.04E.

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

Summer Bid (WD)	16
Summer Bid (WE)	14
End of Summer	13
Rest of Year (WD)	11
Rest of Year (WE)	10

During periods when regularly scheduled school service drops from the schedule, METRO and the Union will meet to determine the number of spaces to be added to the annual leave calendar for every full assignment dropped.

- B. Bidding for Annual Leave will be done by proxy every three (3) months, in conjunction with the quarterly bid sign-up, on the same day that an Operator bids for **their** work assignment. Each Operator will deposit **their** Annual Leave proxy with a bidding representative prior to 5:00pm on **the Operator's** appointed day.

Posting of Annual Leave during bidding shall be in order of seniority, beginning with the most senior Operator. Operators' 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 each Operations 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 four **(4)** quarterly bid cycles.

- C. The Annual Leave Calendar for the following quarterly work period will remain open to all Operators on a first-come, first-served basis, regardless of an Operator's classification seniority. All requests must be submitted by the Operator by 10:00am **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 Operator shall fill out a "Request for Time Off" form indicating the date(s) on the calendar that **the Operator** wishes. This form shall be turned in at the Base Dispatch desk and a copy returned to the Operator making the request. The Scheduling Department shall respond in writing to the Operator by 12:00 noon of the second regular work day (Saturdays, Sundays, holidays excluded) following the date the request was submitted.

No later than each Tuesday, METRO shall make available at each 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 quarterly bid sign-up.

### 13.03. Cancellation of Annual Leave

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

1. **The Operator** must submit a written request to the Scheduling Department;
  2. **The Operator will** work the Extra Board for the time canceled and shall not be eligible for hold-downs during that period;
  3. **The Operator will** maintain **their** regular days off;
  4. **The Operator** may exercise **their** seniority for order of assignment as outlined in Article 31.05A.
- D. An Operator who is not qualified to bid or who loses **their** bid under the provisions of Article 30.04E shall have all **their** previously signed up annual leave days canceled for that bid period. This shall in no way impair the ability of Operators 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 Operator, and will become part of the Annual Leave Calendar for that quarterly bid. The waiting list will consist of at least twenty (20) spaces. If an Operator wishes to take a particular day off and no open spaces remain for that day on the Annual Leave Calendar, **the Operator's** 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 quarterly sign-up and first-come, first-served after the quarterly sign-up is completed. In the event that spaces become available on the

Annual Leave Calendar, Operators 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:

The Operator 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 Operator's Annual Leave balance.

METRO shall be responsible for keeping accurate records for qualification for Annual Leave. An Operator with insufficient accruals of Annual Leave time will be contacted by the Scheduling Department prior to the thirteen (13) or **two (2)** day cancellation deadline and given the opportunity to cancel the time **they are** not qualified to take on a day-by-day basis. An Operator who does not cancel **their** Annual Leave will have any necessary adjustments to signed-on Annual Leave time made by the Scheduling Department.

#### 13.06. Illness During Annual Leave

If an Operator becomes seriously ill and is incapacitated while on Annual Leave and the illness can be supported by a written statement from a physician, the Operator 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 Operator may be paid for **their** scheduled Annual Leave in the last paycheck received prior to taking the Annual Leave days, provided **the Operator** makes a written request before the closing of the payroll for that paycheck.

## **ARTICLE 14. LEAVES OF ABSENCE**

### 14.01. General Leaves of Absence

#### A. Eligibility for General Leaves:

An Operator becomes eligible to take General Leave when **the Operator** has been employed by METRO for a minimum of twenty-four (24) months. The leave may be without pay. An Operator is not eligible to commence a General Leave of Absence unless **the Operator** has been actively working for at least three **(3)** months immediately prior to the beginning of the leave.

#### B. Application for General Leaves:

In the first week of November, METRO shall receive and consider applications for General Leaves of Absence. The applications shall be considered for whole calendar months beginning at the start of the next application cycle up to twenty-four (24) months in advance of the consideration date. At each annual review of applications on hand, classification seniority shall be the basis for determining the granting of leaves. During this time, an Operator may not apply for more than one **(1)** continuous leave per calendar year. In the event that months become available due to cancellations, an Operator may sign up for these months without regard to other General Leave time for which **the Operator** may have signed up. An Operator may apply the balance of **their** annual leave accruals to **their** General Leave of Absence, provided the accruals are used consecutively and at

the beginning of the leave. However the Operator shall not occupy positions on the Annual Leave Calendar.

C. Waiting List and Cancellation:

A waiting list shall be maintained of applications submitted for annual review for months in which no spaces allocated according to 14.01E remain open. Where there is no waiting list, or where the waiting list has been exhausted, an Operator may sign up for full months of Leaves of Absence on a first-come, first-served basis up to twelve (12) months in advance. These sign-ups shall be completed at least seven (7) days in advance of the beginning of the month desired. An Operator who chooses to cancel a leave request must do so at least two (2) months prior to the months being canceled. An Operator finding it necessary to take exception to the timelines within this Article must direct appeals to the Manager of Operations. METRO must notify an Operator on the waiting list if a space becomes available due to cancellation. The space shall be made available to the first Operator on the waiting list. The Operator shall be notified within ten (10) working days of the cancellation or as soon as the Manager of Operations has approved a cancellation of less than two (2) months.

D. Benefit Coverage For General Leaves of Absence:

METRO will not be obligated to pay for insurance benefits for more than one (1) month in any calendar year. An Operator shall not accrue Sick or Annual Leave while on General Leave of Absence. After thirty (30) calendar days on General Leave of Absence, an Operator may choose to remain covered under the insurance benefits listed in Article 10 by reimbursing METRO for the cost of the coverage prior to the commencement of the second month of General Leave.

E. Authorized Number of Operators on Leave:

Operators allowed off on General Leave of Absence at any one time will be as follows:

Jan	Feb	Mar	Apr	May	Jun
0	0	0	1	1	2
Jul	Aug	Sept	Oct	Nov	Dec
3	3	1	1	0	0

One **(1)** additional Operator may be permitted off each summer month (June, July, August) under this provision, at the discretion of the Operation's Manager.

F. Advance Pay for General Leave:

An Operator may be paid in advance from **their** Annual Leave accruals for **the Operator's** scheduled General Leave of Absence in the last paycheck received prior to the beginning of General Leave of Absence, provided **the Operator** makes a written request before the closing of payroll for that paycheck. An Operator receiving advance pay will be ineligible to work during the period of compensation.

G. Failure to Return to Work:

An Operator who does not report back to work by the expiration date as set forth in **their** General Leave of Absence notice will be considered to have terminated **their** employment with METRO, at the discretion of METRO.

- H. Employees who requested General Leave for periods after the execution of this Agreement shall be given priority for the available general leave slots or personal leave requests, in the date order the employees signed up for such general leave.

#### 14.02. Personal Leave

An employee who is unable to obtain general leave 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, as required by law. 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 requesting an unpaid leave of absence shall be notified in writing of the denial or approval within fifteen (15) working days of the request. Once approved, an unpaid leave may not be rescinded unless an emergency situation necessitates such denial.

### 14.03. Medical Leaves of Absence

- A. An Operator 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 eighteen (18) months beginning with the first day of continuous absence. An Operator shall present a physician's certificate of medical conditions within thirty (30) days of the first continuous day of absence and every thirty (30) days thereafter. An Operator may present the certificate by certified mail.
- B. An Operator on medical leave unable to return to work and perform the duties of an Operator within the eighteen **(18)** month maximum leave period will be placed on Furlough status.
- C. An Operator who desires to return from Medical Leave will present a physician's release stating a return-to-work date. Should an Operator returning from a leave require retraining, **the Operator** will be returned to service within seven (7) calendar days from receipt of the written release.
- D. An Operator 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 Operator** performs the outside employment, **they are** physically able to perform **their** duties as an Operator on a regular, full-time basis. The Operator will notify METRO and the Union of the employment. An Operator who is on Medical Leave of Absence because of physical restrictions, and who is receiving benefits under any State law which requires

**the Operator** to accept gainful employment to be eligible for these benefits, shall not have **their** services terminated, provided that **the Operator** 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 and a copy of same shall be given to the Operator and the Union.
- F. The Operator may apply accumulated Sick Leave first and when sick leave is exhausted, 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 Operator's base wage rate.

#### 14.04. Leave on Account of Industrial Injury

An Operator on leave due to industrial injury has the right to receive compensation pursuant to State Workers' Compensation Law and Article 10.03. An Operator shall continue to accrue METRO and Classification seniority, have METRO paid medical, dental, and vision insurance. The Operator will be returned to service within seven (7) calendar days from receipt of the written release and final clearances from industrial injury. An Operator on industrial injury leave and unable to return to work and perform **their** duties within eighteen (18) months shall be placed on Furlough status. An Operator 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.

#### 14.05. Parental Leave

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

An Operator 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. Use of Twelve (12) Months of Parental Leave: An Operator choosing to use Parental Leave time may use **their** twelve (12) months of leave as follows:

1. One (1) leave of twelve (12) consecutive months;  
or
2. Any combination of non-continuous leaves in increments of three (3) months (except for the initial leave) not to exceed a total of twelve (12) months.

B. Notification of Leave:

Except for the initial leave, an Operator must notify the Scheduling Department one **(1)** month in advance of the date the Operator intends to take additional Parental Leave.

Except for the initial leave, Parental Leave will coincide with the quarterly bid cycle and shall be in increments of three (3) months, on the exact duration of the quarterly bid cycle.

C. Notification of Return to Work:

When the Operator is ready and available to return to work, **the Operator** will give written notification to METRO of **their** intent to return. METRO shall place the Operator back in service within seven (7) calendar days from receipt of the written notification.

D. Use of Annual Leave and Sick Leave Accruals:

An Operator 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 Operator may also use Annual Leave or Sick Leave accruals to supplement State Disability Insurance payments.

1. Request for Payment:

An Operator using Annual Leave or Sick Leave accruals as noted above must submit a written request to the Scheduling Department 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 Operator 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 11:00am 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)** Operators 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. This option may be exercised for twenty-six (26) months from the date of birth or custody. Parental Leave days will not be considered as counted absences per Article 15.04.

E. Parental Drop-a-Day:

An Operator returning from Parental Leave shall be automatically qualified for Drop-a-Day for a period of up to six (6) months following the return.

An Operator may choose to drop one **(1)** day from **their** weekly shift but may do so only at the quarterly bid time. An Operator may opt to take Drop-a-Day as follows:

1. One **(1)** continuous six (6) month cycle; or
2. Two **(2)** three (3) month cycles which are non-contiguous.
3. Additional three (3) month cycles may be taken for each three (3) month increment not used under the Parental Leave in paragraph A above.

By the completion of twenty-six (26) months from the birth or date of custody of the child, an Operator must have begun exercising **their** Drop-a-Day option.

#### 14.06. Bereavement Leave

**Provided service is reasonably unaffected, Operators will** be allowed one **(1)** day off to attend the funeral of any individual who shared a significant personal relationship with the Operator. The Operator 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 shall grant time off and shall pay an Operator up to three (3) eight (8) hour days at **their** base wage rate for any regularly scheduled work days lost in order to make arrangements and attend services due to the death of a **family member**. **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.** An additional two (2) days paid time off at the Operators base wage rate shall be granted if the distance traveled to the funeral is greater than three hundred fifty (350) miles. METRO may require verification of the distance traveled.

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

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

#### 14.07. Military Leave

An Operator 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 Operator** shall have been discharged from the military service and **the Operator** 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 Operator 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. An Operator shall be compensated by METRO at **the Operator's** base wage rate, up to eight (8) hours per day, for the required Military Reserve absences for each regular workday lost, not to exceed thirty (30) days annually.

#### 14.08. Jury Duty and Other Required Legal Appearances

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

- A. **The Operator will receive their base wage rate for the Operator's 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 Operator shall be entitled to compensation for service on the Grand Jury.
- E. If necessary due to extended trials, METRO and the affected Operator shall arrange a schedule which guarantees the Operator two **(2)** consecutive days off with no loss in weekly guarantee.
- F. An Operator 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 Operator 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.**

14.09. Leave for Public Office and Labor Union Positions

An Operator who is employed full-time in the service of the Union or who holds a single full-time public elective or appointive office shall be granted necessary leaves of absence and shall be

allowed to return and to exercise **their** classification seniority rights under the provisions of this Agreement. The Operator shall not be covered under METRO paid insurances nor accrue Sick Leave or Annual Leave while on the full-time leave. An Operator serving in a part-time or voluntary capacity on public boards or agencies shall be granted unpaid time off for the performance of the duties.

14.10. Hospice and Critical Care Leave

- A. An Operator 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 11:00am prior to the day being requested. An Operator 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 Operator 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 Operator 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.

14.11. Intra-District Leaves of Absence Out of Classification

An Operator 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 Operator on the call back list accepting employment in other classifications within METRO shall continue to accrue and maintain classification seniority.

14.12. Good Standing With the Union

An Operator 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 Operator** wishes to retain **their** METRO and classification seniority rights on positions covered by this Agreement.

**ARTICLE 15. SICK LEAVE**

15.01. Accrual and Use of Sick Leave

- A. A full-time Operator shall accrue Sick Leave while in paid status at the rate of 0.0462 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 Operator has no reasonable immediate control, or the illness of a member of the immediate family of the Operator which illness requires her personal care and attention. Immediate family shall include the parent, spouse and children, principal domestic partner, brother or sister of the Operator, or family member residing within the house of the Operator.
- B. Sick Leave shall not be construed as a privilege, which an Operator 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 twenty (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 Operator's Annual Leave.
- D. For purposes of calculating Sick Leave, a day's pay shall consist of eight (8) hours at the Operator's base wage rate. An Operator shall be compensated for all time lost from work up to eight (8) hours.
- E. If an Operator's illness exceeds seven (7) calendar days, the Operator may elect to discontinue payment of Sick Leave in order to receive State Disability Insurance payments.
- F. An Operator with five (5) years of continuous service with METRO shall be paid for unused Sick Leave when **the Operator** retires under the provisions of the Public Employees Retirement System.

#### 15.02. Notification

An Operator calling in sick must telephone **the** home Base not less than one (1) hour prior to **the** assigned, scheduled report time or **the Operator** shall be charged with a miss-out. This shall not be construed as applying to an Operator 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 Operator returning to duty from absences shall notify **their** home Base by 11:00am the day before **the Operator** intends to return to be given **their** regular assignment for that day. If the Operator notifies METRO of **their** intent to return between

11:00am and 10:00pm of the day prior to **their** return, **the Operator** shall be guaranteed work but shall not be guaranteed **their** regular assignment. If the Operator fails to notify Base of **their** intent to return by 10:00pm on the day prior to **the Operator's** return, **the Operator** shall not be guaranteed work for the day of **their** return. If the Operator is not assigned, **the Operator** shall remain on sick status for that day.

15.04. Absence Policy

- A. All sick calls are counted absences toward progressive discipline for excessive absenteeism. An Operator shall be required to submit a physician's certificate for absences in excess of five (5) consecutive working days, stating that the Operator has been under the physician's care and is able to return to work. Doctor's appointments will be counted as absences unless the Operator submits medical verification to a Supervisor that **the Operator** is required to have pre-scheduled medical appointments. This verification must include the name of the medical practitioner, 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 Operator 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's absence (any part of the Operator's work day) equals one half (0.5) absence.**

C. Progressive Discipline:

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

1. When an Operator has had twelve (12) counted absences during a floating 365 calendar day period **the Operator** will be given a caution notice.
2. Seventeen (17) counted absences within a floating 365 calendar day period will result in a written warning to the Operator for violation of the attendance policy.
3. Twenty (20) counted absences within a floating 365 calendar day period may subject the Operator to discharge unless number 5 below has been met regardless of the Operator's request.
4. An Operator who is absent from work a total of twenty (20) or more days in a floating 365 calendar day period may be subject to discipline if a pattern of abuse is demonstrated.

5. After one hundred eighty (180) calendar days without a counted absence, all **of the Operator's** prior counted absences will be rescinded upon request. The Operator must be actively working during this one hundred eighty (180) calendar day period.

## **ARTICLE 16. DISCIPLINE AND DISCHARGE**

Preamble: This Agreement between METRO and the Union is based upon a spirit of cooperation between the Operators 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 Operator will be disciplined, discharged, nor will adverse entries be made in **their** personnel record except for just and sufficient cause. Any adverse entries in an Operator'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 Operator and the Union. This formal counseling will be conducted in a manner that ensures the Operator's privacy.
- B. No Operator may be suspended, discharged or removed from service prior to completion of the full appeal and hearing process as outlined in this Article

and Article 18, except for one (1) or more of the following reasons:

1. Intoxication or use of alcoholic beverages or restricted dangerous drugs while on duty
  2. Gross misconduct
  3. Blatant insubordination
  4. Serious accident
  5. Criminal activity while on duty
  6. Excessive miss-outs
  7. Invalid driver's license
- C. An Operator may be disciplined for abuse of Sick Leave in accordance with the standards identified in Article 15.

16.02. Miss-Out Rule

- A. An Operator must report for assignments within one (1) minute of scheduled report times or **the Operator** will be charged with a miss-out. An Operator calling in sick must telephone **the** home Base at least sixty (60) minutes prior to **the** scheduled report time or **the Operator** will be charged with a miss-out. An Operator not reporting within one (1) minute of **their** scheduled report time may be called within sixty (60) minutes of the scheduled report time and requested to report to work, at **the Operator's** last known telephone number in the records of METRO, dependent upon the needs of METRO.
- B. An Operator 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 Operator 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 Operator’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 Operator who fails within one hundred twenty (120) minutes of **the** scheduled report time to report to work shall be charged with an additional miss-out for that day and shall be assessed an additional one **(1)** day suspension. For this No Show penalty to be assessed, METRO must have called the Operator, as described in Paragraph A above, and if reached, **requesting**

**the Operator** to report to work and **informing the Operator** 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 Operator, the No Show **may** be assessed.

- E. Miss-outs may be waived if an Operator provides proof that **the Operator** could not report on time due to one of the following:
  - 1. Inability to report due to hospitalization of Operator 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 Operator 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 Operator 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 Operator 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 Operator is not available, METRO may send the Notice of Intent to the Operator by certified mail postmarked no later than eighteen (18) days after METRO Management's knowledge of the occurrence. Notice of intent to discipline for chargeable accidents

may be delayed until the final determination for chargeability through the accident review process.

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 Operator. The Notice of Intent shall be signed by the Manager of Operations or designee.

In the Notice of Intent, there shall be included the disciplinary action recommended:

- A. Letter of Reprimand - May request first level hearing.
- B. Suspension - Automatic first level hearing, including date of hearing; **in cases not involving repeat offenders or serious offenses as listed in subsection 16.01, if in lieu of the suspension, an Operator elects 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 and must be held before any Operator is suspended or discharged. A first level hearing will also be held in the case of a letter of reprimand, if requested by the Operator.

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

Hearings on Letters of Reprimand must be requested by an Operator within ten (10) days of the receipt of Notice of Intent to Discipline or the Letter of Reprimand will be placed in the Operator'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 Operator.

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 Operator 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 Operator 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 Operator. 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 Operator or the Union at the Operations Department level, the Operator 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 Operator must request any appeals within ten (10) days from receipt of the decision of the Manager of Operations or designee.

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

The Operator 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 Operator's representative or the Operator 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 Operator. The decision shall contain:

- a. Date and Case Number
- b. Names of those present
- c. Statement of each disciplinary action or discharge
- d. METRO's decision on each charge

16.06. Operator's Rights

- A. At any meeting or investigation, at any level of the appeal and hearing procedure, the Operator and/or Union representative (with authorization from the Operator) shall be allowed to get whatever information is desired from the Operator'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 Operator.
- C. If at the meeting or a subsequent hearing, the Operator who was suspended is determined to be completely blameless of charges regarding the offense; **the Operator** shall be reinstated to **their** former position without loss of METRO or classification seniority and will be paid wages lost as though **the Operator** had not been suspended. It is agreed that no entry shall be made on the Operator's record of the suspension, if the Operator was found to be completely blameless. If it is found that the Operator in question was partially blameless, then METRO may reduce the penalty and/or return some or all of the Operator's lost wages.

- D. An Operator shall be given an opportunity to answer any charges or complaints in writing. This response shall remain part of the Operator's record as long as the complaint or charge remains on file.
- E. The Operator shall have the right to Union representation at any meeting or hearing that **the Operator** has a reasonable basis to suspect may result in discipline. The Operator's representative or the Operator if not represented, will be allowed to question all witnesses.
- F. Adverse notations on the Operator'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 Operator'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 Operator's record. Written declarations signed by the witness may be used as evidence. An Operator cannot be suspended as a result of a passenger complaint, unless the Operator has the right to face **their** accusers or witnesses in person. If METRO suspends or discharges an Operator under provisions of 16.01B prior to the completion of the first or second level hearing, the Operator 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 an Operator 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 Operators

The provisions of this Article shall only apply to fully qualified Operators 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 Operator 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 Operators 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 Operator 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 Operator has received less than the bid pay to which **the Operator** is entitled.

## **ARTICLE 18. APPEAL TO ARBITRATION**

### 18.01. Appeal to Arbitration

If a grievance or a dispute which has been processed in conformance with the procedures set forth in Articles 16 and 17, and which involves the interpretation, application or breach of any of the terms of this Agreement or the discipline or discharge of any Operator 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 Operator 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 on METRO property unless mutually agreed otherwise. 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 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 Operator in conjunction with any legal matters involving METRO directly, or indirectly, or for time spent under subpoena by METRO in any criminal proceedings wherein **the Operator’s** presence is required, due to **their** witnessing occurrences while on duty, to compensate **the Operator** 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 Operator’s home Base to point of appearance and return. METRO will notify the Operator 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 Operator to resolve the conflict.

This Article covers any matters through which an Operator is required to spend time by request or subpoena by METRO or any law enforcement agency covering accidents or incidents, which happen while the Operator is in the performance of **their** duties. An Operator 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 Operator will not be paid less than **they** would have received had **the Operator** worked **their** scheduled assignment.

B. During Regular Time Off or Days Off:

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

C. On Annual Leave

1. An Operator 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 Operator under the provisions of this Agreement.

19.02. Instructions to Report

It is understood that an Operator 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 Operator for four (4) hours pay while in court defending against a traffic citation for a moving violation received by the Operator while on duty for METRO, if the Operator is found to be not guilty of any violation. To qualify for the compensation, the Operator shall provide the appropriate METRO official with **their** Receipt of Dismissal (or other proof satisfactory to METRO) from the court. An Operator shall attempt to schedule court appearances to be during off-duty hours.

### 19.04. Legal Assistance

In the event an Operator is charged with and acquitted of any crime or traffic violation arising directly out of an accident or incident involving a METRO vehicle, property or person, occurring while the Operator is on duty and within the course and scope of **their** employment, or any crime allegedly perpetrated while the Operator is on duty and within the course and scope of **their** employment, METRO shall have the option of reimbursing the Operator for reasonable legal fees incurred for the Operator's defense in trial court, or providing the Operator, at METRO's expense, with competent legal counsel to represent the Operator in trial court, unless the Operator is also found guilty of driving under the influence of alcohol or non-prescribed drugs.

Notwithstanding the above, reimbursement for reasonable legal fees shall not exceed \$250 for traffic violations. 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 Operator is not-eligible for the Public Defender due to **their** income level.

#### 19.05. Legal Support

If an Operator seeks legal support from METRO for issues arising out of the course and scope of **the Operator's** employment with METRO, METRO shall either reimburse the Operator for reasonable legal fees arising from these disputes or will provide the Operator, at METRO's expense, with competent legal counsel to represent the Operator in court provided that the legal issue causing a request for legal support does not lead to a conflict of interest between METRO and the Operator. 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 or the Policy and Finance Committee 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 **they** 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 Operators 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 Operator 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 Operators.

## **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 pursuant to Section 98167 of the California State Public Utilities Code as is expressly provided for below in Section 2 of this Article.

### **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 Bus Operator 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 **August 25, 2019**, and shall remain in full force and effect to and including **June 30, 2022** 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, 2022**, 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. Should any party desire to open Article five (5) and twenty-five (25) of this Agreement for the purpose of extending the Agreement for additional years, said party shall make such request in writing to the other party not later than ninety (90) calendar days prior to **June 30, 2021**. The Collective Bargaining process required to address an extension of this Agreement shall only be commenced upon the mutual agreement of both parties.

- C. METRO shall provide release time without loss of compensation from work time for up to five **(5)** 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 Operator** 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 Operators

- A. A regular Operator shall be guaranteed eight (8) hours pay time per day, forty (40) hours pay time per week provided **the Operator** 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 Operator will be included and be a part of the eight (8) hour daily guarantee subject to the provisions of Article 12.02D (Holiday Pay).

26.02. Extra Board Operators

- A. An Extra Board Operator shall be guaranteed eight (8) hours pay time per day, five (5) days per week provided **the Operator** is available and works as assigned, with two (2) consecutive days off.
- B. All pay time for an Extra Board Operator will be included and be part of the eight (8) hours daily guarantee, subject to the provisions of Article 12.02D (Holiday Pay).

26.03. General Provisions for All Operators

Any Operator who fails to report as assigned shall lose **their** guarantee. An Operator 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 **the Operator's** regular wage rate for that day.

26.04. Additional Work

- A. Regular Operators, including Extra Board Operators on hold-downs, 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. When equipment is on the road and relief fails to show, or equipment breaks down, relief will be made as soon as possible and must be made within two (2) hours after METRO is notified.
- B. An Extra Board Operator may only refuse additional work in excess of eight (8) hours already worked and shall not be required to work beyond thirteen (13) hours spread from initial scheduled report time except as stated in Article 29.11.

- C. An Operator 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 Operator 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, in addition to the eight (8) hour guarantee, until the Operator has eight (8) hours on the clock, after which the overtime rate shall apply. This provision shall not apply to bidded trippers.

26.05. Breaks in Split Runs or Shifts

An Operator will be paid for all time required to be in service or away from **the** home Base from scheduled sign-on time to subsequent sign-off time.

26.06. Exceptions

- A. An Operator 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 Operator** shall receive pay only for hours worked, with a minimum guarantee of four (4) hours, thereby forfeiting **the Operator's** 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.

26.07. **80/8 Work Rules**

A. **Guidelines for 80/8 Work Rules:**

**When determining which work will be offered as overtime, a calculation will be made by scheduling. The number of assignments (including Points) minus the number of available Extra Board operators.**

**If insufficient Extra Board operators are available to cover Point pieces, then;**

- 1. Point assignments will go to Extra Board first, as long as no rest or 80/8 violations occur;**
- 2. If no rest or 80/8 violations are imminent, whenever possible, the Scheduler will reserve Point pieces with due regard to the Extra Board break point.**

**An Operator may not accept work on their day off that will infract their eight (8) hour minimum rest for their regularly scheduled assignment. A shift change must be submitted to Scheduling by 10:00 am the day prior to their regular assignment, if the work accepted gives the Operator less than eight (8) hours rest.**

B. **Scheduling Procedure for Work Assignments Not To Exceed 80/8 Rule**

**Scheduling will follow these procedures for next day's work for Operators' regular work day:**

1. **10 hours available: An Extra Board Operator who has ten (10) or greater hours available for the next day's work can be assigned a point position or shift based on order of report.**
2. **9:59 to 8 hours available: Operator not qualified for point position; assign the next shift available closest to order of report.**
3. **8 hours or greater available but insufficient time to cover shifts that are available: Assign 8-hour closed point; hours of point assignment must: 1) meet METRO's needs; and 2) be close to general order of report of Operator. For example, morning Operators would be scheduled for AM hours, and night Operators scheduled for PM hours.**
4. **Less than 8 hours available: Article 26.06 Exceptions will apply and no work will be scheduled for the day.**

**Scheduling will distribute the following reports on a daily basis:**

1. **Individual Report will be given to each Operator that has seventy (70) or greater hours looking back seven (7) days.**
2. **Summary Report will be given to SMART showing all Operators that have seventy (70) or greater hours looking back seven (7) days.**

**C. Insufficient Work Hours To Cover Full Shift**

- **Operators signed up for Overtime that have insufficient hours to cover a full shift, will not**

**be offered or assigned an available full shift, but will be informed they will not be eligible for the overtime call list on the day of.**

- **When open work is posted, after the schedule has been completed, partial work can be assigned by the Dispatcher, that will not violate 80/8.**
- **Operators performing partial work less than seven (7) hours will be required to complete a REQUEST FOR TIME OFF form for that day and check the WAIVE EIGHT (8) HOUR GUARANTEE box.**

**Operators scheduled to work their regular shift that will violate the 80/8 rule, will be informed of the remaining hours and will work their shift up to the allowable available time, less thirty (30) minutes. The Operator must also complete a REQUEST FOR TIME OFF form for that day and check the WAIVE EIGHT (8) HOUR GUARANTEE box, signed by the Operator and Supervisor, then submitted to Payroll for processing before the end of the day.**

## **ARTICLE 27. OVERTIME**

### **27.01. Overtime Provisions**

**An Operator shall be paid one and one half (1 ½) times their regular wage rate for all work they perform that is in excess of eight (8) hours per day or each hour in excess of forty (40) hours per week. An Operator shall be paid two (2) times their regular wage rate for all work performed on their seventh (7th) consecutive day of that pay week. An Operator may voluntarily waive the ten (10) hour minimum rest period and will not**



**receive the pay for infraction of rest period provided for in Article 29.12.**

27.02. Work on Days Off

An Operator shall be paid one and one half (1 ½) times **their** regular wage rate for all work perform on **their** scheduled days off provided that **they** will have worked forty (40) hours within that work week. An Operator 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 Operator shall be guaranteed twelve (12) hours pay time for working on **their** day off provided **they** work as assigned on that day. However, should METRO cancel accepted overtime, the Operator shall receive eight (**8**) hours pay time.

An Operator passed over in correct order of call for additional work under the provisions of Article 27.03 shall be guaranteed eight (**8**) hours at the Operator's regular rate of pay. An Operator working on Annual or General Leave days will be paid under the provisions of Article 27.01.

- A. No Operator shall be required to work on **their** day or days off.
- B. METRO shall furnish the Union each payroll period a report of all Operators called to work on their days off.

27.03. Calling of Additional Operators

There shall be a sign-up list for Operators 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 Operators" lists (Call Lists) will be available for sign-up. Call back shall be by classification seniority with the following priorities:

List One **(1)**: Regular Bid Day(s) Off

List Two **(2)**: Annual and General Leaves

A. General Provisions:

1. **When determining which work will be offered as overtime, a calculation will be made by Scheduling: The number of assignments, including points, minus the number of available Extra Board Operators. If insufficient Extra Board Operators are available to cover Point pieces, then:**
  - a. **Point assignments will go to Extra Board first, as long as no rest or 80/8 violations occur;**
  - b. **If no rest or 80/8 violations are imminent, whenever possible, the Scheduler will reserve Point pieces with due regard to the Extra Board Break Point.**
2. METRO will determine what work, if any, is to be made available to the Operator on **their** days off.
3. One **(1)** call will be made on a taped line to each Operator on the list who will have the minimum eight (8) hours rest. An Operator accepting a shift, which would violate the ten (10) hour rest period, will waive the penalty pay requirement of Article 29.12.
4. An Operator unable to accept an assignment because of lack of eight (8) hours rest will be the

first called for any shift **the Operator** can legally work.

5. An Operator voluntarily accepting work away from **the Operator's** home base will not be eligible for cross assignment pay.
6. An Operator being called for additional work must speak directly with the Supervisor in order to be considered for work available at the time of the call.
7. An Operator unavailable at the time of the call will be passed and may be called again after call lists are depleted, provided unassigned work remains.
8. When the call lists have been depleted, other Operators not on the lists may be requested to work. No Operator may be required to work on **their** days off.
9. An Operator on a sign-up list who will be at a phone number other than the one on file at dispatch must provide, in writing, an alternate number where **the Operator** may be reached if **they** desire work. Only one **(1)** alternate number will be accepted and it will only apply for 24 hours following submittal or until a time specified by the Operator, whichever is first.

B. Special Provisions:

1. Next Day Assignments:

When an Operator on a call list is working a shift, **the Operator** 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 Operator will be given thirty (30) minutes to contact the Scheduling Department by telephone and choose **their** assignment by classification seniority. In the event there is only one **(1)** assignment available, that assignment will be identified and the Operator shall respond over the radio. If no call is received, the Operator will be assigned the piece with the earliest sign-off time.

2. Same Day Assignments:

- a. As assignments become known, the Supervisor at the originating base will call Operators on the sign-up lists who have not previously been assigned, or refused assignment, according to the above section.
- b. Each Dispatcher will call Operators on their own "Call for Additional Operators" lists independently of each other. When the Dispatch Control Module is implemented, additional Operators may be called from a single call list composed of call lists from both bases, as long as the provisions of these procedures are maintained. No Operator is guaranteed work at **their** home base.
- c. 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 Operator on a first-come, first-served basis. This provision is

intended to allow uninterrupted service to the public, and is a continuation of an existing practice of covering partial assignments which remain after the Operator sign-up list has been depleted.

An Operator on Annual or General Leave may be called only after all actively working Operators on the call lists have been called and work remains open.

27.04. Bidded Trippers

An Operator voluntarily bidding an extra piece of work over and above **the Operator's** regular assignment will be paid for the piece of work at the overtime rate, with a minimum pay time of two (2) hours.

27.05. Other Overtime Computations

For the purpose of this Article, Annual Leave, Jury Duty, Union business, and holidays shall be considered time worked for calculating overtime rates on a regularly scheduled day off per Article 27.01.

27.06. Paid Point

For the purpose of this Article, time worked shall include paid point.

27.07. No Pyramiding and Single Overtime Provision

- A. The principle of no pyramiding will govern all payments under this Article.
- B. Where more than one overtime provision is involved, only that provision, which creates the greatest compensation, shall apply.

27.08. Unexcused Absences

For the purposes of this Article, Sick Leave, suspensions, miss-outs and no-shows shall not be counted as time worked.

**ARTICLE 28. SPREAD TIME**

28.01. 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, excluding trippers bid in conjunction with a regular assignment.

**ARTICLE 29. PASSENGER SERVICE ASSIGNMENTS**

29.01. Classification of Assignments

- A. Work for Operators in passenger service shall be designated full-time regular assignments, extra board assignments, part-time assignments, extra spread assignments, biddable trippers, and special assignments.
- B. Work assignments will be classified as straight or split. Time on duty for a straight work assignment exclusive of state mandated meal breaks is computed on a continuous basis; a split assignment includes intermittent pay. 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) that can be combined to provide seven (7) or more hours work within a spread of eleven (11) hours and having a regularity of five (5) days in any given week shall be established as regular assignments. An exception to this provision would be part-time assignments, which may include recovery time relief, school term back up service, weekend regular runs and fragments. Full-time regular assignments will in no case exceed five (5) days per week. METRO will establish regular or extra relief assignments composed of the off days of regular assignments. No piece of work greater than seven (7) hours may be combined with another piece of work to produce a split or intermittent shift.

- B. Not less than sixty-percent (60%) of the total number of all full-time regular weekday assignments shall be straight assignments, and not less than seventy-percent (70%) of the total of all regular weekend assignments shall be straight assignments, computed on an assignment basis. On holidays the percentage of straight assignments shall be governed by the schedules operated.

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. Definition of Biddable Trippers

A biddable tripper shall not exceed three (3) hours platform time and will be paid at the overtime rate. When an Extra Board operator is assigned a regular shift that has a signed-on biddable tripper, **the Operator** shall be paid all applicable spread time.

29.04. 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 Operator driving non-revenue equipment is excluded from this section unless the Operator uses a bus, which is to be put into line service when making **the Operator's** relief. In this event, the Operator pulling the bus out will be paid preparatory time.

29.05. Meal Breaks

For all runs, Operators shall be provided with paid or unpaid meal breaks. Unpaid meal breaks shall be no less than thirty (30) or more than fifty-nine (59) minutes and shall comply with the IWC Wage Order.

29.06. Rest Breaks

METRO shall provide paid rest breaks in compliance with the IWC Wage Order.

29.07. Travel Time Allowances

- A. The travel time allowances will be paid to an Operator when required to travel between Operations and relief points, and/or relief points and Operations and/or between two **(2)** relief points. An Operator will not be relieved away from **their** home Base without continuous pay from time of relief until return to **the Operator's** home Base.
- B. METRO equipment will be furnished to an Operator to travel between Operations and relief points, between relief points and Operations, or between two **(2)** relief points.



Travel and deadhead time allowances for the use of METRO vehicles between Operations and relief points will be based on a Side Letter posted and made available at Operations Bases.

- C. If travel and deadhead times are found to be inappropriate at any time, METRO and the Union will negotiate on the issue of re-establishing new times.
- D. Additional Bases or relief points may be designated or established by METRO with the understanding that the Union will be notified sufficiently in advance of the action to allow for negotiation on proper deadhead or travel time allowances.
- E. An Operator placing **themselves** in position for service at an outside point instead of traveling on scheduled METRO vehicles shall be allowed the same travel time allowances provided in this Article. Where combination of service and travel time or other service conditions are involved, an Operator so instructed may be required to travel or perform service on METRO vehicles.
- F. Travel and deadhead time will be considered as work time and subject to overtime rates, when applicable.

#### 29.08. Description of Work Assignments

Each regular work assignment will have a designated sign-on and sign-off point and time, pay time for that assignment (including all straight time, overtime and applicable spread time premiums), and an outline of the service to be performed, including the block sheets. METRO will maintain at each Operations Base a copy of all work assignments on a current basis.

29.09. Establishment and Posting of Recurring Extra Assignments

All recurring passenger service work (including deadhead allowances and/or travel time in connection therewith) which is not included in regular, part time or extra spread assignments will be extra board assignments and posted in the Run Book, or on a bulletin board in the day room. Regular sign-on and sign-off points and times, and an outline of the service to be performed, including block sheets, will be set forth in the assignment sheet as posted.

29.10. Extra Spread Assignments

Regularly recurring Extra Board fragments which can be combined into work of at least seven (7) hours, five (5) days (Monday through Friday) per week shall be combined to create extra spread bids and shall be bid upon at the quarterly Operator bid according to classification seniority. An exception to this provision would be Part-Time Assignments.

29.11. Beginning/Ending of Day and Spread Limit

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

Spread time is the total elapsed time from the initial scheduled report time to final scheduled sign-off time in any given workday. No regular assignment will have a spread of more than eleven (11) hours. METRO will not schedule shifts to exceed thirteen (13) hours spread time for an Extra Board Operator, except in the case of regular assignments with bidded trippers which may exceed thirteen (13) hours, provided they are assigned at the previous day's Extra Board posting.

#### 29.12. 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 at the quarterly bid or on a hold-down or from other Operator requested shift changes), additional pay for each hour below ten (10) shall apply as follows:

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

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

#### 29.13. Paddle Boards

METRO shall provide Operators with paddle boards for scheduled work that is on a recurring basis. The paddle boards shall include pull-out and pull-in locations and times, time points and electronic destination sign codes. METRO shall also make available information sheets, whenever practical, that are descriptive of routes or lines, special operating conditions, and other miscellaneous information. METRO shall provide a list showing location of rest room facilities on each line.

#### 29.14. Length of Assignments

The average work time on the weekday regular run cut computed on a system wide basis **will not exceed eight hours and thirty minutes (8:30). METRO agrees that it will continue to use the nine (9) hour platform-time constraint when creating the daytime run-cut.**

#### 29.15. Meal/Rest Breaks

For the purposes of compliance with the provisions of Article 29.05 and 29.06 of this Agreement, and the I.W.C. Wage Order #9, the Fall 2012, Winter 2012, and Spring 2013 Bids shall reflect

the incremental inclusions of additional running and recovery time. With the implementation of the Spring 2013 Bid, the added recovery time shall be deemed to be sufficient to meet the requirements of I.W.C. Wage Order #9 and Articles 29.05 and 29.06. The added recovery time shall be incorporated into the operating schedules, and formally scheduled meal breaks shall be removed effective with the Spring 2013 Bid.

## **ARTICLE 30. CHOICE OF FULL-TIME WORK ASSIGNMENTS**

### 30.01. Types of Assignments

Work assignments will consist of three **(3)** types: Regular Assignments, Extra Board Assignments, and Extra Spread Assignments. All Assignments will be made available on a classification seniority basis for sign-up at the Quarterly Bid.

- A. An Operator having regular assignments or extra spread assignments which have, as part of **the Operator's** work, schedules which do not operate during portions of the bid period will also bid the Extra Board for these periods of non-operation. An Operator who has chosen a regular or extra spread assignment will bid by classification seniority for an order of report and will be polled regarding other options available to Extra Board Operators. **The Operator** will occupy this position during periods of non-operation. The Operator's days off will be those of **the Operator's** regular assignment or extra spread assignment. Except by mutual agreement between the Union and METRO, these affected Operators may not take hold-downs during these periods.
- B. An Extra Board Operator shall be guaranteed work as stated in Article 26. Selection of work for the Extra Board shall consist of choice of Base, then 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 for the duration of the quarterly bid.

### 30.02. New Base and Relief Points

Additional bases or relief points may be designated or established by METRO with the understanding that the Union will be notified sufficiently in advance of the action to allow for negotiation of new procedures for work assignments.

### 30.03. Bid Sign-Up

Bid sign-ups for the purpose of the selection of assignments, days off and positions as Extra Board Operators shall be held quarterly during the year. At each quarterly Bid, an Operator shall choose Base and type of work assignment for the duration of the forthcoming quarterly period on a classification seniority basis regardless of the Base to which **the Operator** currently reports. The bid sign-up shall be conducted at each Base. The hours for bidding may be adjusted and the dates for bid sign-ups may be either advanced or postponed by mutual written agreement between the Union and METRO as the parties may deem advisable in the light of future developments.

Assignments shall take effect as listed below:

1. Mid-September
2. Mid-December
3. Mid-March
4. Mid-June

#### 30.04. Sign-Up Procedure

##### A. Facilities and Representatives:

The Union and METRO shall jointly conduct the quarterly bid sign-up. METRO shall furnish the necessary facilities, equipment, and personnel for the sign-up. The Union shall designate and METRO will compensate one **(1)** Union representative per Operations Base to conduct the quarterly bid sign-up for all time spent in conducting the sign-up. All other costs will be covered by METRO. METRO and the Union shall each designate one **(1)** spokesperson and each shall be the sole spokesperson of the group for which **they are** designated to speak. Each Operator shall have fifteen (15) minutes to select a work assignment. An Operator shall bid for Annual Leave in accordance with Article 13.

##### B. Posting of Work Assignments for Quarterly Bid:

It is METRO's responsibility to submit the bid schedule to the Union seven (7) calendar days prior to posting. The bid schedule shall include all known recurring passenger service work performed by METRO. Bids containing known periods of non-operation shall be asterisked, and known days of non-operation noted in the bid schedule. All work not included in the regular assignments and extra spread assignments shall be separated into biddable and non-biddable trippers.

A list containing the **length of the buses likely to be assigned to each regular run block** and extra spread assignment for the duration of the quarterly bid **will** be included with the bid schedule.

A list, showing all Operators eligible to bid for assignments, holiday(s) and Annual leave in order of classification seniority, shall be posted at each Operations base. The list shall contain the date and time that each Operator must report to bid **the Operator's** assignment, holiday(s) and Annual Leave. METRO shall provide a copy of the bid schedule to each Operator eligible to bid. A master copy of the bid schedule and the scheduled order of sign-up shall be posted at each Operations Base and kept current by the Union representative for the duration of the bidding.

C. Bidding:

Bidding for assignments will be completed thirteen (13) calendar days before the assignments take effect. The bidding time will be mutually agreed upon by METRO and the Union. It shall be the responsibility of each Operator to bid or submit a written proxy, or proxy by telephone. If working at the time and desiring relief, it shall be **the Operator's** responsibility to request a relief from the Scheduling Department in writing, on a "Request for Time Off" form. The request shall show the Operator's name, date, and time **they are** to be present to choose **the Operator's** assignment and time desiring relief and location (nearest point to home Base). Submittal of request will not guarantee relief.

D. Proxy Bid:

In the event an Operator is unable to be present at **their** scheduled time, **the Operator** may submit a written proxy bid with a list of bid choices in order of preference to the Union representative, who shall bid for that Operator. An Operator not bidding by written proxy is allowed to bid by phone at the completion of a

route or at a designated Transit Center. The phone proxy shall be completed prior to the end of the Operator's scheduled bidding time.

In the event an Operator fails to bid at **the Operator's** appointed time, **the designated Union Bid Representative may make a selection for the Operator prior to the next Operator making their selection. The Union Bid Representative's selection will be final and binding on the Operator and that selection will not be subject to the grievance and arbitration process. If the Union Representative cannot bid for the Operator, the Operator will bid** at the conclusion of the Operator's bidding day.

E. Eligibility to Bid:

METRO will determine which Operators are eligible to bid. To be eligible to bid if absent due to illness or injury the Operator must present written documentation from a medical provider of fitness for duty so as to be able to work one (1) signed on workweek beginning within the first thirty (30) calendar days after commencement of the new bid. Annual Leave signed on at least six (6) months in advance of the commencement of the bid and scheduled during the first thirty (30) calendar days of the bid, shall be considered time worked for the purposes of this Section.

An Operator who does not return to work during the thirty (30) day period shall, upon return to work, be assigned to the Extra Board for the duration of the bid under the provisions of Article 31.05. It is METRO's responsibility to give notice of the bid sign-up to an Operator on leave at **the Operator's** 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 Operator on leave to inform METRO and the Union in writing by the date and time specified in the letter if the Operator will be ready and able to work during the new Bid. An Operator on leave failing to provide written notification to METRO and the Union shall be ineligible to bid. An Operator on leave who is ineligible to bid 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 Operator from bidding for Annual Leave at the quarterly bid sign-up in accordance with the provisions of Article 13. An Annual Leave bid proxy shall be submitted by each Operator by 5:00pm of the day the Operator is scheduled to bid for Annual Leave in accordance with **the Operator's** seniority. In the event an Operator fails to submit **their** Annual Leave proxy by the 5:00pm deadline, but does submit **the Operator's** Annual Leave proxy, time stamped no later than 12:00 midnight of **the Operator's** day to bid for Annual Leave, the affected Operator's seniority number for choice of Annual Leave shall fall to the bottom of the bid list for **the Operator's** Annual Leave bidding day. The seniority lost by that placement shall determine the Operator's eligibility for Annual Leave as noted on **the Operator's** proxy.

In the event more than one **(1)** Operator misses the 5:00pm deadline on the same day of bidding, the

affected Operators shall be ranked for choice of Annual Leave by their respective classification seniority numbers in relation to each other.

Failure to meet the final midnight deadline shall result in placing the affected Operator(s) at the bottom of the bid list for that bidding period for choice of Annual Leave. An Operator who fails to submit **the Operator's** Annual Leave proxy by the completion of the entire bidding period shall forfeit **the Operator's** right to bid Annual Leave for the period.

F. Holiday Bidding:

An Operator shall bid for Holiday work assignments and time off on holidays listed in Article 12.01A in conjunction with the quarterly bid sign-up. The holiday sign-up shall be for holidays occurring within the upcoming bid period. An Operator shall choose by classification seniority an assignment, an extra board slot, or time off for the holiday schedule as defined in Article 12.05. An Operator must choose a work assignment or time off. If no days off remain, the Operator must choose a work assignment.

**When work is available for Hwy 17 service, and no other METRO service is operating, the bidding for such work shall be based on seniority with the first right of refusal for those operators whose regular day of work is that day.**

A waiting list for time off on holidays will be established during the quarterly bid. The waiting list shall consist of ten (10) spaces. If an Operator elects to take a holiday off and the calendar is full for that day, **the Operator**

may choose to enter **their** name on the waiting list, provided there are spaces available.

No shift change request by an Operator provided for in Articles 30.09C or 31.04 to change assignments or extra board order of report will be honored for holiday work and New Year's Eve, except by mutual agreement of the Union and METRO.

METRO reserves the right to change the order of report of an Operator to prevent a violation of the required ten (10) hour rest period under the provisions of Article 31.04C(1).

METRO reserves the right to change the order of report of an Operator to prevent a violation of the required ten (10) hour rest period under the provisions of Article 31.04C(1).

In cases where an Operator has not chosen work for the holiday because of ineligibility to bid, trading of assignments or hold-downs, the Operator will be placed on the Extra Board according to Article 31.05. The Scheduling Department shall notify an Operator when a change in status may affect **the Operator's** choice of Holiday work assignment. It will be the responsibility of the Operator to return the notice with a preference for displacement on the Holiday Extra Board in accordance with Article 31.05. If the Operator fails to submit a preference to the Scheduling Department prior to 10:00am the day preceding the holiday, **the Operator** shall be assigned work so as not to violate the eight (8) hour sleep rule.

G. Bid Results:

All Operator seniority lists used for bidding and bid results shall be posted in each Base where they shall be visible to all Operators and kept up to date.

H. Allowance for Rest Time:

An Operator not rested to take over **the Operator's** new assignment on the day it is effective will be allowed to pick up **the Operator's** assignment at a regular relief point after the required eight (8) hour rest period. **The Operator will** be guaranteed the full earnings of the assignment as stated in Article 26.

I. Bids and Work Review:

As long as METRO prepares prepackaged bids, METRO and two (2) representatives designated by the Union shall meet at least once per quarter in order to discuss contract compliance and for the Union to specify preferences for day off distributions for regular and Extra Board assignments.

30.05. Change in Operator's Work Assignment

If it becomes necessary for METRO to change an Operator's regular assignment, which results in an increase in mileage without additional time, or any change in the sign-on or sign-off time greater than seven (7) minutes, METRO must obtain, prior to the change, the written approval of the Union and Operator affected. If the Operator and the Union do not agree to the change, the assignment may not be changed. If the Operator and the Union agree on the change, the Operator shall work the new assignment and shall receive not less than **the Operator** would have been paid under the applicable provisions of this Agreement as though the assignment had not been changed.

### 30.06. Notice of Route and Service Changes

All route and service changes shall be finalized and submitted to the Union a minimum of fifty-five (55) calendar days prior to the first day of the scheduled Bid in which the changes will take effect.

Any new work added after the submission date shall be submitted to the Union for determination of how it shall be worked.

If after submission of route and service changes, or the implementation of service changes in a particular bid, an Operator identifies route/scheduling deficiencies, the Operator shall submit documentation of the specific deficiencies to the Schedule Analyst who shall forward them to the Transit Planner. Modifications which are mutually agreed upon and implemented shall be incorporated into the next bid.

### 30.07. Biddable Trippers

Biddable trippers will be put up for bidding by the regular Operators at the quarterly bid. Seniority and the ten (10) hour drive time rule shall be used to determine eligibility for selecting biddable trippers. An Operator may choose a maximum of three (3) biddable trippers during the initial bidding cycle. Any trippers left over shall be re-posted at the end of the initial bidding cycle and re-bid in accordance with seniority. In order to be eligible for overtime on trippers, an Operator shall have worked **their** regular assignment for that day.

A regular Operator may bid upon a biddable tripper to be worked in addition to **the Operator's** regular or extra spread assignment, providing there is no violation of hours of service or driving time regulations. The Operator may bid only one (1) biddable tripper in combination with each regular or extra spread daily work assignment. The Operator must work the biddable

tripper every day **they are** available to do so. An Operator may not bid trippers for **the Operator's** scheduled days off.

Biddable trippers will be posted and bid concurrently with the regular quarterly bid on a classification seniority basis. Biddable trippers not selected at the quarterly bid sign-up shall be treated as a fragment for the rest of the bid. Any signed-on biddable tripper shall be considered a part of, and shall remain a part of the Operator's regular work assignment for the duration of the Bid cycle.

Travel time allowance on signed-on biddable trippers shall not be paid unless the Operator is actually required to travel.

#### 30.08. Adjusting Staffing

Staffing levels shall be adjusted for the remainder of the quarterly bid when a work assignment is vacated for whatever reason and that vacancy will continue until the end of the Bid. A regular assignment or extra spread assignment shall be considered vacated when it remains unchosen for hold-down by the home base Extra Board for two **(2)** consecutive postings. An Extra Board slot shall be considered vacated when the number of Extra Board Operators is reduced by one or more Operators as defined by the number of Extra Board Operators filling slots during the quarterly bid process. Vacancies beginning within two **(2)** weeks of the end of the bid shall not require adjusting of staffing levels. Vacated assignments will be posted and made available to all Operators at the other Base for bidding. Regular and Extra Board Operators may bid for vacated work assignments on a classification seniority basis. In the event that no Operator bids for the work assignment, Extra Board Operators, in inverse order of classification seniority, may be transferred for the remainder of the quarterly bid. The Operator(s) awarded the work assignment shall be placed on the Extra Board according to Article 31.05 when commencing work at a new Base. An

involuntarily transferred Operator shall receive an additional five percent (5%) pay over the Operator's base wage rate each time **the Operator** is transferred involuntarily during the quarterly bid. METRO may adjust staffing during each quarterly bid. When a new Probationary Bus Operator enters revenue service, in accordance with Article 31.05, an Operator involuntarily transferred may elect to return to **the Operator's** home Base, and resume **the Operator's** original Extra Board assignment.

### 30.09. Trading Assignments

- A. An Operator may trade **their** entire weekly work assignment for the duration of the bid. An Operator may also trade any part of **their** weekly work assignment (subject to the approval of the Operations Manager) for the duration of the bid. The Operator will furnish the Scheduling Department with a written request to trade **the Operator's** work assignment. The Scheduling Department may post the request for trade for no less than five (5) days. Only a working Operator may sign on the list for trade of assignment. At the conclusion of the posting period, the Operator trading **their** work assignment will then choose from the list of work assignments offered for trade. In the event that the Operator chooses to trade **their** assignment with an Extra Board Operator, **the Operator** shall assume the position and days off of the Extra Board Operator and retain all rights of the position.

In the event that the Operator requesting to trade **their** work assignment does not select a choice from the list, **the Operator** may elect to keep **their** assignment, or be assigned to the AM/PM breakpoint of the Extra Board, have days off assigned by the Scheduling Department, and shall forfeit the right to bid for hold-downs for the remainder of the quarterly bid.

- B. An Operator may trade **their** daily scheduled assignment or days off with another Operator within the same payroll week by written request. The request must be submitted to the Scheduling Department by 10:00am 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 Operator's eight (8) hour rest period for the following day and that the premium referred to in Article 29.12 shall not be paid to an Operator as a result of a trade.
- C. An Operator may also request shift changes from the Scheduling Department. An Operator may request no more than five (5) shift changes per quarterly bid, including the daily shift changes outlined in Section B above.

### 30.10. Hardship Cases

If a medically restricted Operator is working a limited duty position with an established pay scale which is less than the Operator's base wage rate, METRO shall supplement either California State Disability Insurance or Workers Compensation payments so that the Operator shall receive no less than eight (8) hours pay per day, forty (40) hours pay per week at **the Operator's** base wage rate.

- A. In order to qualify for a limited duty position, an Operator must be able to return to unrestricted status within a period of sixty (60) calendar days. In special circumstances, the **CEO**/General Manager may waive this time limitation.
- B. A permanently restricted Operator shall be considered for vacant positions for which **the Operator** is qualified before someone outside METRO is employed. An



Operator interested in vacant positions should contact METRO in order to be considered for the positions. Qualifications for the positions will be determined by METRO. An Operator selected for the work shall be paid at the salary level of the position that **they are** filling.

## **ARTICLE 31. METHOD OF HANDLING EXTRA BOARD**

### **31.01. Definition of Extra Board**

An Extra Board is a list of available Extra Board drivers and available work, posted on a daily basis.

An Extra Board will be established. An Operator choosing an Extra Board Assignment will work temporary vacancies in regular, extra spread and part-time work assignments, trippers which have not been bid, special assignments and point. METRO shall determine the number of regular shifts to be worked.

After accounting for regular and extra spread work assignments, METRO shall establish Extra Boards the size of which is appropriate to the work to be performed, dependent on the needs of the service.

### **31.02. Posting Assignments**

Extra Board Assignments will be assigned to an Extra Board Operator on a daily basis. Consistent with the requirements of service, and to the extent practicable, METRO will post trippers and runs on the detail sheet by 2:00pm of the day prior to assignment if they are known at the time of preparation and posting.

Each known work assignment will pull out from the home Base originally assigned to it during the bid sign-up. Operators 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 Operator, the extra Operator 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 relief shall be made at the home terminal or regular relief point on the last trip before the violation would occur. If an Operator on point is required to work an entire assignment or run that begins prior to **their** scheduled report time, **the Operator** shall be paid from the appropriate scheduled sign-on time of that assignment. In any event, **the Operator** shall not be required to begin the assignment before **the Operator's** originally scheduled sign-on time.

### 31.04. Determining Assignments

- A. Work assignments for an Extra Board Operator shall be assigned as follows: An Extra Board Operator 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 Operators at each Base at the time of the bid. Work shall be assigned in order of sign-off time, beginning at the last slot and working toward the first slot, with the shift with the latest sign-off time going to the last available Operator with the highest number and the shift with the earliest sign-off time going to the first available Operator with the lowest number.

If two **(2)** or more pieces of work sign-off at the same time, the assignment order shall be determined so that the Operator with the lowest numbered position (earliest) gets the earliest report and the Operator with

the highest numbered position (latest) gets the latest report. There shall be no guarantee of work assignments being in any general time period. The only guarantee shall be the sequence of work assignments, with the following exceptions.

- B. An exception to the order of 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.
- C. METRO reserves the right to move an Operator 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 Operator for a specific date and time period. The Scheduling Department shall allow four (4) requests per day. Requests shall be honored by earliest time-stamp. An Operator is limited to five (5) requests per quarterly Bid and these requests will only be counted if the Operator is released by the time requested. Exceptions to this limit on requests are: medical appointments for open workers' compensation claims, hold-downs, quarterly bid changes and Union business. Additional limitations to these provisions are outlined in Article 30.09B.
  - 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, with the reason for a case #3 occurrence stated in detail.

31.05. Displacement

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

- A. An Operator returning from a leave of absence, injury, transferring Bases or commencing work on the Extra Board may assume a slot on the Extra Board by displacement. Displacement shall be for order of assignment only. Consecutive days off shall be assigned by the Scheduling Department.
- B. In the event that all Extra Board slots are filled during the bidding process and remaining Operators elect to join the Extra Board, or in the event a new Operator enters service when bidding is completed, or in the event of an Operator vacating **their** assignment after choosing not to trade **their** assignments in accordance with Article 30.09, the affected Operator shall be assigned to the AM/PM breakpoint of the Extra Board. The AM/PM breakpoint will be determined each bid by the Union. This information will be forwarded by the Union to the Scheduling Department.

31.06. Run Around

An Extra Board Operator 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 **the Operator’s** 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-off times.

### 31.07. Double Scheduling

When two (2) Operators are scheduled for the same assignment, the regular Operator, if any, will work the assignment. The second Operator, 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 Operator** would have been paid for that assignment. If the second Operator is required to work beyond **their** originally scheduled final sign-off time, **the Operator** 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 at the Extra Board Operator's home Base. Point sign-off times may be included in the Extra Board work assignment to fill out an Operator's eight (8) hour day in accordance with Article 31.08B, or to comply with a special request in accordance with Article 31.04 or Article 30.09C. An Operator on point shall be available at the Operator's designated sign-on time for immediate assignment, in accordance with Article 26.04B 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 Operator. An Extra Board Operator assigned point shall be available for necessary inspection of buses, movement of buses required for the maintenance of schedule in cases of mechanical breakdown, and operation of buses in revenue service to aid in maintenance of schedule, as may be required during the course of their day.

No Extra Board Operator 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 Operator, with the Operator's consent, may be used to perform the work.

B. Minimum Report Pay:

An Extra Board Operator, 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 Operator voluntarily elects to waive it.

31.09. Additional Spread Pay Provisions

When an Extra Board Operator works a twelve (12) or more hour spread for three (3) or more days in **their** workweek, one (1) additional hour, at **the Operator's** base wage rate, will be given for that week, upon written request of the Operator.

31.10. Need for Additional Operators

When there is need for an additional Operator, **the Operator(s)** shall be called to work according to the procedures of Article 27.03.

**ARTICLE 32. HOLD-DOWNS**

32.01. Definition of Hold-Down

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

An Extra Board Operator on hold-down shall be considered to be a regular Operator and be subject to all items and provisions of this Agreement applying to a regular Operator for the duration of the hold-down.

#### 32.02. Hold-Down Posting

Each Friday, no later than 5:00pm, 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 10:00am of the Tuesday following the original posting.

#### 32.03. Hold-Down Bidding

An Operator 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 percent (25%) of the duration of the hold-down shall not disqualify the Operator from being awarded the hold-down. Requests for Annual or General Leave which if approved would exceed 25% of the hold-down shall be denied. An Operator may only bid on hold-downs that are available in **the Operator's** home Base. Each hold-down shall be awarded to the most senior Extra Board Operator 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 shall be either of fixed duration 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. Indefinite duration hold-downs posted at the beginning of a new bid shall be re-posted at the end

of the first thirty (30) days of the bid if the bid Operator has not returned to work during that time as referred to in Article 30.04E.

Any Operator awarded a hold-down according to the terms of this Article must hold the work assignment until the regular Operator returns or until the expiration date of the hold-down. In notifying an Operator of the end date of an indefinite hold-down METRO shall notify the Operator on hold-down in person or by telephone as soon as METRO learns the date of return of the regular Operator. If METRO is unable to contact the affected hold-down Operator, **they** shall be considered to be on the hold-down for the purposes of report time until the time as **the Operator** is properly notified of its end date. If a work assignment remains unbid, it shall be made available to the Extra Board on a daily basis through the following Thursday. If, on the following Friday the vacancy still meets the above criteria for posting, it shall be re-posted for bidding.

#### 32.05. Hold-Down Days Off

Beginning the Thursday immediately following the award of the hold-down, the Operator shall assume the days off of the hold-down. An Operator shall keep the days off of the hold-down through the Wednesday following the end of the hold-down.

### **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 Operator for these purposes. It is understood that an Operator used in this type of service will be protected and paid under the terms of this Agreement.



### 33.02. Vehicle Pickups and Deliveries

When coaches are brought from or returned to areas outside METRO boundary by SCMTD personnel, Bus Operators covered by this Agreement shall operate the coaches. METRO and the Union shall mutually agree on the criteria for the selection of Operators used under this Section. METRO shall provide compensation to chosen Operators, 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 Operator used in this type of service will be protected and paid under the terms of this Agreement.

### 33.03. Other Special Assignments

METRO may establish special assignments, which may include Vault Puller-PM and Revenue Collection Assistant, to be filled prior to each quarterly Bid from a sign-up list of available and interested Bus Operators. The selection shall be confirmed before the beginning of the quarterly Bid sign-up. These assignments shall be for the duration of the Bid, shall have a definite sign-on and sign-off time, and be paid at the Operator's regular wage rate. Nothing shall preclude an Operator on special assignments from making **themselves** available for overtime on the "Call for Additional Operators" list.

METRO may establish other special assignments for which an Operator may apply in advance. These assignments may include non-passenger service work or a combination of passenger service work and non-passenger work. The Union and METRO shall collectively bargain in good faith on conditions for the assignments in advance. No Operator shall hold these special assignments for longer than six (6) months if another qualified and interested Operator applies.

When METRO establishes the new position of Base Dispatcher-Special Assignment, it shall be filled by an Operator holding seniority under this Agreement, subject to qualification and training. The Union and METRO will meet to collectively bargain in good faith on conditions of employment. Such positions will be paid at standard Operator rates.

## **ARTICLE 34. OPERATOR 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 Operator if it is shown that the items were lost or damaged as a result of a robbery, theft and/or unprovoked attack on the Operator while on duty, provided that the robbery, theft and/or unprovoked attack is reported to the appropriate law enforcement authorities. For the purposes of this Article, theft shall be defined as the carrying away of the Operator's personal property without the permission of the Operator.

- A. Replace and/or repair broken glasses; repair, clean or replace uniforms damaged, soiled or taken from the Operator during the course of a robbery or unprovoked attack.
- B. Replace or reimburse to the Operator, not to exceed one hundred dollars (\$100), the value of a standard watch, as required by METRO.
- C. Reimburse up to one hundred dollars (\$100) of personal funds or miscellaneous items carried by the Operator at the time of the robbery, theft or unprovoked attack. If the Operator recovers **their** property, **the Operator** shall return to METRO the payment **they** received for the reimbursement.

34.02. Payment for Time Lost

- A. It is further agreed that if the Operator is physically injured as a result of robbery, or as a result of an unprovoked attack by another person which is reported to the appropriate law enforcement authorities and the injury results in a loss of time, **the Operator** shall be paid for the balance of **their** assignment, or in the case of an Extra Board Operator, **they** shall be guaranteed the hours of the assignment of the day on which the injury occurred.
  
- B. When an Operator suffers acute traumatic physical or mental injury as an immediate result of witnessing or being physically involved in a vehicular accident or assault while in the performance of duties, and the injury results in a loss of time from work, the Operator shall be paid up to eight (8) hours per day or **the Operator's** regular assignment, whichever is greater, at **the Operator's** regular rate of pay for time lost up to three (3) days, provided that a police report is filed and a copy of the report is forwarded to the Manager of Operations. Total compensation, including payments from Workers' Compensation, if any, shall not exceed the Operator'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. This policy does not apply to cumulative trauma, such as back pain or nervous stress.
  
- C. An Operator required to wear prescription glasses as a condition of **the Operator's** 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 Accident

METRO agrees to pay for uniforms damaged and up to seventy-five dollars (\$75) for personal property damaged or lost, due to vehicular accident while operating METRO equipment.

**ARTICLE 35. OPERATING POLICY**

35.01. Service Planning and Review Committee

The Union and METRO shall convene a Service Planning and Review Committee which shall study and make recommendations on running times and interlining of routes, schedules, time points, and bus stops. The Service Planning and Review Committee shall meet monthly and shall make recommendations to the **CEO**/General Manager for implementation of operating changes. In denying any recommendations made by the Service Planning and Review Committee, the **CEO**/General Manager shall provide a written justification supporting **their** reasons for denying the recommendation, which shall be provided to the Union at the next monthly meeting. The decision of the **CEO**/General Manager shall be final.

The Service Planning and Review Committee shall consist of four (4) Union representatives and three (3) METRO representatives. At METRO's discretion additional staff representatives may be added. Both parties shall have four (4) votes on the Committee. The committee shall be chaired by one (1) member of the Union and one (1) member of METRO.

METRO shall release from work without loss of compensation four (4) designated Union representatives for time lost in meetings of the Service Planning and Review Committee.

In certain circumstances the co-chairs may agree to invite members of the Board of Directors to provide information to the committee.

#### 35.02. Schedule Adjustments

METRO will use available buses and point Operators to make necessary adjustments to alleviate schedule adherence problems. Blocks which currently contain runs of forty-five (45) minutes or less, will receive priority for schedule adjustments.

#### 35.03. 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.

#### 35.04. Route Review

If there are consistent occurrences, not caused by temporary conditions, where recovery times are scheduled in individual routes, yet not generally realized, the Union may invoke a corrective action as follows:

1. An Operator or the Union will provide a written account of the specific problem, and specific trips involved.
2. This information shall be forwarded to the Manager of Operations.
3. The Manager of Operations and the Service Planning and Review Committee will verify the account with independent time checks and recommend corrective action, if warranted.

4. Corrective action is warranted if the findings corroborate the Operator's time study. Corrective action shall be implemented if the **CEO**/General Manager accepts the recommendation within the timeframes of the construction of the schedule for the following bid.
5. Corrective action may include but not be limited to re-interlining of the affected block(s), route redesign, schedule adjustments or adjustment of time points. These corrective actions may be taken individually or in combination as required.

## **ARTICLE 36. SAFETY AND ACCIDENT REVIEW**

### 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 Operator. METRO will take all steps necessary to insure Operator health and safety, including abatement of any safety and health hazards, to create a safe working environment. To this end, the Union and METRO will establish the following committees:

### 36.01. Accident Review 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 Operator and shall report the results within ten (10) days to the Accident Review Committee and the Operator.
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.

B. Recompense for Members:

All Operators who are Accident Review Committee members shall be reimbursed by METRO at their current rate of pay for all time spent in 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 SCMTD Bus 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 Manager of Operations or his representative. If there is a tie vote, 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 an SCMTD 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 Operator to:
  - i. obey all traffic laws
  - ii. recognize the rights of others
  - iii. use due care in the operation of **the Operator's** 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 onsite supervisor or law enforcement personnel shall be considered a non-chargeable accident. This does not relieve an Operator from exercising due caution.

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 accidents involving Bus Operators 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. Bus Operators 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 Operators 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.

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 bus, shall not be considered an accident.
6. 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 the **CEO**/General Manager.

36.02. Health and Safety Committee

A. Purpose and Composition of Committee:

The Health and Safety Committee shall be composed of an equal number of Union and management representatives. The joint Committee shall meet quarterly or more often at the request of either party to consider potential and actual safety, health and training matters affecting an Operator within the representation unit.

The joint Committee shall perform the following functions:

1. The Committee may make necessary inspections of the work site and equipment where problems have been reported and make recommendations for the correction of unsafe or unhealthy conditions or work practices.
2. The Committee shall be notified by the employer of any proposed measurement by government inspectors or employer consultants of worker exposure to any potentially dangerous conditions and be invited to attend these measurement procedures. METRO will also notify the Committee of any toxic substances within its knowledge to which an Operator may be exposed.

B. Access to Records:

The Committee established by this Article shall have complete access to all pertinent records, excluding personnel files.

1. METRO will respond at Health and Safety Committee meetings to notices contained in Operator Comment Sheets on unsafe or unhealthy conditions existing in METRO.
2. The Committee will review and analyze all reports of industrial injuries or illness of members within the representation unit, and recommend rules and procedures for the prevention of injuries and for the promotion of the health and safety of Operators.

C. Recompense of Members:

METRO will release from work without loss of compensation two (2) designated Union members for time spent in meetings of the Health and Safety Committee.

D. Review by Outside Health Professionals:

In the event that the parties to this Agreement cannot mutually agree to a resolution of a difference over a safety and/or health question, the Committee may ask the advice, opinion or recommendation of consultants and authorities on health and safety matters. METRO or the Union shall have the right to call to the property these experts and authorities, as well as International representatives of the Union, having expertise on matters under dispute; they shall be permitted to make examinations, investigations and/or recommendations

for rectification of the problems addressed. The costs of the outside professionals shall be shared equally by both parties.

36.03. Equipment Safety

- A. No Operator shall be required to operate a METRO vehicle which does not have brakes, horn, steering, safety equipment, defroster, Operator seat, heater, windshield washer and wiper, sun visor, mirrors, head lamps, brake and tail lights each in correct adjustment and proper working order. METRO agrees that all equipment in revenue service should be equipped with an operable radio. No bus will be used in revenue service without a working radio after 7:00pm or prior to 5:00am. It is the responsibility of METRO to see that all reported defects are checked and corrected before the bus is returned to service.
- 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 Operator shall report health or safety hazards to **their** immediate supervisor upon discovery.
  - 2. If the supervisor is unable to abate the hazard, **the supervisor** shall refer the matter to the **Assistant Operations Manager** or **Operations Manager**. An Operator may refer a safety hazard directly to the **Operations Manager** or **CEO/General Manager** if the supervisor is unavailable or unable to abate the safety hazard.
  - 3. If METRO is unable to abate a safety hazard, and an Operator has been assigned a task, which could cause immediate illness or injury, or in the

Operator's good faith belief puts the Operator or another person in danger of serious physical injury, the Operator may refuse to perform the task. An Operator's refusal in good faith to perform the task shall not be just cause for discipline provided that the Operator's good faith belief is based on ascertainable, objective evidence supporting the Operator's conclusions. No Operator shall be discriminated against as a result of reporting any conditions believed to be a violation of health, safety or sanitation laws or regulations.

#### 36.04. Expedited Appeals for Health and Safety Matters

In the event the parties to this Agreement cannot resolve a difference arising over a safety and/or health question, the issue shall be immediately discussed in an emergency meeting at the final step of the grievance procedure. If it cannot be resolved after the meeting and there is no agreement to extend discussion of the matter, then the Union and METRO will refer the matter to a special Health and Safety Appeals Panel for recommendation as outlined in this Section.

- A. The Union and METRO will mutually agree on the composition of the Panel. The members of the Panel shall be health professionals with expertise in the matters in question and/or having particular experience with the occupational hazards experienced by members of the bargaining unit. The Panel shall meet within three (3) days of the Union's request or as soon thereafter as practicable. The Panel is encouraged to expedite its recommendation.

- B. METRO shall begin implementation of the recommendation of the Health and Safety Appeals Panel within twenty-four (24) hours after receipt.
- C. The costs of the Health and Safety Panel shall be shared equally by both parties to this Agreement.

## **ARTICLE 37. SPECIAL PAY PROVISIONS**

### 37.01. Making of Reports

- A. An Operator shall be paid up to sixty (60) minutes, or longer if authorized, for making out accident/ incident or other reports as required by a supervisor, which must be completed at the work site. An Operator shall be allowed time to confer with a Union representative before filling out an accident report. If the Operator making out an accident or incident report is under pay, no additional allowances will be paid. However, in the case of an Operator who gets off work after **their** Union representative has finished for the day, **the Operator** shall be allowed to turn **their** report in by 1:00pm the following day.
- B. An Operator shall be paid thirty (30) minutes per day at **their** base wage rate for conducting special passenger survey counts. This premium will be paid only if the Operator actually turns in required paperwork.

### 37.02. Bilingual Pay

The Union and METRO recognize the need for Operators 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 less than forty (**40**) paid hours (not to include holidays or accruals) each two (**2**) week pay period and forty-four dollars

(\$44) to an Operator who has forty **(40)** or more paid hours (not to include holidays or accruals) each two **(2)** week pay 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 selected qualified persons and may be re-tested annually. Tests 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.

### 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.

Line instructors shall provide counsel and instructions to a trainee assigned to them. Line instructors shall provide information with regard to the trainee's performance at the close of each shift. METRO will provide periodic Training Courses to Operators selected to be Line Instructors. Each Line Instructor's daily score sheets for each trainee shall be provided to each subsequent Line Instructor.

### 37.04. Transfer and Qualification Period

Personnel 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 or line on their own time. When the transfer is made as a result of change in operation and/or at the request of METRO, the Operator will be compensated at **the Operator's** base wage rate for all time spent in qualifying for transfer.



37.05. Training and Retraining

METRO shall compensate an Operator at the regular wage rate for all training, retraining, counseling and personnel hearings. If METRO requires any Operator to attend training, retraining, counseling or personnel hearings on **their** scheduled day off, **the Operator** will be paid in accordance with provisions in Article 27.02.

37.06. Driver's License

An Operator of revenue equipment must provide proof that **the Operator** has the type of license required in order to operate METRO's equipment. METRO shall reimburse an Operator for the renewal of State licenses and any other licenses required. To receive reimbursement, the Operator must present a receipt denoting payment of fee and must show the appropriate METRO official **their** permanent license when received. The Operator must maintain a valid Class B license, valid Medical Certificate and valid verification of transit training (VTT) document in **their** possession at all times while on duty. An Operator who does not comply with this provision shall be subject to disciplinary action.

37.07. Use of Private Automobile

- A. If an Operator within the representation unit is requested and agrees to use **their** private insured automobile to conduct METRO business, the Operator shall be reimbursed at the rate established by the IRS.
- B. METRO shall provide METRO transportation to transport an Operator in a safe fashion from **the Operator's** home Base to **their** assignments and from **their** assignments back to **the Operator's** home Base.

- C. METRO shall at no time require that more Operators use a METRO vehicle 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. Upon submittal of time charges by METRO, the Union shall recompense METRO for the two (2) hours spent by the trainees in Union orientation during METRO training.

37.09. Special Vehicle Pay

In the event METRO begins operating any vehicle with a seated capacity greater than fifty-three (53) passengers, the Union and METRO agree to collectively bargain in good faith on a premium pay for operation of these vehicles. **This provision will be deleted after June 30, 2021.**

37.10. Speedometers

METRO will pay all fines for speeding issued against an Operator driving a METRO vehicle which results from a speedometer being defective or missing, provided METRO has been notified of the defect by the Operator receiving the citation.

37.11. Uniform Allowance

- A. Each Operator shall wear a uniform as specified in the Bus Operator's Handbook.
- B. In lieu of a uniform allowance an employee's base pay rate has been increased by 15 cents (**\$0.15**) per hour for the purchase and maintenance of the required METRO uniform.

## ARTICLE 38. MISCELLANEOUS PROVISIONS

### 38.01. Transportation Privileges

- A. An employee shall receive bus passes for employee, employee's spouse, **registered** domestic partner and immediate family members living in the employee's residence, or for whom the employee has custodial responsibilities. Applications for bus passes must be submitted in writing.
- B. Should a pass be lost it will be reissued at a cost of \$15.00.
- C. An employee leaving the service of METRO by retirement under the Public Employees Retirement System (PERS) and continuing to reside in Santa Cruz or adjoining counties, **the employee's** family members as defined in Section A above shall receive **a bus** pass.
- D. METRO bus passes shall be honored on all buses operated by METRO in regular scheduled fixed route service.

### 38.02. Union and Operator's Mail

Mail received at a METRO office which is addressed to the Union or an Operator covered by this Agreement shall not be opened or in any way tampered with by METRO employees or their representatives. The mail shall be sent to the Operator's home Base and promptly delivered to the addressee's box (approximately 3" x 4" x 12" in size). The right to privacy in communication is affirmed by METRO and the Union, but this provision does not apply to METRO's electronic mail. Electronic mail is for the exclusive use of METRO. This section shall not be interpreted to mean that an Operator may use METRO's address for personal mail.

### 38.03. Equipment on Revenue Vehicles

METRO shall equip every vehicle in revenue service with all necessary revenue equipment to include ticket punches, transfer cutters, day pass holders, pass count devices and fare boxes, and shall maintain all this equipment in good working order. METRO will ensure that all heaters, defrosters, Operator's seats, and destination curtains now installed on METRO vehicles shall be maintained in efficient condition, windshield and Operator viewing windows are sufficiently clean at pull-out so that the Operator has a clear and unobstructed view, and all new equipment received shall be so equipped and maintained. In addition, no bus will be used in revenue service without a working radio after 7:00pm or prior to 5:00am. METRO shall maintain clean windshields on all vehicles. All windshield washers and wipers now installed and on METRO vehicles received shall be so equipped and maintained.

### 38.04. Checking Earnings

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

### 38.05. Personnel Files

- A. METRO shall keep at the Human Resources office the official personnel record containing: Application, all evaluations, all disciplinary actions not reversed on appeal, commendations, personal information, status change forms and other official records.
- B. METRO shall also maintain at the Operations Base a field file containing all of the above, plus results of all personnel hearings, counseling sessions and training record.

- C. No adverse written materials shall be placed in an Operator's files without prior notice and a copy given to the Operator and the Union.
- D. The Operator shall have the right to review any material contained in **the Operator's** personnel files or material pertaining to **the Operator** in any other non-confidential file in METRO.
- E. Telephone complaints may not be entered into an Operator'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 Operator and every new hire during the term of the Agreement. Thereafter, additional copies will be paid for 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 Operator shall be recorded at each base solely for the purpose of verifying schedules and call-in times.

38.08. Time Cards

An Operator shall be responsible for completing all required paperwork including time cards, and turning in the paperwork to the Dispatcher at the end of the workday.

### 38.09. Sanitary Facilities

Suitable sanitary facilities shall be provided by METRO and each Operator will be afforded an opportunity to use the facilities. METRO-operated facilities shall be kept in a clean and sanitary condition by METRO. METRO shall conduct an immediate search for clean, usable facilities on each line. METRO recognizes the importance of arranging rest rooms as close to the end of the line as practicable. METRO shall post lists on a quarterly basis giving the locations of the facilities on each route. No Operator shall be disciplined for a delay of schedule, if the delay results directly from the Operator's use of sanitary facilities and the location of the facilities precludes **the Operator's** utilization without a delay of schedule.

### 38.10. Records Provided

- A. METRO shall furnish Bus Defect sheets to the Union on a daily basis.
- B. METRO shall provide to the Union a record of all Operators working on their days off for each payroll period.
- C. Operator Industrial Injury reports will be given to the Union, quarterly.
- D. Pay claims (both approved and denied) shall be given to the Union as received.
- E. Operator comment forms on unsafe conditions, bus stop or routing comments shall be given to the Union as received.
- F. METRO shall provide the Union with notice and minutes of all joint Union-Management committees.

- G. METRO shall provide the Union with one **(1)** copy of the monthly Board of Directors Packet.
- H. METRO shall provide the Union with updated service interruption reports.

38.11. Cleanup

An Operator within the representation unit shall not be paid time for cleanup, but a location and facility shall be provided in all METRO Operations Facilities for cleanup after a duty shift. The cleanup facilities shall include a clean and sanitary rest room and shower. The Operations Facilities shall not include transit centers.

38.12. Operators' Quarters

- A. METRO shall provide and maintain clean and sanitary Operators' quarters for Operators of METRO where an Operator is required to sign-on and sign-off. These quarters will contain sufficient chairs, tables and couches so that Operators will be comfortable.
- B. All Operators' quarters shall be provided with sufficient number of half-length lockers suitable for storing outer garments.

38.13. Bulletin Boards

The Union shall have access to two **(2)** 3' x 5' glass enclosed bulletin boards, which shall be locked with a key in the possession of the Union, 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. Preparing and posting of materials on the Union bulletin board shall not be on METRO time.

38.14. Regulation Clocks

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

38.15. Access to Rules

Each Operator shall be provided a copy of METRO's personnel rules and regulations and the Bus Operator's Handbook.

38.16. Physical Examinations

An Operator's license renewal physical will be performed by a physician of METRO's choice at METRO's expense. METRO shall notify each Operator two (2) weeks prior to expiration of medical certification. A physical will be scheduled on the Operator's own time, except that if METRO's doctor will only see the Operator during the Operator's regular work hours the Operator will be paid lost time, not to be charged to Sick or Annual Leave. An Operator 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 Operator** provides proof that **their** medical certificate is renewed.

38.17. Service Letter

When an Operator covered by this Agreement leaves the service of METRO, **the Operator** will be given a service letter, if



**the Operator** so requests, within five (5) days of the date of the request, stating **the Operator's** term of service and capacity in which employed.

### 38.18. Evaluations

An Operator shall be evaluated by a Supervisor in conjunction with management at the end of the probationary period, and on **the Operator's** anniversary date thereafter. Evaluations shall be based on written criteria, consistently applied to each evaluated Operator. 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 Operator's personnel file without an opportunity for discussion between the Operator and the rating supervisor in conjunction with management. A passenger complaint will not be referenced in the Operator's evaluation unless it is valid and verified. An Operator may respond in writing to any issue raised in the written evaluation within five (5) days of receipt of the Operator's copy, which will then become an attachment to the evaluation.

## **ARTICLE 39. LIMITATION ON PART-TIME**

### 39.01. Limitation on Part-Time

Part-time Operators are covered by all Articles of this Agreement except as specifically excluded in this Article and in Articles 40, 41 and 42. The maximum number of part-time Bus Operators under this provision shall not exceed ten percent (10%) of the number of full-time Bus Operators during the term of this Agreement.

For the purposes of this Article, the number of full-time Bus Operators will be defined as the number of full-time work assignments posted at each quarterly bid.

## **ARTICLE 40. PASSENGER SERVICE ASSIGNMENTS PART-TIME OPERATORS**

### 40.01. Work Assignments

A part-time Bus Operator will work a maximum of twenty-five (25) hours per week. A part-time Bus Operator will have two (2) or more days off per week, two (2) of which may be consecutive. Schedules shall be assigned for the duration of the Quarterly Bid.

### 40.02. Time and Pay Requirements

A part-time Operator will be paid at the same base wage rates as a full-time Operator, following the progression in Article 5.02. A part-time Operator will be paid only for hours worked, with overtime rates after eight (8) hours worked per day. Spread premium provisions shall not apply.

### 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 **the Operator's** review not less than two (2) days prior to the run selection day.

## **ARTICLE 41. PART-TIME OPERATORS BENEFITS**

### 41.01. Medical Insurance

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

### 41.02. Dental and Vision Insurance

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

### 41.03. Other Benefits

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

### 41.04. Sick Leave and Annual Leave

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

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

#### 41.05. Leaves of Absence

A part-time Operator 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 Operator 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.

#### 41.07. Other Provisions

A part-time Operator will be eligible for the Safe Driver Awards subject to the provisions of Article 36.

### **ARTICLE 42. CHANGE OF CLASSIFICATION**

#### 42.01. Change of Classification

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

An Operator 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 Operators before Operators with only part-time seniority. Other applicable provisions are in Articles 7 and 11.

## DEFINITIONS

### ACTIVELY WORKING

An Operator 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 Operators for their preference for early or late sign-off times at the quarterly bid sign-up. The dividing point between the Operators requesting early assignments and the Operators requesting late assignments shall be defined as the AM/PM Breakpoint.

### BIDDABLE TRIPPER

A piece of work which is not part of a regular or extra spread assignment and does not exceed three (3) hours platform time.

### DISPLACEMENT

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

### DAYS

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

### EXTRA BOARD OPERATOR

An Operator who chooses a slot and days off on the Extra Board during the quarterly bid sign-up, or an Operator temporarily assigned to the Extra Board.

## **FAMILY MEMBER (except as defined under Section 14.06- 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 Operator on sick leave status or absent on unpaid status (including industrial injury) on **the Operator's** scheduled work day before, day of, or day after a holiday shall not qualify for holiday pay.

## **HOME BASE**

The location from which an Operator's bid assignment originates.

## **PAID STATUS**

Paid status is when an Operator is paid at the Operator'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 Operator's home Base.

## REGISTERED DOMESTIC PARTNER

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

## PULL-OUT/PULL-IN TIME

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

## REGULAR DAY OFF

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

## REGULAR OPERATOR

Any Operator 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 (1) day's assignment and scheduled sign-on of the next day's assignment.

## TRIPPER

A piece of work which is not part of a regular or extra spread assignment.

## VACATED ASSIGNMENT

- (1) A regular or extra spread assignment which remains unchosen for hold-down by the home base Extra Board for two (2) consecutive postings.
- (2) One (1) or more unfilled Extra Board slots caused by the reduction in the number of Extra Board Operators from the number filling slots during the quarterly bid.



# APPENDIX A

Effective June 27, 2019

SMART Fixed Route	Date of Hire			After Completing Probation			After 1 Year			After 2 Years			After 3 Years			After 4 Years			After 5 Years			After 6 Years		
	Step 1	Step 1 L	Step 1 LL	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L	Step 3 LL	Step 4	Step 4 L	Step 4 LL	Step 5	Step 5 L	Step 5 LL	Step 6	Step 6 L	Step 6 LL	Step 7	Step 7 L	Step 7 LL	Step 8	Step 8 L	Step 8 LL
Class Title																								
Bus Operator	\$ 18.96	\$ 19.91	\$ 20.86	\$ 22.55	\$ 23.68	\$ 24.81	\$ 23.98	\$ 25.18	\$ 26.38	\$ 25.47	\$ 26.74	\$ 28.01	\$ 26.92	\$ 28.27	\$ 29.62	\$ 28.41	\$ 29.83	\$ 31.25	\$ 29.89	\$ 31.38	\$ 32.87	\$ 31.38	\$ 32.95	\$ 34.52

Effective June 25, 2020

SMART Fixed Route	Date of Hire			After Completing Probation			After 1 Year			After 2 Years			After 3 Years			After 4 Years			After 5 Years			After 6 Years		
	Step 1	Step 1 L	Step 1 LL	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L	Step 3 LL	Step 4	Step 4 L	Step 4 LL	Step 5	Step 5 L	Step 5 LL	Step 6	Step 6 L	Step 6 LL	Step 7	Step 7 L	Step 7 LL	Step 8	Step 8 L	Step 8 LL
Class Title																								
Bus Operator	\$ 19.53	\$ 20.51	\$ 21.49	\$ 23.23	\$ 24.39	\$ 25.55	\$ 24.70	\$ 25.94	\$ 27.18	\$ 26.24	\$ 27.55	\$ 28.86	\$ 27.73	\$ 29.12	\$ 30.51	\$ 29.27	\$ 30.73	\$ 32.19	\$ 30.79	\$ 32.33	\$ 33.87	\$ 32.33	\$ 33.95	\$ 35.57

Effective June 24, 2021

SMART Fixed Route	Date of Hire			After Completing Probation			After 1 Year			After 2 Years			After 3 Years			After 4 Years			After 5 Years			After 6 Years		
	Step 1	Step 1 L	Step 1 LL	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L	Step 3 LL	Step 4	Step 4 L	Step 4 LL	Step 5	Step 5 L	Step 5 LL	Step 6	Step 6 L	Step 6 LL	Step 7	Step 7 L	Step 7 LL	Step 8	Step 8 L	Step 8 LL
Class Title																								
Bus Operator	\$ 19.97	\$ 20.97	\$ 21.97	\$ 23.75	\$ 24.94	\$ 26.13	\$ 25.26	\$ 26.52	\$ 27.78	\$ 26.83	\$ 28.17	\$ 29.51	\$ 28.36	\$ 29.78	\$ 31.20	\$ 29.93	\$ 31.43	\$ 32.93	\$ 31.49	\$ 33.06	\$ 34.63	\$ 33.06	\$ 34.71	\$ 36.36

## APPENDIX B

### On-Site Supervisor

METRO and **SMART Local 0023** mutually agree that the term “on-site supervisor” will refer to any District Supervisor, Fire and Police Personnel, person or persons directly affiliated with firms required by their activity to direct traffic. The term will not apply to bus passengers, by-standers or passers-by in the event that any one of these persons attempts to assist in guiding a METRO Operator in a METRO vehicle out of a particular traffic situation.

The parties also agree that the Operator will be required to call Santa Cruz Base Dispatcher and report any traffic situation or condition controlled by an on-site supervisor in which **the Operator** believes damage will result to a METRO vehicle if the directions are followed. This call to Dispatch must be made before the operator proceeds. The exception to this will be when the on-site supervisor is a METRO Supervisor, fire or police personnel.

## **APPENDIX C**

### **Use of Point Operators On Daily Extra Board Assignment List**

The purpose of this Appendix is to clarify the use of operators given point assignments on the daily detail sheet based upon the past practice that has been employed by METRO.

Extra Board Operators assigned full shifts on the daily Extra Board Assignment List, to replace regular operators, shall be considered to be regular operators, shall be considered to be the regular operators and be subject to all items and provisions of the work assignment, including the unpaid meal break.

Point Operators who are assigned a full shift within thirty (30) minutes of the time that they punch in, and which shift commences within thirty (30) minutes of when the Point Operator punches in, shall assume the identity of the regular operator of the shift as described in the above paragraph, including the unpaid meal break. Point Operators who are assigned a full shift after thirty (30) minutes of the time that they punch in, and the shift commences after that thirty (30) minutes of when the Point Operator punches in, shall be paid straight through from initial punch in to final punch out.

This provision shall apply only if the Point Operator is not used in the capacity of a point at any time during the day in which the regular shift assignment occurs. Should the Point Operator perform point duties, either before, or subsequent to the shift provided for in this paragraph, the Point Operator shall be paid straight through from initial punch in to final punch out.

There are also assignments in which a Point Operator may need to work through their meal break. It is mutually agreed that, in this event, there is sufficient time provided in these assignments to accommodate the meal and rest break requirements of the Industrial Wage Commission Order #9.

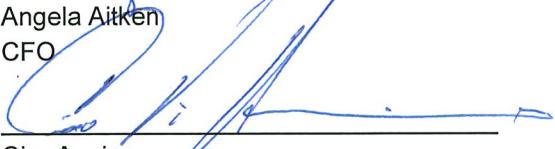
In order to maintain the integrity of the Extra Board, Point Operator positions shall not be part of the overtime assignments. In the case where service deployment requires an exception to this procedure, METRO shall discuss the situation with the Union to reach a mutually acceptable approach.


This Memorandum of Understanding is entered into by the International Association of Sheet Metal, Air, Rail, and Transportation Workers (SMART Local 0023 Fixed Route) and the Santa Cruz Metropolitan Transit District **August 25, 2019**, and is executed on behalf of the parties by the following representatives:

Santa Cruz Metropolitan Transit District

  
\_\_\_\_\_  
Alex Clifford  
CEO/General Manager

  
\_\_\_\_\_  
Angela Aitken  
CFO

  
\_\_\_\_\_  
Ciro Aguirre  
COO

  
\_\_\_\_\_  
Dawn Crummié  
Human Resources Director

Date: 4/14/2020

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


  
\_\_\_\_\_  
James Sandoval  
Chief Negotiator/General Chairperson

  
\_\_\_\_\_  
Brandon Freeman  
Vice Chairperson

  
\_\_\_\_\_  
Rhiannon Axton  
Vice Chairperson

  
\_\_\_\_\_  
Jose Carranco  
Vice Chairperson

  
\_\_\_\_\_  
Eulalio Abrego  
Vice Chairperson

  
\_\_\_\_\_  
Vicki Trent  
Vice Chairperson

  
\_\_\_\_\_  
Nathanael Abrego  
Vice Chairperson

  
\_\_\_\_\_  
Bonnie Morr  
International Labor Representative

Date: 4-10-20

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