

# **LIFT LINE**

**COMMUNITY BRIDGES**  
**PUENTES DE LA COMUNIDAD**



SHEET METAL | AIR | RAIL | TRANSPORTATION

# **SMART**®

**TRANSPORTATION DIVISION**

## **LABOR AGREEMENT**

July 10, 2019 – December 1, 2022

Between

Lift Line, a Program of Community Bridges  
&

Sheet Metal Air Rail Transportation  
Union Local 0023

	PAGE
ARTICLE 1 – RECOGNITION OF BARGINING UNIT	
1.01 Recognition of Bargaining	1
1.02 Employee Defined	
1.03 Non-Discrimination	
1.04 Non-Discrimination in Promotion	
1.05 Union Membership	
1.06 New Employees	2
ARTICLE 2 - PURPOSE OF AGREEMENT	2
2.01 Purpose of Agreement	
ARTICLE 3 - UNION SECURITY/DEDUCTIONS	2
3.01 Agency Shop	
3.02 Notification of Entering and Leaving	3
3.03 Entering or Leaving Military Service	
3.04 Agency to Inform and Refer Employees	
3.05 Payroll Deduction of Dues and Service Fees	
3.06 Authorization for Deductions	4
3.07 Hold Harmless	
ARTICLE 4 - UNION REPRESENTATION	4
4.01 Release Time for Union Representatives	
4.02 Union Business on Agency Property	
ARTICLE 5 - RATES OF PAY	5
5.01 Payment on Minute Basis	
5.02 Rates of Pay	
5.03 Base Wage Rates and Regular Wage Rates	
5.04 Longevity Step	
5.05 Training	
ARTICLE 6 – PROBATION	5
6.01 Length of Probation	
6.02 Probationary Employees on Leave	6
6.03 Benefits for Probationary Employees	
ARTICLE 7 - SENIORITY RULES	6
7.01 Agency Seniority	
7.02 Classification Seniority, Rank and Rights	
7.03 Updating and Posting of Seniority Roster	
7.04 Maintenance and Accrual of Classification Seniority	7
ARTICLE 8 -WORK OUT OF CLASS AND PROMOTIONS	7
8.01 Probationary Period	
8.02 Work Out of Classification	
8.03 Promotion	
8.04 Examinations	
ARTICLE 9 - CLASSIFICATIONS	8
9.01 Availability of Job Classifications	

9.02 Classification Actions	
9.03 Classification Identified	
9.04 Standard Efficiency Established by the Agency	
9.05 Vehicle Operation	
<b>ARTICLE 10 - HEALTH AND WELFARE BENEFITS</b>	<b>8</b>
10.01 Medical Insurance	
10.02 Industrial Injury	9
10.03 Medical Arbitration	
10.04 Dental Insurance	
10.05 Vision Insurance	10
10.06 Survivors' Health Benefits	
10.07 State Disability Insurance	
10.08 Deferred Compensation Plan	
10.09 Long Term Disability Insurance	
10.10 Effective Date of Benefits	
10.11 Employee Benefits	
10.12 Employees on Leave	
10.13 Amount of Contributions	
10.14 Life and Accidental Death & Dismemberment Insurance	
<b>ARTICLE 11 - REDUCTION IN FORCES</b>	<b>11</b>
11.01 Reduction in Forces	
11.02 Laid Off Employee Benefits	
11.03 Call Back	
11.04 Call Back Procedures Meeting	12
11.05 Furlough	
<b>ARTICLE 12 - HOLIDAYS</b>	<b>13</b>
12.01 Holidays Listed	
12.02 Holiday Pay	
12.03 Holiday Conversions	
12.04 Service Reduction on Holidays	14
12.05 No Pyramiding	
<b>ARTICLE 13 – ANNUAL LEAVE</b>	<b>14</b>
13.01 Accruals	
13.02 Scheduling of Annual Leave	15
13.03 Cancellation of Annual Leave	
13.04 Annual Leave Waiting Lists	16
13.05 Annual Leave Planning and Qualifications	
13.06 Illness During Annual Leave	
13.07 Advance Pay on Annual Leave	
<b>ARTICLE 14 – LEAVES OF ABSENCE</b>	<b>17</b>
14.01 General Leaves of Absence	
14.02 Medical Leaves of Absence	18
14.03 Leave on Account of Industrial Injury	
14.04 Parental Leave	
14.05 Bereavement Leave	19
14.06 Military Leave	20
14.07 Jury Duty	
14.08 Leave for Public Office and Labor Union Positions	

14.09 Hospice and Critical Care Leave	
14.10 Intra-Agency Leaves of Absence Out of Classification	21
14.11 Good Standing with the Union	
ARTICLE 15 – SICK LEAVE	21
15.01 Accrual and Use of Sick Leave	
15.02 Notification	
15.03 Absence Policy	22
ARTICLE 16- DISCIPLINE AND DISCHARGE	23
16.01 Grounds for Discipline and Discharge	
16.02 Notice of Intent to Discipline	
16.03 First Level Hearing Procedures and Time Limits	24
16.04 Final Appeal before Arbitration	
16.05 Voluntary Mediation	
16.06 Employee's Rights	25
16.07 Assessment of Suspensions	
16.08 Extensions	26
16.09 Time Limits and Forfeiture	
16.10 Discipline or Discharge of Probationary Employees	
16.11 Exclusionary Rule	
ARTICLE 17 – GRIEVANCES AND CLAIMS	26
17.01 Definition	
17.02 Notification	
17.03 Informal Conferences	
17.04 Appeal to Executive Director	
17.05 Hearing and Voluntary Mediation	27
17.06 Extension of Time Limits	
17.07 Violation of Time Limits	
17.08 Applicability of Article	
17.09 Computing of Time Limits	
17.10 Submission of Payment of Claims	
ARTICLE 18 - APPEAL TO ARBITRATION	27
18.01 Appeal to Arbitration	28
18.02 Time Periods	29
ARTICLE 19 – COURT APPEARANCES	29
19.01 Compensation for Appearance	
19.02 Instructions to Report	
19.03 Traffic Citations	
19.04 Legal Assistance	30
19.05 Legal Support	
ARTICLE 20 – MANAGEMENT RIGHTS	30
20.01 Management	
ARTICLE 21 - CONTINUITY OF SERVICE	30
21.01 Continuity of Service to the Public	
ARTICLE 22 – ASSIGNABILITY	31
22.01 Assignability	

ARTICLE 23 – SEPARABILITY	31
23.01 Separability	
ARTICLE 24 -COLLECTIVE BARGAINNG DURING TERM OF AGREEMENT	31
24.01 Final Agreement Between the Parties	
24.02 Duty to Collectively Bargain in Good Faith on Matters Not Covered	
ARTICLE 25 - EFFECTIVE DATE-DURATION-TERMINATION	31
25.01 Effective Date- Duration – Termination	
ARTICLE 26 – GUARANTEED WORK	32
26.01 Regular Employees	
26.02 Extra Board Employees	
26.03 Part Time Employees	
26.04 Additional Work	
ARTICLE 27- OVERTIME	33
27.01 Overtime Provisions	
27.02 Work on Days Off	
27.03 Calling of Additional Employees	
ARTICLE 28 – SPECIAL PROVISIONS – VEHICLE MECHANICS	34
28.01 Lockers and Other Facilities	
28.02 Safety Equipment	
28.03 Tool Allowance	
ARTICLE 29- PASSENGER SERVICE ASSIGNMENTS	34
29.01 Classification of Assignments	
29.02 Establishment of Passenger Service Work Assignments	
29.03 Preparatory	
29.04 Storage Time	
29.05 Beginning/Ending of Day	
29.06 Description of Work Assignments	
29.07 Establishment and Posting of Recurring Extra Assignments	
29.08 Pay for Infraction of Rest Period	
ARTICLE 30 - CHOICE OF FULL-TIME WORK ASSIGNMENTS	35
30.01 Types of Assignments	
30.02 Bid Posting	
30.03 Sign-Up Procedure	35
30.04 Change in Employee's Work Assignment	36
30.05 Trading Assignments	
30.06 Hardship Cases	
ARTICLE 31 – METHOD OF HANDLING DRIVERS EXTRA BOARD	36
31.01 Definition of Extra Board	
31.02 Posting Assignments	37
31.03 Filling Vacancies	
31.04 Determining Assignments	
31.05 Displacement	
31.06 Run Around	38

31.07 Double Scheduling	
31.08 Point	
ARTICLE 32 - HOLD-DOWNS	38
32.01 Definition of Hold-down	
32.02 Hold-down Posting	
32.03 Hold-down Bidding	
32.04 Duration of Hold-down	
ARTICLE 33 - SPECIAL ASSIGNMENTS	39
33.01 V.I.P. Specials	
33.02 Vehicle Pickups and Deliveries	
ARTICLE 34 - EMPLOYEE SAFETY	39
34.01 Reimbursement in Event of Robbery, Theft or Unprovoked Attack	
34.02 Payment for Time Lost	40
34.03 Payment for Personal Losses Due to Collision	
ARTICLE 35 - OPERATING POLICY	40
35.01 Labor and Management Committee	
35.01 Rest Periods	
35.02 Meal Periods	
35.04 Schedule Adjustments	
35.05 Maintenance of On-Time Performance	
35.06 Equipment Safety	41
ARTICLE 36 - SAFETY AND COLLISION REVIEW	41
36.01 Collision Review Committee	
36.02 Health and Safety Committee	42
36.03 Expedited Appeals for Health and Safety Matters	43
ARTICLE 37 - SPECIAL PAY PROVISIONS	43
37.01 Making of Reports	
37.02 Bilingual Pay	
37.03 Line Instructor	
37.04 Transfer and Qualification	44
37.05 Training and Personnel Meetings	
37.06 Driver's License and Other Certifications	
37.07 Use of Private Automobile	
37.08 Union Orientation	
ARTICLE 38 - MISCELLANEOUS PROVISIONS	44
38.01 Union and Employee's Mail	
38.02 Equipment on Revenue Vehicles	
38.03 Checking Earnings	45
38.05 Personnel Files	
38.06 Printing of Agreement	
38.07 Incoming Calls	
38.08 Time Sheets	
38.09 Sanitary Facilities	
38.10 Records Provided	
38.11 Employee Ready Room	
38.12 Bulletin Boards	46

38.13 Access to Rules	
38.14 Physical Examinations	
38.15 Service Letter	
38.16 Evaluations	
ARTICLE 39 - LIMITATION ON PART- TIME	46
39.01 Limitation on Part-Time	
ARTICLE 40 - CHOICE OF PART-TIME WORK ASSIGNMENTS	47
40.01 Work Assignments	
40.02 Time and Pay Requirements	
ARTICLE 41- PART-TIME EMPLOYEES BENEFITS	47
41.01 Medical Insurance	
41.02 Other Benefits	
41.03 Sick Leave and Annual Leave	
41.04 Leaves of Absence	
ARTICLE – 42- CHANGE OF CLASSIFICATION	47
42.01 Change of Classification	





ARTICLE 1  
RECOGNITION OF BARGAINING UNIT

1.01 Recognition of Bargaining Unit

This Agreement is entered into by the employee organization of the bargaining unit, affiliated as Local 23 of Sheet Metal Air Rail Transportation Union, hereinafter referred to as "the Union", and Community Bridges, Inc., formerly known as Food and Nutrition Services, Inc., subsidiaries and divisions (commonly referred to as Consolidated Transportation Services Agency or Lift Line), hereinafter referred to as "the Agency". The Agency has certified the Union as the exclusive recognized employee organization of the bargaining unit, consisting of all employees of the transportation division as identified in Article 9.03. The Agency recognizes the Union as the exclusive representative for the purpose of bargaining collectively with respect to wages, hours, working conditions and other conditions of employment for all employees of the Agency within the bargaining unit defined in this Agreement.

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

1.02 Employee Defined

- A. The term "employee" wherever used herein, whether singular or plural, means and applies only to those employees of the Agency included within this bargaining unit as identified in Article 9.03, and that this Agreement covers only these employees.
- B. The term "Employee", wherever used herein in reference to employees covered by this Agreement, shall mean "employee" as defined in 1.02A above.
- C. Words appearing in the female gender include the male gender and words appearing in the male gender shall include the female gender.

1.03 Non-Discrimination

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

1.04 Non-Discrimination in Promotion

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

1.05 Union Membership

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

1.06 New Employees

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

as the bargaining agent for those classifications of Agency employees whose functions or duties are similar to those of any position represented under this Agreement.

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

In the event that there is a dispute as to whether the duties being performed by these employees are or will be similar to the functions or duties presently being performed by Van Drivers or other represented positions, that dispute shall be resolved in accordance with Agency rules, ordinances and applicable State laws and regulations and these Agency 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 the Agency to provide, and upon the employees of the Agency to render, honest and efficient service, is recognized. A spirit of cooperation between the employees, the Union, and the Agency is essential to efficient operations, and all parties should so conduct themselves as to promote this spirit. The responsibility for success rests equally with the Agency, the Union, and the employees. In this spirit, the Agency and the Union are entering into an Agreement which will:

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

## ARTICLE 3 UNION SECURITY/DEDUCTIONS

### 3.01 Agency Shop

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

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

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

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

The employee's payment is by payroll deduction authorization, the Organizational Service Fee payment shall be deducted by the Agency and paid to the Union in the same manner and time as the payments are

deducted and paid by the Agency to the Union in the case of persons becoming and remaining Union members.

- C. Notwithstanding paragraphs A and B, any employee who demonstrates in a manner satisfactory to the Union that she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall be excused from joining the Union or paying the Organizational Service Fee to the Union. Any dispute between the Union and an employee on the interpretation of this section, including whether an employee meets the eligibility requirements for the Religious Exemption from paying dues or service fees, shall at the request of the Union or the affected employee, be decided by the final and binding arbitration under the rules of the American Arbitration Association. The employee and the Union shall each bear one half of the cost of the arbitration, including the fee of the American Arbitration Association and the arbitrator. The cost of a certified transcript of the proceedings shall be paid by the party requesting the transcription service. The Agency will not protest or interfere with any final and binding decision under this section.
- D. In the event an employee fails to make payments as required in this Article, the Union may give written notice of the failure to pay to the Agency and to the affected employee setting forth the dates and amounts due the Union, any amounts paid by the employee, and enclosing a copy of this Article. In the event the notice is given, the Agency shall provide the employee and the Union with a Notice of Intent to Discharge. After the response deadline set in the Notice of Intent to Discharge, the Union may request in writing that the employee's employment be terminated. Upon receipt of the request, the Agency shall discharge the affected employee within five (5) working days of receipt of the request.
- E. Employees designated by the Agency as management shall be excluded from the provisions of this Section.
- F. The Union shall charge a service fee equivalent to Union dues applicable to the classification covered. G. It is the intent of the parties that the Organizational Service Fee may be applied to all expenditures in furtherance of activities, which relate to the Union's representational duties and obligations toward employees represented by the Union.

### 3.02 Notification of Entering and Leaving

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

### 3.03 Entering or Leaving Military Service

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

### 3.04 Agency to Inform and Refer Employees

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

### 3.05 Payroll Deduction of Dues and Service Fees

- A. The Agency will, each month, deduct from wages due all sums for periodic Union dues and/or service fees, initiation fees and assessments (not including fines and penalties) payable to the Union by employees of the Agency performing service within the scope of this Agreement. The monies shall be remitted to the Union.
- B. The designated officers or representatives of the Union shall submit to the Agency at least ten (10) days before the end of the payroll period, designated by the Agency as the period in which deductions will be made, a deduction list showing necessary detail and on a form as approved by the Agency.
- C. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after all other required deductions, are less than the amount of dues to be deducted.

- D. Errors in the deduction list shall be corrected by the Union by adjustment included in the subsequent deduction list furnished by the Union to the Agency. All questions regarding the deduction list will be handled directly with the Union by the employees. The Union's treasurer shall be authorized, after having submitted the original payroll deduction authorization, to modify deductions for changes including but not limited to dues, assessments, insurance, and the Transportation Political Education League.

### 3.06 Authorization for Deductions

- A. For each employee from whom deductions referred to in Section 3.05 above are to be made, the Union will furnish to the Agency the employee's authorization to make the deductions, the authorization being directed to the Agency. The authorization shall be furnished to the Agency prior to the time the affected employee's name first appears on the deduction list referred to in Section 3.05B of this Article.
- B. In order to be effective for a particular month, an individual deduction authorization, or revocation thereof, must be in the actual possession of the Agency not later than the date established for the receipt of the regular monthly deduction list for that particular month. The Agency shall have the right to refuse to accept or act upon any authorization or revocation which is illegible or which is not fully or properly executed, or which fails to adequately identify the employee involved. The Agency shall not be responsible for failure to terminate a deduction for which it does not receive a revocation of deduction authorization on or prior to the tenth day after ratification of this Agreement.

### 3.07 Hold Harmless

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

## ARTICLE 4 UNION REPRESENTATION

### 4.01 Release Time for Union Representatives

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

- A. One (1) Union Officer or Committee members per day will be allowed release time from duty without loss of compensation for meeting and/or negotiating with the Agency on matters within the scope of representation, or for attending standing joint Labor/Management committee meetings. Base Representative(s) and the Chairperson (or designee) will be released from duty without loss of compensation for time spent at Agency Board of Directors meetings.
- B. Upon request by the Union one (1) Union Representatives will be allowed release time without loss of compensation for other Union purposes not subject to the time lines prescribed in the previous paragraph. The Agency will bill the Union (called Bill Back) for each of these requests. The Union will reimburse the Agency monthly for the charges. Reimbursement shall include but not be limited to wages paid, and employer contributions to retirement plans, State Disability Insurance, State Unemployment Insurance and any other mandatory payroll taxes. It is understood that that employees released from work under this paragraph shall not be considered under the course and scope of the Agency employment for the purpose of Workers Compensation and other liabilities.

### 4.02 Union Business on Agency Property

- A. The Agency 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 the Agency, but at no time shall delay the scheduled work assignments of any employee.
- B. The Agency shall provide workspace, including a locked cabinet to the Union and allow the Union to install its own telephone system. The current office space will continue until such time as CTSA ceases paying rent for the office. The Union shall be responsible for the installation, maintenance and billing charges for that

system. The Agency shall provide the Union with an account number so that they may use the copy machine in the copy room. The Union will be billed at the same rate for copies that the CTSA is billed by Administration.

- C. The Agency shall schedule one Union designated Base Representative per day at her 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 Representatives shall be available for service in their regular job classification.
- D. The Union Base Representative shall work from 8:00 A.M. to 4:00 P.M. Any changes to these general hours shall be mutually agreed upon by the Union and the Agency in advance. 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 am of the day prior to the time requested, indicating scheduled Union or Agency meetings.
- E. 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 and/or collision or other investigations or as authorized by the Area Manager.

## ARTICLE 5 RATES OF PAY

### 5.01 Payment on Minute Basis

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

### 5.02 Rates of Pay

Pay rates for represented classes are shown in Appendix A. (New Matrix)

### 5.03 Base Wage Rates and Regular Wage Rates

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

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

### 5.04 Longevity Step

An employee shall be paid a longevity step increase of three and one-half per cent (3.5%) upon attaining ten (10) years Agency seniority.

### 5.05 Training

An employee hired as a Trainee shall remain within the Trainee classification for a maximum of eight (8) weeks. - Once an employee has successfully completed the probationary period, her rate of pay shall be based upon length of service from her initial date of hire.

## ARTICLE 6 PROBATION

### 6.01 Length of Probation

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

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

### 6.02 Probationary Employees on Leave

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

### 6.03 Benefits for Probationary Employees

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

## ARTICLE 7 SENIORITY RULES

### 7.01 Agency Seniority

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

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

### 7.02 Classification Seniority, Rank and Rights

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

- A. Classification seniority shall commence upon her date of hire by the Agency for that classification.
- B. All questions of seniority shall be determined by the Union. When two or more employees are hired on the same date, they shall draw numbers in a lottery to determine their positions on the seniority roster. The lottery shall be conducted by the Union. The Union will inform the Agency of its determinations of seniority ranking. The Agency shall prepare a list of all employees with their seniority ranking and submit the list to the Union once annually.
- C. Classification seniority governs the choice of work assignments, days off, overtime and selection of annual leave, 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 annually. The roster shall include the employee's rank by classification seniority, date of hire, and accumulated days of Classification and Agency seniority.
- B. The seniority roster will be posted by the Agency and will be subject to protest for a period of fourteen (14) calendar days from the date of posting. Upon presentation of proof of error by an employee or the Union within the fourteen (14) day period, the error will be corrected if the error is substantiated by the Union. If no protest is made by an employee or the Union within the protest period, the roster will be considered correct and will not be subject to further protest, except for typographical errors. No change in the seniority rosters will thereafter be made, except by agreement between the Agency and the Union.
- C. No change in employee seniority accrued and adjusted prior to July 1, 2001 shall be made to the roster after July 15, 2001.

### 7.04 Maintenance and Accrual of Classification Seniority

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

- A. An employee shall maintain and accrue classification seniority for twelve (12) months. After twelve (12) months from date of layoff or absence, seniority shall be maintained but not accrued. An employee who returns from layoff or any leave for a period of less than thirty-one calendar days and then resumes leave shall not be considered as having returned from leave for the purposes of computing seniority.
- B. Military Leave of Absence:  
An employee on Military Leave of Absence as defined in Article 14.06 shall not be disadvantaged in respect to seniority.

ARTICLE 8  
WORK OUT OF CLASS AND PROMOTIONS

8.01 Probationary Period

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

8.02 Work Out of Classification

- A. The term "work out of classification" is defined as a management authorized assignment to a budgeted position on a temporary basis. Each of these assignments must be made and authorized in writing by management and shall consist of full shifts.
- B. When working out of classification, the employee shall be placed in the lowest pay step which does not disadvantage her. Pay for work out of classification shall be effective the first working day in the higher classification. Upon completion of one thousand forty (1,040) regular hours worked in an "out of classification" assignment, the employee shall be placed on the next pay step.
- C. All work out of classification assignments are temporary. Work out of classification to fill temporarily vacant Operations Assistant permanent positions shall be assigned on a rotational basis among all volunteers qualified to do the work. The Division Director shall determine qualifications for the assignment. No employee may work out of classification to fill a temporarily vacant permanent position for more than six (6) months. After serving in the temporary assignment for 90 days, the Division Director or her designee shall prepare a written personnel evaluation. If the evaluation is unsatisfactory, the employee shall be removed from the temporary work-out-of-classification assignment and her name shall be deleted from the eligibility list. Once an employee has six (6) months in the out of class assignment, that employee shall be moved to the bottom of the list and the next qualified volunteer shall be assigned.

8.03 Promotion

If an employee is promoted to the higher classification in which the employee has worked out of classification, the employee shall have all hours of work out of classification credited to the classification to which promoted for purposes of step advancement. The hours shall also be credited toward the probationary period in the new classification.

8.04 Examinations

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

ARTICLE 9  
CLASSIFICATIONS

### 9.01 Availability of Job Classifications

A manual of all current job classifications shall be available at the Agency's Personnel Office for review by employees and Union representatives. An employee may obtain a copy of any job classification from the personnel manager's office.

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

### 9.02 Classification Actions

When the Union believes that an employee has been regularly assigned duties which do not reasonably relate to the classification to which the employee is assigned, the Union may request, and the Agency shall grant, an opportunity to meet and confer with the parties involved regarding such assignment.

### 9.03 Classifications Identified

Classifications covered by this Agreement are:

- Dispatcher, including, but not limited to: Lead, regular, relief, and assistant positions.
- Scheduler, including but not limited to: regular, relief, Elderday, and assistant positions.
- Vehicle mechanic, Lead, III, II and I
- Paratransit Vehicle Operators, including, but not limited to: Non-Emergency Medical Transport, Van Driver III, II, I, Assistant Driver Trainer
- Operations Assistant
- Client Relations
- Office Assistants III, II and I

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

### 9.04 Standard of Efficiency Established by the Agency

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

### 9.05 Vehicle Operation

It is the business of the Agency, through the CTSA, to provide specialized transportation for seniors, people of limited means and people living with disabilities and the Agency needs to do so in the context of federal and state laws and its contractual obligations. Having a stable work force is in the interest of the Union and the Agency.

Agency employees not covered by this Agreement shall only drive agency equipment when regularly scheduled staff are not available.

## ARTICLE 10 HEALTH AND WELFARE BENEFITS

### 10.01 Medical Insurance

A. Every employee and their dependents are eligible for medical coverage equal to the highest level of coverage available to anyone employed by the Agency, with monthly premiums paid by the Agency minus \$100.00 dollar employee contribution.

B. An employee who declines participation in the Agency's medical insurance program and produces satisfactory evidence of other medical insurance coverage shall be paid \$200 for each month eligible. An employee selecting this option may enroll in The Agency's medical insurance program during the open



enrollment period. No payments will be made to employees who decline dependent care coverage unless such a payment is available to all other Agency employees outside the bargaining unit.

C. The health plans in effect for all Agency employees will be applicable to the Union unit employees. Employees with dependents eligible for the Healthy Families program shall first apply for health coverage through that program. Children not eligible for Healthy Families shall be covered by the Agency plan. Prior to making any health plan or provider network change the Agency agrees to provide the Union fifteen (15) days written notice and the opportunity to discuss the change.

#### 10.02 Industrial Injury

- A. Classifications within the representation unit shall be covered by Workers' Compensation Insurance to be provided by the Agency.
- B. The employee may apply accumulated Annual Leave and Sick Leave in order to supplement Workers' Compensation benefits. Total compensation shall be equivalent to eight (8) hours pay per day at the employee's base wage rate.
- C. In cases where an employee is injured while engaged in the performance of duties and is hospitalized, the Agency shall supplement Workers' Compensation payments so that the Employee received her regular work assignment pay until released from the hospital, not to exceed 90 days.
- D. An employee may be required to visit Agency doctors for examination and treatment of industrial injuries within the first thirty (30) days following report of the injury except that an employee who has previously filed with the Agency the name of a qualified medical physician for this purpose may be examined and treated by that physician for the period she was unable to work because of the injury.
- E. An employee who has been injured on the job and who has returned to work and who is required to take mandatory medical examinations for her industrial injury shall be paid temporary disability if provided under workers compensation law.
- F. If an employee is physically injured while on duty as a result of robbery, or as a result of an unprovoked attack by another person which is reported to the Agency and the injury results in a loss of time, she shall be paid for the balance of her daily assignment, or in the case of an Extra Board employee, she shall be guaranteed the hours of the assignment of the day on which the injury occurred.

#### 10.03 Medical Arbitration

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

If there is a difference of opinion between the two physicians, a third physician will be selected to adjudicate the disagreement, with the majority decision prevailing. The arbitrating physician shall be selected jointly by the Agency and the Union from a list of five (5) physicians furnished by the County Medical or Chiropractic Societies. The Agency 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 the Agency and the Union.

#### 10.04 Dental Insurance

An employee shall be entitled to dental insurance coverage with monthly premiums paid by the Agency. Union employees shall be covered under the same plan that covers all Agency employees. Prior to making any plan or provider network change the Agency agrees to provide Union fifteen (15) days written notice and the opportunity to discuss the change.

#### 10.05 Vision Insurance

An employee shall be covered by a vision insurance policy with the premiums to be paid by the Agency. Union employees shall be covered under the same plan that covers all Agency employees. Prior to making any plan or provider network change the Agency agrees to provide Union fifteen (15) days written notice and the opportunity to discuss the change.

10.06 Survivors' Health Benefits

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

10.07 State Disability Insurance

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

10.08 Deferred Compensation Plan

The Agency shall make available a deferred compensation plan. An employee that has been employed for a minimum of twelve months and has worked in excess of 1,040 hours may choose a deferred compensation plan of her choice consistent with deferred compensation regulations.

10.09 Long Term Disability Insurance

The Agency will provide Long Term Disability Plan to Union employees at such time that the Agency provides such a benefit to all other Agency employees.

10.10 Effective Date of Benefits

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

10.11 Employee Benefits

- A. The Agency shall obtain policies or provide coverage, which it is required to provide in this Article, which are applicable to all eligible members of the representation unit covered by this Agreement.
- B. An employee may choose to cover her principal domestic partner as a dependent under the benefits program. For the purposes of this Article, principal domestic partner is defined by California State Law.

10.12 Employees on Leave

An employee on unpaid General Leave of Absence and Military Leave of Absence is required to pay medical, life, dental, and vision insurance premiums beginning the first of the month following the month in which the Leave began in order to continue Agency insurance benefits.

10.13 Amount of Contributions

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

10.14 Life and Accidental Death & Dismemberment Insurance

The Agency shall provide this unit the same Life and ADD (accidental death + dismemberment) policy, if any, that is provided to other Agency employees.

11.01 Reduction in Forces

- A. In the event that the Agency anticipates a need for a reduction in forces of permanent employees, the Agency shall notify the Union as soon as reasonably possible in no event less than two (2) weeks in advance of the proposed layoff so that the parties may discuss the situation of the Agency and develop procedures for implementation of reduction in forces if necessary. The Union and the Agency shall complete their discussions within two weeks of original notification.

An employee shall be mailed the layoff notice by certified mail and at least fourteen (14) calendar days prior to the date of layoff. The date of notification shall be the date of delivery on the certified letter receipt or the date the Postal Service first attempted but failed to deliver the letter. An employee not given at least fourteen (14) days' notice of layoff shall be given a day's pay for each day less than fourteen (14) days up to a maximum of fourteen (14) 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. Call for volunteers, in order of classification seniority, for Agency offers of reduction of hours or job sharing, and may include partial payment of unemployment insurance agreed to by the Agency and allowed under State law.
  - 3. Temporary employees in inverse order of classification seniority.
  - 4. Limited term employees in inverse order of classification seniority.
  - 5. Probationary employees in inverse order of classification seniority.
  - 6. Part-time employees in inverse order of classification seniority.
  - 7. Full time employees in inverse order of classification seniority.In the event of a tie, the original position in the seniority lottery will be used. A laid off employee shall be given a severance payment of forty (40) hours at the base wage rate.
- C. An employee facing layoff from their current position having previous classification seniority in another class may displace an employee with lesser Agency seniority. The replacing employee must be qualified for that position, subject to retraining.

11.02 Laid Off Employee Benefits

- A. An employee on layoff as a result of a reduction in forces shall have her medical, dental and vision insurance premiums continued, at no additional cost to the employee, for a period of thirty (30) calendar days from the date of layoff.
- B. A laid off employee shall be paid at the base wage rate for all of her Annual Leave. This benefit will be paid within two (2) weeks of separation. An employee having her name placed in the top five places of the call back list shall have the option of having her Annual Leave retained by the Agency for up to one year from the date of layoff in lieu of being paid when laid off.

11.03 Call Back

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

For purposes of call back, an employee shall first be called back by order of classification seniority and which shall also include an employee on the Furlough list having a current request to return letter on file. Employees having been placed on furlough status due to the expiration of an industrial injury leave after eighteen (18) months off work shall be called back first after notification to the Agency that they have been

medically released to return to work. An employee with classification seniority will have the right of first refusal for any vacancies within their classification. An employee may decline to accept the first or subsequent offers of reemployment with the Agency, so long as there is an employee with less classification seniority remaining on the call back list. Failure to accept an offer of re-employment when least senior on the call back list shall cause the name of the employee to be dropped from the call back list. Notification of the opportunity to return to active employment with the Agency shall be by certified mail, return receipt requested, to the last known address.

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

A laid off employee must notify the Agency of intent to return no later than seven (7) days from the delivery date, as indicated on the certified mail receipt, of the Agency's reinstatement offer. Failure on the part of the employee to respond in person or by certified mail, return receipt requested, within seven (7) days shall cause the name of the employee to be dropped from the call back list. An employee accepting reinstatement must report to work within fourteen (14) days after notifying the Agency of intent to return. B. The Agency shall provide the Union with a list of former employees who are on the call back list and indicate which persons have been contacted to return to work and whether they accepted or passed back the offer of work or failed to respond within seven (7) days.

#### 11.04 Call Back Procedures Meeting

The Agency and the Union agree to meet and discuss call back procedures, which may include the following:

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

#### 11.05 Furlough

An employee who desires to leave her position retains the opportunity to return to employment as the Agency's personnel needs allow.

- A. An employee who wishes to take advantage of furlough shall give written notice to the Agency 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. The Agency will notify the employee of the status of her request no later than seven (7) calendar days after the application is received. If the needs of the Agency dictate, the Agency 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.
- B. An employee who wishes to resume service must mail a letter of intent to return by certified mail to the Agency's Personnel Department. The letter will include the date on which the employee will first be available for reemployment and an address and phone number where the employee may be reached. The date an employee provides as first becoming available for service shall not be more than twelve (12) months from the date the employee began the furlough. An employee failing to present the letter of intent to the Agency and the Union within this twelve month period shall be considered to have resigned effective the date the furlough began. An exception to this twelve (12) month deadline will be made in the case of an employee in furlough status due to an industrial injury, for which the time limit shall be 60 months.
- C. An employee having submitted a letter of intent to return shall be first recalled to service before any new hire, subject to the needs of service of the Agency. Once an employee has given the letter of intent to return to service, the employee must accept the first offer of return or she will be considered to have resigned. The Agency shall notify the employee by certified mail with a copy to the Union. If the employee is unavailable to return to work on the date specified in The Agency's notice of recall, the employee must notify the Agency within five (5) calendar days of the date the recall notice was received, whereupon the Agency may arrange with the employee a return date that is within seven (7) calendar days of the originally specified return date. The Agency 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: They will be celebrated on the date the Agency celebrates them.
- New Year's Day
  - Martin Luther King, Jr. Day
  - President's Day
  - Cesar Chavez Birthday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day
  - Christmas Day
- B. In the event that one of the holidays falls on a Saturday or Sunday the Agency will have the option of observing the holidays on Friday or Monday.
- C. Holiday pay for part-time employees will be paid pro rata to their scheduled hours.

12.02 Holiday Pay

- A. Holiday pay shall be as follows: Each full time employee shall be paid eight (8) hours at her base wage rate for the holidays listed in Article 12.01. Each part time employee shall be paid four (4) hours at her base wage rate for the holidays listed in Article 12.0 A Holiday pay shall not be paid if the employee was scheduled to work and did not work.
- B. An employee who performs actual work on the holidays listed in Article 12.01 A, shall be paid at one and one half (1 1/2) times her regular wage rate. The employee is guaranteed a minimum equal to twelve (12) hours at her regular wage rate. The eight (8) hour pay shall not be paid if the employee was scheduled to work and did not work.
- If the Agency requires an employee to perform service on Thanksgiving, Christmas or New Year's Day the employee shall receive twelve (12) hours holiday pay in addition to one and one halftimes (1 1/2) her regular wage rate for all time worked.
- C. Any employee working on the holidays in Article 12.01 A, who is relieved before completion of the day at her own request, or who is absent from duty and unavailable for service for part of the day, shall receive pay for only the portion of the day worked, at one and one half (1 1/2) times her regular wage rate for the service performed in addition to her holiday pay.
- D. An employee on Sick/Medical Leave status or absent on unpaid status (including industrial injury leave) on her regularly scheduled work day before, day of, or day after a holiday shall not qualify for holiday pay. An exception to qualifying for holiday pay shall be payment for time lost for a traumatic injury as defined in Article 34.02 (B). An employee who commences working her shift, and subsequently requests and is granted unpaid time off for any part of her shift (known as waives eight), will qualify for holiday pay, so long as she would otherwise qualify.

12.03 Holiday Conversions

- A. If a holiday specified in this Agreement falls within an employee's Annual Leave period, or falls on any other of the employee's non-work days, the employee shall be compensated for the holiday by one of the following methods:
1. Eight (8) hours at her base wage rate (holiday pay) for a full time employee
  2. Eight hours added to her Annual Leave accruals for a full time employee
  3. Part-time employees will be paid pro rata to their scheduled hours
- B. An employee may choose to convert any holiday specified in this Agreement to Annual Leave at full value.
- C. An employee must make the request to convert a holiday to Annual Leave in writing by 10:00 am 5 working days prior to the holiday.

12.04 Service Reduction on Holidays

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

12.05 No Pyramiding

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

ARTICLE 13  
ANNUAL LEAVE

13.01 Accruals

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

Agency Seniority	Hourly Accrual Rate	Approximate Days a year
Through 2 years	0.0635	16.5
2 through 3 years	0.0731	19
3 through 5 years	0.0846	22
5 through 9 years	0.0962	25
9 and above	0.1115	29

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

13.02 Scheduling of Annual Leave

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

- A. The Annual Leave Calendar containing designated Annual Leave spaces shall be as follows:  
January-June Bid (WD)  
1 Drivers, 1 each non driver classification  
July - December Bid (WD)  
1 Drivers, 1 each non driver classification

At any time that 10 more drivers are added to the bargaining unit from the current 15 drivers, the parties agree to reopen this section to discuss increasing the number of drivers that can be out on annual leave.

- B. Bidding for Annual Leave will be done in writing every six (6) months. Each employee will deposit her Annual Leave proxy with a bidding representative prior to 5:00 P.M. on her appointed day. Posting of Annual Leave during bidding shall be in order of seniority, beginning with the most senior employee. Employees' choices will be posted to the Annual Leave Calendar at the beginning of the day following the day they are received. An updated Annual Leave Calendar will be made available at 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 semi-annual 365 day period.
- C. The Annual Leave Calendar for the following semi-annual six month period will remain open to all employees on a first come, first served basis, regardless of an employee's classification seniority. All requests must be submitted by the employee by 10:00 A.M. five (5) days in advance. Signing on Annual Leave for days that are left open on a first come, first served basis shall be handled as follows: An employee shall fill out a "Request for Time Off" form indicating the date(s) on the calendar that she wishes. This form shall be turned in to the Area Manager and a copy returned to the employee making the request. The Area Manager shall respond in writing to the employee by 12:00 noon of the second regular workday (Saturdays, Sundays, holidays excluded) following the date the request was submitted. No later than each Tuesday, the Agency 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 semi-annual sign-up.

### 13.03 Cancellation of Annual Leave

- A. An employee will not be required to take Annual Leave on the dates for which she has signed up, but those dates will be set aside (guaranteed) for her time off. An employee whose work has been posted for hold-down who then decides not to utilize her guaranteed time off must notify the Area Manager at least thirteen (13) days prior to the date her Annual Leave begins. All other employees must give five (5) days' notice. Failure to do so will result in the employee being required to take her Annual Leave as scheduled.
- B. Any changes requested by an employee to the Annual Leave Calendar will be submitted in writing on the appropriate form and shall be effected by the Area Manager.
- C. An employee who wishes to cancel Annual Leave that has been assigned as a hold-down may do so subject to the following conditions:
  - 1. She must submit a written request to the Area Manager.
  - 2. She shall work the Extra Board for the time canceled and shall not be eligible for hold-downs during that period.
  - 3. She shall maintain her regular days off;
  - 4. She may exercise her seniority for order of assignment as outlined in Article 31.05A.
- D. An employee who is not qualified to bid or who loses her bid under the provisions of Article 30.03C shall have all her previously signed up annual leave days canceled for that bid period. This shall in no way impair the ability of employees unable to bid because of medical reasons from requesting supplemental pay from their annual leave balances.

### 13.04 Annual Leave Waiting Lists

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

Sign-up on the waiting list will be handled in the same manner as sign up for guaranteed spaces on the Annual Leave Calendar; that is, in order of seniority during the semi-annual sign-up and first come, first served after

the semi-annual sign-up is completed. In the event that spaces become available on the Annual Leave Calendar, employees whose names are on the waiting list will be contacted in the order that their names appear to confirm their Annual Leave sign-up for that day.

#### 13.05 Annual Leave Planning and Qualifications

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

- A. The employee must have adequate accrued Annual Leave to be eligible for that leave. This shall include all Annual Leave time accrued through the end of that Annual Leave. Advance Sick Leave conversion and/or holiday conversion cannot be utilized until actually earned and credited to the employee's Annual Leave balance.
- B. The Agency shall be responsible for keeping accurate records for qualification for Annual Leave. An employee with insufficient accruals of Annual Leave time will be contacted by the Area Manager prior to the thirteen (13) or five (5) day cancellation deadline and given the opportunity to cancel the time she is not qualified to take on a day by day basis. An employee who does not cancel her Annual Leave will have any necessary adjustments to signed on Annual Leave time made by the Area Manager.
- C. Annual Leave Bidding:  
An Annual Leave bid proxy shall be submitted by each employee by 5:00 P.M. of the day the employee is scheduled to bid for annual leave. In the event an employee fails to submit her Annual Leave proxy by the 5:00 P.M. deadline, but does submit her Annual Leave proxy, time stamped no later than 8:00 A.M. of the next day, the affected employee's seniority number for choice of Annual Leave shall fall to the bottom of the bid list for her bidding day. The seniority lost by that placement shall determine the employee's eligibility for Annual Leave as noted on her proxy.

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

#### 13.06 Illness During Annual Leave

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

#### 13.07 Advance Pay on Annual Leave

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

### ARTICLE 14 LEAVES OF ABSENCE

#### 14.01 General Leaves of Absence

##### A. Eligibility for General Leaves:

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

##### B. Application for General Leaves:

In the first week of May and in the first week of November, the Agency 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 semi-annual bid cycle (concurrent with annual leave sign up) up to Twenty-four (24) months in advance of the consideration date. At each semi-annual review of applications on hand, classification seniority shall be the basis for determining the granting of leaves. During this time,



an employee may not apply for more than one continuous leave per calendar year nor for more than six (6) months total in any twenty-four (24) month period. In the event that months become available due to cancelations, an employee may sign up for these months without regard to other General Leave time for which she may have signed up. An employee may apply the balance of her annual leave accruals to her General Leave of Absence provided the accruals are used consecutively and at the beginning of the leave. However, the employees shall not occupy positions on the Annual Leave Calendar.

C. Waiting List and Cancellation:

A waiting list shall be maintained of applications submitted for semiannual 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 employee may sign up for full months of Leaves of Absence on a first-come, first served basis up to six (6) months in advance. These sign-ups shall be completed at least seven (7) days in advance of the beginning of the month desired. An employee who chooses to cancel a leave request must do so at least two (2) months prior to the months being canceled. An employee finding it necessary to take exception to the time lines within this Article must direct appeals to the Area Manager. The Agency must notify an employee on the waiting list if a space becomes available due to cancellation. The space shall be made available to the first employee on the waiting list. The employee shall be notified within ten (10) working days of the cancellation.

D. Benefit Coverage:

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

E. Authorized Number of Employees on Leave:

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

Jan	Feb	Mar	Apr	May	Jun	
1	1	1	1	1	1	Driver
1	1	1	1	1	1	Non-Driver
Jul	Aug	Sept	Oct	Nov	Dec	
1	1	1	1	1	1	Driver
1	1	1	1	1	1	Non-Driver

One additional employee may be permitted off each month under this provision, at the discretion of the Operation's Manager.

F. Advance Pay for General Leave:

An employee may be paid in advance from her Annual Leave accruals for her scheduled General Leave of Absence in the last paycheck received prior to the beginning of General Leave of Absence, provided she makes a written request before the closing of payroll for that paycheck.

G. Failure to Return to Work:

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

14.02 Medical Leaves of Absence

A. An employee absent because of illness, except workers' compensation injuries, shall be considered to be on Medical Leave of Absence after one continuous absence of more than seven (7) calendar days. The leave shall be limited to a period of six (6) months beginning with the first day of continuous absence. An employee shall present a physician's certificate of medical conditions within thirty (30) days of the first

continuous day of absence and every thirty (30) days thereafter. An employee may present the certificate by certified mail.

- B. An employee on medical leave unable to return to work and perform the duties of an employee within the six (6) month maximum leave period will be placed on Furlough status.
- C. An employee who desires to return from Medical Leave will present a physician's release stating a return-to-work date. Should an employee returning from a leave require retraining she will be returned to service within seven (7) calendar days from receipt of the written release.
- D. An employee who is on Medical Leave of Absence on account of illness and who accepts regular, outside gainful employment, shall not be terminated unless at the time she performs the outside employment she is physically able to perform her duties as an employee on a regular, full-time basis. The employee will notify the Agency and the Union of the employment. An employee who is on Medical Leave of Absence because of physical restrictions, and who is receiving benefits under any State law which requires her to accept gainful employment to be eligible for these benefits, shall not have her services terminated. Provided that they immediately informs the Agency and the Union of the employment and its duration.
- E. The Agency shall respond in writing within five (5) working days to all requests for extensions with copies of said response given to the employee and the Union.
- F. The employee may apply accumulated Sick or Annual Leave in order to cover absences due to illness or injury or to supplement State Disability Insurance benefits. Total compensation shall not exceed eight (8) hours pay per day at the employee's base wage rate.

14.03 Leave on Account of Industrial Injury

An employee on leave due to industrial injury has the right to receive compensation pursuant to State Workers' Compensation Law and Article 10.04. An employee shall continue to accrue Agency and Classification seniority for twelve (12) months. Follows labor law and benefits are paid by the employer under FMLA regulations. The employee will be returned to service within seven (7) calendar days from receipt of the written release and final clearances from industrial injury. An employee on industrial injury leave and unable to return to work and perform her duties within eighteen months shall be placed on Furlough status. An employee placed on Industrial Injury Furlough status shall have recall rights before non-medical recalls when they are medically released to return to work. The two year return to work notification requirement shall be waived in accordance with Article 11.05 C.

14.04 Parental Leave

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

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

A. Authorized Number of Employees on Parental Leave

Jan	Feb	Mar	Apr	May	Jun	
1	1	1	1	1	1	Entire membership
Jul	Aug	se	Oct	Nov	Dec	
1	1	1	1	1	1	Entire membership

One additional employee may be permitted off each month under this provision, at the discretion of the Operation's Manager.

B. Notification of Leave:

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

C. Notification of Return to Work:

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

D. Use of Annual Leave and Sick Leave Accruals:

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

1. Request for Payment:

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

2. Request for Singular Days of Parental Leave:

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

#### 14.05 Bereavement Leave

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

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

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

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

#### 14.06 Military Leave

An employee who is inducted into the armed forces of the United States, or who volunteers for service during a national emergency shall, upon completion of the service, be reinstated to her former position with no loss of seniority, status, and base wage rate, provided that she shall have been discharged from the military service and she is still mentally and physically qualified to perform the duties of the position. Reemployment will begin no later than ninety (90) days subsequent to discharge. If hospitalization after the discharge continues for

a period of not more than one (1) year, reemployment shall begin no later than ninety (90) days after the date hospitalization ends.

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

#### 14.07 Jury Duty

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

- A. Upon remitting fees (less travel allowances) to the Agency, which the employee receives, she will receive her base wage rate for her regularly scheduled workweek.
- B. Days lost because of jury service will be considered time worked for purposes of accrual of Annual Leave, Sick Leave, benefits and all other purposes.
- C. At the employer's request, adequate proof must be presented of time served on jury duty.
- D. No employee shall be entitled to compensation for service on the Grand Jury.
- E. If necessary due to extended trials, the Agency and the affected employee shall arrange a schedule which guarantees the employee two consecutive days off with no loss in weekly guarantee.
- F. An employee scheduled for jury duty or answering a subpoena as defined above on a regular day off other than paragraph E above, shall receive alternative equal time off during the pay period or receive eight (8) hours pay at straight time rate.

#### 14.08 Leave for Public Office and Labor Union Positions

An employee 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 her classification seniority rights under the provisions of this Agreement. The employee shall not be covered under the Agency paid insurances nor accrue Sick Leave or Annual Leave while on the leave. An employee 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.

Time off under this section shall not be counted as time worked.

#### 14.09 Hospice and Critical Care Leave

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

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

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

#### 14.10 Intra-Agency Leaves of Absence Out of Classification

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

14.11 Good Standing with the Union

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

ARTICLE 15  
SICK LEAVE

15.01 Accrual and Use of Sick Leave

- A. Each employee shall accrue Sick Leave while in paid status at the rate of .034615 hours per hour in paid status (approximately 12.0 days per year). On-call or part-time employees accrue at the rate of .016667. Sick Leave shall be used for personal or family illness, personal or family emergency, childcare problems, physical incapacity or undue mental stress caused by factors over which the employee has no reasonable immediate control. Immediate family shall include the parent, spouse and children, principal domestic partner, brother or sister of the employee, or family member residing within the house of the employee.
- B. Unused sick leave may be accumulated with no limit.
- C. For purposes of calculating Sick Leave, a day's pay shall consist of eight (8) hours at the employee's base wage rate for a full time employee, four (4) hours for a part time employee. An employee shall be compensated for all time lost from work up to eight (8) hours.
- D. If an employee's illness exceeds seven (7) calendar days, the employee may elect to discontinue payment of Sick Leave in order to receive State Disability Insurance payments.

15.02 Notification

An employee calling in sick must call their Supervisor not less than one (1) hour prior to her assigned, scheduled report time. Employees may leave a message on their supervisor's phone mail if they are not available in person. The employee must call in each day they are going (to be absent due to illness, with the exception of an employee with a Doctor's note verifying an extended absence.

15.03 Absence Policy

- A. An employee may be requested to submit a physician's certificate for absences in excess of five (5) consecutive working days, stating that the employee is able to return to work. Doctor's appointments will be counted as absences unless the employee submits medical verification to her Supervisor that she is required to have pre-scheduled medical appointments. This verification must include the name of the medical practitioner, how many appointments are anticipated, if known, and must be submitted at least forty-eight (48) hours before the appointment begins.
- B. Tardiness  
An employee will be considered tardy if they arrive at work more than five minutes after their scheduled start time. An employee that notifies the Agency less than one hour prior to their scheduled start time of an absence that would have been excused, other than the notification deadline will be assessed a tardy. Each tardy shall be counted as (1) one point. The tardy shall not be assessed if the employee provides proof of the following:
  - a. Inability to report due to hospitalization of employee or immediate family member
  - b. Involvement in automobile accident
  - c. Natural disaster
  - d. Schedule failure of public transit
  - e. Traffic congestion due to accident or temporary construction
  - f. Agency scheduling error
- C. Tardiness in excess of One Hour  
An employee who fails to report within sixty (60) minutes of her scheduled start time without notification shall be assessed a one-day suspension.  
Exceptions;  
The following types of absences will be excluded from this policy due to their nature: authorized leaves of absence, bereavement, jury duty, Agency shutdowns caused by Acts of God or weather, disciplinary suspensions, job related injury or illness, and any absence caused by State or Federal law.

D. Tardiness: (Subject to Time Limit: Floating 365 Calendar)

Point Count	Suggested Action
5	Verbal warning
6	Written warning
10	Three day suspension
14	Five day suspension/period of special evaluation Discipline up to and including termination

Period of special evaluation:

An employee receiving a five-day suspension under this policy will automatically enter a three-month period of special evaluation. Additional absence (or tardy) during this period will subject the employee to discipline up to and including termination.

After one hundred eighty (180) calendar days without an incident, prior employee's points will be rescinded. The employee must be actively working during this one hundred eighty (180) calendar day period.

- a. New Hires will have (3) days sick time usable immediately and not subject to discipline.
- b. Habitual Absence: Documented habitual absence shall be subject to ongoing documentation and progressive discipline. Individuals that submit vacation requests or annual leave bids and were placed on a waiting list but then called in sick three (3) times may be subject to a progressive discipline.

E. Progressive Discipline

Principles of progressive discipline shall be used in administering discipline for just cause. The parties acknowledge that these principles include the reasonable exercise of discretion by CEO in determining that progressive steps of discipline procedure may be bypassed, depending on the severity of the employee's misconduct.

The progressive discipline process will include the following:

- a) Verbal warning (which may be memorialized in writing)
- b) Written Warning
- c) Notice of Intent

F. The subsection is waived for an equal amount of days upon returning from protected family leave equal to the amount of time the employee was out on protected leave.

ARTICLE 16  
DISCIPLINE AND DISCHARGE

Preamble

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

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

#### 16.01 Grounds for Discipline and Discharge

- A. No employee will be disciplined, discharged, nor will adverse entries be made in her personnel record or any other document or file except for just and sufficient cause. Any adverse entries in an employee's record shall be regarded as discipline and are subject to the provisions of this Article. Formal counseling shall not be considered discipline, however, records of this counseling may be kept for purposes of progressive discipline upon notification to the employee and the Union. This formal counseling will be conducted in a manner that ensures the employee's privacy and rights are respected.
- B. No employee may be suspended, discharged or removed from service prior to completion of the full appeal and hearing process as outlined in this Article and Article 18, except for one (1) or more of the following reasons:
  - 1. Intoxication or use of alcoholic beverages or restricted dangerous drugs while on duty or on Agency premises
  - 2. Invalid driver's license
  - 3. Criminal activity while on duty
  - 4. Blatant insubordination
  - 5. Gross misconduct
  - 6. Serious Accident
  - 7. An employee is convicted of D.U.I. and it becomes part of the employee's driving record.
  - 8. An employee is determined to be uninsurable by the Agency's chosen insurance carrier.
- C. An employee may be disciplined for abuse of Sick Leave, absences and tardiness in accordance with the standards identified in Article 15.
- D. An Employee may be placed on Administrative Leave during the investigation process from the time of notification until the resolution of the case. The first five (5) days of Administrative Leave shall be paid by the Employer at the Employee's normal rate of pay for their normal scheduled hours for up to eight (8) hours a day.

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

The Agency shall notify the employee in writing of the intended discipline or discharge. The notice shall include Notice of Intent case number, a statement of the precise and complete charges, and shall be given to the employee no later than Thirty (30) days after the date of the Agency Management's knowledge of the occurrence which is the basis for the charges. In the event that the employee is not available, the Agency may send the Notice of Intent to the employee by certified mail postmarked no later than eighteen (18) days after the Agency Management's knowledge of the occurrence. Notice of intent to discipline for preventable collisions may be delayed until the final determination for chargeability through the collision 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 employee. The Notice of Intent shall be signed by the Area Manager.

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

- A. Letter of Reprimand - May request first level hearing.
- B. Suspension - Automatic first level hearing, including date of hearing; or if offered in lieu of the suspension and elected by the employee, a temporary one pay step reduction equivalent to the amount of compensation employee would lose through suspension right of appeal is waived.
- C. Discharge - Automatic first level hearing, including date of hearing.

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

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

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

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

file. The Division Director shall hold the hearing within ten (10) days of receipt of the request for hearing from the employee.

B. Hearings on Suspensions or Discharges:

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

C. Notification of Hearing:

Five (5) days before the first level hearing, the Division Director shall provide notification of the hearing date to the Union and every employee who is entitled to one. The notification of the hearing shall include:

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

D. Report of Hearing:

No more than ten (10) days following the hearing the Division Director shall submit a report of the hearing to the Union and the affected employee. This report shall contain the following:

1. Date
2. Names of those in attendance
3. Notice of Intent case number
4. Statement of each charge
5. Decision on each charge

#### 16.04 Final Appeal before Arbitration

If a disciplinary action or discharge is not settled to the satisfaction of the employee or the Union at the Division level, the employee or the Union may refer the disciplinary action or the discharge to the Agency Administrator.

A. Request for Appeal Hearings:

The Union or the employee must request any appeals within ten (10) days from receipt of the decision of the Division Director.

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

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

B. Written Decision of Appeal Hearing:

No more than ten (10) days after the date of the appeal hearing, a written decision on the disciplinary action or discharge shall be prepared by the Executive Director or her representative and a copy shall be given to the Union and the affected employee. The decision shall contain:

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

#### 16.05 Voluntary Mediation

The Union or the employee must request appeal within ten (10) days from receipt of the decision of the Administrator to submit the matter to mediation prior to arbitration. The parties may voluntarily agree to submit the matter to mediation with the Federal Mediation and Conciliation Service.



#### 16.06 Employee's Rights

- A. At any meeting or investigation, at any level of the appeal and hearing procedure, the employee and/or Union representative (with authorization from the employee) shall be allowed to get whatever information is desired from the employee's personnel file.
- B. Any disciplinary action resulting in suspension or discharge shall be reported to the Union within two days, and confirmed by letter within three (3) days of the date and time of notification of the employee.
- C. If at the meeting or a subsequent hearing, the employee who was suspended is determined to be completely blameless of charges regarding the offense, she shall be reinstated to her former position without loss of Agency or classification seniority and will be paid wages lost as though she had not been suspended. It is agreed that no entry shall be made on the employee's record of the suspension, if the employee was found to be completely blameless. If it is found that the employee in question was partially blameless, then the Agency may reduce the penalty and/or return some or all of the employee's lost wages.
- D. An employee shall be given an opportunity to answer any charges or complaints in writing. This response shall remain part of the employee's record as long as the complaint or charge remains on file.
- E. The employee shall have the right to Union representation at any meeting or hearing that she has a reasonable basis to suspect may result in discipline. The employee's representative, or the employee if not represented, will be allowed to question all witnesses.
- F. Adverse notations on the employee's record that result in a three (3) day suspension or less which are more than twelve (12) months old shall not be used for future discipline. Disciplinary suspensions of more than three (3) days which are more than three (3) years old shall not be used for future discipline.
- G. No adverse action shall be placed in an employee's file unless a complaint can be deemed valid and verified. Verification is the responsibility of the employee's supervisor and must include documentation that the employee and the complainant interrelated at the time and place noted in the complaint. The complainant must supply the Agency with their correct name, address and telephone number (if they have a telephone) for verification purposes. Anonymous complaints will not be used to discipline an employee. In discipline based on a complaint, if the Agency suspends or discharges an employee under the provisions of 16.01B prior to the completion of the first or second level hearing, the Agency must obtain a written declaration signed under penalty of perjury from the complainant, or a witness identified in the original complaint, to substantiate the complaint. Written declarations signed by the witness may be used as evidence.
- H. Loss of Commercial Driver's License: When a driver is ineligible to operate a motor vehicle for a period of up to one year, she shall be granted a leave of absence of up to one year until her license is reinstated. Such employees shall have a right to return to their former position, if such a position is available at the time reinstatement is sought. This section does not apply to drivers whose loss of license is related to a matter for which they are or have been disciplined by the Agency or to loss of license related to a conviction of a felony or alcohol or drug related crime.

#### 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. The Agency shall determine the dates of suspension.

#### 16.08 Extensions

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

The right of the Union to extend the grievance or claim shall in no way prevent the Agency from nor stay the enforcement of any suspension or termination.

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 the Agency to adhere to the time limitations set forth above shall result in movement of the case to the next level. If an employee and the Union representative fail to attend any meeting or hearing referred to in this Article, it shall result in the right of the Union to appeal to the next level.

16.10 Discipline or Discharge of Probationary Employees

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

16.11 Exclusionary Rule

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

ARTICLE 17  
GRIEVANCES AND CLAIMS

17.01 Definition

A grievance is defined as any controversy between the Agency 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. The final decision on a disciplinary action will not itself be grievable. Violations that arise from the investigations, hearings or disciplinary process may be subject to grievance procedures.

17.02 Notification

If a grievance is alleged by the Union, it must be filed in writing with the appropriate Agency 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 the Agency 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 Appeal to Executive Director

Within ten (10) days after the receipt of the decision of Agency management, an appeal may be directed to the Executive Director. The hearing will be held within fifteen (15) days and the employee and the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance. A written decision shall be rendered within ten (10) days after completion of the hearing and copies furnished to all parties.

17.05 Hearing and Voluntary Mediation

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.

At any time after the hearing, the parties may voluntarily agree to submit the matter to mediation with the Federal Mediation and Conciliation Service. At such time as the parties agree to submit the matter to mediation, the parties shall agree to an appropriate timeline for further processing of the appeal in the event that mediation is unsuccessful.

17.06 Extension of Time Limits

The time limitations set forth in this Article may be extended by mutual written agreement. They shall be further extended by up to one year whenever the Union shall advise the Agency 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 the Agency 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.

The right of the Union to extend the grievance or claim shall in no way prevent the Agency from nor stay the enforcement of any suspension or termination.

17.07 Violation of Time Limits

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

17.08 Applicability of Article

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

17.09 Computing of Time Limits

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

17.10 Submission and Payment of Claims

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

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

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

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

ARTICLE 18  
APPEAL TO ARBITRATION

18.01 Appeal to Arbitration

If a grievance or a dispute which has been processed in conformance with the procedures set forth in Articles 16 and 17, and which involves the interpretation, application or breach of any of the terms of this Agreement or the discipline or discharge of any employee covered by this Agreement is not settled to the satisfaction of the Union or the Agency, 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.

The jurisdiction and authority of the Arbitrator shall be confined exclusively to the interpretation of the explicit provisions of this Agreement and the applicable rules and regulations at issue between the parties and the issuing of a decision or award in accordance therewith. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of the Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure. The decision of the Arbitrator shall be rendered after the evidence and arguments are presented by the parties in the

presence of each other and in post hearing briefs if allowed. This decision shall be final and binding to the parties except as outlined in Article 18.02A.

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

A. Within ten (10) days from the date of notice of appeal, the Union and the Agency may mutually agree on a neutral party an independent source to serve as an Arbitrator. In the event the Union and the Agency 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 the Agency, 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 the Agency, 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 the Agency 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 the Agency. Three (3) arbitrators shall be chosen to serve overlapping terms. Nothing shall preclude the parties to this agreement from retaining the same arbitrator for successive terms.

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

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

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

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

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

#### 18.02 Time Periods

In computing the time limits as fixed in this Article, Saturdays, Sundays and Agency 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

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

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

Compensation will be as follows:

A. During Regular Work Hours:

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

B. During Regular Time Off or Days Off:

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

C. On Annual Leave

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

### 19.02 Instructions to Report

It is understood that an employee will be instructed to report to court or the attorney's office only by any designated Agency personnel.

### 19.03 Traffic Citations

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

### 19.04 Legal Assistance

In the event an employee is 1) charged with any crime, or traffic violation, arising directly out of an collision or incident involving an Agency vehicle, property or person occurring while the employee is on duty and within the course and scope of her employment; and 2) the employee has not engaged in any action that would subject that employee to termination; and 3) the employee is ultimately acquitted of all charges the Agency shall provide reasonable representation for their defense through insurance.

### 19.05 Legal Support

If an employee is named as a party defendant in a civil action arising out of the course and scope of her employment with the Agency; and 1) the employee has not engaged in any action that would subject that employee to termination; and 2) there exists no conflict of interest between the Agency and the employee; the Agency shall either reimburse the employee for reasonable legal fees arising from these disputes or will provide the employee, at the Agency's expense, with competent legal counsel to represent the employee in

court. A dispute regarding conflict of interest shall be brought as soon as possible, but in no event later than one month, to the Board of Directors for determination. If the parties cannot agree within two (2) working days upon the amount of reasonable reimbursable legal fees charged by Santa Cruz County attorneys, the Union and the Agency will jointly prepare a letter by the end of the second day to the Santa Cruz County Superior Court Administrator requesting that she assign an independent civil attorney to review the legal fees and determine whether they are reasonable. The Agency shall pay any required fees for this service. The Agency shall only be responsible for payment of legal fees.

ARTICLE 20  
MANAGEMENT RIGHTS

20.01 Management Rights

The Union agrees that the Agency has authority for the policies and administration of all Agency divisions 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 only consistent with the terms of this Agreement. The exercise of any right, power, authority, duty or responsibility by the Agency and the adoption of rules, regulations, and policies as it may be deemed necessary, as they apply to employees represented by the Union, shall be limited by the specific and implied 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 the Agency'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 the Agency. Refusal of an employee to cross a primary picket line shall not be construed as a violation of this Agreement.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any bona fide labor organization picket line, where entering property involved in a labor dispute or going through a bona fide labor organization's picket line will result in potential damage to Agency equipment or physical injury to the employee or where physical injury to persons in the picket line could result or where a member of the Agency 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, the Agency shall not cause or permit any lockout of any of its employees.

ARTICLE 22  
ASSIGNABILITY

22.01 Assignability

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

ARTICLE 23

## SEPARABILITY

### 23.01 Separability

Should any portion of this Agreement be altered or modified due to legislative action or court decision, or should any portion of this Agreement be found contrary to State or Federal law, the remaining provisions shall in no way be affected and shall remain in full force and effect. Any portion of this Agreement affected by changes in law shall be the basis of collective bargaining on the part of the Agency 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 the Agency have collectively bargained in good faith negotiations through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment. During the term of this Agreement, there shall be a duty upon both parties to collectively bargain in good faith as is expressly provided for in Article 24.02.

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

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

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

## ARTICLE 25

### EFFECTIVE DATE-DURATION-TERMINATION

#### 25.01 Effective Date—Duration—Termination

- A. Except as otherwise provided herein, this Agreement shall be made effective July 10, 2019, and shall remain in full force and effect to and including December 1, 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. The Agency shall provide release time without loss of compensation from work time for up to three (3) employed Union Representatives to participate in collective bargaining pursuant to the modification or termination of this Agreement. The cost of compensation for that release time shall be shared equally by the Agency and the Union. Release time shall include one hour before the scheduled start time for those sessions scheduled less than a full day.

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

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

## ARTICLE 26

## GUARANTEED WORKWEEK

### 26.01 Regular Employees

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

### 26.02 Extra Board Employees

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

### 26.03 Part Time Employees

- A. A part time employee shall be guaranteed four (4) hours pay time per day worked, twenty (20) hours pay time per week provided she works as assigned, with two (2) or more consecutive days off. In the case of any shift less than four (4) hours, the Agency shall pay four (4) hours pay time and these runs shall be considered as containing four (4) hours work time.
- B. All pay time for a part time employee will be included and be a part of the four (4) hour daily guarantee subject to the provisions of Article 12.021 (Holiday Pay).
- C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.
- D. The Agency retains the right to require the employee to work all of the hours they are paid for.

### 26.04 Additional Work

- A. Regular employees, including Extra Board employees on hold-downs, shall not be required to run extra trips or do extra work and shall not be required to work beyond their scheduled sign off time except to complete a scheduled run that was in process when their sign off time was reached.
- B. An employee who performs extra work in addition to her regular scheduled assignments shall be paid at the overtime rate for all additional work.

#### Exceptions:

An employee relieved before the completion of a day at her own request, or who is absent from duty and not available for service for part of a day, shall receive pay for only the portion of the day worked and the minimum allowance of eight (8) hours shall not apply.

## ARTICLE 27 OVERTIME

### 27.01 Overtime Provisions

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

### 27.02 Work on Days Off

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



A full-time employee shall be guaranteed twelve (12) hours pay time at base rate for working on her day off provided she works as assigned on that day. However, should the Agency cancel accepted overtime, the employee shall receive eight hours pay time if not cancelled within sixty minutes of overtime being accepted.

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

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

### 27.03 Calling of Additional Employees

There shall be a sign-up list for employees making themselves available for additional work. Call-back shall be in order of classification seniority.

1. Where more than one assignment is available at the time of the call for additional work, an employee will be given her choice of work, subject to rest requirements.
2. One documented call will be made to each employee on the list who will have the minimum eight (8) hours rest. An employee accepting a shift which would violate the ten (10) hour rest period will waive the penalty pay requirement of Article 29.08.
3. An employee unable to accept an assignment because of lack of ten (10) hours rest will be the first called for any shift she can legally work.
4. No employee may be required to work on her days off.

## ARTICLE 28

### SPECIAL PROVISIONS- VEHICLE MECHANICS

#### 28.01 Lockers and Other Facilities

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

#### 28.02 Safety Equipment

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

#### 28.03 Tool Allowance

The Agency will be liable for theft of tools while tools are on Agency property provided that the mechanic whose tools are stolen has submitted an updated inventory and files a police report at the time theft is discovered. Mechanics are expected to provide their own tools. An employee that supplies their own tools will be paid a tool reimbursement allowance based on presentation of invoice to the Agency not to exceed \$400 for a Lead Mechanic and \$250 for a Mechanic II and \$150 for a Mechanic I. Only tools needed for work at the Agency will be eligible for reimbursement.

## ARTICLE 29

### PASSENGER SERVICE ASSIGNMENTS

#### 29.01 Classification of Assignments

- A. Work for employees in passenger service shall be designated full-time regular assignments, extra board assignments, part-time assignments and special assignments.
- B. Work assignments will be straight shifts. The parties agree to reopen this agreement in the event new contract work arises that necessitates the need for split shifts.

#### 29.02 Establishment of Passenger Service Work Assignments

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 of work having a regularity of five (5) days in any given week shall be established as regular assignments. Full-time regular assignments will in no case exceed five (5) days per week. The Agency will establish regular or part-time assignments composed of the off days of regular assignments.

#### 29.03 Preparatory Time

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

#### 29.04 Storage Time

Each Van Driver will be allowed fifteen (15) minutes storage time for the purpose of maintaining the passenger area of her coach. This fifteen (15) minutes storage time may be assigned by the schedulers throughout the day during slack or stand-by times. The scheduler will not assign storage time during the lunch or break times of the Van Drivers.

#### 29.05 Beginning/Ending of Day

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

#### 29.06 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, premium, and differentials)

#### 29.07 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 or part time assignments will be extra board assignments and posted 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 will be set forth in the assignment sheet as posted.

#### 29.08 Pay for Infraction of Rest Period

When the rest period between the time of terminating one day's work is less than ten (10) hours (unless resulting from voluntary change of runs or shifts or on a hold-down or from other employee requested shift changes), additional pay for each hour below ten (10) shall apply as follows:  
1st hr. below 10: An additional one hour's pay at the employees base wage rate.  
2nd hr. below 10: An additional one hour's pay for a total of two hours pay at the employees base wage rate.

### ARTICLE 30

#### CHOICE OF FULL-TIME WORK ASSIGNMENTS

##### 30.01 Types of Assignments

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

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

30.02 Bid Posting

When a regular run assignment of more than one week becomes available, bidding will be on a classification seniority basis.

When a regular work assignment becomes available, the Agency will post for bid and advise the Union 7 calendar days prior to start of the assignment. It will be posted on Friday, no later than 2:00 P.M. The bid shall remain posted until 10:00 A.M. of the following Friday and the employee notified by 4 P.M. on that day. The assignment will begin the Monday after notification. In the event that no employee bids for the work assignment, Extra Board employees will be assigned in inverse seniority.

A description of the regular work assignment, including sign-on and sign-off time.. The Agency and the Union recognize the benefits of consistently assigning the same van to the same assignment if available.

A current seniority list shall be made available to Union members. Prior to bidding the seniority list will be made available to the Union for review.

30.03 Sign-Up Procedure

A. The Agency will post assignment(s) available for sign-up. The Union and the Agency shall jointly conduct the sign-up.

B. Bidding:

Bidding for assignments shall be as outlined in Article 30.02. It shall be the responsibility of each employee interested in the available assignment to bid in person or submit a written proxy to the Area Manager.

C. Eligibility to Bid:

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

An employee who does not return to work within fifteen (15) days shall, upon return to work, be assigned to the Extra Board under the provisions of Article 31.05. It shall be the responsibility of an employee on leave to inform the Agency and the Union in writing if the employee chooses to bid for the available assignment. An employee on leave failing to provide written notification to the Agency and the Union shall be ineligible to bid. An employee on leave who is ineligible to bid for available work assignment(s) shall be allowed to exercise classification seniority on the Extra Board when returning to work, under the provisions of Article 31.05.

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

D. Retention of Work Assignment:

An Operator unavailable to work their assignment for any reason shall retain their right to return to that assignment for a period not to exceed 180 days. An Operator returning to work after an absence greater than 365 days shall displace onto the Extra Board in accordance with their classification seniority and be eligible to bid on any available work assignment(s).

E. Holiday Sign up:

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

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

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

F. Bid Results:

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

G. Allowance for Rest Time:

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

30.04 Change in Employee's Work Assignment

The Agency may change an employee's regular assignment (within their job classification) for financial reasons, to increase productivity and to meet a changing work demand. The Agency, Union and affected employee will meet and confer prior to any changes made to any work assignments.

30.05 Trading Assignments

- A. An employee may trade her daily scheduled assignment or days off with another employee by written request. The request must be submitted to the Area Manager by 10:00 A.M. of the day prior to the requested day. It is further agreed that no trades will be permitted which would result in a violation of the employee's eight (8) hour rest period for the following day and that the premium referred to in Article 29.08 shall not be paid to an employee as a result of a trade.
- B. An employee may request shift changes by the Area Manager. An employee shall be allowed no more than three (3) shift changes per six month period, including the daily shift changes outlined in Section A above. Shift changes must be requested by 20:00 A.M. the day prior the requested day.

30.06 Hardship Cases

A. Medically restricted employee working a limited duty position will be paid at her normal base wage rate for hours worked. Limited duty will be excluded from the 8 or 40 hour guarantee. In order to qualify for a limited duty position, an employee must be able to return to unrestricted status within a period of ninety (90) calendar days.

B. A permanently restricted employee shall be considered for vacant positions for which she is qualified before someone outside the Agency is employed. An employee interested in vacant positions should contact the Personnel Director in order to be considered for the positions. Qualifications for the positions will be determined by the Agency. An employee selected for the work shall be paid at the salary level of the position that she is filling.

ARTICLE 31

METHOD OF HANDLING DRIVERS EXTRA BOARD

31.01 Definition of Extra Board

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

An Extra Board will be established. An employee choosing an Extra Board Assignment will work temporary vacancies in regular work assignments, special assignments and point. The Agency shall determine the number of regular shifts to be worked. After accounting for regular work assignments, the Agency shall establish an Extra Board 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 employee on a daily basis. Consistent with the requirements of service, and to the extent practicable, the Agency will post next day assignments by 4:00 P.M. Employees may call Dispatch for their assignment at any time after the posting of the detail sheet.

### 31.03 Filling Vacancies

When filling regular assignments with an Extra Board employee, the extra employee may be given the entire assignment, provided that no violation in driving time and/or required rest would occur. In the event that a violation of driving time or required rest will occur, only that portion that may be worked within the provisions of these regulations shall be assigned. In the application of this Section, it is understood that the employee shall be relieved before the violation would occur

### 31.04 Determining Assignments

A. Work assignments for an Extra Board employee shall be assigned as follows: An Extra Board employee shall bid one slot on the Extra Board posting board by order of seniority. The number of slots shall be equal to the number of Extra Board employees at the time of the bid. 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 employee with the highest number and the shift with the earliest sign-off time going to the first available employee with the lowest number.

If two or more pieces of work sign-off at the same time, the assignment order shall be determined so that the employee with the lowest numbered position (earliest) gets the earliest report and the employee 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. The Agency reserves the right to move an employee from the regular order of work assignments for the following reasons:

1. To prevent a contractual violation in the area of required ten (10) hour rest period.
2. By written request, in advance, from an Extra Board operator for a specific date and time period. The Area Manager shall allow one (1) request per day per one Extra Board operators. Requests shall be honored by earliest time-stamp. An employee is limited to twelve (12) per calendar year and these requests will only be counted if the employee is released by the time requested. Exceptions to this limit on requests are: medical appointments for open workers' compensation claims, hold-downs, and Union business.

### 31.05 Displacement

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

A. An employee returning from a leave of absence, injury, or commencing work on the Extra Board may assume a slot on the Extra Board by displacement. Displacement shall be for order of assignment and choice of consecutive days off.

B. In the event that all Extra Board slots are filled and remaining employees elect to join the Extra Board, or in the event a new employee enters service, or in the event of an employee vacating her assignment after choosing not to trade her assignments in accordance with Article 30.05, the affected employee shall be assigned to the A.M.. breakpoint of the Extra Board. The A.M.. breakpoint will be determined by the Union and the Agency. The information will be available for the Union to review.

### 31.06 Run Around

An Extra Board employee who is given a definite assignment on the Extra Board out of the correct order of assignment as defined in Article 31.03 and 31.04 or who has her assignment changed after the Extra Board is posted shall be paid a run around allowance of one (1) hour at her base wage rate. A definite assignment on the Extra Board includes line of the work or run involved as well as the report and sign off times.

### 31.07 Double Scheduling

When two (2) employees are scheduled for the same assignment, the regular employee, if any, will work the assignment. The second employee, assigned the work on the Extra Board or according to the provisions of

Article 27, may be assigned point for eight (8) hours or may be assigned another work assignment, but in any event shall be guaranteed what she would have been paid for that assignment, as well as a run around premium. If the second employee is required to work beyond her originally scheduled final sign-off time, she shall be paid an additional premium of one (1) hour.

### 31.08 Point

#### A. Definition:

Point is defined as a daily assignment on the Extra Board consisting of a guaranteed sign-on time without specifically predetermined duties. Point sign-off times may be included in the Extra Board work assignment to fill out an employee's eight (8) hour day in accordance with Article 31.08B, or to comply with a special request in accordance with Article 31.04. An employee on point shall be available at her designated sign-on time for immediate assignment, in accordance with Article 26.03B and Article 31.08B, to work not posted on the previous day's Extra Board or for work which becomes available because of the absence of its assigned employee. An Extra Board employee assigned point shall be available for necessary inspection of vehicles, movement of vehicles required for the maintenance of schedule in cases of mechanical breakdown, and operation of vehicles in revenue service to aid in maintenance of schedule, as may be required during the course of her day.

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

#### B. Minimum Report Pay:

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

## ARTICLE 32 HOLD-DOWNS

### 32.01 Definition of Hold-down

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

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

### 32.02 Hold-down Posting

Hold downs will be posted on Friday, no later than 2pm. The bid shall remain posted until 10am of the following Friday and the employee notified by 4pm on that day. The assignment will begin when the regular assignment is vacated.

### 32.03 Hold-down Bidding

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

32.04 Duration of Hold-down

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

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

ARTICLE 33  
SPECIAL ASSIGNMENTS

33.01 V.I.P. Specials

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

33.02 Vehicle Pickups and Deliveries

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

ARTICLE 34  
EMPLOYEE SAFETY

34.01 Reimbursement in Event of Robbery Theft or Unprovoked Attack

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

- A. Replace and/or repair broken glasses; repair, clean or replace clothing damaged, soiled or taken from the employee during the course of a robbery or unprovoked attack.
- B. Replace or reimburse to the employee, not to exceed one hundred dollars (\$100) the value of a standard watch.
- C. Reimburse up to one hundred (\$100.00) of personal funds or miscellaneous items carried by the employee at the time of the robbery, theft or unprovoked attack. If the employee recovers her property, she shall return to the Agency the payments she received for the reimbursement.

34.02 Payment for Time Lost

- A. When an employee suffers acute traumatic physical or mental injury as an immediate result of witnessing or being physically involved in a vehicular collision or assault while in the performance of duties, and the injury results in a loss of time from work, the employee shall be paid up to eight (8) hours per day or her regular assignment, whichever is greater, at her regular rate of pay for time lost up to two (2) days. Total compensation, including payments from Workers' Compensation, if any, shall not exceed the employee's

daily pay time rate. Time lost shall be considered scheduled days off and payments shall not be charged against Sick Leave or Annual Leave.

- B. An employee require to wear prescription glasses as a condition of her license to drive, whose prescription glasses are lost or damages as a result of robbery or unprovoked attack while working, will be compensated to a maximum of \_four (4) hours of pay for the time lost while the glasses are repaired or replaced.

#### 34.03 Payment for Personal Losses Due to Collision

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

### ARTICLE 35 OPERATING POLICY

#### 35.01 Labor and Management Committee

The Union and the Agency shall convene a Labor and Management Committee which shall meet to discuss operational issues or changes to current service or current procedures. The labor and management Committee shall meet quarterly or as needed to discuss Operational issues or changes prior to implementation and shall make recommendations to the Division Director.

The Labor and Management Committee shall consist of one (1) Union representative and one (1) Agency representative. At the Agency's discretion additional staff representatives may be added. Both parties shall have one (1) vote on the Committee.

The Agency shall release from work without loss of compensation one (1) designated Union representative for time lost in meetings of Labor and Management.

#### 35.02 Rest Periods

The Agency shall schedule one fifteen (15) minute rest period at the nearest point of accommodation for every four (4) hours or major part thereof on all work assignments to be taken as close to the midpoint of said time period as practical including

#### 35.03 Meal Periods

The Agency shall schedule one paid thirty (30) minute meal period at the nearest point of accommodation for all work assignments greater than five hours, to be taken as close to the midpoint of said assignment as practical.

#### 35.04 Schedule Adjustments

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

#### 35.05 Maintenance of On-Time Performance

The Agency 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.

#### 35.06 Equipment Safety

- A. No employee shall be required to operate are Agency vehicle which does not have brakes, horn, steering, safety equipment, defroster, driver's seat, heater, windshield washer and wiper, sun visor, mirrors, head lamps, brake and tail lights each in correct adjustment and proper working order. The Agency agrees to issue a two-way communication device to each driver upon pull-out in good working order.
- B. Every employee will be provided with and expected to wear appropriate protective clothing including but not limited to, latex gloves and will receive ongoing training in how to properly deal with infectious waste, biohazards, and blood borne pathogens.



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

ARTICLE 36  
SAFETY AND COLLISION REVIEW

**Preamble**

The Division's primary responsibility is rendering safe and efficient transportation. The Agency affirms its obligation to comply with all Federal, State and local regulations concerning safe operations and occupational health, safety, and training of an employee. The Agency will take all steps necessary to insure employee health and safety, including abatement of any safety and health hazards, to create a safe working environment. To this end, the Union and the Agency will establish the following committees:

36.01 Collision Review Committee

The Collision Review Committee shall be composed of two (2) representatives of the Agency management and two (2) members of the representational unit designated by the Union. Each side may have a reasonable number of silent observers. This Committee shall be responsible for collision review and shall meet at least monthly to review collision preventability.

A. Access to Records

1. The Agency shall conduct a post collision vehicle inspection upon request of the employee and shall report the results within ten (10) days to the Collision Review Committee and the employee.
2. The Committee established by this Article shall have complete access to all pertinent records.

B. Recompense for Members:

All employees who are Collision Review Committee members shall be reimbursed by the Agency at their current rate of pay for all time spent in Committee work. The Agency shall release members from work when their regular schedule conflicts with Committee work.

C. Scope of Committee Responsibility:

1. Collision Review Committee:

The Collision Review Committee shall be responsible for reviewing the circumstances surrounding motor vehicle collisions involving Agency employees, and to make determinations as to whether the collision is considered either "preventable" or "non-preventable" as outlined below. All actions of the Collision 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 Area Manager or his representative. If there is a tie vote, the collision will be referred to a mutually agreed upon representative of the California Highway Patrol, for final determination. The Agency and the Union agree to share this cost, if any. If a collision is referred to the California Highway Patrol for final determination, both parties will submit their appeal jointly within thirty days of the tie vote. The parties may extend this time line by mutual agreement.

2. Collisions Defined:

A collision shall be defined as any event involving an employee while driving Agency equipment (including startup and shutdown) in which any significant property damage or personal injury results.

- a. A preventable collision is defined as a collision resulting from the failure of the employee to:

- i. Obey all traffic law
- ii. Recognize the rights of others
- iii. Use due care in the operation of her equipment
- b. A non-preventable collision is defined as a collision resulting from circumstances beyond the control of the employee and in which the employee exercised either defensive driving and/or due care.

3. Procedures for Reviewing Collisions:

Each month the Agency shall review the collisions of the previous month. All cases reviewed will be forwarded to the Union. Collision information forwarded to the Union shall include all cases reviewed, occurrence reports, supervisor reports, police reports, photographs, and courtesy cards. The Collision Review Committee shall meet at least seven (7) working days after the receipt of all pertinent collision information by the Union.

All collisions involving Van Drivers shall be reviewed by the Collision Review Committee to determine whether or not the collision was preventable. Employees involved in collisions shall not be present when the Committee members are voting. Committee members shall excuse themselves from the proceedings when a collision 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 preventability the parties agree to postpone determination until the next scheduled Collision Review Committee meeting.

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

Appeals of monthly collision 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 a collision may attend, upon request and without loss of 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, however, clarifying statements submitted by either side that recall events surrounding a particular collision may be considered.

5. Broken Mirror, Clearance Lamp, and Paint Transfer Policy

Any event where a mirror head, the mirror arm or clearance lamp is damaged to the point of replacement constitutes a collision. Broken glass or a spot mirror falling off shall not be considered a collision. Broken clearance lenses, bulbs, or lenses falling off the van, shall not be considered a collision. Any event which is limited to cosmetic paint and/or rubber transfer shall not be considered a collision.

36.02 Health and Safety Committee

A. The Health and Safety Committee shall be composed of the members of the Collision Review Committee. The joint Committee shall meet monthly to discuss potential and actual safety, health and training matters affecting employees within the representation unit.

The joint Committee shall perform the following functions:

- 1. The Committee may make necessary inspections of the worksite 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. The Agency will also notify the Committee of any toxic substances within its knowledge to which an employee 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. The Agency will respond at Health and Safety Committee meetings to notices contained in employee Comment Sheets on unsafe or unhealthy conditions existing in their working environment.
- 2. The Committee will review and analyze all reports of industrial injuries or illness of members within the representational unit, and recommend rules and procedures for the prevention of injuries and for the promotion of the health and safety of employees.

C. Recompense of Members:

The Agency 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. The Agency or the Union shall have the right to call to the worksite 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 these outside professionals shall be shared equally by both parties.

36.03 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 the Agency will refer the matter to a special Health and Safety Appeals Panel for recommendation as outlined in this Section.

A. The Union and the Agency 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) working days of the Union's request or as soon thereafter as practicable. The Panel is encouraged to expedite its recommendation.

B. The Agency 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

An employee shall be paid up to sixty (60) minutes, or longer if authorized, for completing collision/occurrence reports or other paperwork as required by supervisor. An employee shall be allowed 24 hrs. from time of the incident to provide a complete record report (a complete report includes all facts relevant to the incident that are available to the operator at the time of writing) to supervisor and CAO. The employee has a right to consult with a union representative.

37.02 Bilingual Pay

The Union and the Agency recognize the need for employees bilingual in Spanish and English, or other language designated by the Agency, which their value to the Agency. The Agency shall pay a premium consistent with Agency policy at the time this Agreement takes effect.

37.03 Line Instructor Pay

An employee designated by the Agency as a qualified Line Instructor shall receive a premium of twenty dollars (\$20.00) for each shift worked as a Line Instructor. Only employees so designated will function as a 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 on their own time. When the transfer is made as a result of change in operation and/or at the request of the Agency, the employee will be compensated at her base wage rate for all time spent in qualifying for transfer.

### 37.05 Training and Personnel Meetings

The Agency shall compensate an employee at the regular wage rate for all training, retraining, counseling and personnel hearings. The Agency shall not require any employee to attend training, retraining, counseling or personnel hearings on her scheduled day off, however training required to maintain certificates may occur during an employee's scheduled day off.

### 37.06 Driver's License and Other Certifications

Any employee who operates Agency vehicles must provide proof that she has the type of license required in order to operate the Agency's equipment. Employees required to maintain a license or other certification as a condition of their employment shall be reimbursed for the renewal of State Licenses and any other licenses or certification required. To receive reimbursement, the employee must present a receipt denoting payment of fee and must show the appropriate Agency official her license or certificate when received. Employee must be certified by the Agency approved organization as well as pre-approved for the certification.

### 37.07 Use of Private Automobile

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

### 37.08 Union Orientation

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

## ARTICLE 38 MISCELLANEOUS PROVISIONS

### 38.01 Union and Employee's Mail

The Union shall send confidential mail to its members to their residence addresses. However if mail is received at any Agency office or facility which is clearly addressed to the Union or to an employee from the Union, the Agency will make a good faith attempt to assure that mail shall not be opened or in any way tampered with by Agency employees or their representatives. The Agency does not assume any responsibility to such mail that is inadvertently opened by employees. Mail addresses to the Union or an employee from the Union received in any Agency office or facility shall be sent to the employee's Base and promptly delivered to the addressee's box. It is affirmed that no employee has the right to the expectation of privacy in the personal use of Agency mail systems, telephone, computer usage and electronic mail or messaging. However, all parties are expected to honor the privacy and confidentiality of communications, which are clearly held out to be private and confidential.

### 38.02 Equipment on Revenue Vehicles

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

### 38.03 Checking Earnings

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

38.05 Personnel Files

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

38.06 Printing of Agreement

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

38.07 Incoming Calls

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

38.08 Time Sheets

An employee shall be given 15 minutes upon returning to the base for completing all required paperwork including time sheets, and turning in the paperwork once every week.

38.09 Sanitary Facilities

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

38.10 Records Provided

- A. The Agency shall make available Vehicle Defect sheets to the Union during operating hours.
- B. The Agency shall make available to the Union a record of all employees working on their days off for each payroll period.
- C. Employee Industrial Injury reports will be will be made available to the Union.
- D. Pay claims (both approved and denied) may be reviewed by the Union.
- E. Employee comment forms on unsafe conditions, scheduling or routing shall be given to the Union as received.
- F. The Agency shall provide the Union with notice and minutes of all joint Union-Management committees.
- G. The Agency shall provide the Union with one copy of the monthly Board of Directors Packet.
- H. The Union will provide the Agency with a current / updated list of Union Officers and phone numbers.

38.11 Employee Ready Room

- A. The Agency shall provide and maintain clean and sanitary quarters where an employee is required to sign-on and sign-off. These quarters will contain sufficient chairs, tables so that employees will be comfortable. The Agency recognizes the benefits of providing employees with, chairs, tables and couches for their comfort and will provide them if that space becomes available in the future.

38.12 Bulletin Boards

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

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

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

38.13 Access to Rules

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

38.14 Physical Examinations

The Agency will reimburse or pay for an employee's license renewal physical when performed by a physician(s) selected by the Agency. The physical shall be scheduled on the employee's time. The Agency shall notify each employee two (2) weeks prior to expiration of medical certification.

38.15 Service Letter

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

38.16 Evaluations

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

ARTICLE 39  
LIMITATION ON PART-TIME

39.01 Limitation on Part-Time

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

ARTICLE 40  
CHOICE OF PART-TIME WORK ASSIGNMENTS

40.01 Work Assignments

A part-time employee will work a maximum of thirty (30) hours per week. A part-time employee will have two (2) or more days off per week, two (2) of which may be consecutive.

40.02 Time and Pay Requirements

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

ARTICLE 41  
PART-TIMEEMPLOYEES BENEFITS

41.01 Medical Insurance

Each part-time employee shall be entitled to equal coverage by the medical, dental and vision insurance policies consistent with Agency guidelines

41.02 Other Benefits

All other health and welfare benefits shall apply to a part-time employee in accordance with Agency guidelines.

41.03 Sick Leave and Annual Leave

A part-time Employee may choose Annual Leave time off in order of classification seniority at the annual leave sign up. Annual Leave choices will be effective for the coming semi-annual bid period. No more than two (2) part-time employees may be off on Annual Leave on the same day.

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

41.04 Leaves of Absence

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

ARTICLE 42  
CHANGE OF CLASSIFICATION

42.01 Change of Classification

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

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



On behalf of SMART Union Local 23

---

James Sandoval, SMART General Chairperson

---

Brandon Freeman, SMART Senior Vice Chairperson

---

Nathanael Abrego, SMART Vice Chairperson

---

Russell Gray, Shop Steward  
Van Driver II



**COMMUNITY BRIDGES**  
**PUNTES DE LA COMUNIDAD**

On behalf of Community Bridges

---

Raymon Cancino, Community Bridges CEO

---

Kirk Ance, Lift Line Program Director

---

Seth McGibben, Chief Administrative Officer

---

Julie Gilbertson, Chief Human Resources Officer

---

Joyce M. Rodriguez-Gutierrez, HR Manager  
(minutes)



## INDEX

### A

absence policy, 21  
accident review, 41  
advance pay for general leave, 17  
advance pay on annual leave, 16  
agency shop, 2  
annual leave, 14  
annual leave accruals, 14  
annual leave waiting list, 15,16  
annual leave bidding, 15  
appeal to arbitration, 27  
appeals, 24,26

### B

beginning/ending of day, 34  
benefits, 9  
benefits, amount of contributions, 8  
benefits, effective date of, 10  
benefits, on layoff, 11  
benefits, operators on leave, 17  
bereavement, 19  
bid results, 35  
bid sign up, 35  
bidding, 35  
bilingual pay, 5  
bulletin boards, 45

### C

calling in sick, 21  
calling of additional operators, 33  
choice of work assignments, 35  
classifications, 6,7  
continuity of service, 30  
court appearance, 29

### D

deferred compensation, 10  
dental insurance, 9  
discipline 22  
discipline, notice of intent to, 23  
displacement, 37  
double scheduling, 38

### E

equipment safety, 40  
evaluations, 46  
extra board, method of handling, 36  
extra board, posting assignments, 37

extra spread assignment, 37

### F

final appeal before arbitration, 24  
first level hearing, 24  
furlough, 12

### G

grievance, 26

### H

hardship cases, 36  
health and safety committee, 42  
holiday pay, 13  
holidays, 13  
hospice and critical care, 20

### I

illness during annual leave, 16  
incoming calls, 45  
industrial injury, 18

### J

jury duty, 20

### L

layoff, 11  
leave of absence, general, 16  
leave of absence, medical, 17  
leave of absence, military, 20  
leave, parental, 18  
leave, probationary operators on, 6  
legal assistance, 29  
legal support, 29  
line instructor pay, 43  
long term disability, 36  
longevity bonus, 23, 25

### M

mail, union and operator's, 44  
making of reports, 43  
management rights, 30  
medical insurance, 9  
minimum report pay, 38  
miss-out rule, 21

### N

non-discrimination, 11,12  
notification of hearing, 26

## O

operating policy, 40  
operator safety, 29,33  
overtime, 32

## P

part-time operator, 32, 46  
passenger service assignment, 33  
pay, Union orientation, 44  
pay, bilingual, 5  
pay, holiday, 13  
pay, line instructor, 43  
pay, making of reports, 43  
pay, rates of, 5, Appendix A+B  
personal losses due to accident, 40  
personnel files, 45  
physical examinations, 46  
preparatory time, 34  
principal domestic partner, 36, 61, 65, 146  
probation, 5,6  
probationary operators, benefits for, 6  
probationary operators, discipline or discharge of, 26  
promotions, 7

## R

rates of pay, 5, Appendix A+B  
reduction in forces, 11  
rest period, 40  
rest time, allowance for, 40  
retirement benefits, 10

robbery, reimbursement for, 39

## S

sanitary facilities, 45  
seniority rules, 6  
separability, 30  
sick leave, 21  
special assignments, 29  
special pay provisions, 43  
state disability insurance, 10

## T

tardiness, 21  
theft, reimbursement for, 39  
time cards, 45  
trading assignments, 35  
traffic citations, 29

## U

union membership, 1,2  
union orientation pay, 44  
union representative, 1,2,4  
union security, 2  
union service fee, 3

## W

wages, 5, Appendix A+B  
work assignments, 33,34,35,46  
work out of classification, 7

**APPENDIX A – JULY 10- NOVEMBER 30, 2019 SALARY SCHEDULE**

**APPENDIX B – DECEMBER 1, 2019 – DECEMBER 1, 2022 SALARY SCHEDULE -  
MODIFIED RECLASSIFICATION**

**APPENDIX D – SICK ACCURAL RATES**

APPENDIX A

CB SALARY SCHEDULE "A" --Class Allocations/Non-Exempt Classifications

MIN WAGE = \$13.59/hr

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
<b>1A</b>	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	Van Driver I-LL 2,3
<b>2A</b>	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.85	
<b>8A</b>	\$13.59	\$13.65	\$14.08	\$14.51	\$14.96	\$15.43	\$15.92	\$16.42	\$16.94	\$17.48	\$18.04	Mechanic I- LL
<b>9A</b>	\$13.82	\$14.25	\$14.70	\$15.15	\$15.63	\$16.13	\$16.64	\$17.16	\$17.71	\$18.27	\$18.86	
<b>10A</b>	\$14.44	\$14.89	\$15.36	\$15.83	\$16.34	\$16.85	\$17.39	\$17.95	\$18.51	\$19.11	\$19.72	Van Driver II- LL Mechanic II- LL
<b>11A</b>	\$15.08	\$15.55	\$16.05	\$16.55	\$17.07	\$17.62	\$18.18	\$18.76	\$19.37	\$19.99	\$20.62	Lead Mechanic- LL
<b>12A</b>	\$15.75	\$16.25	\$16.77	\$17.30	\$17.85	\$18.42	\$19.01	\$19.62	\$20.25	\$20.91	\$21.58	Dispatcher-LL
<b>13A</b>	\$16.46	\$16.99	\$17.53	\$18.09	\$18.67	\$19.26	\$19.88	\$20.52	\$21.18	\$21.87	\$22.58	

2 Add \$.40 Hourly differential for bilingual prefer/requirement

3 Add \$.20 Hourly differential for on-call positions.

4 Add \$.20 Hourly differential for meals delivery using own vehicle.

5 Add \$.50 Hourly differential for bilingual translation skills required

Revised 11/89; 1/90; 1/29/90; 1/14/91; 8/91; 11/91; 1/92; 8/92; 7/1/93; 8/93; 4/94; 1/95; 8/95; 7/96; 1/97; 1/98; 1/99; 1/00; 7/00; 1/01;

5/01; 11/01; 3/02; 10/02; 5/03; 2/04; 3/04; 6/04; 7/1/06; 6/07; 10/07; 1/08; 1/10; 4/10; 7/11; 12/11; 11/12, 1/1/13, 5/13, 1/15, 5/15, 7/15, 1/16, 1/17, 1/18, 7/19.

CB SALARY SCHEDULE "A" --Class Allocations/Non-Exempt Classifications

MIN WAGE = \$13.59/hr

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
<b>1A</b>	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	
<b>2A</b>	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59	\$13.85	Van Driver I-LL 2,3
<b>8A</b>	\$13.59	\$13.65	\$14.08	\$14.51	\$14.96	\$15.43	\$15.92	\$16.42	\$16.94	\$17.48	\$18.04	
<b>9A</b>	\$13.82	\$14.25	\$14.70	\$15.15	\$15.63	\$16.13	\$16.64	\$17.16	\$17.71	\$18.27	\$18.86	Mechanic I- LL
<b>10A</b>	\$14.44	\$14.89	\$15.36	\$15.83	\$16.34	\$16.85	\$17.39	\$17.95	\$18.51	\$19.11	\$19.72	
<b>11A</b>	\$15.08	\$15.55	\$16.05	\$16.55	\$17.07	\$17.62	\$18.18	\$18.76	\$19.37	\$19.99	\$20.62	Van Driver II- LL Mechanic II- LL
<b>12A</b>	\$15.75	\$16.25	\$16.77	\$17.30	\$17.85	\$18.42	\$19.01	\$19.62	\$20.25	\$20.91	\$21.58	Lead Mechanic- LL
<b>13A</b>	\$16.46	\$16.99	\$17.53	\$18.09	\$18.67	\$19.26	\$19.88	\$20.52	\$21.18	\$21.87	\$22.58	Dispatcher-LL

2 Add \$.40 Hourly differential for bilingual prefer/requirement

3 Add \$.20 Hourly differential for on-call positions.

4 Add \$.20 Hourly differential for meals delivery using own vehicle.

5 Add \$.50 Hourly differential for bilingual translation skills required

Revised 11/89; 1/90; 1/29/90; 1/14/91; 8/91; 11/91; 1/92; 8/92; 7/1/93; 8/93; 4/94; 1/95; 8/95; 7/96; 1/97; 1/98; 1/99; 1/00; 7/00; 1/01; 5/01; 11/01; 3/02; 10/02; 5/03; 2/04; 3/04; 6/04; 7/1/06; 6/07; 10/07; 1/08; 1/10; 4/10; 7/11; 12/11; 11/12, 1/1/13, 5/13, 1/15, 5/15, 7/15, 1/16, 1/17, 1/18, 7/19.

## APPENDIX D – SICK LEAVE ACCRUAL

All employees are provided 24 hours of sick leave when they start employment and on January 1<sup>st</sup> of each calendar year. Sick leave is then accrued at the rate of .034615 per eligible hour for all Regular and Limited Term employees. Temporary and Intermittent will be provided 24 hours when they start employment and on January 1<sup>st</sup> of each calendar year. Temporary and Intermittent employees will accrue at the rate of .016667 and will be capped at a maximum of 48 hours.

Eligible hours for accrual of sick leave include:

- Bereavement
- Birthday
- Double Time
- Over Time
- Floating
- Holiday
- Jury Duty
- Line Instructor Pay
- Other
- Regular
- Sick
- Vacation

Accrued sick leave can be taken during the employee's probationary period and may be carried over from year to year with no maximum accrual limit for Regular and Limited Term employees. Temporary and Intermittent employees have a maximum accrual cap of 48 hours.

### **Proposed Policy:**

Regular/Limited: (24 hours frontloaded) + (.034615) x (2080 hours) = 96 hours

Temp/Intermittent: (24 hours frontloaded) + (.016667) x (1440 hours) = 48 hours

### **Old Policy:**

Regular/Limited: (.046154) x (2080 hours) = 96 hours

Temp/Intermittent: (.03333) x (1440 hours) = 48 hours