

AGREEMENT

Between



AFL-CIO

**DIVISION 265
AMALGAMATED TRANSIT
UNION
AND**



OCTOBER 1, 2015

THROUGH

SEPTEMBER 30, 2018

AGREEMENT

BETWEEN

SANTA CLARA VALLEY

TRANSPORTATION AUTHORITY

AND

AMALGAMATED TRANSIT UNION

DIVISION 265

OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018

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PREAMBLE

This is an Agreement by and between the SANTA CLARA COUNTY TRANSPORTATION AUTHORITY), hereinafter referred to as "VTA" and DIVISION 265 of the AMALGAMATED TRANSIT UNION AFL-CIO, hereinafter referred to as the "Union."

This agreement is divided into four parts. Part A - General Provisions is applicable to all employees. Parts B, C, and D are applicable to Operating Section, General Maintenance Section, and Information Services, respectively.

By its own terms and conditions, the previous agreement between the parties remained in full force and effect while negotiation of this Agreement proceeded.

Except in those instances where an explicit effective date of a provision is specified in this Agreement, all provisions of this Agreement which differ from the previous agreement shall become effective upon the date of ratification which shall be the date of ratification of the party last ratifying.

The following shall apply when interpreting this Agreement:

He/She - All references in this contract to the male gender shall apply to the female gender equally.

Year - All references to year shall mean calendar year unless otherwise specified.

Day - All references to day shall mean calendar day unless otherwise specified.

Notices - Notices required by law or by this Agreement shall be deemed given/sent when posted per VTA practices or when deposited in the U.S. mail with postage prepaid and addressed to the last known address of record or when personally delivered.

Automatic Extensions of Time - If the last day for doing an act required by law or by this Agreement falls on a Saturday, Sunday or holiday observed by the business office of either VTA or Union, the time for doing the act shall be automatically extended to and include the next day of regular work by such business office.

SECTION 1 - UNION RECOGNITION

VTA recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

VTA and the Union agree that neither party will recommend or advocate the inclusion of any employees, who are not employees of VTA, in any bargaining unit to be established in VTA.

SECTION 2 – JURISDICTION

.1 Jurisdiction

All ongoing dispatching, fare inspection, movement and operation of equipment, including the dispatching of equipment, as well as repair maintenance of all transportation equipment of VTA, whether owned or leased, shall be performed by employees in the bargaining unit, or units, of VTA. This shall include routine repair, non-warranty transmission work, engine overhaul, body and fender work, upholster, bus radio and electrical systems, painting, light rail hydraulic pumps, light rail fan assemblies, couplers, and all work customarily performed by transferring employees of acquired companies. Notwithstanding the above, in order for VTA to receive SB620 funds, VTA is not precluded from contracting with common carriers of persons under franchise or license. No person who is an employee of VTA at the time of any such contracting with any common carrier shall have his employment terminated or his regular hours of employment, excluding overtime, reduced by VTA as a result of its contracting with such common carriers. VTA warrants to the Union that it has carefully surveyed its operating needs for the duration of this agreement and has concluded it has no need to contract with such carriers for existing service or for any expansion of service unless any area to be served is then being served by such a common carrier except as provided herein.

This shall not preclude VTA from contracting out to private industry specialty repair or maintenance equipment work that is not of an ongoing nature provided, that if work of a particular type is of a volume equivalent to the annual hours of work of a permanent employee of VTA, VTA shall, within a reasonable amount of time, create a position within the bargaining unit to perform the work. Provided that if capital expenditures for equipment or facilities would be necessary, VTA will not be required to do the work in-house or create a position unless a VTA cost analysis demonstrates that the capital expenditures and position creation are cost effective.

VTA may also contract out towing, paratransit, and the work relating to radiators, gear boxes, and tires to private industry; provided, however, if VTA determines to have the work performed by employees, it shall be by employees within the bargaining unit.

Warranty work may be performed by the manufacturer provided that the manufacturer's warranty will not be longer than that normally provided on like equipment.

VTA may contract out Light Rail emergency work, or specialty equipment work or when there is a lack of specific skills that make such contracting out necessary for the following:

- Complete motor rewinds (excludes removal from train).
- Air conditioning compressors and air compressors when electrical components need replacement or repair off property (may be testing on property).
- New construction or emergency reconstruction of track laying, track relocation, heavy duty track maintenance, and high voltage electrical overhead line replacement: When special equipment or machinery is needed which VTA does not normally have, or in the case of an emergency of such proportions that VTA personnel cannot accomplish the repairs.
- It is understood that Light Rail employees normally will work with any outside personnel in these emergency situations.

ATU shall have jurisdiction over rail feeder services provided by VTA which includes DASH, River Oaks and Great America light rail feeder shuttle services. VTA will no longer contract for any rail feed services.

The amount of hours that VTA may subsidize is 50,000 hours per year for rail and/or bus feeder shuttle services. ACE and Caltrain shuttles are not included in these annual hours. As a result of these subsidies no existing service and employees will be reduced or eliminated.

.2 Record Keeping

VTA agrees a log will be kept of specialty repair and maintenance equipment work which is not of an on-going nature that is being contracted out. The Union shall be permitted access to the log during normal business office hours and with prior arrangements. The parties agree to meet once a month, or on an otherwise agreed upon schedule, to discuss the contracting out log and any other relevant jurisdiction issues.

.3 Resolution of Jurisdiction Disputes

The parties agree that the rapid resolution of jurisdiction disputes is in the best interest of VTA and the Union. Disputes under this Section will be resolved as provided in Section 19.

The parties agree that a common sense standard shall be used when discussing jurisdiction issues, in determining if a jurisdiction dispute exists, in attempting to resolve said disputes, and in the arbitration of any dispute.

.4 Advisory Committee - Contracting Out

VTA shall establish a joint advisory VTA-Union Committee to facilitate communications between the parties as to work being considered for contracting out, and the advisability of having such work performed by present employees.

The Committee shall be comprised of four members, two appointed by VTA and two appointed by the Union. The Committee shall keep written minutes and shall meet monthly, unless no contracting out issues are pending.

SECTION 3 - UNION SECURITY

.1 Membership

As a condition of employment, all employees covered by this Agreement must become members of the Union within 30 calendar days after their employment and must maintain membership in good standing in the Union for the term of this Agreement.

If an employee fails to apply for membership in the Union within 30 calendar days after their employment or fails to maintain their membership in good standing in the Union, the Union may give the designated VTA representatives written notice of this fact and within five days after receipt of this notice, VTA shall terminate the employment of the employee.

.2 Payroll Deductions

VTA agrees to make payroll deductions according to the terms and conditions of the authorization to deduct membership fees, dues and assessments as may be levied by the Union. The Union will hold VTA harmless from any claims on account of any such deductions.

.3 New Employees

VTA shall inform each new employee at the time of their employment of the existence of this Agreement and refer them to the Union where a copy of said contract may be obtained.

.4 Transaction of Union Business

The Union President or authorized representative shall be permitted by VTA to transact any Union business on the premises of VTA, but the transaction of Union business shall not delay the scheduled work assignments of any employee.

.5 Information to be Furnished by the Union and VTA

a) Authorized Representatives

The Union shall provide VTA with a written list of the Union's officers and authorized representatives. VTA shall provide the Union with a written list of VTA officers and authorized representatives. Each party shall provide the other with any changes in these lists within 10 calendar days after such changes are made.

b) Turnover List

Each month VTA shall forward to the Union the names of all persons in positions covered by this Agreement who enter or leave VTA employment. Such list shall include the designated Section, Division, or work unit to which such persons are or were assigned, the reclassification of maintenance employees, and the names of employees who are leaving or returning from military service. VTA shall notify the Union upon an employee's permanent transfer from one Section to another and indicate the date of such transfer.

c) Personnel Records

The President or authorized representative will be allowed to examine all personnel records that deal directly with the employee's work record. The Union President or authorized representative must have written authorization from an employee represented by the Union prior to the examination of any portion of such employee's personnel record which relates to the employee's personal life. VTA will respond to information requests within ten (10) working days provided the request is reasonable and included in the employee's personnel file and not prohibited by law. All requests to examine personnel records must be made to VTA Personnel.

d) Seniority Lists

VTA shall provide the Union with seniority lists for all VTA employees ten (10) working days prior to the posting of each sign up for operators and semi-annually for maintenance each year in accordance with Section 7.3, of this Part A.

.6 Bulletin Boards

VTA will erect glass-enclosed, locked bulletin boards in the Operating, Maintenance, and Information Services areas. Keys shall be given to authorized Union officers. The Union may post notices of meetings and other union business. Material pertaining to political matters, to any dispute involving any employer other than VTA or to any labor organization other than the Union may not be posted.

VTA shall furnish the Union with copies of all posted bulletins and the Union shall furnish VTA with copies of all Union bulletins which shall be signed by the authorized Union officer.

SECTION 4 - NO DISCRIMINATION

VTA and the Union agree that there shall be no discrimination because of race, creed, color, age, disability, sex or Union activity.

SECTION 5 - WAGES

.1 Hourly Wage Rates

Effective October 1, 2015, Wage Rates for all classifications represented are as follows:

Bus Operating Section

Bus Operator Trainee	\$16.17 per hour
Bus Operator	\$32.33 per hour
Bus Dispatcher	\$36.65 per hour
Transit Radio Dispatcher	\$36.65 per hour

Bus Maintenance Section

Service Mechanic	\$32.73 per hour
Support Mechanic	\$33.95 per hour
Transit Mechanic (G)	\$35.26 per hour
Transit Mechanic	\$40.99 per hour
Hydrogen Mechanic	\$43.02 per hour
O & R Mechanic	\$40.99 per hour
Paint & Body Worker	\$40.99 per hour
Upholsterer	\$40.99 per hour
Transit Foreperson	\$44.67 per hour
O & R Foreperson	\$44.67 per hour
Paint & Body Foreperson	\$44.67 per hour
Upholstery Foreperson	\$44.67 per hour

Information Services Section

Information Services Representative	\$29.29 per hour
Senior Information Representative	\$32.14 per hour

General Maintenance Section

Facilities Worker	\$28.00 per hour
Service Worker Foreperson	\$33.95 per hour
Service Worker	\$31.52 per hour
Parts Clerk	\$32.20 per hour
Electronic Technician	\$40.99 per hour
Parts Foreperson	\$39.86 per hour

Effective February 2, 2004 employees in Facilities Worker, Service Worker, Parts Clerk, Electronic Technician, and Parts Foreperson classifications in the Bus Maintenance, Rail Maintenance, and Systems Maintenance Sections were transferred to the General Maintenance Section.

Rail Operating Section

Rail Operator Trainee	\$16.17 per hour
Rail Operator	\$32.33 per hour
Fare Inspector	\$33.09 per hour
Dispatcher	\$36.65 per hour

Rail Maintenance Section

Paint & Body Worker-LR	\$40.99 per hour
Electro-Mechanic	\$40.99 per hour
Foreperson - LR	\$44.67 per hour
Paint & Body Foreperson-LR	\$44.67 per hour

Rail Station and Wayside

Maintenance Worker	\$28.00 per hour
Lead Maintenance Worker	\$29.38 per hour

Rail Track

Track Worker	\$35.26 per hour
Senior Track Worker	\$40.99 per hour

Rail Power and Signal

Light Rail Power Foreperson	\$51.94 per hour
Substation Maintainer	\$48.15 per hour
Overhead Lineworker	\$48.15 per hour

These Wage Rates shall increase with each adjustment detailed below.

.2 Wage Adjustments

During the term of this contract, all classifications covered by this Agreement, shall be entitled to the adjustments set forth below. These Wage Rates shall be used in the computation of all rates paid to each employee as the Wage Rates change by the adjustments described below. Until 3/22/10 this includes a twenty-five cents (\$.25) per hour contribution that is placed into the Spousal Medical Fund and an additional ten cents (\$.10) per hour contribution that is placed into the Retiree Vision/Dental Fund, and an additional two cents (\$.02) per hour contribution is being deducted from the wage rate and placed into the Joint Workforce Investment. (NOTE: The two cents (\$.02) per hour contribution into the Joint Workforce Investment was never subtracted from the wage rates, it was always taken as an employee deduction, and therefore is included in the amounts shown above.)

Until 3/22/10, wage rates shall be determined by adding the cents per hour for the Spousal Medical Fund and Retirees Vision/Dental Fund to the Wage Rate for each classification and multiplying the result by one (1) plus the adjustment percent. The result shall be adjusted to

the nearest cent and deducting the cents per hour contribution for the Spousal Medical Fund and Retirees Vision/Dental Fund.

On 3/22/10, the twenty-five cents (\$.25) per hour contribution that was being placed into the Spousal Medical Fund and the additional ten cents (\$.10) per hour contribution that was being placed into the Retiree Vision/Dental Fund will be added back into the wage to establish the current wage.

For future adjustments during the term of this Agreement, wages shall be determined by multiplying the current wage by one (1) plus the adjustment percent. The result shall be adjusted to the nearest cent and this shall be the new wage. (See Pension Sideletter for further details regarding this transition.)

Parity

Effective 9/8/08, the top wage rates for Transit Radio Dispatchers will be moved to Dispatchers' rate and the top wage rate for Maintenance Worker will be moved to Facilities Worker rate. Lead Maintenance Worker will remain at 5% above Maintenance Worker.

.3 Progression Periods and Rates

There are 3 progression periods for ATU employees.

- a) The following classifications have a 24 month progression rate:
Transit Mechanic (G), Transit Mechanic, O & R Mechanic, Hydrogen Mechanic, Service Mechanic, Paint and Body Worker (Bus & Rail), Upholsterer, Foreperson (Bus & Rail), Electronic Technician, Electro-Mechanic, Light Rail Power Foreperson, Substation Maintainer, Overhead Lineworker, Senior Information Services Representative, Senior Track Worker and Track Worker. The progression periods and rates for employees in these classifications are as follows:

First 12 months of employment - 88% of applicable rate

Next 12 months of employment - 94% of applicable rate

Thereafter - 100% of applicable rate

- b) Effective 1/12/2009, all new Bus Operators shall have a 48 month progression period as shown below:

Trainee rate is 50% of Bus Operator rate.

Following completion of training,

First six months of employment 60% of applicable rate

Next six months of employment 65% of applicable rate

Next six months of employment 70% of applicable rate

Next six months of employment 75% of applicable rate

Next six months of employment 80% of applicable rate

Next six months of employment 85% of applicable rate
Next six months of employment 90% of applicable rate
Next six months of employment 95% of applicable rate
Thereafter - 100% of applicable rate

c) Effective 02/05/2001, all new employees, in any other classification not listed above and all Bus Operators hired prior to 1/12/2009 shall have a 42 month progression period as shown below:

Trainee rate is 65% of applicable rate.

Following completion of training,

First twelve months of employment 70% of applicable rate
Next six months of employment 75% of applicable rate
Next six months of employment 80% of applicable rate
Next six months of employment 85% of applicable rate
Next six months of employment 90% of applicable rate
Next six months of employment 95% of applicable rate
Thereafter - 100% of applicable rate

The elimination of the Community Bus Operator (CBO) classification is effective January 12, 2009. At that time the existing employees within the CBO ranks will be transitioned to the new Bus Operator progression rate based upon time already spent in the old progression steps.

Seniority ranking for this group will be the January 12, 2009 and moved into the Bus Operator class in the same sequence.

New Bus Operators are Apprentice Bus Operators. Training should be completed before the effective day of the new Sign-Up service. During training Apprentice Bus Operators will bid from selected Community Bus weekly work assignments before other Operators bid in the Divisional Sign-Up. After this initial Sign-Up, Apprentice Bus Operators will bid their full seniority at the next Sign-Up. All Operators will be paid based upon the step on the progression they are on rather than the type of equipment operated. Operators driving Community Bus equipment may be required while in service to refuel to avoid running out of fuel.

Operators will be enrolled in the joint labor/management training, mentoring and support program (JWI) with an apprenticeship term as determined by the program.

Employees who leave the service of VTA and are rehired or recalled into the classification that they left will enter the step progression that they left with applicable credit for the time they accrued as an employee. VTA may hire employees to any step in the progression that it, in its discretion, chooses.

SECTION 6 - PROBATION

The probationary period shall be a trial period during which VTA is to judge the ability, competency, fitness, and other qualifications of employees to do the work for which they are employed.

All new employees shall be on probation immediately following their date of hire for the period of formal training and for 180 calendar days following completion of said training. If an employee is absent from work for good cause during the probationary period, probation may be extended to meet the required probationary period by mutual agreement of VTA and the Union to allow the employee to complete the full probationary period as defined in this Section. New probationary employees may be disciplined, or discharged at the total discretion of VTA and such actions shall not be subject to review under any provision of this Agreement.

All employees who are promoted or transferred to a new classification shall be on probation immediately following their date of promotion or transfer for the period of formal training and for 180 calendar days following completion of said training. If an employee is absent from work for good cause during the probation period, probation may be extended to meet the required probationary period by mutual agreement of VTA and the Union to allow the employee to complete the full probationary period. If such an employee fails to complete such probation successfully, they may be returned to their former classification without loss of seniority.

SECTION 7 - SENIORITY/YEARS OF SERVICE

.1 Seniority/Years of Service

Seniority and years of service shall accumulate during continuous service worked for VTA or its predecessor(s). VTA seniority and years of service shall commence upon the first day of paid service with VTA or its predecessor(s). Classification seniority shall commence upon the first day of paid service in the classification within either the Bus or the Light Rail Division with VTA or its predecessor(s) (except as outlined in the Light Rail Implementation Agreement and in Part C, Section – 9 Completion of New Classification Implementation).

.2 Use of Seniority

Contingent upon competency and qualifications where applicable, classification seniority shall prevail in selection of Divisions and shifts, runs, and days off and VTA seniority shall prevail in selection of vacation. Employees assigned to the Light Rail Division shall be committed to the Division except as outlined in the Light Rail Implementation Agreement.

.3 Seniority Ties

All questions of seniority shall be determined by the Union. When two or more employees first commence paid service on the same date, they shall draw numbers in a lottery to determine their positions on VTA and the first classification seniority lists. The lottery shall

be conducted by the Union. A VTA representative may be present at the drawing at VTA's request. The Union shall inform VTA of its determinations of seniority.

.4 Tacking Seniority in Higher Classification

So long as an employee remains within a Section as described in Section 8 – Change of Classification of this Agreement, if the employee is promoted to a higher paid classification, their accrued seniority in the lower classification shall be maintained. Seniority in the higher classification shall be added to that obtained in the lower classification if the employee is returned to such classification. Except as outlined in the Light Rail Implementation Agreement, this guarantee does not apply in those instances where employees promote from either a Bus Division to the Light Rail Division or from the Light Rail Division to a Bus Division.

.5 Restored Seniority/Years of Service

An employee who leaves a classification covered by this Agreement to become employed in a position at VTA which is not in the bargaining unit who does not successfully complete the nine month probationary period, may be returned to their former classification without loss of seniority or years of service.

Operators will be returned to the Extra Board and bid their full seniority at the next quarterly Sign Up. All other employees will return to their former classification to the last position bid or unbid in the system, and employees will bid their full seniority at the next scheduled Sign Up.

.6 Restored Seniority Between Sections/Previous Classification

An employee who leaves a classification under the Change of Classification provision, Section 8.8, may return to his/her former classification without loss of completed years of seniority in that previous classification. Seniority rights will commence at the sign-up immediately following the return to former classification.

SECTION 8 - CHANGE OF CLASSIFICATION

.1 Change of Classification

A non-temporary change of job classification that includes promotions, transfers, voluntary demotions, and movement from one classification to another at the same pay level.

.2 Preference for Change of Classification

In accordance with this Agreement, VTA, whenever practicable, shall fill vacancies by change of classification, if qualified employees are available. As used throughout this Agreement, "qualified" and "qualified employee" refers to an employee who is qualified by knowledge, skill and efficiency, and is physically able to perform the job. Qualifications shall be determined by VTA.

.3 Applications for Change of Classification Lists

VTA will develop and implement procedures through which employees may submit requests for changes of classification which will include the following windows:

- a) Employees may apply for placement on change of classification list(s) following completion of qualifications as established by VTA through periodic windows.

Employees may apply for change of classification from March 1st through March 15th and from September 1st through September 15th each calendar year for the term of this agreement. Changes in the dates of these windows will be mutually agreed to, in writing, by VTA and the Union.

- b) Employees who have an industrial injury or other physical limitation which precludes performance in their classification shall have 30 working days from receipt of this determination, in accordance with procedures established by VTA, to submit to appropriate VTA officials a request for a change of classification.
- c) Employees who fail to submit timely requests for placement on change of classification lists shall not be considered for change of classification until the following change of classification window.

.4 Training and Training Lists

- a) If training for Change of Classification is offered by VTA, employees will be placed on a Training List in the same seniority as established for Change of Classification lists in .9 of this Section.

Training offered on VTA time shall be limited to employees within the skill area first and within the Section offering training second.

- b) Applicant Training Lists shall expire when training vacancies have been filled.
- c) Employees shall receive the rate of pay for the classification for which they are being trained, or their normal rate of pay (whichever is higher), during training for Change of Classification. Pay shall be based on the number of hours normally scheduled to work (e.g. Operators shall receive run pay during training) but overtime shall not be received.

.5 Removal from Change of Classification and Training Lists

An employee's name shall be removed from the Change of Classification and Training Lists for reasons including:

- a) Written or oral refusal of an offer of change of classification or training.
- b) Individuals no longer employed with VTA.
- c) Appointment to the vacant position.
- d) Failure to meet minimum qualifications.
- e) Request for removal in writing.

.6 Wages Upon Change of Classification/Transfer

The wage to be paid upon change of classification shall be the full wage rate for the new classification, unless the employee is still in their progression period, in which case the progression period shall continue until completed, based upon the wage rate for the new classification. When an employee moves from a classification with a shorter progression period than the progression period of the classification to which they are moving or vice versa, and has not yet served one full progression period, the employee shall be paid at the rate nearest his/her current rate without going below his/her current rate. Employees will complete their progression period in the new classification; however, in no case will an employee serve in a progression period longer than the longest progression period of any classification in the Agreement.

A Bus Operator filling an entry level vacancy for Rail Operator shall not be required to take a reduction in wages.

.7 Seniority

Seniority in the new classification shall commence on the first day of paid service in the new classification. When two or more employees commence paid service in the new classification on the same day, their seniority order as it stood on the Change of Classification List shall be maintained in the new classification.

If an employee who is promoted to a higher classification within the bargaining unit does not prove satisfactory during probation, the employee shall return to his or her former job classification without loss of seniority. Employees who wish to return to their former class during probation may do so by providing a written request to their supervisor and union representative. In such cases, employees shall waive their right to apply for a position in this same classification for the next two (2) regular Change of Class windows or any special Change of Class windows that may open during that same time period.

.8 Change of Classification Lists

Placement on a Change of Classification list shall be determined by classification seniority. Change of Classification vacancies shall be offered in the following order:

- a) Employees within a skill area (skill areas are identified in subsection 8.9).
- b) Other employees within the Section.
- c) Other employees outside of the Section.
- d) Other classifications outside the Section in order of classification seniority shall be considered in filling remaining entry level vacancies before selection is made from outside VTA.

Entry level positions are:

Rail Operator Trainee	Facilities Worker
Bus Operator Trainee (Full-time)	Maint. Worker-LR
Bus Operator Trainee (Part-time)	
Information Services Rep.	

The change of classification lists will not expire unless skills, knowledge and abilities are changed by VTA for the job classification. Those employees remaining on the change of classification list will be notified of such changes and the procedure to be followed for placement on the new list. All employees on the list will be notified of the expiration of the list.

.9 Classification Seniority and Lines of Progression

a) The lines of progression for Bus and Rail for Operations Section and Information Services Section are as follows:

Bus Operating Section

1. Dispatcher
2. Transit Radio Dispatcher/Bus Operator
3. Bus Operator
4. Bus Operator (Part Time)

Rail Operating Section

1. Dispatcher LRT
2. Fare Inspector/Rail Operator
3. Rail Operator

Information Services Section

1. Senior Information Representative
2. Information Services Representative

b) Maintenance Classifications as follows:

The line of progression for Bus Maintenance skill areas shall consist of the following:

Division Maintenance

1. Transit Foreperson
2. Hydrogen Mechanic and Transit Mechanic
3. Electronic Technician
4. Transit Mechanic (G) (No appointments shall be made to this classification)
5. Support Mechanic
6. Service Mechanic
7. Service Worker Foreperson
8. Service Worker
9. Facilities Worker

Overhaul & Repair (Mechanical)

1. O & R Foreperson
2. O & R Mechanic and Hydrogen Mechanic
3. Transit Mechanic
4. Electronic Technician
5. Support Mechanic

Paint & Body (Body Repair)

1. Paint & Body Foreperson 1.Upholstery Foreperson
2. Paint & Body Worker 2.Upholsterer

Parts

1. Parts Foreperson
2. Parts Clerk

The line of progression for Rail Maintenance are as follows:

Division Rail

1. Foreperson
2. Paint & Body Foreperson-LR
3. Electro-Mechanic
4. Electronic Technician
5. Paint & Body Worker

Rail Power and Signal

1. Light Rail Power Foreperson
2. Overhead Lineworker/Substation Maintainer

Rail Track

1. Senior Track Worker
2. Track Worker

Station Maintenance

1. Lead Maintenance Worker
2. Maintenance Worker

When there is a tie between any classifications the Union will determine rank. The Union will use integrated seniority within Sectional lines of progression. The person who has the highest seniority in their current classification shall be next in line for promotion.

.10 Posting of Change of Class Lists

Copies of all change of class lists will be made available at each major VTA work location (e.g. Chaboya, Cerone, North, Light Rail, River Oaks). Personnel will update the lists each time there is a change to the list.

.11 Change of Class List During a Layoff

Employees who are laid off will be called back to vacancies within their classification as provided in Section 9 of this Part A.

Change of Class Lists will be revised during a layoff process and will provide for qualified employees, laid off or displaced (returned to former class due to layoff), to be placed on the Change of Class list according to the following:

- Employees who are unable to or chose not to displace another employee and are therefore laid off, shall be identified as Group A and will be informed of a special Change of Class list window and placed at the top of the Change of Class List for all positions for which they apply during the window.
 - Employees displaced will be placed on the Change of Class list for the classification from which they were displaced, and shall be identified as Group B and will be placed below Group A. For all other classes for which they apply, they shall be considered to be in Group C.
 - Those employees not affected by the layoff shall be identified as Group C and will be placed below Group B.
- a) Vacancies to be filled from the change of class list shall occur in the following order:
1. Group A in seniority order.
 2. Group B in seniority order.
 3. Group C in seniority order.

Preferential ranking of employees on Change of Class lists impacted by the layoff shall remain in effect until such lists expire or three (3) years from the employee's layoff or displacement.

- b) Names on Change of Class lists as described in this subsection shall be removed from the list as provided in Section 8.5 of this Part A.

SECTION 9 - LAYOFF

.1 Layoff Procedure

In the event of a reduction of forces, employees shall be laid off in inverse order of classification seniority. VTA shall give the employee who is to be laid off not less than five days notice by letter of intention to lay off or shall pay three days' pay in lieu of such notice.

Any employee who is laid off under the provisions of this Section shall have the choice of one of the following options:

- a) Accepting their severance pay as provided in Section 9.5 of this Part A and terminating employment with VTA.
- b) Accepting an assignment in seniority order to a classification in which seniority status has previously been established and being placed in lay off order on the top of the change of classification list from which they were displaced.
- c) Leaving their severance pay with VTA, maintaining good standing with the Union, and placing their name on the call-back list in order of seniority. Employees on call-back lists shall accumulate seniority.

.2 Outside Employment Prior to Scheduled Layoff

When employees are scheduled for layoff and obtain outside employment and leave VTA prior to the layoff date, such employees will be placed on the call-back list for their classification. The position on the call-back list is determined by seniority, but will be below all employees who are actually laid off in their group.

.3 Re-employment of Laid-Off Employees

An employee's right to call-back shall expire in three years from the date of the employee's layoff.

Those qualified VTA employees who are on call-back lists shall be given preference in filling vacant positions. Upon expiration of the call back list, remaining vacancies within the classification will be filled as provided in Section 8, Change of Classification of this Part A.

Failure to respond within ten (10) working days of the date of the callback letter or refusal to accept the first offer of re-employment within the classification the employee was laid off from shall cause the name of the employee to be dropped from a call-back list.

Notification of the opportunity to return to active employment with VTA shall be by registered mail to the last known address. Upon request, VTA shall provide the Union with a list of former employees who were on the call-back list and indicate which persons have been contacted to return to work and whether they accepted or refused the offer of work or failed to give a timely response.

Employees dropped from call-back lists and employees not called back within three years are entitled to severance pay as provided in Section 9 of this Part A.

.4 Severance Pay

Any employee with thirty-six (36) months or more of service with VTA who is laid off due to reduction in force shall receive one hundred dollars (\$100) for each twelve (12) months or major fraction thereof (greater than six (6) months) of service, subject to the provisions of Section 9 of this Part A.

Any employee who has thirty-six (36) months or more of service with VTA, who cannot perform VTA work because of physical disability incurred through illness or non-occupational injury and certified by physician's report, shall receive one hundred dollars (\$100) for each (12) months or major fraction thereof (greater than six (6) months) of such service, provided such employee cannot qualify for a pension.

.5 Option to Return to Former Class

Former bargaining unit members who promote(d) to a non-bargaining unit position within VTA after August 10, 2007, shall have the option, if laid off, of returning to their former bargaining unit classification with previous accrued seniority if the layoff occurs within five (5) years of their promotion.

SECTION 10 - HOLIDAYS

.1 Holidays

The following holidays shall be observed on the day legally designated by the State of California:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Any of the above holidays falling on Sunday shall be observed on the following Monday. Any of the above holidays falling on Saturday shall be observed on that Saturday.

.2 Birthday Holiday

Each employee shall have a holiday on their birthday except for new hire employees during initial training.

.3 Floating Holidays

- a) There shall be five floating holidays (two of which are in lieu of Veteran's Day and Washington's Birthday previously provided, and one in recognition of the birthday of Martin Luther King) which shall be bid on the date(s) as part of the annual vacation sign-up.

Employees may prebid all or part of their Floating Holiday allotment for the year at the Annual Sign-Up. All allotted Floating Holidays not bid by the employee shall be retained by the employee for future bid or cash-out.

b) After the Annual Sign-Up, Floating Holidays may be scheduled as outlined in the Floating Holidays Bid After Annual Sign-Up Memorandum of Agreement.

- Floating Holidays not used by the end of the year will be paid off at a rate of eight hours per day, in the first pay period ending in the next calendar year.
- Employees who retire or leave employment with VTA prior to the end of the year and who have not used all of their Floating Holidays will be paid off at a rate of eight hours per day for the unused portion that they are entitled to receive based upon the following criteria:

Date of Termination	Holiday Entitlement
Between 1/1 and 3/31	2
Between 4/1 and 6/30	3
Between 7/1 and 9/30	4
Between 10/1 and 12/31	5

c) Employees hired in the calendar year in which holidays are to be taken shall be entitled to select Floating Holidays according to the following criteria:

Date of Hire	Holiday Entitlement
Between 1/1 and 3/31	5
Between 4/1 and 6/30	4
Between 7/1 and 9/30	3
Between 10/1 and 11/30	2

A new employee may select the day(s) on which the Floating Holiday(s), to which they are entitled, will be taken after the employee has been assigned to a Division. Such selection shall be limited to dates which are available after completion of the employee's probationary period.

d) Excused Leaves - Employees requesting full days of excused leave may, with the approval of the Union, use their available Floating Holidays before being placed on an unpaid status. Employees are required to identify which specific Floating Holiday they wish to exchange for the excused leave. Employees will then be required to work the scheduled Floating Holiday they used for the excused leave.

.4 Holiday Pay

Employees who perform actual work on the holidays listed in this Section, shall be paid at two and one half (2 1/2) times the straight time rate. Such employees are guaranteed a minimum equal to 20 hours of pay at straight time rate.

When one of the above holidays falls on an employee's regular assigned work day and such employee does not work because of the holiday, the employee shall be paid at regular run or shift rate. Employees shall work the last scheduled work day before and the first scheduled work day after the holidays listed in Section 10.1 to be eligible for holiday pay, except for absences due to military leave, funeral leave, jury duty, or other excused, paid, or partial day absence. This provision applies only to an absence of a full day or longer that are due to illness, industrial injury, or unexcused unpaid leave. The purpose of this provision is to discourage extension of the holiday.

.5 Holidays During Vacation and Non-Work Days

If any holiday specified in this Agreement above falls within an employee's vacation period, such employee shall receive an additional day's vacation with pay to be taken either the day before the vacation begins or the day after the vacation ends. Not more than one-half of the employees who select a vacation period during which a holiday occurs may select the day before the vacation period begins. Such selection shall be made during the vacation posting in December and shall be based on VTA seniority within the Division.

If a holiday specified in this Agreement falls on any other of the employee's non-work days, the employee shall be compensated for the holiday by receiving one day's pay.

.6 Holidays Not Observed

All holidays under this Agreement are guaranteed holidays except that holidays shall not be observed during unpaid leaves of absence if such leave has continued for at least 10 working days prior to the holiday.

SECTION 11 - VACATIONS

.1 Annual Vacations

Depending upon vacation credits earned, employees shall be entitled to annual paid vacations as follows:

Years of Continuous

VTA Service	Vacation
01-03	2 weeks (10 work days)
04-09	3 weeks (15 work days)
10-19	4 weeks (20 work days)
20-24	5 weeks (25 work days)
25 or more	6 weeks (30 work days)

.2 Vacation Credits

On a calendar year basis, employees earn one vacation credit towards vacation for each month or major fraction thereof of continuous VTA service.

The accumulation of vacation credits shall not be affected by:

- a) Absences of one year or less due to industrial accidents or by temporary absences for Union business.
- b) Absences of 90 working days or less due to illness or non-industrial injury.
- c) Suspensions or leaves of absence whether continuous or not totaling one month or less during any calendar year.
- d) Any paid leave of absence.

Vacation credits shall not accumulate during any other absences whether continuous or not totaling one month or a major fraction thereof.

Vacation will not be cumulative and must be used during the calendar year next following the year in which it is earned.

.3 Length of Vacation and Scheduling

Lists showing vacation entitlement for all employees of VTA shall be posted not later than December 1 of each year.

The number of vacation days to which an employee is entitled shall be determined as of their VTA seniority anniversary in the year in which the vacation is taken except in the employee's first year. First year employees are entitled to the number of vacation days earned at the time of the Vacation Sign-Up.

Employees shall sign up for vacations by Division. Choice of vacation dates shall be in order of VTA seniority within their Division in the year in which the vacation is to be taken.

Splitting vacation weeks will be allowed on a voluntary basis. No employee will be forced to split a vacation. All employees who exercise the option to split will be allowed to select their vacation dates at one time.

.4 Scheduling of Released and Open Vacations

Employees may bid for vacation weeks left open after the annual sign-up, or vacation weeks vacated by retirements, resignations, terminations or FMLA absences as outlined in the ATU Memorandum of Agreement, Scheduling of Bid Vacation Slots.

.5 Vacation Pay

Vacation pay shall be determined by vacation earned and shall be based on the maximum pay for the employee's run or shift at the time vacation is taken.

Vacation pay for employees who are signed on the extra board at the time they take their vacation shall be determined by the vacation earned and shall be based on one fifty-seconds (1/52) of their previous calendar year earnings up to 10 hours per day but not less than eight hours per day.

All employees who wish to receive their vacation pay in advance of going on vacation shall notify management two weeks prior to the start of their vacation. Advances of vacation pay will be paid, less amounts to cover deductions due in each period for which the advance is paid.

If an employee selects their vacation prior to their VTA seniority anniversary in the year in which vacation is to be taken, the employee shall be entitled to take their full vacation, but shall only be paid for the vacation they had earned at the time the vacation was bid. On their VTA seniority anniversary, the employee shall become entitled to the additional pay which was not paid at the time their vacation was taken.

.6 Postponement of Vacation

If an employee is off work for at least five working days prior to the commencement of a scheduled vacation, the employee may postpone their vacation until able to return to work in the following instances:

- a) Employee is off work due to illness or non-occupational injury and five days prior to the vacation period presents a request for postponement and a doctor's certificate or other appropriate certification of illness to VTA.
- b) Employee is hospitalized within five days prior to the commencement of his vacation and notifies VTA within a reasonable period.
- c) Employee is off work due to an industrial injury.

If an employee who has postponed their vacation returns to work, the employee's vacation period shall be determined by VTA unless the employee returns during November or December of any calendar year and insufficient time remains in said calendar year to permit the employee to take their earned vacation. In this case the employee will be paid his earned vacation pay at the end of the year.

.7 Pay in lieu of Vacations

An employee may choose to work during their vacation with the consent of the Union and VTA, and will be paid at the employee's straight time rate.

.8 Vacation Pay at Termination

Upon termination of VTA service, employees shall receive the cash value of all vacation which has been earned but is unused at the time of termination. Such vacation shall be paid at the employees' run or shift rate as of the date of termination.

SECTION 12 - SICK LEAVE

.1 Sick Leave Accrual

Employees shall accumulate sick leave with pay, following the completion of one hundred calendar days from date of hire, at the rate of one day per month but not to exceed 12 days per year.

Sick leave shall not accrue during unpaid leaves of absence, except that sick leave shall accrue during leaves not exceeding a total of 20 work days per calendar year where such leave is for industrial injury, suspension or Union business.

An employee who does not use any sick leave during the calendar year, shall be entitled to one Floating Holiday in addition to the Floating Holidays normally earned.

Unused sick leave may be accumulated without limit.

.2 Sick Leave Pay

Employees shall be paid sick leave pay, provided the employee has accrued but unused sick leave earned in accordance with Part A, 12.1, when absent from work because of illness or injury or up to six working days per year of such leave to care for a sick or injured member of their immediate family or to obtain medical consultation to preserve the immediate family member's health. The employee shall also be required to submit a doctor's certificate or other appropriate certification of illness to VTA for any family sick leave use. The certification must be presented to VTA at the beginning of the employees' first regular work shift following return to work after the sick leave absence unless additional time is allowed.

Employees off work due to illness or injury shall be paid on the basis of eight hours per day for each work day absent, provided the conditions of this Section are met.

Any employee who does not work in any calendar year shall not be entitled to sick leave pay in the following calendar year unless they return to work in the following year.

Certification of illness shall be required as follows:

<u>Type of Certification Required</u>	<u>When Required</u>
1. Employee Sick Absence Form	1. First three instances per calendar year of absence of one day or less. Required for each instance.
2. Doctor's Certificate (Unless excused, then Employee Sick Absence Form must be submitted).	2. After third instance of absence of one day or less during a calendar year. Required for each instance.
3. Doctor's Certificate (unless excused, then Employee Sick Absence Form must be submitted).	3. Absences of more than one day. Required for each instance.

In addition, doctor's certificates may be required by VTA whenever the supervisor has reason to believe that an abuse of time off has occurred.

.3 Integration - SDI and Industrial Injury

Employees may integrate accrued Sick Leave with Workers' Compensation and State Disability Benefits. Integration will begin from the first day of lost time, and will occur automatically, unless the employee requests, in writing, that integration not occur. Such request will be honored prospectively only and cannot be revoked.

The employee must advise the Risk Management Department that they have applied for benefits, which are eligible for integration.

Payroll will compute the estimated amount due and make payment to the employee based on the expected benefits amount. Integration will continue until benefits have ceased or available leave balances have been exhausted, whichever occurs first.

The employee must provide confirmation to the Risk Management Department within two working days of the receipt of SDI or Workers' Compensation benefits checks: 1) the start date of benefits received under Workers' Compensation or State Disability; and 2) the weekly benefit amount. The amount of integration will be revised, as needed, based on the information received.

Employees must notify the Risk Management Department within two working days of the termination of benefits and must provide confirmation from the benefit provider of the dates for which benefits were provided and the amount received.

When integration ceases, Payroll will make any necessary adjustments, based on the actual amount of benefits received. Any overpayment will be deducted from the employee's earnings upon return to work. Substantial overpayments may be subject to a repayment program.

The employee is responsible for notifying their Supervisor and the Risk Management Department of any change in status (health, length of disability, payment amount, etc.), which would affect their integration.

- .4 An Employee Who Has Returned to Work Following a Period of Absence Due to Occupational Illness or Injury
If under Part A, Section 13.2, the employee has an authorized absence of less than a full work day for medical treatment which is paid for by Workers' Compensation the employee shall have said medical treatment and reasonable travel time charged, unless a written option under Part A, 12.3 (above) is on file, to unused but accrued sick leave up to a maximum of 40 hours per calendar year.
- .5 Sick Leave Pay Off on Death, Retirement, or Resignation
Upon death or retirement, accrued sick leave shall be paid off at the rate of 50% of the equivalent cash value. Upon resignation in good standing, workers with 10 or more years of service shall be paid up to 60 days of accrued sick leave at the rate of 25% of the equivalent cash value. All accrued balances beyond 60 days will be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value.
- .6 Sick Leave Pay/Suspended License
Any employee who is off work as a result of suspended license shall be entitled to pro-rated sick leave pay for the months or major fractions thereof, worked with VTA in a calendar year.

SECTION 13 - INDUSTRIAL INJURY/ILLNESS

- .1 Industrial Injury or Illness
Workers' Compensation shall be administered and paid as provided for by statutes of the State of California. If an employee has an industrial injury or illness, the injury or illness must be reported to VTA within 24 hours of occurrence.

If the injury is certified to be an industrial injury or illness by the Workers' Compensation Division or the Workers' Compensation Appeals Board, the employee shall be compensated for work days lost due to the injury according to Part A, Section 12.

Instances where employees are injured but are able to continue work or who see a doctor and within three hours return to work on the same day as the injury shall not be considered industrial injuries for purposes of this Section and the employee shall not suffer a loss of pay on the day of the injury.

- .2 Concurrent Leave
Approved Family Medical Leave Act (FMLA) absences shall run concurrently with Industrial Illness (II) leave. Employees will be immediately notified when VTA places them on FMLA.
- .3 Release for Medical Treatment
Employees who have been injured on the job and who have returned to work and are required to take medical treatment which is paid for by Workers' Compensation to treat their industrial injury during working hours, shall be paid in accordance with Part A, Section 12.4. To qualify for payment for this lost work time, the employees must report to the appropriate Division office immediately upon release from their doctor's office, unless excused, and submit their Medical Service Order signed by their doctor.

SECTION 14 - LEAVES OF ABSENCE

- .1 Approved Leave
Leave of absence without pay shall be granted and seniority shall accumulate. During such leave(s) of absence, proper documentation is required for the leave and must be submitted as soon as possible.
 - a) Service on business of the Union or its International Organization.
 - b) Physical and mental conditions rendering the employees unable to perform their duties. Such leave is limited to two calendar years from the initial date of the leave. Employees who return to work and perform the functions of their classification for less than 30 consecutive calendar days shall not break this two year limit. If the employee is unable to return to the employee's current classification or secure another job at VTA within this two year period, the employee will be released from employment.
 - c) Absence limited to 136 calendar days in any calendar year provided that the employee applies in writing for the approval of VTA and the Union 15 days prior to the beginning of the leave, and both approve the leave. This leave of absence shall also apply to pregnancy leave. In cases of emergency, application and approval may be given in less than 15 days prior to the leave.
 - d) Emergency leave of absence up to 10 days annually provided that VTA approves reasons submitted by the employee. VTA shall notify the Union of the effective date of such leave and the date of the employee's anticipated return. Certification must be presented to VTA at the beginning of the employee's first regular work shift following return to work after the leave of absence unless additional time is allowed.

- e) Leave of Absence approved by VTA and Union.
- f) Effective with the date of this contract, leaves of absence due to disability covered by Workers' Compensation shall be limited to two calendar years. Employees who return to work and perform the functions of their classification for less than 30 consecutive calendar days shall not break this two-year limit. If the employee is unable to return to the employee's current classification or secure another job at VTA within this two year period, and, if appropriate is notified of pension eligibility, the employee will be dropped from the employment rolls.

Any employee who goes on leave of absence according to Sections 14.1(b), 14.1(c), 14.1(d), or 14.1(f) and who accepts gainful employment while on leave, terminates employment with VTA.

Employees shall submit the Employee Sick/Absence Form to VTA and where possible at least 15 days prior to the anticipated commencement of leave.

.2 Military Leave

The provisions of the Military and Veterans Code of the State of California shall govern the military leave of employees of VTA. Employees absent from work due to ordered military service, shall be paid in accordance with State law and may use accrued vacation and Floating Holidays to make up the difference between such paid military leave and full salary.

.3 Bereavement Leave

All employees covered by this Agreement, shall, in the event of the death of employee's spouse/registered domestic partner, children of either spouse/registered domestic partner, parents of either spouse, step-parents of either spouse, the brother or sister of either spouse, the employee's grandchildren, or the employee's grandparents, be entitled to three (3) days off work with pay to attend the funeral/memorial service. If the funeral/memorial service is out of state, two additional funeral/bereavement leave days may be charged to sick leave accruals.

In the event the employee cannot return to work, he or she will be allowed to apply sick leave credits for the additional time off and shall give notice to VTA twenty-four (24) hours prior to the scheduled assignment.

Employees shall be paid for each regularly scheduled work day taken for funeral/bereavement leave at their regular run or shift rate.

.4 Jury Duty

Employees who receive notification to report for any kind of jury service shall notify VTA management immediately.

Employees who have weekdays off and are selected to serve on a jury for more than five consecutive days may request to arrange a change to their work schedule for the duration of jury service.

An employee who reports for jury duty and who submits proof of their jury service served on a regular run work day shall be paid for each day served at the employee's regular run or shift rate less any compensation received for jury function. Jury duty mileage reimbursement will not be deducted from the employee's regular run or shift rate, as mileage reimbursement is not considered compensation received for jury function. Days off for employees on jury service shall be adjusted to conform to those of the court. The employee must keep VTA informed of their status and any changes to days off must be confirmed in advance by the employee. There shall be no loss nor gain of pay due to jury service. Jury service of more than two weeks will result in a hold down of the employee's work until their return.

Employees shall be paid for jury service only for the number of days of service necessary to fulfill the minimum yearly service requirement established for the employee's County of residence. Employees who volunteer for jury service beyond this minimum, shall not be paid by VTA for such volunteer service.

.5 Workplace Trauma Leave

While on duty, employees who are involved in a traumatic experience such as a serious accident causing great bodily injury or a fatality or an event/incident which VTA and the Union deem as a traumatic event are eligible for immediate trauma leave if the trauma is certified by the Workers Compensation or Employee Assistance Program professional.

The trauma leave shall not exceed three days, and the employee shall be paid at their regular shift or regular run pay rate.

SECTION 15-HEALTH AND RETIREMENT BENEFITS

.1 Medical Plans

VTA will offer CalPERS medical plans effective 1/1/16. VTA will no longer contract with individual medical plans effective 12/31/15. Only those medical plans offered under the CalPERS program will be offered. It is understood that CalPERS determines which medical plans will be offered, including premiums, plan design, co-payments, co-insurance, and

deductibles for each plan, if any. It is also understood that plan offerings may change from year to year.

Effective 1/1/16, VTA will contribute up to \$100 per month above the Kaiser Bay Area Family rate for all employees. Employees will pay the excess above the VTA contribution (Kaiser Bay Area Family rate plus \$100 per month).

Medical Opt Out

Employees with other medical coverage may opt out of VTA offered coverage. Employees who opt out of medical coverage shall receive a reimbursement of 50% of the employer's cost for the least expensive single medical premium under CalPERS. Verification of other coverage may be required on an annual basis. Employees married to or the registered domestic partner of another VTA employee are not eligible for reimbursement.

Retiree Medical

Retired employees (excluding retirees who are not eligible for retiree medical coverage) and any eligible family members may choose the appropriate health plan (based on their Medicare status).

Retirees living in California

Effective 1/1/16, VTA will contribute up to \$100 per month above the Kaiser Bay Area Single Party Rate for CalPERS medical plans for retirees residing in California, regardless of Medicare status. Retirees will pay the excess above the VTA contribution of up to \$100 per month above the Kaiser Bay Area Single Party Rate.

Retirees living outside of California

Effective 1/1/16, VTA will contribute up to \$100 per month above the Kaiser Out of State Single Party Rate for CalPERS medical plans for retirees residing outside of California, regardless of Medicare status. Retirees will pay the excess above the VTA contribution of up to \$100 per month above the Kaiser Out of State Single Party Rate.

With the exception outlined below, retirees living in the U.S. or out of the U.S. are no longer eligible for a cash equivalent reimbursement and will enroll in a CalPERS medical plan where offered. Retirees who cannot enroll in any plans offered because of documented geographic location or inaccessibility shall receive the cash equivalent of the Kaiser Bay Area Single Party Rate medical plan.

Eligible spousal/registered domestic partner coverage shall be paid for by the Spousal Medical Fund (based on Fund availability). Coverage for non-eligible spouses/registered domestic

partners and other dependents shall be paid by the retiree. Should the assets of the Fund be insufficient to provide benefits, such benefits shall cease and no cost shall be incurred by the Fund, VTA or ATU, Local 265.

For survivors of retirees, VTA will pay the minimum equal employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA), whether receiving a pension or not. For eligible spouses, the Spousal Medical Fund will cover the remainder of the premium up to the Kaiser rate (Bay Area or Out of State Rate, as appropriate) minus spousal contribution. The spousal contribution rate is set by the Santa Clara Valley Transportation Authority/Amalgamated Transit Union, Local 265, Board of Pensions. If not eligible for the Spousal Medical Fund, survivors may purchase coverage through CalPERS, paid for by the survivor; VTA will contribute the PEMHCA minimum.

Upon becoming eligible, due to age or disability, retirees and Medicare eligible dependents shall be required to enroll in Medicare A and B and the applicable Medicare supplement plan in order to maintain coverage. Failure by the retiree or his/her dependents to enroll in Medicare or the Medicare supplement plan shall result in the retiree and the dependents being dropped from coverage. If dropped employees enroll in Medicare, enrollment in the Medicare supplement plan will become effective as soon as permitted by the provider or Medicare. Dependents must be enrolled in the plan that covers the retiree.

Retirees shall receive reimbursement for Medicare B premiums, not including any late enrollment penalties.

Dual Coverage

Spouses/registered domestic partners, as well as employees, employed by VTA shall not be eligible for dual medical coverage. Spouses/registered domestic partners who are both employed by VTA may choose a separate medical plan. Eligible dependents may be covered on either employee's medical plan, but not both. All non-employee dependents must be covered by the same plan.

.2 Dental Plan

Active employees and their eligible dependents shall be covered by the Delta Dental Plan, with the total monthly premium to be paid by VTA. (Group Number 3533-0011)

Basic and Prosthodontics: 90-10 - no deductible.
\$1,500 maximum per patient per calendar year.

Orthodontics: 60-40 - no deductible.

\$1,000 lifetime maximum per patient (no age limit).

.3 Vision Care Plan

VTA shall provide and fully pay for a vision care plan for active employees and eligible family members which shall provide one examination and one lens set per year and frames every two years, with a \$10.00 deductible.

.4 Life Insurance

VTA shall pay the full cost of premiums on life insurance benefits as follows:

- | | | |
|----|---|----------|
| a) | All active full-time rated employees effective February 12, 1997. | \$25,000 |
| b) | Retired hourly rated employees who retired on or after July 1, 1973 and prior to February 1, 1978. | \$ 4,000 |
| c) | Retired hourly rated employees who retired on or after February 1, 1978 and prior to January 1, 2010. | \$ 5,000 |
| d) | All active full-time rated employees effective January 1, 2009 | \$30,000 |
| e) | All active full-time employees effective January 1, 2010 | \$35,000 |
| f) | Retired employees who retire on or after January 1, 2010 | \$7,000 |

In addition, VTA will provide a \$50,000 insurance policy for all ATU represented employees who suffer accidental death or dismemberment as the result of a criminal act of violence while in the performance of their VTA duties.

.5 Flexible Spending Account (FSA)

If during the term of the agreement, the doctor's services and/or prescription copays increase more than the 2016 CalPERS Health Summary printed rates, VTA will contribute \$200 per employee into a FSA each year for the remainder of the term of the agreement. VTA will pay the full cost of the administrative fee for each employee for the FSA. If an employee elects to contribute additional funds into the account (up to the IRS maximum) the employee must complete an FSA enrollment form during open enrollment per calendar year.

.6 Premiums During Leave

During any unpaid leave of absence in excess of six months, employees will be required to pay their own monthly premium costs for the Group life coverage, dental plan, vision plan, and medical plans provided under this Agreement.

To break a leave of absence for purposes of continuing/restoring benefits and benefit contributions requires a return to active duty for a thirty (30) consecutive calendar day period. Partial days shall be counted toward the requirement. Vacation leave (paid or unpaid), which was pre-scheduled and approved in advance of the commencement of the leave of absence, and which falls during this 30-day period, shall be considered time worked in meeting the 30-day requirement. One absence (paid or unpaid) of no greater than one (1) day during this 30-day period may be taken without effect on benefits. Benefits and contributions that have been terminated shall be reinstated, upon successful completion of the 30-day active return to duty period, retroactive to the first day of return to active duty (the first day of the consecutive 30-day period). Employees who are in a protected leave status when they return to work (e.g. Workers' Compensation, FMLA, CFRA, etc.) shall have their benefits reinstated from the first day of active duty.

.7 Eligibility

All active employees, and their eligible dependents, will become eligible for health insurance and life insurance the first day of the month following employment with VTA, and will become eligible for dental and vision plan coverage the first day of the third month following employment with VTA. Coverage shall terminate on the last day of the month in which the employee and/or dependent(s) are no longer eligible for coverage.

.8 Benefits for Union Office Employees

Office employees of Union Local 265 shall be entitled to participate in all medical, dental, vision, and life insurance plans provided to VTA employees under this Agreement. The Union shall pay the full costs of all premiums for such plans.

.9 Deferred Compensation

The VTA and the Union agree that employees of the Santa Clara Valley Transportation Authority may participate in the Deferred Compensation Plan.

.10 Retirement Program

Effective the first full pay period in October 2016, ATU represented employees shall pay .95% of salary toward the required employee contribution to the Santa Clara Valley Transportation Authority-Amalgamated Transit Union (SCVTA-ATU), Local 265 Pension Plan; effective the first full pay period in October 2017, employees shall pay an additional .95% (for a total of

1.90%) of salary toward the required employee contribution to the SCVTA-ATU, Local 265 Pension Plan.

SECTION 16 - CONTINUATION OF BENEFITS

All employees shall continue to be covered by Social Security, Workers' Compensation, State Disability and Unemployment Compensation.

SECTION 17 - SAFETY

.1 Safety Committee

VTA/ATU Joint Safety Committee consists of four Union representatives, two of which shall be Union officers, and four VTA representatives. This Committee shall act in an advisory capacity to VTA in order to assist VTA in providing and maintaining safe worksites, furnishing necessary safeguards, safety devices, and safety procedures as necessary to maintain a safe working environment.

Committee meetings shall be held monthly at a mutually agreed time and place unless there is an agreement not to meet. The Committee shall act by a majority vote on all matters except that each party shall select one person to determine the time and place of meetings and to decide whether or not a meeting shall be held.

The Committee shall develop, distribute and implement procedures to be used in conducting business of the Committee. These procedures shall not violate any provisions of this Section or any other Section of this Agreement.

The Committee shall review safety practices and shall make recommendations to VTA with copies sent to the Union. In order to accomplish the safety review and develop recommendations the Committee may conduct periodic inspections of the worksites, review and analyze reports of industrial illness or injury, review hazardous substance material data sheets, review safety training programs and review newly developed safety procedures. Reviews of various materials and worksite inspections shall be made during normal business office hours where possible and shall be scheduled in advance with the appropriate VTA officials. If an inspection is held the Union and VTA each will select no more than two persons to conduct such inspection. The Union and VTA will make every effort to reach mutually agreeable resolutions of all safety problems prior to calling for assistance from other government officials and/or agencies.

.2 Safety Violations

When there is evidence that applicable city, county, state and federal safety and health rules, regulations and laws are being violated by VTA or the Union, the alleged violations may be the subject of a grievance according to the procedures of Section 19 of this Part A.

.3 Unusual Conditions

An employee's refusal in good faith to perform an assigned task because of an unusual condition which they believe threatens their life or the life of another person or puts the employee or another person in danger of serious physical injury shall not be just cause for discipline, provided that the employee's good faith belief is based on ascertainable, objective evidence supporting their conclusion that an unsafe condition of work exists, and provided further that the employee advises their supervisor of the conditions believed to be unusual as soon as possible and the basis for said belief.

SECTION 18 - DISCIPLINE AND DISCHARGE

.1 Grounds for Discipline or Discharge

No employee will be disciplined, suspended, or discharged, nor will adverse entries be made in their personnel record except for just and sufficient cause. Any adverse entries in an employee's record shall be regarded as discipline and are subject to the provisions of this Section. Adverse notations on the employee's record more than one year old as of the date of the occurrences upon which the charges are based or more than two years old for causes enumerated in Section 18.2(a)(b)(c)(d)(e)(f) or more than three years old for causes enumerated in Section 18.2(g) shall not be admitted into evidence or considered to support the charges at any level in the grievance and arbitration procedures.

.2 Reserved/Delegated Authority

An employee may be summarily suspended or removed from service by the Executive Officer or their representative(s) for one or more of the following causes:

- a) Intoxication while on duty, or use of alcoholic beverages, restricted dangerous drugs or marijuana and its derivatives or narcotics while on duty.
- b) Dishonesty.
- c) Insubordination.
- d) Serious Accident.
- e) Incompetency and/or unsatisfactory record.
- f) Repeat inappropriate aggressive abuse of passenger, customer, and/or member of the general public.

g) Criminal behavior likely to have a serious impact upon the business of VTA.

.3 Notice of Discipline

VTA shall notify the employee in writing of discipline or discharge. Notice shall include the effective date of the discipline or discharge and shall include a clear and precise statement of the charges against the employee. Notice shall be sent to the employee no later than 30 calendar days after VTA's knowledge of the occurrence which is the reason for issuing the charges and discipline.

A copy of this notice shall be sent to the Union on the same day as it is sent to the employee. If suspended, employees will either serve or work their disciplinary suspension at the discretion of VTA.

In cases where VTA intends to use electronic media, (e.g. on board or facilities, audio or video, GPS, or any other electronic media) in issuing discipline or proposed discipline against an employee, the material used as formatted will be presented to the Union prior to the time of the employee's interview(s) with VTA and, upon request, a copy of the media will be provided to the Union. The parties' use of the electronic media shall be limited to the current disciplinary action and any subsequent arbitration related to the employee. Review of electronic media shall only be triggered by a bona fide event or complaint or business need. For disciplinary purposes, VTA is limited to review the CCTV 1 ½ hours before and 1 ½ hours after the presumed timing of the event or occurrence that VTA believes to be the "bona fide" reason for the use of the video system. Where timing is unclear, VTA and ATU shall view the CCTV footage for whatever period of time is necessary to determine when the "bona fide" event or events occurred. It is understood that any conduct found within the 1 ½ hour period before or after the event that is used for purposes of imposing discipline must be a violation of rules, policies or procedures to which that employees are expected to adhere to.

In cases where ATU requests electronic media, unrelated to a proposed employee disciplinary matter, VTA will treat the request as a public records request provided the Union makes their request in writing to VTA and clearly identifies the document or file requested.

.4 Employee Representation

The employee may only be represented by an authorized Union representative at all hearings and meetings involving discipline or discharge.

The employee, at VTA's discretion, may be required to attend such hearings and meetings and shall be paid as called for in the CBA.

No party or person shall use or be represented by a practicing attorney at meetings or hearings called for prior to arbitration contained in Section 20.

.5 Informal Hearing

The employee or the Union shall have the right to request an informal hearing on the charges which are the basis for the discipline or discharge. The request shall include the affected employee, nature of the claim, violation of contract and remedy sought. The request for hearing must be in writing and must be sent to VTA within 30 calendar days after receipt of the notice of discipline or discharge.

The employee's Superintendent or Manager or their designee provided that the individual serving in this capacity is not the same person who issued the discipline, shall have an informal hearing with an authorized Union representative and the employee on all disciplinary grievances within 30 calendar days after receipt of the written request. The parties shall discuss their respective positions, exchange information and evidence, and exercise their best efforts to resolve the dispute. The Superintendent or Manager shall issue a written decision on the grievance within 15 calendar days of the last meeting. The Union or employee, if dissatisfied with the Superintendent/Manager's decision, may take the matter to arbitration as provided in Section 20.

Formal rules of evidence shall not apply. However, inadmissible hearsay evidence shall not be accepted as a primary basis for discipline or adverse entry.

In discharge cases, either party may request a stenographic record of the proceedings and in such instances the cost of the stenographic record shall be shared equally by the Union and VTA.

If either party purposely withholds evidence germane to the grievance, the opposing party may in any resulting arbitration proceeding put in issue such refusal to disclose and may argue the implication of such refusal for the assignment of liability or the determination of remedy.

.6 Witnesses

When a non-employee witness is unavailable or refuses to appear at an informal hearing, either the Union or VTA may present a witness statement (written or transcribed) for purposes of the informal hearing. This shall not relieve the Union or VTA of the obligation to present the witness and their testimony at any subsequent arbitration.

.7 Request for Arbitration

The Union or the employee, if dissatisfied with the informal decision, may take the matter to arbitration as provided in Section 20.

.8 Extension of Time Limits

The time limitations set forth in this Section may be extended for good and sufficient cause by mutual written agreement.

- .9 Violation of Time Limits
The failure of either party to adhere to the time limitations set forth above or to appear at the time of the hearing shall cause forfeiture of that party's case.
- .10 Employee's Appearance at Hearings and Reimbursement
Employees who are not at fault and are required to appear at hearings at any level will be paid either run or shift pay for the day. Any employee ultimately found to be entitled to reinstatement shall be reimbursed for all time lost.
- .11 Expedited Discipline Arbitration Process
Discipline or adverse entries which involve written discipline or suspensions/demotions up to and including five (5) days shall be processed as provided under Part A, Section 20.6.

SECTION 19 - GRIEVANCES AND DISPUTE RESOLUTION

- .1 Definitions
A grievance is defined as any controversy or dispute between VTA and the Union concerning the interpretation or application of this labor Agreement, excluding cases of discipline and discharge which are covered in Section 18 of this Part A. Jurisdiction disputes under Part A, Section 2, are governed by this Section 19.
- .2 Notifications
If a grievance is alleged by VTA or the Union, it must be filed in writing with the designated representative of VTA or the Union, as the case may be, within 30 calendar days after the occurrence or discovery of the alleged grievance. The grievance shall include the affected employee(s), violated section(s), nature of the claim, a brief statement of the violation, the time and place of the occurrence and the VTA or Union remedy as applicable.
- .3 Informal Hearing
VTA and the Union shall meet within 30 calendar days after receiving the grievance. The parties shall meet and try to resolve or settle the grievance. If unable to resolve the grievance, VTA or the Union shall issue a written decision within 15 calendar days of the last meeting. Should the Union or VTA be dissatisfied with the written decision, the grievance may be taken to the Pre Arbitration Mediation Meeting and/or if unresolved, to arbitration as provided in Section 20.
- .4 Extension of Time Limits
All time limits may be extended in writing and for good cause by mutual agreement.
- .5 Violation of Time Limits
The failure of either party to adhere to the time limitations in this Section shall cause forfeiture of that party's case.

SECTION 20 – ARBITRATION

.1 Pre Arbitration Mediation

On a monthly basis any grievances pending arbitration unresolved from the Part A, Section 18 and 19 processes will be scheduled for Pre Arbitration Mediation for possible resolution. The meeting will be with the President Business Agent (PBA) or their designee, the General Manager or their designee and a mediator from the State Mediation and Conciliation Service. This meeting is intended to facilitate settlement of grievances. This process is not binding and anything discussed or exchanged not already a part of the existing record during this process cannot be used in any subsequent Arbitration. Settlement will be written.

.2 What May be Arbitrated

Any grievance, or any discipline or discharge action which cannot be resolved in accordance with the provisions of Section 18 or 19 of this Part A, or by the Pre Arbitration Mediation meetings may be submitted to a board of arbitration upon compliance with the conditions of this Section.

In order to expedite resolution and reduce costs, the parties may, by mutual agreement, consolidate for hearing before a single arbitrator cases involving similar or related issues or the same employees.

.3 Notice and Procedure

If the aggrieved is not satisfied with the previous decision or VTA's response concerning a grievance filed under Section 18 or 19, or ATU's response concerning a grievance filed under Section 19, s/he may request an arbitration within 90 days after receipt of the decision or response from the informal hearing. However, all liability shall be tolled after 30 days from the date of receipt of the decision of the informal hearing if the request for arbitration is not made before the passage of said 30 days.

A party who fails to adhere to the 90 day time limit shall forfeit its case. Within 20 calendar days after the receipt of the notice requesting arbitration, the Union and VTA shall select a neutral arbitrator from a list of seven qualified arbitrators, furnished by the Federal or State Mediation and Conciliation Service. Either party may reject the first list. The parties shall flip a coin to determine who strikes first, at which time alternative striking between the parties shall be conducted. If the selected person is unable to serve, the parties shall request a new list from the Federal or State Mediation and Conciliation Service and strike names as before.

In discharge cases, the arbitrator selection will occur within 60 days. Every effort by the parties shall be made to schedule the hearing date within ninety 90 days of the selection of the arbitrator. Where this is not practical, the hearing date shall be scheduled on a date all parties are available. In all other cases, unless mutually agreed to the contrary, each party shall designate an arbitrator to sit with the neutral arbitrator as a panel.

A panel of arbitrators, one from VTA, one from the Union, and a neutral arbitrator shall decide the issues submitted to it pursuant to this Section.

The three arbitrators shall hold a hearing and receive evidence and argument on the issue(s) submitted to them. Arbitration shall be limited to the issues specifically set forth in the written grievance or the notice of dismissal or discipline which have not been resolved after the completion of the hearing procedures in Section 18 or Section 19 of this Part A. The majority decision shall be submitted in writing to VTA and the Union and shall be final and binding upon all parties.

Arbitrators are requested to expedite their decisions as VTA and ATU normally expect a decision to be issued within 20 days after the conclusion of the hearing.

.4 Rules of Arbitration

The Collective Bargaining Agreement shall serve as a submission agreement. Nothing in said Agreement shall be construed to empower any arbitrator or board of arbitration to change, modify, or amend any of its provisions.

The time limits in this Section may be extended for good cause by mutual written agreement of VTA and Union.

.5 Costs

At the request of either party, a stenographic transcript of the proceedings shall be made.

Each party shall bear the expense of its own arbiter and attorney. The expense of the neutral arbiter, reporter, and other incidental expenses shall be borne equally by the parties.

.6 Expedited Arbitration

Discipline or adverse entries under Section 18.1 which involve written discipline or suspensions/demotions up to and including five (5) days shall be processed through an expedited arbitration proceeding. At least one day each month will be used for these grievances and requests for arbitration shall be made within 90 days from the date of the informal decision.

The expedited arbitration shall be before John Kagel and the parties shall not use attorneys nor shall they use briefs. Every effort shall be made to have bench decisions followed up by written decisions. These decisions will be final and binding. Expedited arbitration decisions shall not be used in regular arbitration.

Where arbitrator Kagel's calendar does not permit the scheduling in any particular month an additional arbitrator may be selected by lot from the Federal or State Mediation and Conciliation Service.

All provisions of Section 20 except for the tripartite panel and the panel of arbitrators shall be followed. Only the Union and VTA can be parties to an appeal under this provision.

This provision does not modify the record review under Section 18.1 in any subsequent regular arbitration. In regular arbitration, any expedited arbitration decision cannot be used to determine the issue for the regular arbitrator.

.7 Medical Arbitration

Any employee protesting removal from service because of an order from VTA's physician shall have their case reviewed by a physician, who will serve as a Medical Arbitrator. The Medical Arbitrator will determine whether the employee is physically or mentally able to perform his/her duties.

The selection for a Medical Arbitrator shall be as follows. The list of physicians approved and used by the ATU/VTA Board of Pensions shall serve as the list for selection of Medical Arbitrators. From the list, VTA shall select a minimum of three, but will utilize five when available. The employee and the Union shall select the Medical Arbitrator from the list.

The selected Medical Arbitrators will be practicing physicians specializing in the medical field of which the employee was disqualified. The Medical Arbitrator shall give the employee an examination and determine whether the employee is physically/mentally capable of performing the job duties of their classification.

Any employee protesting VTA's denial of a return to work from an industrial or non-industrial injury/illness, once released by their physician or the treating physician, shall have their claim of fitness reviewed by a Medical Arbitrator under this section.

The request for medical arbitration must be made within twenty-one (21) days of receipt of VTA's written notice to the Employee and the Union of the refusal of return to work or removal from service.

.8 Medical Arbitration Process

a. Either party is free to attach relevant medical records, job analysis, and job description if it is deemed relevant. If either party has ordered medical records, they can direct that the medical records be delivered to the Medical Arbitrator within twenty-one (21) calendar day time period. This shall not limit the Medical Arbitrator's ability to seek records outside of the twenty-one (21) calendar day window.

- b. The definition of Job Analysis is the professional third party formal analysis of the relevant job, excluding any appended employee Job Analysis review and Employer Job Analysis comments.
- c. The employee shall sign a release for all necessary medical records in compliance with *HIPPA* regulations to be released to the Medical Arbitrator only. ATU and VTA will provide a list of documents to be submitted to the Medical Arbitrator to be used in making the decision.
- d. Communications from either party shall be in writing and a copy of that communication, with all associated attachments, shall be sent to the Director or their designee for VTA, and to the President and Business Agent of Local 265, for ATU.
- e. The grievant subject to Medical Arbitration shall be required to produce a release of medical records to the Medical Arbitrator, upon request. That release will not extend to either ATU or VTA.
- f. The issue for the Medical Arbitrator is to determine whether the employee is “fit for duty” for the position from which the employee was removed from service.
- g. The Medical Arbitrator’s decision shall be final and binding on the parties. The employee at his/her discretion may use the Medical Arbitrator’s report with any application for any disability retirement/pension.
- h. Back wage claims shall be paid from the date the employee was released to return to work by his/her treating physician provided that the Medical Arbitrator concurs and approves the employees return to work.
- i. If the employee does not meet with the Medical Arbitrator as scheduled by VTA, the resulting time period lost from the originally scheduled appointment to the employee’s actual appointment will not be included in calculating back wages.

The Medical Arbitrator shall be provided with an excerpt of Part A, Section 20.8-9 Medical Arbitration of the VTA/ATU Collective Bargaining Agreement.

SECTION 21 - MISCELLANEOUS PROVISIONS

.1 Free Transportation

VTA will grant free transportation over its lines to all employees, spouses/registered domestic partners and dependent children of all employees, pensioners, pensioners' spouses/registered domestic partners and dependent children, widows or widowers/registered domestic partners of pensioners and widows or widowers/registered domestic partners of employees and all full-time employees of the Union, Local 265.

- .2 Retirement Credit for Union Officials
Full-time Union officials holding seniority in the bargaining unit shall continue to accumulate credits for their retirement based on salary received from the Union.
- .3 Time Cards
Clerks who handle time cards shall not make any reduction in the time shown on said card without giving the employee an opportunity to personally discuss such reductions. The employee shall be notified of the intention to make a reduction on their time card, and if the employee does not appear for a personal interview within four working days, unless excused for illness or other good cause, the time card shall be corrected, the correction noted thereon, the card sent to the appropriate Section, and the employee notified. In such cases the employee shall forfeit their right to question the corrected card. In all cases where the right to question is made in the presence of the employee and accepted by such employee, the employee shall approve such correction by signing the corrected card.
- .4 Fractions of Hours
In all computations of pay at hourly rates, time will be computed and paid to the nearest hour and minutes.
- .5 Lost Property Found by Employee
All lost property found by or given to employees will be turned in to VTA not later than the following working day. Upon request, VTA agrees to furnish any information it may have to the employee finding lost property as to its final disposition.
- .6 Work out of Class
(a) Work out of Class within a Section (described in Part A, Section 5) - If management transfers an employee temporarily from a lower to a higher class, the employee shall be paid the rate of the higher classification. A temporarily transferred employee shall not receive less than their regular rate of pay except when transfer is at the employee's own request. If the temporary transfer is to a lower-rated job, the employee shall retain their seniority in the former position while filling the temporary vacancy.

(b) Work out of Class between Sections (described in Part A, Section 5) - Any employee on an appropriate Change-of-Class List, who is injured, currently non-working, approved by Risk Management and physically qualified, may work out of class when a regular employee is temporarily absent. The employee will be paid the wage for that classification. Temporary Work out of Class will occur after appropriate fills processing have been completed for the classification.

.7 Instruction

Employees covered by this Agreement shall not be required to attend classes of instruction or report on any other business required by VTA on their own time. Classes attended by employees on a voluntary basis shall be on their own time.

.8 Sanitary Facilities

a) VTA Facilities

Suitable sanitary facilities shall be provided by VTA and employees will be afforded an opportunity to use such facilities. These facilities shall be kept in a clean and sanitary condition by VTA.

All offices and booths of miscellaneous employees shall be kept in a clean and sanitary condition by VTA.

b) Sanitary Facilities on Lines

VTA shall arrange for sanitary facilities on each line. VTA recognizes the importance of arranging restrooms as close to the end of the line as practicable. VTA shall post lists on a quarterly basis giving the locations of such facilities. The posting of the updated lists shall be done at each sign-up.

The Union may make written request and VTA shall then meet within ten (10) working days or as otherwise agreed to discuss problems encountered with VTA arrangement for sanitary facilities on each line to include the issue of no available facilities on certain lines. If the issue involves the fact that there are no available facilities on certain lines, the parties shall be required to attempt to resolve the problem, by diligent efforts. Resolution of the no facility problem shall not require VTA to build sanitary facilities or pay to use other existing facilities. Possible solutions may include minor changes at the end of a line, consideration of the problem in future route development and the use of portable facilities when no other means will resolve the no facility problem.

No operator shall be disciplined for delay of schedule if the delay results directly from the employee's use of designated sanitary facilities and the location of such facilities precludes their utilization without a delay of schedule.

.9 Employee's Lost Property

The loss of any employee's property resulting from a hold-up, robbery, accident, violence or riot which occurs while the employee is on duty shall be reimbursed by VTA. Such reimbursement shall be paid upon submission of replacement receipt, or proof of laundry or dry cleaning expense. Property shall mean regulation watch (not to exceed \$150.00 in value), prescription eyeglasses, and regulation uniform at VTA cost. Any other equipment issued by VTA in the performance of the employee's duties shall be replaced.

.10 Physical Examinations

VTA may request an employee to take general physical examinations on their own time, provided that such physical examination shall not be required more frequently than once each two years at a time mutually agreed upon. Such physical examinations shall be paid for by VTA and the employee shall not suffer a loss of pay if the examination occurs during the employee's normal duty hours (no overtime).

.11 Driver's License

Employees in service for one year or over shall be reimbursed for the renewal fees of Class A or Class B California driver's license required for the proper performance of the employee's job for VTA.

Physical examinations required for such licenses shall be taken on the employee's own time and paid for by VTA when given by a physician selected by VTA. If the employee elects to select his own physician, the employee shall pay the cost of the examination.

.12 Notice of Termination or Quit

Except in cases of dismissal for cause, VTA shall give the employee five days notice of intention to terminate their employment or pay three days pay in lieu of such notice. Employees shall give VTA five days prior notice of intention to quit VTA employment.

.13 Payment on Leaving Employment

Any employee who leaves VTA employment is entitled to receive payment for all money due them from VTA within 48 hours, excluding Saturday, Sunday, and holidays following their last day of employment.

.14 Uniforms

If VTA determines that uniforms are necessary for employees, VTA and the Union will meet and confer on the uniform.

.15 No Pyramiding

When more than one premium pay provision applies, only that provision which provides the greater compensation will be applied.

.16 Revocation of Driver's License

One revocation of driver's license for one year or less resulting from a conviction for drunk or reckless driving shall not automatically result in dismissal from VTA employment. VTA shall consider the employee's overall work record in making any decision in such cases. This provision does not apply when the employee is in violation of Section 18 of this Part A.

During the period of license revocation, the employee shall pay their monthly premiums for dental, medical, and life insurance.

.17 Days Off

VTA employees shall have two consecutive scheduled days off in seven. All things being equal, day off work will be distributed as equally as possible.

No employee's regular day off shall be cancelled or changed without the consent of the employee, except in an emergency.

SECTION 22 - MANAGEMENT PREROGATIVES

All matters pertaining to the management of operations, including the type and kind of service to be rendered to the public and the equipment used, the maintenance of discipline and efficiency, the hire, promotion and transfer of employees, and their discharge or discipline for proper cause, are the prerogatives of VTA, subject to such limitations as are set forth elsewhere in this Agreement.

It is mutually agreed that the regulations as set forth in VTA rule books and manuals, with such additions or alterations as are made by VTA from time to time, are necessary for efficient operations, and that willful infraction of these rules will constitute just cause for discharge or other disciplinary action. No rules at any time promulgated or enforced by VTA shall be valid if they violate any provisions elsewhere set forth in this Agreement.

Any claim that VTA's exercise of any prerogatives of management or promulgation or enforcement of any rule violates any provisions of the Agreement may be made the subject of a grievance.

Any new conditions pertaining to wages, hours or working conditions which may arise during the term of this Agreement and which are not covered or provided for by the terms of this Agreement should be subject to grievance procedure within 15 calendar days upon written request of the Union.

SECTION 23 - 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 contract that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with such rules, regulations or orders.

During the term of this Agreement, neither the Union nor its members shall call, sanction, assist, engage in any strike, slow-down or stoppage of VTA work, operations or service, or in any manner sanction, assist or engage in any restrictions or limitations of the work, operations, or service of VTA. The Union will require its members to perform their services for VTA when required by VTA to do so except for a refusal by VTA to abide by the terms of the arbitration or grievance procedure of this Agreement. Refusal of employees to cross a primary picket line of another employer, if approved by the Central Labor Council, shall not be cause for discipline nor construed as a violation of the Agreement.

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

SECTION 24 - ASSIGNABILITY

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto. This Agreement shall not be affected, modified, altered or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or by any change, geographical or otherwise in the location or place of business of either party hereto.

SECTION 25 - DURATION OF AGREEMENT

The term of this Agreement shall begin on October 1, 2015, and continues through September 30, 2018, and from year to year thereafter.

Should either party desire to terminate this Agreement or alter it in any way, they shall give the other party written notice 90 days prior to October 1, 2015, or any subsequent October 1st. Such notice shall state either the intent to terminate the Agreement at the end of the 90 day period or to negotiate amendments or changes stated in the notice.

The party receiving such 90 day notice shall, within 30 days prior to September 30, 2018, or any subsequent September 30th, notify the other party in writing of its intent to terminate this Agreement or negotiate amendments or changes stated in its responding notice.

Negotiations on the amendments or changes of this Agreement shall begin no later than 15 days prior to September 30, 2018, or any subsequent September 30th and shall continue until agreement is reached. During these negotiations, this Agreement shall remain in full force and effect.

Changes to this Agreement are effective the first pay period following ratification and VTA Board Approval, unless otherwise agreed.

IN WITNESS THEREOF, the parties have executed this Agreement this 24th day of September 2015.


FOR VTA:

FOR THE UNION:

Dated:

For VTA:

For ATU:



Suzy Choi-Lee
Employee Relations Manager, Business Services

Diana Hermone
President and Business Agent

EMPLOYEE PENSIONS

The provisions of the Pension Agreement for all Santa Clara Valley Transportation Authority (VTA) employees, under the Collective Bargaining Agreement, are the subject of a separate agreement between the parties. For reference, the most current provisions are set forth in the Santa Clara Valley Transportation Authority -Amalgamated Transit Union, Local 265 Pension Plan 2008 Printing.

For all service that occurs through February 15, 2004, Eligibility and Benefit Service shall be calculated as specified in the 2003 Printing of the Pension Plan. For all service that occurs on or after February 16, 2004, Eligibility & Benefit Service shall exclude all periods as an Inactive Member as defined in Section 1.14.1 of the 2003 Printing of the Pension Plan. Employees will be permitted to make up inactive time by extending the duration of their employment.

Effective February 2, 2004, Average Final Earnings shall be calculated by whichever of the following two methods results in the higher amount.

METHOD ONE

Divide the Periodic Pensionable Earnings received during the highest 78 consecutive pay periods by 78. No paired pay periods with earnings shall be skipped or dropped. However, paired pay period(s) with zero earnings shall be skipped and replaced with the next consecutive paired pay period(s) that do not have zero earnings. For purposes of this calculation, paired pay periods shall mean any pair of consecutive bi-weekly pay periods, with the further requirement that the first period of the pair shall be the first, third, fifth, etc. period ending in a calendar year. For years that contain 27 pay periods, if the 27th pay period contains no earnings, it shall be ignored. If the 27th pay period contains earnings, it shall be included as an unpaired pay period and the number of pay periods used in the calculation shall be increased by one (i.e. from 78 to 79). Divide Terminal Earnings by 78. Add the two figures together. Take the resulting figure, multiply it by 26 and then divide it by 12.

METHOD TWO

Use the total of the Periodic Pensionable Earnings from the highest three calendar (payroll) years. These years need not be consecutive years. There shall be no skips and drops within the three calendar (payroll) years. Add the total Periodic Pensionable Earnings to Terminal Earnings and then divide by 36.

VTA shall change retirement tables to 2% at age fifty-five (55) with a maximum of 2.4% at age sixty-five and thereafter, for employees covered by this Agreement who retire on or after July 1, 2002.

VTA and the Union agree that all incremental increases in Pension payments as negotiated since July 1973 shall be continued.

The "Rule of 70" pre-retirement death benefit, with a reduced benefit for the survivor, will be available at no cost to the employee.

In the event an active employee dies before retirement, VTA shall pay and furnish the Medical Plan for the spouse/registered domestic partner and dependents covered by the Plan at time of death for the next continuous 12 months.

VTA and the Union shall continue to enforce Item 7 of the 1987-90 Pension Sideletter.

The parties agree that effective February 4, 2002, in accordance with Part A, Section 5.2, the wage payable will be reduced by five cents per hour for all classifications covered by this Agreement, except Bus Operator Trainee and Rail Operator Trainee. This reduction will be added to the four existing reductions, bringing the total paid contribution to the Spousal Medical Fund for all hours paid to twenty-five (.25) cents per hour.

For each hour worked (regardless of the rate, premium or type of pay) VTA shall continue to contribute the twenty-five (.25) cents per hour to the Fund, which is administered by the Board of Pensions. Said Fund is to be used for the purpose of providing Retiree Spousal Medical Plan coverage. Any other use of this Fund for Retiree Spousal benefits must be approved by the Board of Pensions. Should funds be insufficient to provide Spousal Medical Benefits, no cost shall be incurred by VTA. The Board of Pensions may also approve charges against the Fund for administrative costs. The Board of Pensions shall also determine the starting date, method, manner, and application of the benefit.

The parties agree that effective February 5, 2001, in accordance with Part A, Section 5.2, the wage payable will be reduced by an accumulative ten (.10) cents per hour for all classifications covered by this Agreement, except Bus Operator Trainee and Rail Operator Trainee. This reduction will be contributed to the Retiree Vision/Dental Fund. Said Fund is to be used for the purposes of providing Retiree vision care coverage and then Retiree dental care coverage. This Vision/Dental Fund shall be administered by the Board of Pensions in the same manner as the Spousal Medical Fund.

The parties recognize that Assembly Bill (AB) 1064, effective January 1, 2004 will require administrative changes to the Santa Clara Valley Transportation (VTA)-Amalgamated Transit Union, Local 265 (ATU) Pension Plan. The parties agree that required changes shall be made to the Plan to implement the provisions of this Bill. Should the provisions of this Bill change, or new legislation be passed that alter these requirements, the parties agree that the Plan shall be amended to reflect these changes.

Contributions for Spousal Medical and Retiree Vision/Dental shall continue to be made in the amounts and by the methodology indicated above until 3/22/2010.

Starting 3/22/2010, VTA shall no longer contribute to the Funds. VTA shall add thirty five (.35) cents to the hourly wage rate for each classification. VTA shall concurrently commence deducting thirty five (.35) cents per hour for the Spousal Medical Fund and ten (.10) cents per hour for the Retiree Vision/Dental Fund from the wages of each employee covered by this Agreement. Starting 5/31/2010, the Spousal Medical Fund deduction shall increase to forty (.40) cents per hour. These amounts shall be deducted from the wages of each employee covered by this Agreement as a pretax employee deduction. (See Section 5, Wages for further details regarding this conversion.)

The Board of Pensions shall be responsible for the policy administration of the Funds and shall establish eligibility rules, determine spousal contributions, and determine how the Funds shall be invested.

If the Board of Pensions so elects, VTA staff shall provide administrative services to the Funds on behalf of the Board of Pensions. Such services are limited to: investment of Fund assets utilizing the investment managers used by the SCVTA – ATU, Local 265 Pension Plan; provision of Custodial services through the same Custodians that VTA uses; purchase of health coverage through VTA's health plan providers; administration of the eligibility rules established by the Board of Pensions; health plan enrollment and disenrollment; and payment of premiums and administrative expenses.

The Funds and ATU, Local 265 shall defend, indemnify and hold VTA harmless against any and all claims, liabilities, and costs (other than VTA staff time and overhead) resulting from the administration of the Spousal Medical Fund and Vision/Dental Fund benefits.


Monies shall be transferred from the Funds into VTA's general account to reimburse VTA for payments made on behalf of the Funds on a monthly basis. VTA shall have the authority to transfer such funds by ACH or by wire transfer.

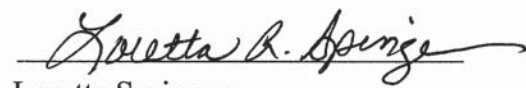
Fund assets shall be used solely for the purpose of providing Retiree Spousal Medical coverage and Retiree Vision/Dental coverage, including the payment of administrative expenses. Any other use of these Funds must be approved by the Board of Pensions. Should the assets of the Funds be insufficient to provide benefits, such benefits shall cease and no cost shall be incurred by the Funds, VTA or ATU, Local 265.

Dated:

For VTA:

For ATU:


Bill Lopez,
Chief Administrative Officer


Loretta Springer,
President and Business Agent

SIDELETTER OF AGREEMENT

FLEXIBLE SPENDING ACCOUNT

Dependent Care Flexible Spending Account

VTA shall offer a Dependent Care Flexible Spending Account, with minimums, maximums and administrative rules established by VTA. Employees shall pay the full cost of this benefit. VTA may terminate this program if legislative changes or lack of enrollment determine continuation to be impractical.

Health Care Flexible Spending Account

VTA shall offer a Health Care Flexible Spending Account, with minimums, maximums and administrative rules established by VTA. Employees shall pay the full cost of this benefit. VTA may terminate this program if legislative changes or lack of enrollment determine continuation to be impractical.

These plans shall be offered starting the first pay period of 2002.

1-11-05
DATE

CONCUR FOR VTA:

Kaye L. Evleth
Kaye L. Evleth

Matthew O. Tucker
Matthew O. Tucker

Ronald E. Fuqua
Ronald E. Fuqua

Mike Aro
Mike Aro

Cassandra Leventon
Cassandra Leventon

CONCUR FOR THE UNION:

Alan F. Triplett
Alan F. Triplett

Tom Fink
Tom Fink

Loretta A. Springer
Loretta A. Springer

Stephen Wong
Stephen Wong



SIDELETTER

DISPATCHERS, FOREPERSONS, TRANSIT RADIO DISPATCHERS, AND SENIOR INFORMATION REPRESENTATIVES

TO ALL FOREPERSONS, DISPATCHERS, TRANSIT RADIO DISPATCHERS, AND SENIOR INFORMATION REPRESENTATIVES:

Questions arise from time to time concerning the obligation of ATU members whose jobs include responsibility to direct or oversee the work of fellow members. ATU General Executive Board rulings make clear that ATU members must discharge such responsibilities even if the result of such actions may result in adverse action, such as discipline, being taken against a fellow member. The position you hold does include such responsibilities and the Local Executive Board wants you to know its view of your obligations.

Specifically, the duties of Forepersons, Dispatchers, Transit Radio Dispatchers, and Senior Information Representatives include responsibility to exercise judgment in directing employees, assigning work, reporting to management concerning situations warranting disciplinary action, cooperating, participating in (including testifying) disciplinary proceedings on behalf of management, and assessing and enforcing employee compliance with VTA rules, regulations, and work standards. If VTA determines that any employee is failing to exercise such responsibility disciplinary action up to and including demotion or discharge may be imposed.

All Forepersons are “Working Forepersons” and as such may be required to perform all duties within the skill area for which they are responsible. VTA, at its discretion, may assign Forepersons work within the skill area for which the Foreperson is responsible. It is understood that the term is meant in the traditional sense.

The Executive Board believes all members should perform their jobs to the best of their ability and that such performance is in the interest of the employee, the Union, and VTA. Please let us know if you have any questions about this.

SIDELETTER OF AGREEMENT

TRANSITIONAL WORK PROGRAM COMMITTEE

VTA and the Union are committed to the safety and health of its employees. Occasionally, after an occupational injury or illness, employees are unable to immediately return to all of their former job duties. However, many employees will often be able to fulfill some duties and responsibilities before they are capable of assuming all their former duties. It is to the mutual benefit of VTA, the Union and the employee to return the employee to employment following an occupational injury or illness.

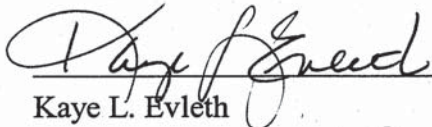
In order to facilitate a safe and expeditious return to full employment, the VTA and the Union will establish a transitional work program committee to set up “transitional return-to-work” procedures and a “transitional return-to-work” program. These procedures should allow affected employees to progressively assume their full and former job duties as their health improves or find another job within their limitations. This committee shall be established by February 27, 2004.

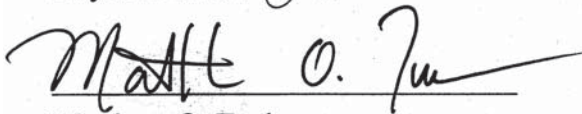
No employee shall be dropped from employment as a result of reduction in leave of absence in Part A, Section 14 until the “transitional return-to-work” program has been implemented.

1-11-05

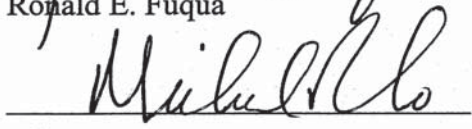
DATE


CONCUR FOR VTA:


Kaye L. Evleth


Matthew O. Tucker

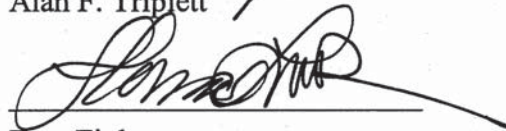

Ronald E. Fuqua

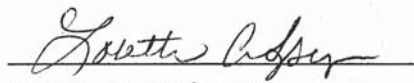

Mike Aro

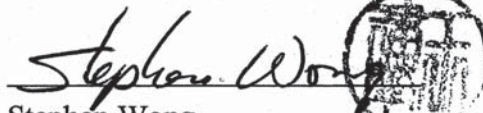

Cassandra Leventon

CONCUR FOR THE UNION:


Alan F. Triplett


Tom Fink


Loretta A. Springer


Stephen Wong



SIDELETTER OF AGREEMENT

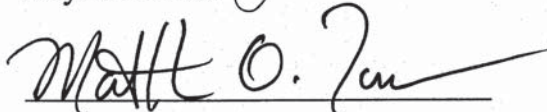
SMALL CAPACITY VEHICLE OPERATIONS

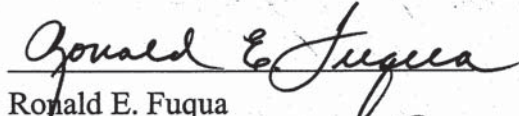
In order to improve operating efficiency, VTA and the Union agree to enter into discussions on or before July 1, 2004, to explore the feasibility of operating small capacity vehicles in-house. If feasible, the parties agree to negotiate wages, benefits, hours and working conditions for employees who will operate small vehicle routes and services using vehicles with a seating capacity of twenty-five (25) or less. In this discussion, VTA also agrees to discuss the feasibility of operating paratransit service in-house predicated on the determination that it is financially advantageous and operationally feasible.

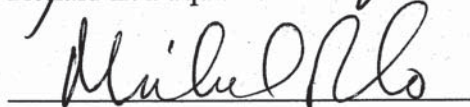
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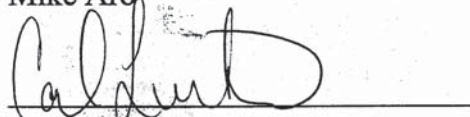
CONCUR FOR VTA:


Kaye L. Evleth


Matthew O. Tucker

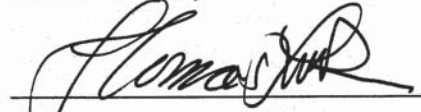

Ronald E. Fuqua


Mike Aro

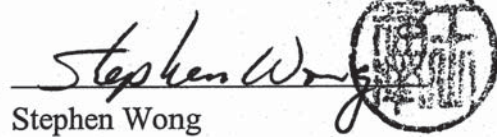

Cassandra Leventon

CONCUR FOR THE UNION:


Alan F. Triplett


Tom Fink


Loretta A. Springer


Stephen Wong



SIDELETTER OF AGREEMENT

MAINTENANCE VACATION SCHEDULING

This Memorandum of Agreement is between the Santa Clara Valley Transportation Authority (VTA) and the Amalgamated Transit Union, Local 265 (ATU). This agreement between the parties clarifies the understanding concerning a pilot sign-up related to the process of vacation scheduling for Maintenance Section employees.

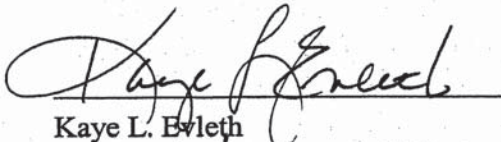
Effective with the sign up for calendar year 2005, Maintenance Section employees shall sign up for vacations by Division and choice of vacation dates shall be in order of VTA seniority within their Division by shift and classification in the year in which the vacation is to be taken.

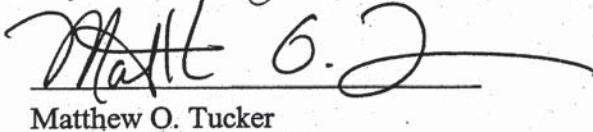
The pilot program can be terminated by either party. If not continued, the parties agree to meet and discuss potential changes to the pilot program for implementation in the calendar year 2006 Maintenance Section sign-up.

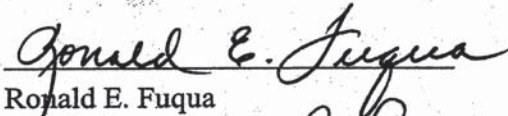
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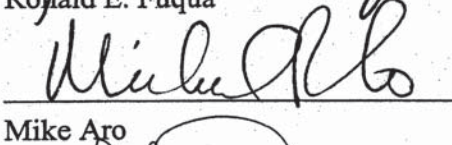
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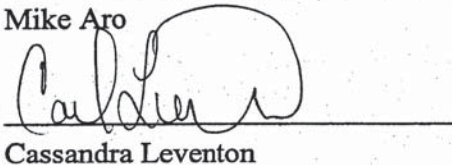
CONCUR FOR VTA:


Kaye L. Ewleth



Matthew O. Tucker

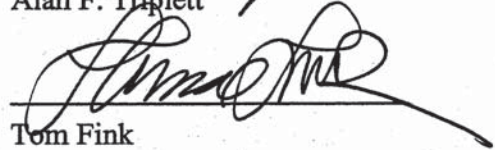

Ronald E. Fuqua

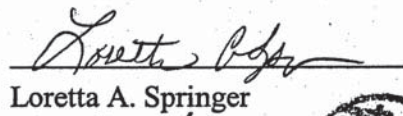

Mike Aro

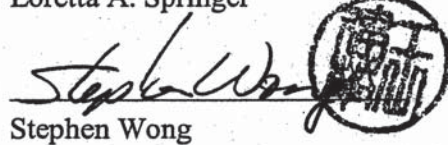

Cassandra Leventon

CONCUR FOR THE UNION:


Alan F. Triplett


Tom Fink


Loretta A. Springer


Stephen Wong



MEMORANDUM OF AGREEMENT

SCHEDULING OF BID VACATION SLOTS

Between

Santa Clara Valley Transportation Authority

And

Amalgamated Transit Union, Local 265

This Memorandum of Agreement is between the Santa Clara Valley Transportation Authority (VTA) and the Amalgamated Transit Union, Local 265 (ATU). This agreement between the parties clarifies the understanding concerning the issues related to the bid process for scheduling of bid vacation slots that have been vacated and may be released for re-bid.

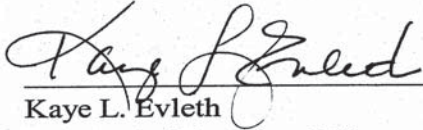
1. All vacation weeks will be bid at the general sign-up or division vacation sign-up. Dispatchers will continue to have two opportunities annually to bid vacation weeks at their bi-annual signups. All employees will be required to bid their accrued vacation (including the additional week for their anniversary and partial vacation weeks), and will not be allowed to hold accrued vacation for later bid. Using VCN will complete a partial accrued vacation day.
2. After all vacation weeks have been bid at the general sign-up, bid vacation slots that have been vacated due to retirements, resignations, termination, or FMLA coverage of absences may be released for re-bid. Partial vacation weeks for FMLA coverage will not be available for re-bid. Any vacation weeks released less than two (2) weeks from the date of its commencement will be closed and will not be available for re-bid.
3. Vacation weeks vacated due to layoffs will be closed and will not be available for re-bid.
4. All vacation bids must designate a previously bid week for release that allows enough time for it to be posted and re-bid according to the prescribed schedule for that procedure, generally two (2) weeks. All vacation weeks will be posted for re-bid within a week of being released (see item 7). Vacations released with less than two weeks notice due to accommodation of protected status will not be available for re-bid.
5. Each released vacation week will be disaggregated and bid separately. For example, if three consecutive weeks are released by an employee, each released week of the three will be bid separately and not as a package. However, this will not preclude the individual weeks from being awarded to the same employee provided they have the appropriate seniority and accrued vacation.

6. VTA will provide an inbox in the administrative section of each work unit that will contain forms identifying all released vacation weeks. VTA will deposit these forms in the inbox at the time that a vacation is released pursuant to Sections 2 and 3 of this agreement. VTA will use this information to post the re-bids.
7. Vacation weeks to be re-bid will be posted at the Division by VTA on Tuesday of each week by 7:00 a.m.
8. Employees can submit their Vacation bids up until 7 a.m. on the Friday following the Tuesday posting, and shall be awarded the same day by 2:00 p.m. All vacation bids will need to be placed in the bid box or given directly to the Union representative. The Administrative office and/or staff will not accept vacation bids. Vacation bid results will be posted. Awards will be made by the Union on the basis of District (date of hire) Seniority within the Division or other work unit as appropriate.
9. Any released vacation week(s) posted for bid and not awarded shall remain available on a first-come, first-served basis until the Friday preceding commencement of the vacation.
10. All awarded or granted vacation weeks will result in the release of bid vacation weeks. The employee shall designate which of their bid vacation week(s) are to be released. Upon release, all such designated weeks will be posted or closed according to the above rules in items 2 through 6.
11. Upon receipt of bid results from the Union, VTA shall assume responsibility for entering all vacation changes to the employee's records, including BDT and SAP.
12. If the Union, for whatever reason, fails to conduct a bid according to the procedures outlined in this agreement, the affected vacation weeks available for bid that week will be closed and will not be available for re-bid.
13. The Union agrees that no grievance or claims against the Authority shall be filed relative to this agreement for actions, errors, or omissions made by the Union in conducting or failing to conduct bids as specified in this agreement.

1-11-05

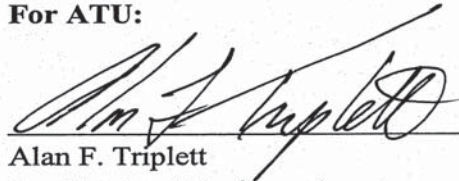
Date

For VTA:



Kaye L. Evleth
Chief Administrative Officer

For ATU:



Alan F. Triplett
President and Business Agent

MEMORANDUM OF AGREEMENT

FLOATING HOLIDAYS BID AFTER ANNUAL SIGN-UP

Between

Santa Clara Valley Transportation Authority

And

Amalgamated Transit Union, Local 265

This Memorandum of Agreement is between the Santa Clara Valley Transportation Authority (VTA) and the Amalgamated Transit Union, Local 265 (ATU). This agreement between the parties clarifies the understanding concerning the issues related to the bid process for scheduling of Floating Holidays after the Annual Sign-Up.

1. All Floating Holiday calendar slots that remain un-bid at the conclusion of the Annual Sign-Up shall be kept open, and the Floating Holiday calendar for the entire year shall be prominently posted in a locked, glass bulletin board in the appropriate divisional worksites.
2. Any Floating Holidays that remain un-bid after the Annual Sign-Up shall be available for use by any employee in the divisional class on a first-come, first-served basis. Employees will make their requests for such Floating Holidays to Division Supervision, who shall keep the posted calendar current and will be responsible for entering the information into the payroll system.
3. Any employee may release a Floating Holiday with twenty-four (24) hours notice to Division Supervision.
4. Floating Holidays bid at the Annual Sign-Up that are subsequently released less than two weeks prior to the date of commencement shall not be re-bid, but will remain available (along with all other vacant slots) for use with a minimum twenty-four (24) hours notice in documented emergencies that are approved by Division Supervision.
5. Floating Holidays bid at the Annual Sign-Up that are subsequently released two weeks or more prior to the date of commencement for any reason (voluntary, FMLA coverage, retirement, death, termination, resignation, etc.) will be posted for re-bid. All released Floating Holidays will be posted for re-bid within a week of being released.
6. VTA will provide an in-box in the Administrative section of each work unit that will contain forms identifying all released Floating Holidays. VTA will deposit these forms in the in-box at the time that a Floating Holiday is released pursuant to section 5 of this agreement. VTA will use this information to post re-bids.
7. Floating holidays to be re-bid will be posted at the Division by VTA on Tuesday of each week by 7:00 a.m.

8. Employees can submit their Floating Holiday bids up until 7:00 a.m. on the Friday following the Tuesday posting and shall be awarded the same day by 2:00 p.m. All Floating Holiday bids will need to be placed in the bid box or given directly to the Union representative. The Administrative office and/or staff will not accept Floating Holiday bids. Floating holiday bid results will be posted. Awards will be made by the Union on the basis of District Seniority within the division or other work unit as appropriate.
9. Floating Holiday re-bids will be accepted until 7:00 a.m. on Friday of the posting week, and shall be awarded the same day. Awards will be made on the basis of District Seniority by the Union within the Division or worksite as appropriate.
10. All Floating Holidays released two weeks or more before their date that are not re-bid by the seniority process outlined in number five (5) and eight (8) shall be placed in the pool of those Floating Holidays that remain un-bid at the Annual Sign-Up. They will then be available for re-bid on a first-come, first-served basis, as outlined in item two (2), and emergency use as outlined in number four (4).
11. If the Union, for whatever reason, fails to conduct a bid according to the procedures outlined in this Agreement, the affected Floating Holidays available for bid that week will be closed and will not be available for re-bid.
12. The Union agrees that no grievance or claims shall be filed relative to this Agreement for actions, errors, or omissions made by the Union in conducting or failing to conduct bids as specified in this Agreement.

1-11-05

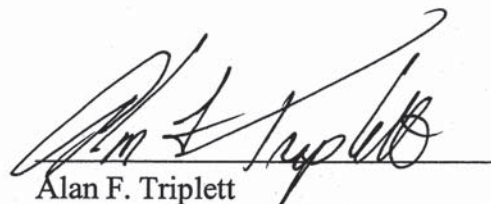
Date

For VTA:



Kaye L. Evleth
Chief Administrative Officer

For ATU:



Alan F. Triplett
President and Business Agent

SIDELETTER OF AGREEMENT

TEN (10) HOUR WORKDAY AGREEMENT FOR OPERATORS, TRANSIT RADIO DISPATCHERS, AND DISPATCHERS

It has been agreed between the Amalgamated Transit Union, Local #265 (ATU), and the Santa Clara Valley Transportation Authority (VTA), to conduct Sign-Up that contains some shifts of ten (10) hours per day and four (4) days per work week.

The following is a list of agreements, understandings and affected contract sections that will be applied:

HOLIDAYS

- Holidays worked by ten (10) hour employees will be paid two-and-one-half (2 ½) times the straight time rate or a minimum of twenty-five (25) hours pay.
- Holidays not worked by ten (10) hour employees will be paid at ten (10) hours per Holiday.
- Ten (10) hour employees will have four (4) Floating Holidays paid at ten (10) hours per day, instead of the current five (5) days at eight (8) hours per day.
- Floating Holidays not used by the end of the year will be paid off at a rate of ten (10) hours per day for ten (10) hour shift employees or the hourly balance remaining at the end of the year. Any employee changing shifts, from ten (10) to eight (8) or eight (8) to ten (10), will be paid no more than the annual forty (40) hours paid time towards Floating Holidays.

VACATIONS

- Accrual rates for 4/10 employees will be as listed:

2 Weeks =	8 days =	.66 days per month rate accrual
3 Weeks =	12 days =	1.00 days per month rate accrual
4 Weeks =	16 days =	1.33 days per month rate accrual
5 Weeks =	20 days =	1.66 days per month rate accrual
6 Weeks =	24 days =	2.00 days per month rate accrual
- Scheduling and Pay
Vacations for 4/10 employees will be taken in blocks of four (4) workdays per week paid at ten (10) hours per day.
- It is understood that the total annual Vacation hours of either an eight (8) hour or ten (10) hour employee with equal seniority will be the same annual hours for each.

SICK LEAVE

- 4/10 employees will continue to accrue the contractual eight (8) hours Sick Leave per month.
- 4/10 employees using paid Sick Leave Accruals will be paid at the ten (10) hour workday rate.
- The contractual thirteenth (13th) day Sick Leave Accrual day for non-use will be accrued at eight (8) hours (per Section 12.1).

- Sick Leave paid to ten (10) hour employees integrating Industrial Injury (II) or State Disability Insurance (SDI) payments with their Sick Leave Accruals, will be sufficient to bring the total workday's pay to ten (10) hours.

LEAVES OF ABSENCE

- Any paid leave required under Part A, Section 14 will be paid at the ten (10) hour workday rate (Military, Funeral or Jury Duty).

DISCIPLINE AND DISCHARGE

- For the purposes of applying the suspension trigger found in Section 18.11, Expedited Arbitration, 4/10 employees will have eight (8) days or more of suspension.

MISCELLANEOUS PROVISION

- Instruction – Employees covered by this Agreement shall not be required to attend classes of instruction or report on any other business required by VTA on their own time. Classes attended by employees on a voluntary basis shall be on their own time.
- Days Off – 4/10 employees shall be entitled to three (3) consecutive days off in seven (7). Any day-off work will be at ten (10) hours per day.

OVERTIME

- For the purposes of calculating and paying Overtime, a regular shift for ten (10) hours, and a workweek will remain forty (40) hours.
- For the purposes of assigning an eight (8) hour employee as a Floater Dispatcher to a ten (10) hour shift, the eight (8) hour employee shall work the entire ten (10) hour shift. The eight (8) hour employee shall be paid eight (8) hours at straight time and two (2) hours of overtime for that day.

MINIMUM GUARANTEE

- Permanent Dispatchers shall be guaranteed a minimum of ten (10) hours of work per day, four (4) days per week, provided they are available for work and work as assigned.

CALL BACK

- Call back minimum for ten (10) hour Dispatchers shall be two (2) hours, thirty (30) minutes.

HOLD DOWN BIDDING

- For the purposes of posting for Hold Downs, the limit shall be at least five (5) days posting.
- The eight (8) hour employee accepting the hold-down dispatcher assignment shall be paid in accordance to the same guarantees as indicated in .2 of this Agreement.

REST PERIODS

- For the purposes of implementing three (3) rest periods in the ten (10) hour shift, two shall be mid-point of each half shift, and one in the middle of the shift, and shall be eighteen minutes (.18) in length.

- Dispatchers must remain within the immediate vicinity of their work area in order to continuously perform the full range of their duties. The middle break may be taken away from the work area.

MEAL PERIOD

Per Part C, Section 1 - Hours of Work, Section 1.3 Meal Periods

CLEAN UP

Per Part C, Section 1 – Hours of Work, Section 1.5 Clean-up Period

MEMORANDUM OF UNDERSTANDING (AGREEMENT)


Pilot Program for an Alternative Work Week for Fare Inspectors

Santa Clara Valley Transportation Authority (VTA), and the Amalgamated Transit Union Local 265 AFL-CIO (ATU), enters into this Memorandum of Understanding (Agreement) to establish a Pilot Program (Program) clarifying the parties understanding concerning the change to a four (4) day, ten (10) hour work schedule for Fare Inspectors.

The parties agree to the following:

1. VTA and ATU shall establish a Pilot Program for an Alternative Work Week for Fare Inspectors. The 4/10 work schedule enables Fare Inspectors the opportunity to work four, ten hour shifts per work week as determined by the supervisor.
2. The shifts and days off will be bid by seniority.
3. Holidays worked by ten (10) hour employees will be paid two-and-one-half (2 ½) times the straight time rate or a minimum of twenty-five (25) hours pay.
4. Holidays not worked will be paid at ten (10) hours; Holidays worked will be paid in accordance with the Sideletter of Agreement-TEN (10) HOUR WORKDAY AGREEMENT FOR OPERATORS, TRANSIT RADIO DISPATCHERS, AND DISPATCHERS.
5. The Program shall have an eighteen (18) month term that begins from the date the parties sign this Agreement.
6. At the end of the sixteen (16) months the parties shall meet to evaluate the Program, and VTA, at its sole discretion, will determine whether to renew the Program.
7. All assignments will be at Management's discretion.

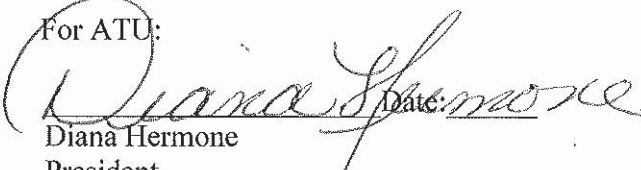
For VTA:



Suzy Choi-Lee
Employee Relations Manager

Date: 10/6/16.

For ATU:



Diana Hermone
President

Date:


SIDELETTER OF AGREEMENT

OPEN AND COMPETITIVE RECRUITMENTS

This agreement is between the Santa Clara Valley Transportation Authority (VTA) and the Amalgamated Transit Union, Local 265 (ATU). This agreement between the parties clarifies the understanding concerning the issue related to filling open and competitive job recruitments.

1. VTA and ATU recognize that from time to time job openings may occur outside the normal Change of Class (COC) window allowing for current ATU members who may not be on the COC list to apply along with applicants currently not employed with VTA.
2. Current ATU members, who meet the minimum qualifications of the vacant positions, as determined by VTA, will be allowed to test with other applicants and will be scored on a pass/fail basis.
3. ATU members who pass the test for the open and competitive recruitment will be provided an opportunity to be considered in the final selection review based on their seniority as defined in Part A Section 8 of the current Collective Bargaining Agreement (CBA).
4. An employee's name shall be removed from consideration upon written or oral refusal of an offer, and must reapply and test for any future openings.

For VTA:



Suzy Choi-Lee

Date: 10/6/16

For ATU:


Diana Hermone

MEMORANDUM OF AGREEMENT

RETIREE PREFERRED 100 PPO

Between

Santa Clara Valley Transportation Authority

And

Amalgamated Transit Union, Local 265

This Memorandum of Agreement is between the Santa Clara Valley Transportation Authority (VTA) and the Amalgamated Transit Union, Local 265 (ATU). This agreement between the parties clarifies the understanding concerning the issues related to retirees' grand-fathered participation in the Preferred 100 PPO medical plan.

1. Retirees covered by the arbitrator's decision regarding the Preferred 100 PPO will continue to be made whole for the cost increases caused by the move to the PacifiCare PPO for the term of the agreement. The parties agree to meet to determine an alternate method to compensate retirees for the difference in benefits between the Preferred 100 PPO plan and the PacifiCare plan.

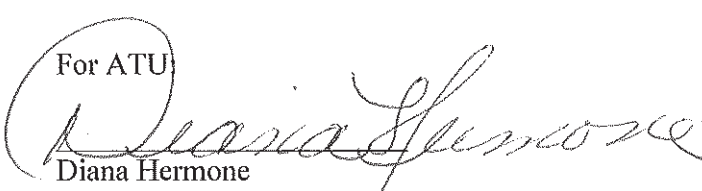
Date: 10/6/16

For VTA:



Suzy Choi-Lee
Employee Relations Manager

For ATU:


Diana Hermone
ATU Local 265 President

PART B
OPERATING SECTION

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SECTION 1 - SPECIAL PAY PROVISIONS

.1 Instruction Line Instructor and Trainees

All Operators assigned to the Training Department, or line instruction, shall be paid the highest of either 10% per hour per day in addition to their regular rate of pay or their daily regular run rate per day.

A Line Instructor assigned to the Training Department whose regular assignment is as an Extra Board Operator shall be paid a minimum of 8 hours per day or their vacation earned which shall be based on one fifty-seconds (1/52) of their previous year's earnings up to 10 hours per day, whichever is greater.

Dispatchers, Transit Radio Dispatchers, assigned a student or trainee for instruction shall be paid 10% per hour per day.

.2 Transfer and Qualification Period

Personnel who transfer from one type of work or line to another on their own volition will be required to qualify themselves for that type of work or line on their own time. When such transfer is made as a result of change in operation or at the request of VTA, such Operator will be compensated at his regular rate of pay at straight time.

.3 Reinstruction

Reinstruction during progression period: If within the first 90 days after qualifying or assignment to a new classification of work, an Operator, after having completed their training, is found to require reinstruction, they may be returned for reinstruction and paid therefore at the instruction rate of pay, provided such period of reinstruction shall not exceed five work days.

SECTION 2 - MINIMUM WAGE GUARANTEES

.1 General Provisions for All Operators

Any Operator who fails to report as assigned shall lose their daily guarantee. Operators who fail to report as assigned and who are subsequently given and complete an assignment, shall receive a minimum of four hours pay for that day.

Upon completion of work of the third frag, such completion shall establish the Operator's eight hour daily guarantee. Platform time worked on the fourth or more frags shall be computed as premium time and travel time, if any, shall be paid at straight time rate of pay.

No regular run or shift shall pay less than eight hours, including report, turn-in and travel time. Turn-in and travel time shall be paid only at straight time rate.

.2 Regular Operators

Each regular employee assigned to a regular run or shift shall be guaranteed weekly pay for the regularly scheduled number of hours on their run or shift, provided they are worked as assigned. All regular runs shall be scheduled as near to eight hours in each day as practicable.

.3 Extra Board

All extra board Operators shall be guaranteed a minimum of eight hours per day, five days per week, payable at regular pay periods, provided they were available and worked as assigned. For purposes of this Section, "Guaranteed Hours" shall mean pay time excluding there from any pay time for overtime premium, elapsed and short rest penalty which shall be paid in addition thereto.

Refusal by any extra board Operator to accept an assignment with a spread exceeding 13 hours shall not affect his guarantee.

Extra board Operators who work a regular assigned run or shift on a given day will be paid the scheduled time of such run or shift.

All time served on pay point (report protecting the pullout board) by an Operator shall be computed as time worked and all penalties shall apply. A minimum of two work hours at straight time shall be paid to Operators for each report for assignment unless assigned to a run or pay point before a two hour period has expired from such report, in which case the operator shall be paid at straight time for the actual time elapsing between such report and assignment. The overtime premium shall not apply, but all other premiums shall apply. Upon report, each Operator shall be on point unless otherwise assigned.

EXAMPLES:

1. Report at 6:00 a.m. and assigned run to go out at 7:30 a.m. Gets one and one-half work hours at straight time (does not apply toward overtime) but is computed for elapsed time.
2. Report at 6:00 a.m., stays on point until 7:30 a.m. and then goes out on run. Gets one and one-half hours work time and applies toward all penalties.
3. Report at 6:00 a.m., stays on point until 7:00 a.m. and assigned to run out at 7:30 a.m. Gets one hour work time and one-half work hour at straight time only.
4. Report at 6:00 a.m., on point until 7:00 a.m. and assigned run out at 9:00 a.m. Gets one hour work time, one hour at straight time only, and on the employee's own for last hour.

SECTION 3 - BREAKS IN SPLIT RUNS OR SHIFTS

Breaks of 60 minutes or less, and any breaks except one of more than 60 minutes in split runs or shifts, shall be deemed worked and paid for as such.

SECTION 4 - OVERTIME

.1 Definition of Overtime

Time and one-half shall be paid for all work in excess of eight hours per day, exclusive of turn-in and travel time, unless otherwise mandated by the Fair Labor Standards Act.

For the purposes of computing overtime pay, time worked shall be defined as follows:

For a Work Day

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work day.

For a Work Week

Only paid time such as actual on-duty time spent in the performance of assigned duties, paid sick leave or paid industrial injury time will be included.

Time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime for a work week.

.2 Additional Work

Time and one-half shall be paid for actual time worked by any operator in excess of regular scheduled run or shift, (with a minimum equal to three hours at straight time for trippers worked before or after a regular scheduled run or shift). When an employee fails to get relieved as per schedule, and allowed time is used to make up eight hours time, an addition of one-half time shall be added to run for such allowed time.

SECTION 5 - WORK ON DAYS OFF

An Operator called to work on their day off shall receive a minimum of eight hours work. The pay for actual time worked shall be in accordance with Section 4 of this Part B. Pay for Tripper is to be as specified in Section 4.2 of this Part B.

SECTION 6 - INFRACTION OF REST PERIOD

When the rest period between the time of terminating one day's work and reporting for another day's work is less than 10 hours (unless resulting from voluntary change of runs or shifts), additional pay for each hour below 10 hours shall apply as follows:

1st hour below 10	30 minutes
2nd hour below 10	1 additional hour's pay

SECTION 7 - EXTRA WORK

.1 Emergencies

Regular Operators who work regular scheduled runs or shifts shall not be required to run extra trips or do extra work except in cases of emergency, emergency replacement rail service, blockades, fires, or acts of God that require extra service.

.2 Special Events

For special events known sufficiently in advance that require extra service, notices shall be posted at least two weeks prior to the special event to seek volunteers to cover any extra work that cannot be covered by the regular extra board.

1. For large scale special events at Avaya, SAP, and Levi's stadiums where VTA anticipates overtime will be needed to ensure adequate service is provided VTA agrees to the following:

A "Look Ahead Schedule" of special events will be posted in each division. Revised schedules will be posted within 5 work days of learning of a special event. If anticipated attendance is known this information will be included on the special events schedule. If the event start time is known this information will also be included on the special events schedule. Event start times are subject to change.

Operators who sign up to work special event overtime shall not be assigned non special event work unless he/she agrees to do so.

.3 Methods for Assigning Extra Work

VTA shall utilize available extra board operators from the Division, and then seek volunteers from available regular operators. If there are no volunteers, VTA may assign operators by inverse seniority. Regular run operators volunteering on their regular workday will lose their run guarantee and will be paid based on work performed. Regular run operators forced to work, by inverse seniority, a different assignment shall be paid based on work performed or run pay, whichever is greater.

- .4 Late Reliefs
When equipment is on the road and relief fails to show, relief will be made as soon as possible and must be made within two hours after VTA is notified. In all cases, the Light Rail Vehicle Operator shall be responsible for returning the vehicle to the relief point within the two hour period.
- .5 Run Cancellations
Regular run Operators may be utilized within their assigned work hours to cover extra-board work if their regularly scheduled run has been cancelled. Before their regular off duty time, the operator shall be returned back to the Division. Extra board operators sent to a foreign division will be paid until returned to their home Division. Run cancellations by VTA shall not be due to purposeful understaffing or be a business strategy that undermines seniority based upon level of occurrence.

SECTION 8 - RUNS

- .1 Regular Runs
Not less than 60% percent of all regular runs in each Division shall be straight runs. Seventy-five (75%) percent of all regular runs in each Division shall be completed within 10 hours and 30 minutes.
- No run shall exceed 12 hours.
- The above percentages are to be based on weekday schedules, Monday through Friday. 90% percent of all runs in each Division shall be straight runs on Saturday and Sunday.
- .2 Fragmentary (Combination) Runs
Fragmentary (combination) runs: Not more than 80% of total frags in each Division may be made into fragmentary runs and may be signed on voluntarily, on seniority basis, at Division or System Sign-Up. Present number of regular runs shall not be reduced in any Division unless service is curtailed or lines transferred to another Division.
- All regular run provisions shall apply except that no special frag runs shall exceed 12 hours and 30 minutes elapsed time.
- On all lines having 10 or more runs, the first three runs out, and the last three runs in at night shall be at straight runs.

SECTION 9 - ELAPSED TIME

.1 Regular Run Elapsed Time

If elapsed time in any signed on regular run or shift consumed in excess of day's work exceeds any 10 1/2 hour period an additional pay of one-half time shall be added in excess of a day's work for any excess, unless resulting from voluntary change of runs or shifts.

.2 Frag Run Elapsed Time (Combination Run Spread Time)

If elapsed time in any voluntarily signed on frag run consumed in excess of day's work exceeds any 10 1/2 hour period, an additional pay of one-half time shall be added in excess of a day's work for any excess, unless resulting from voluntary change of runs or shifts.

.3 Extra Board Elapsed Time (Spread Time)

If elapsed time consumed exceeds any 10 1/2 hour period but not exceeding 11 hours, an additional pay of one-half time shall be added to the period between 10 1/2 and 11 hours only unless resulting from voluntary change of runs or shifts.

If the elapsed time exceeds an 11 hour period, the present one-time pay shall continue for any excess over 11 hours, unless resulting from voluntary change of runs or shifts.

For the purposes of this Section, time worked shall include working on pay point but shall exclude report, travel and turn-in time, unless otherwise mandated by the Fair Labor Standards Act.

SECTION 10 - REPORT TIME

Bus

Fifteen minutes shall be allowed to Operators required to report before their run or assignment begins. Report time shall not be considered in computing penalty payments based on elapsed time.

Rail

Twenty minutes shall be allowed to Operators required to report to the Operations Control Center before their run or assignment begins. Report time shall not be considered in computing penalty payments based on elapsed time. For purposes of this Section, the Light Rail Station between Hedding and Mission on First Street is considered part of the Light Rail Facility.

SECTION 11 - TRAVEL TIME

Travel time shall be paid to regular Bus and Light Rail Operators who go on duty or go off duty at some point other than their home terminal.

Travel time shall also be paid to regular Bus and Light Rail Operators who have unpaid breaks in split runs where the second part of the run begins at a point different from where the first part ended. However, Bus travel time shall not be paid for unpaid breaks in split runs where the second part of the run begins at the same location where the first part ended.

Travel time shall be computed based on the scheduled running time of service then available between the division and the relief location or between different relief locations. For Bus Operators, travel time shall be paid at the Operator's straight time rate. For Light Rail Operators, travel time shall be paid subject to applicable premiums.

Where there is more than 20 minutes (scheduled time) spent in travel to make or be relieved, VTA will review that line to determine what action can be taken to reduce such time to 20 minutes scheduled time or less. The Union and VTA agree to meet at mutually agreed times to discuss the additional travel time issues of headway before a schedule arrives and weekend reliefs. The parties agree that changes to address these types of travel time issues will only be implemented by mutual agreement.

SECTION 12 - TURN-IN TIME

All Operators, when required, shall be allowed 15 minutes to turn in receipts at the end of their day's assignment. On combination runs, 10 minutes turn-in time shall be allowed for each trip sheet when required in said combination run.

VTA will comply with Part A, Section 23, all California Wage Laws and the Fair Labor Standard Act.

SECTION 13 - DEADHEAD TIME (Not applicable to Light Rail)

Where an Operator assigned to a run is required to lay over at a foreign Division and the Operator picks up the run at the same foreign Division, they shall receive deadhead time back to their home Division. Deadhead time as defined in this Section is limited to one way.

VTA will comply with Part A, Section 23, all California Wage Laws and the Fair Labor Standard Act.

SECTION 14 - LAYOVER/BREAK PERIODS

The parties agree that this Section complies with State law pertaining to meals/rest periods as it provides an alternative to strict compliance of Industrial Welfare Order 9-2001 as amended and

effective July 1, 2004. It is the intent of the parties to expressly provide for meal and rest periods for all operators.

.1 Operator Meal/Rest Periods and Layover /Recovery Time

Layover/Recovery time is categorically distinct time from Operator Meal/Rest Periods. Typically, Layover/Recovery Time is used by VTA to adjust the running time of the schedules in accordance with route lengths and headways and to accommodate various factors that may influence the ability to meet published schedules. Operator Meal/Rest periods may be taken away from the vehicle and is set aside for the use of the Operator for rest, meals, or other personal needs.

In general, Operator Meal/Rest Periods will be taken during Layover/Recovery. However, both time periods must be programmed into the schedules or work period. All Meal/Rest periods where applicable are paid and computed as time worked. The meal/rest period time for straight runs or straight full time work periods shall have the time distributed as evenly as possible throughout the work day.

.2 Rail Operator Meal/Rest Periods

Rail Operators shall be entitled to at least fifty minutes total meal/rest time for straight runs or straight full time work periods. If the work day or the work periods exceed ten or more hours (excluding report time) there shall be an additional 30 minutes added to the operators' total break time for that work day. For Extra Board assignments that exceed a ten [10] hour work period unless the operator is relieved of all duty during the additional minutes it shall be considered on duty and paid as time worked. For example, meal/rest periods could be on paid point time or non-paid breaks in a work period.

On split runs or assignments, the thirty minutes intended to achieve compliance with the meal period, will be taken during the non paid split time of 60 minutes or more. Split runs or frag combination runs shall have at least 20 minutes for rest periods distributed evenly within the work period or schedule. In Light Rail the meal/rest break time may be scheduled using fallbacks or double fallbacks as appropriate and will not be used for the purposes of adds and cuts or any other work. The following fallback shall be maintained until the BART phase 1 extension opens.

Alum Rock-Weekday Only

7:15 to 19:30

In the event operator staffing levels fall below the minimum level needed to deliver all scheduled runs fallback will be cancelled and section .5 is invoked.

.3 Bus Operator Meal/Rest Periods

Operators shall be entitled to at least fifty minutes total meal/rest time for straight runs or straight full time work periods. Interlining will only be permitted where sufficient time is given for Meal/Rest periods.

There is no rest period due for a total work period in a work day of less than 3.0 hours. This is usually a fragmented run or part time piece of work.

On split runs, the thirty minutes intended to achieve compliance with the meal period, will be taken during the non paid split time of 60 minutes or more. Split runs or frag combination runs shall have at least 20 minutes meal/rest periods distributed evenly within the work period or schedule.

If the work day or the work periods exceed ten or more hours (excluding report time) there shall be an additional 30 minutes added to the operators' total break time for that work day. For Extra Board assignments that exceed a ten hour work period unless the Operator is relieved of all duty during the additional minutes it shall be considered on duty and paid as time worked. For example, meal/rest periods could be on paid point time or non-paid breaks in a work period.

.4 Joint Schedule Adherence Review Committee

There shall be a joint labor/management Schedule Adherence Review Committee that shall meet a minimum of once a month. The Committee will be comprised of three appointees each for the Union and VTA. The Committee will review schedule adherence issues to ensure that the minimum meal/rest periods are not reduced below the minimum requirements in this Section. The Committee will review schedules and run cuts for adherence, and will investigate reported running times that are insufficient to guarantee minimum breaks. The Committee will create a form in triplicate [copy to employee, ATU, and VTA] that will be used to report running time problems. Reports by operators of such circumstances shall be directed to VTA on this form. Each copy of the form shall be time and date stamped by the division dispatcher when turned in by the operator.

A valid complaint will be considered eligible for review if it regularly occurs at least three times per week for weekday issues or occurs on most Saturdays or Sundays during a signup period. After the Committee agrees that meal/rest periods are not within the limits specified above, VTA shall make adjustments as soon as possible and no later than 14 calendar days to bring meal/rest periods into compliance, provided that the affected Operator does not protest the change of schedule per Section 16.6. If the Operator protests the schedule change, the adjustment will begin at the next sign up and there shall be no penalty pay.

If an adjustment is determined by the Joint Committee to be appropriate and is not made in the time specified, the affected operator shall be paid one hour penalty pay a day at straight time retroactively from the date the schedule adherence form was turned into the division dispatcher until such time as the schedule adjustment is made. An Operator who does not complete their work assignment for the day is not entitled to the penalty pay.

Should the Joint Committee not agree on the validity of a complaint, the disputed complaint shall be resolved by the Expedited Arbitration process specified in Part A, Section 20.6. The above penalties are the exclusive remedies for time issues arising under the terms of this Section. The Expedited Arbitration will address the time issues and the reasons each party feels their position

is appropriate. Any interpretation questions concerning the intent of this section are subject to the normal contractual arbitration process. If the Arbitrator rules in favor of the Union, the grievant shall be paid for each day where meal/rest was not received.

The reduction or loss of meal/rest period time due to verifiable unusual circumstances will not be considered as valid complaints for schedule changes but shall be eligible for compensation for lost meal/rest period when the circumstances continue for three consecutive days or longer. Compensation shall be one hour straight time pay per day retroactive to the first day of the unusual circumstance and terminates when the unusual circumstance is alleviated. Examples of these circumstances are; traffic accidents, incidents, road construction, temporary detours, and railroad crossing delays. It is understood that under all circumstances the operator will make every effort to maintain the schedule and start each trip at the scheduled time.

SECTION 15 - EXTRA BOARD

Bus

Extra Board work will be assigned to the Extra Board Operators as near equal as possible on a daily and pay period basis.

The method of assigning Extra Board will be agreed upon by VTA and the Union.

Consistent with the requirements of the service and to the extent practicable, VTA will endeavor to post trippers and runs on the detail sheet by 2:00 p.m. of the day prior to assignment in the event it is known by those preparing the posting that such trippers and runs are open at that time. Bus and Light Rail Extra Board Operators will be assigned an entire run and will not be assigned a portion of the run, however, runs may be split as necessary to cover a short notice temporary employee absences or in emergencies.

The Union shall have the right to inspect the guarantee of Extra Board Operators.

VTA may establish a day and night board at such time as it deems necessary to accommodate expanded 24 hour service.

Operating procedures for the night board are subject to agreement between the Union and VTA.

Light Rail

The Light Rail Division shall maintain an Extra Board. The number on the Board shall be determined by VTA. The method of assigning Extra Board will be agreed to between VTA and the Union. VTA shall create a day and night Light Rail Extra Board Pilot Program by the 2016 General Sign-up which will remain in effect through 2017. In September 2017, both Parties shall meet to evaluate the Program and VTA shall determine whether to continue the Program.

Operators signing on the Extra Board will be expected to carry out any duties involved with the operation of Light Rail Vehicles during the time they are on duty. Examples of these duties could

include making up multiple units, breaking units, spotting units in the yard, and operating units through the wash rack.

The maximum daily Platform Time for Light Rail Division shall not exceed 10 hours, except agreed to between VTA and the employee.

SECTION 16 - BIDDING

.1 System Sign-Up

A System Sign-Up embracing Operators shall be held once each year, at which time said employees will select their Division for the following year. The annual effective date of the System Sign-Up shall be the beginning of the first full pay period in January. By mutual agreement between VTA and the Union, the effective date for the System Sign-Up may be either advanced or postponed as they may deem advisable in the light of the then existing circumstances. All System Sign-Ups are to be held at Don Pedro Chaboya Yard, 2240 South Seventh Street, San Jose or any mutually agreed location.

In the event of a new Division or because of a new Dial-a-Ride, there shall be a General Sign-Up mutually agreed to by VTA and the Union.

.2 Division Sign-Up (Open Run Bidding)

Division Sign-Ups for the purpose of the selection of runs, days off and positions as Extra Board Operators shall be held with each sign-up effective at the beginning of the first full pay period of the quarter. It is mutually agreed that VTA shall package all Group Relief Runs to be bid upon completion of the sign-up after input from the Union.

.3 Sign-Up Procedure

a) Facilities and Representatives

VTA will furnish the necessary facilities, equipment and clerks for the Sign-Up. The Union (Division 265) will furnish and pay for the necessary number of Union representatives. All other costs will be covered by VTA. VTA shall designate one representative and the Union shall designate one representative. Each representative shall be the sole spokesman of the group for whom he is designated to act. Each party shall advise the other at least 24 hours before the Sign-Up as to the identity of its representative.

b) Posting

The synopsis and the schedules of all Divisions will be posted at the appropriate Divisions and sent to the Union five days in advance of the Sign-Up. Posted synopses and schedules of all lines will be made available at each Division and be updated. A blended system seniority list shall be posted at each Division, showing the date and time that each Operator must bid to choose their run and Division.

The list shall be posted at least five days in advance and one copy of such list shall be forwarded to the Union at the same time.

c) Submission of Bids

Bus Divisions

All bidding will normally commence no earlier than 12:00 (noon) nor later than 3:00 p.m. on Friday until completed. Any change in the bidding time will be mutually agreed by VTA and the Union.

Rail Division

Scheduling of dates and times shall be mutually agreed to so that a minimum amount of relief shall be necessary.

d) Bid Relief

It shall be the responsibility of each Operator to be present at the designated time and place. If working at the time and desiring relief, it shall be the Operator's responsibility to request such a relief from their Division Superintendent in writing, not less than 72 hours in advance and in duplicate. Such request shall show Operator's name, badge number, date and time they are to be present to choose their run and time desiring relief and location (nearest point to Chaboya Division and/or appropriate Divisions).

In the event an Operator has requested a relief and relief is not made at specified time and place the Operator will call Chaboya and/or appropriate Division Dispatcher immediately for instructions.

Operators who have to be relieved in connection with Sign-Ups will be allowed compensation as follows:

- System Sign-Up -- All time during which the Operator is necessarily required to be off their run, up to a maximum of 150 minutes.
- Division Sign-Ups -- Travel time from and to point of relief plus 20 minutes for signing up, the total of such time not to exceed 120 minutes.

e) Bidding Availability

Any Operator who cannot be present because of working or other causes may leave his choices in writing with the Union representative at least one hour in advance of designated time to sign. In the event the choices are not available or the Operator fails to appear at the designated time, the Union representative will select the run and Division and such selection shall be final.

No one will be permitted to pass their turn to bid; all Operators must choose a run or place on the Extra Board and a Division at the time their name is called (except as

outlined in (f) of this Section). All regular runs and places on Extra Board will be open for bid and signed up on seniority basis.

f) Special Provision/Extended Leave

An Operator who has been on a known extended leave of absence of 60 calendar days or more prior to the first day of the Operator sign-up will be placed in an inactive status for the purpose of this section. This provision excludes employees absent due to Maternity Leave. Operators in an inactive status will not participate in sign-ups unless documentation is provided that returns the Operator to work within the first seven calendar days of the affected sign-up. All Operators must still pick a Division at the annual sign-up.

While in an inactive status, the Operator will revert to Extra Board guarantees as outlined in this agreement, except for vacation which shall be computed at eight hours per day.

Inactive Operators returning from leave between sign-ups shall be allowed to exercise their seniority for bidding an Extra Board position at their bid division.

g) Bid Results

When an Operator chooses a run and Division, they will exercise their seniority at that Division from a Division seniority list until the next System Sign-Up.

All Operator seniority lists shall be posted in each Division where it is visible to all Operators and kept up to date.

h) Special Provision/Extended Leave (Light Rail)

A Light Rail Operator who has been on a known extended leave of absence of 60 calendar days or more prior to the first day of the Light Rail Operator sign-up will be placed in an inactive status for the purpose of this section. This provision excludes employees absent due to Maternity Leave. Light Rail Operators in an inactive status will not participate in sign-ups unless documentation is provided that returns the Light Rail Operator to work within the first seven calendar days of the affected sign-up.

While in an inactive status, the Light Rail Operator will revert to Extra Board guarantees as outlined in this agreement, except for vacation which shall be computed at eight hours per day.

Inactive Light Rail Operators returning from leave between sign-ups shall be allowed to exercise their seniority for bidding an Extra Board position.

i) Rail Operator Vacancy List

After Full Revenue Service Level of Staffing.

VTA may choose to fill Light Rail Operator vacancies through the following process: Bus Operations will maintain a list of Bus Operators trained for Light Rail Operator duties. Bus Operators volunteering for this duty will retain this status for at least the term of the existing General sign-up.

Upon notice to Bus Operations, these Operators will be contacted in seniority order to cover the Light Rail vacancy. When refusals occur, the assignment shall be issued to the Junior Bus Operator in inverse seniority.

Operators covering a temporary Light Rail vacancy will assume all rights and guarantees applicable to the Light Rail position they have been assigned. No pay guarantees will be transferred from Bus Operations.

Performance of Light Rail duties will not affect classification seniority in Bus Operations. No seniority rights will be established by performing Light Rail duties. Performance of Light Rail duties will not affect or be counted in any subsequent promotion or probation. Operators with more than one week of vacation during this vacancy will not be used under this provision.

VTA at its discretion may also institute this staffing mechanism between sign-ups in Light Rail to cover known vacancies of 45 calendar days or more, after contractual fills have been made. This provision shall not be in conflict with Hold-Down provisions for the Light Rail Extra Board. VTA and the Union shall have Operator orientation meetings to institute the above provisions.

.4 Extra Board Transfer (Not applicable to Light Rail Division)

VTA will determine the number of Extra Board Operators to be allotted to each of the Divisions and may transfer such Extra Board Operators from one Division to another as necessity arises on seniority basis. In the event of necessity of transfer of the Operators from one Division to another within a General Sign-Up period, the Operators to be transferred shall be determined in the following manner:

First, there will be solicitation of volunteers from the Extra Board and should there not be a sufficient number of volunteers, then transfers from Extra Board shall be made in inverse order of seniority of Operators on the Extra Board.

.5 Open Run Sign-Up

Open Run Bidding: On Tuesday of each week all vacated regular runs or newly created runs (except as covered in Section 16.7 of this Part B, Hold-Down Sign-Up) shall be posted for seniority bid not later than 7:00 a.m. Posting shall show route, run number, days off, commencing time, ending time and pay time of each run. Such runs shall remain posted until Friday at 7:00 a.m., at which time bidding shall be closed. A successful bidder shall hold their run effective on the Monday following the closing of bidding on Friday. An Operator who

bids a run from the open run board shall hold the same until the elapse of eight weeks, or the effective date of a General Sign-Up, whichever occurs first, and shall not be eligible to bid for another open run during the first seven weeks of said eight week period.

Any Operator returning from Military Leave and bidding an open run shall be exempt from the seven week period requirement during the time they are on said run only.

The above posting requirement shall not apply to vacated regular runs and newly created runs when the Monday effective holding date is less than two weeks prior to the effective date of any quarterly Sign-Up.

.6 Line Sign-Ups

A line selection of runs to cover changes in schedules that would adversely affect the employee shall be effected upon the occurrence of such change. For the purpose of this paragraph, any protest by an affected Operator on change of schedule shall call for a Line Sign-Up within 15 calendar days of said change. This does not apply to Sundays, holidays or other changes necessitated by special events when necessary to operate different timetables. Notwithstanding above provisions for a Line Sign-Up of runs, it shall be permissible to inaugurate a line selection of runs in less than the above prescribed time limitations if it is possible to contact Operators in order of seniority and obtain run selection, of those runs available, to which their seniority entitles them.

If no protest is made by the Operator affected, a Line Sign-Up will not be required.

In such event, the Operator so affected will continue to receive minimum pay for their original signed on run until a new Division Sign-Up becomes effective. If a run becomes abolished between Division Sign-Ups, the Operator so affected shall be detailed to work a group of trippers selected from the extra list.

In no event shall any run that is affected and is not included in line selection, pay less than original pay time for the duration of Sign-Up. Line Sign-Ups shall be handled in the same general manner as Division Sign-Ups with the following exceptions. Schedules and synopses shall be forwarded to Business Agent and posted at Division three days in advance. All runs assigned to the line in question and all runs working multiple line assignments on said line who have any change greater than three minutes in platform time shall be included in said line selection of runs.

.7 Hold-Down Sign-Up

The word "vacancy" is defined to mean a run or shift vacated through sickness, or vacation, or assignment to any other line of duty by VTA.

Any known vacancy of 14 or more calendar days shall be posted for bid for 72 hours.

Employees who bid on hold-downs must be available to work the full assignment posted for bid. The senior Extra Board Operator bidding shall be awarded the hold-down. If assignments remain unbid, the employees required to take an assignment shall be determined by VTA in order of inverse seniority and then those employees shall be required to bid in seniority order on the open assignments.

After the completion of the bidding, the run shall become effective the first following Monday. Any Operator awarded a hold-down according to the terms of this Section must hold the vacancy until the regular Operator returns or the next Sign-Up.

.8 Transfer of Routes

Where routes are transferred from one Division to another Division, the rule of transfer shall be as follows:

Notice will be given to the Operators at the Division from which the route are being transferred informing them of the change. All Operators at that Division shall make a new selection of runs according to their seniority rights. The Operators who have selected runs on the routes that are to be transferred shall be transferred to the Division to which the work goes.

SECTION 17 - DISPATCHER POSITIONS

.1 Overtime

The overtime rate of one and one half (1 1/2) times the regular hourly rate shall be paid for all work performed before or after any scheduled regular eight (8) or ten (10) hour shift or in excess of 40 hours in any work week. Overtime work will be distributed as equally as possible.

Overtime work will be covered by available permanent dispatcher personnel first. Dispatcher and substitute Dispatcher overtime is limited as follows:

- Permanent Dispatchers and substitute Dispatchers may work no more than two of their scheduled days off per pay period, unless otherwise directed.
- Permanent Dispatchers and substitute Dispatchers may work no more than four hours into an additional shift, unless otherwise directed.

Open shifts, uncovered after attempts through regular procedures, may result in assignment to the substitute Dispatcher who is in an available status.

For the purposes of computing overtime pay, time worked shall be defined as follows:

For a Work Day

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work day.

For a Work Week

Only paid time such as actual on-duty time spent in the performance of assigned duties, paid sick leave or paid industrial injury time will be included.

Time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime for a work week.

.2 Minimum Guarantee

All Dispatchers shall be guaranteed a minimum of eight hours per day, five days per week provided they are available and work as assigned. Dispatchers working a 4/10 work schedule shall be guaranteed ten hours per day, four days per week.

.3 Call Back

Any employee called back to work after completing their shift and leaving the property, shall be guaranteed a minimum of two hours pay at the overtime rate.

.4 Seniority

If an Operator serves as a permanent Dispatcher and returns to the Operator classification, their time spent as a permanent Dispatcher shall not be counted toward their Operator seniority.

.5 Bidding

A semi-annual System Sign-Up shall be held when all Dispatchers shall select their Division as well as shifts and days off. The effective date of the System Sign-Up shall be the first Monday in January and July.

.6 Vacancies

Notice of permanent vacancies in the Dispatcher classification shall be posted in all Divisions for three working days. Bidding for such permanent vacancy shall commence with the next senior Dispatcher below the person creating the vacancy. After all the shifts and days off resulting from the system shake up have been awarded on the basis of seniority within the classification, the remaining vacant shift and days off shall be the position to which any promotion shall occur and will be filled through Change of Classification (Part A, Section 8).

.7 Training

All trainees for Dispatcher positions will be broken in on such shifts as are deemed necessary. When qualified, the employee may return to their duties as an Operator and remain as an Operator until they bid and receive a vacancy on a shift as Dispatcher as required.

Employees shall be assigned for a period not to exceed 22 work days to qualify as a Dispatcher. Provided, however, that such 22 work day period may be extended by mutual consent between the Union and VTA.

.8 Limit on Work in Two Classifications

No Operator or Dispatcher classification shall be permitted to perform the duties of both classifications during any one work day unless necessary to meet critical manpower needs.

.9 Lockers

Sufficient locker space shall be provided for Dispatchers.

.10 Manuals

VTA shall maintain Dispatcher and Bulletin manuals in Dispatch Offices.

.11 Infraction of Rest Period

When the rest period between the time of terminating one day's work and reporting for the next day's work is less than 10 hours (unless resulting from voluntary change of shifts), additional pay for each hour below 10 shall apply as follows:

1st hour below 10	30 minutes
2nd hour below 10	1 additional hour's pay
Each additional hour below 10	1 additional hour's pay

.12 Hold-down Bidding

On known vacancies of 14 calendar days or more, the first fill process will be a No Bump Bid process in seniority from the person who is off.

Thereafter, the resulting vacancy shall be offered to substitute Dispatchers in order of seniority. Employees who accept hold-downs must be available to work the full assignment offered. If assignment remains unbid, the employees required to take an assignment shall be determined by VTA in order of inverse seniority from the list of substitute Dispatchers, provided selected employee shall be able to work the full assignment.

Substitute Dispatchers may decline assignment to a shift or hold-down assignment two times per sign up without penalty or loss. A third occurrence of declining such assignment shall result in disqualification from the substitute Dispatch List for the remainder of the sign up.

After completion of the bidding, the shift shall become effective the first following Monday. Any Dispatcher or substitute Dispatcher awarded or assigned a hold-down must hold that vacancy until the regular Dispatcher returns or until the next sign-up.

Any known vacancies of 14 or more calendar days shall be posted for bid for 72 hours.

.13 Shift Coverage

Open shifts, not covered under .12 of this section, will be covered as follows:

- 1) Offered to permanent Dispatchers as an overtime opportunity.
- 2) Assigned to substitute Dispatchers without overtime costs.
- 3) Offered to substitute Dispatchers as an overtime opportunity.
- 4) Assigned by inverse seniority to substitute Dispatchers.
- 5) Assigned by inverse seniority to Dispatchers.

.14 Rest Periods

Dispatchers shall have three rest periods of 15 minutes each, two to be taken at approximately the mid-point of each half of the shift, and the third in the middle of the shift.

Dispatchers must remain within the immediate vicinity of their work area in order to continuously perform the full range of their duties. The middle break may be taken away from the work area.

Rest periods shall be considered as time worked for pay purposes and shall not be used so as to shorten the workday. The parties agree that should this paragraph be determined to be unlawful the parties will open and renegotiate this provision.

.15 Shift Differential

Dispatchers who work one-half (1/2), or more of their shift between the hours of 4:00 p.m. and 11:30 p.m. (evening shift), or who work one-half (1/2) or more of their shift between the hours of 11:30 p.m. and 7:30 a.m. (night shift) shall be paid a premium one dollar and fifty-five cents (\$1.55) per hour effective the first day of the pay period upon Union ratification one dollar and sixty cents (\$1.60) per hour effective June 2009 (effective pay period 6/1/09-6/14/09), and one dollar and sixty-five cents (\$1.65) per hour effective June 2010 (effective pay period 5/31/10-6/13/10) in addition to their regular rate of pay for work performed on such shift. This additional premium shall only be paid for actual hours worked and shall not be allowed in computing paid time off, termination payment, etc.

.16 Trading Days

Dispatchers will be allowed to trade shifts and days off within the same pay period according to the procedures established by Union and VTA. All trades are subject to approval by VTA and the ability to trade is a privilege and may be cancelled by either the Union or VTA at any time.

A trade of work will not be allowed if it violates any State, Federal, or California Public Utilities Commission regulation. Shift differential will only be paid to the employee working the shift that is eligible for the differential. Once a trade is approved, if an employee books off the absent issues will be governed by the Attendance Policy.

SECTION 18 - PART-TIME OPERATORS

.1 Maximum Number Authorized

VTA may employ part-time operators not to exceed 10% percent of all full-time operators at any time unless the number of full-time operators is less than 854 and in that event, the number of part-time operators shall not exceed 5% of the number of full-time operators. No full-time operator shall be laid off while there is a part-time operator on the payroll.

.2 Minimum/Maximum Hours of Work

Part-time operators assigned work and reporting for assignment shall be guaranteed a minimum of three hours per day at straight time. Any part-time operator who fails to report for assignment shall lose their daily guarantee. Part-time operators will not be used to protect full-time Extra Board.

Part-time operators will be limited to a maximum of five hours and 45 minutes per day and 28 hours and 45 minutes per week, except during training.

.3 Applicable Benefits

Part-time operators shall be covered by Sections 1, 2, 3, 4, 5, 6, 8, 9, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of Part A.

Part-time operators shall be eligible for all holidays under criteria specified in Section 10 of Part A and will be paid their run pay for each day for which holiday pay is due.

Part-time operators shall be eligible to accrue vacation under criteria specified in Section 11 of Part A and be paid their run pay for each day for which vacation pay is due. Choice of vacation/floating holiday dates shall be in order of VTA seniority in classification.

Part-time operators shall be eligible to accrue sick leave under criteria specified in Section 12 of Part A and be paid their run pay for each day for which sick pay is due.

Part-time operators shall be eligible to receive industrial injury benefits under criteria specified in Section 13 of Part A and be paid their run pay for each day for which pay is due under paragraph 13.1.

Part-time operators shall be eligible for the health, dental, vision and life insurance benefits under criteria provided in Section 15 of Part A provided the part-time operator authorizes the deduction of 50% of the applicable premium by payroll deduction during the first year of employment. After completion of one year of service, part-time operators shall only be required to authorize the deduction of 20% of the premium by payroll deduction.

Part-time operators will be permitted to sign-up for benefits at time of employment, when promoted to full-time and once per year during the regular benefit sign-up window. Those who sign-up during the benefit window must remain enrolled for one year.

.4 Seniority/Years of Service

VTA seniority for a part-time operator shall begin on their date of hire. There shall be a separate seniority list for part-time operators. Part-time operators shall bid frags which are not part of a run bid by full-time operators.

Part-time operators shall exercise their seniority within classification for job bids or to promote to full-time operator as specified in Section 8 of Part A. Full-time operator seniority shall begin as of the first day of employment as a full-time operator.

.5 Minimum Wage Guarantee

Part-time operators assigned work and reporting for assignment shall be guaranteed a minimum of three hours per day at straight time. Any part-time operator who fails to report for assignment shall lose their daily guarantee.

.6 Run Assignments (AM/PM)

Part-time operators will declare their preference of work (AM or PM). Thereafter, all part-time operators will declare their preference of work (AM or PM), and will only be allowed to bid runs based on these designations at division and system sign-ups. Part-time operators will be permanently designated AM or PM unless they notify VTA, through VTA established procedures, of their desire to change from an AM to PM or PM to AM designation.

.7 AM/PM Designation Changes

VTA, at its discretion and using part-time operator classification seniority, will consider changes in AM/PM designation:

- a) Between system sign-ups, when there are permanently vacated or newly created part-time runs that will be open for more than two weeks. These types of changes to AM/PM designation can only occur within a division and will be based on the change request procedures established by VTA.
- b) At the system sign-up, if the part-time operator has their request to change AM/PM designation on file at least 30 days prior to the effective date of the system sign-up using VTA established procedures. VTA will determine the number of available AM

and PM runs for the sign-up and will determine how many operators will be allowed to change their designation (AM/PM) based on run availability and part-time operator classification seniority.

.8 Temporary Transfers

When a full-time operator will be unavailable for full-time duties for a complete sign-up period, within that yard, such operator may be allowed to volunteer to temporarily transfer to a part-time status. The maximum duration an operator could be in this status would be two sign-up periods per year. The operator requesting the volunteer transfer must submit a certified doctor's certificate prior to the sign-up indicating there is a physical disability that would require reduced working hours for a designated period of time.

The full-time operator allowed to transfer would bid from the bottom of the part-time seniority list and work the part-time run for the complete sign-up period. The full-time operator would assume part-time guarantees and VTA will maintain his full-time health, dental, vision and life insurance. However, pensions would be prorated on hours worked. The period of time a full-time operator works part-time will not be considered a break in time for purposes of Part A, Section 15.6.

If needed, a part-time operator would be allowed to voluntarily transfer on a temporary basis by seniority in that same yard to a full-time position to cover the absence of the full-time operator during that period. The part-time operator would bid from the bottom of the full-time seniority list and work their bid assignment for the duration of the sign-up. The part-time operator would assume full-time appropriate guarantees and maintain their part-time benefits as per Section 18.3 Part B.

These temporary transfers shall not be counted when calculating the maximum number of part-time operators authorized under Section 18.1, Part B.

SECTION 19 - FARE INSPECTORS

.1 Overtime

The overtime rate of one-and-one-half (1 1/2) times the regular hourly rate shall be paid for all work performed before or after any regularly scheduled eight hour shift. Overtime work will be distributed as equally as possible.

For a Workday:

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received, but the time is not worked, such as Sick Leave or Industrial Injury time or time off for which no pay is received, such as approved or unapproved Leaves of Absence, shall not be counted as time worked for purposes of computing the Overtime, for a workday.

For a Workweek:

Only paid time, such as actual on-duty spent in the performance of assigned duties, paid Sick Leave or paid Industrial Injury time will be included.

Time off, for which no pay is received, such as approved or unapproved Leaves of Absence, shall not be counted as time worked for purposes of computing the Overtime for a work week.

.2 Minimum Guarantee

All Fare Inspectors shall be guaranteed a minimum of eight hours per day, five days per week, or ten hours per day for those on a 4/10 work week schedule per Memorandum of Understanding Agreement provided they are available and work as assigned.

.3 Call Back

Any Fare Inspector called back to work, after completing their shift and leaving the property, shall be guaranteed a minimum of two hours pay at the Overtime rate.

.4 Seniority

If an Operator serves as a Fare Inspector and returns to the Operator Classification, time spent as a Fare Inspector shall be counted towards Operator seniority.

.5 Bidding

Bidding by Fare Inspectors for shifts and days off shall be held four times in a calendar year. Bids shall be posted and shall become effective on the beginning of the first, full pay period of January, April, July, and October.

Bids shall be awarded according to the Inspector's seniority in classification.

It is understood that the above bidding provisions do not apply in cases of emergency, special events, or assignments. In such cases, VTA maintains discretion in making special assignments but bid days off will not be changed.

.6 Vacancies

Notice of permanent vacancies for Fare Inspectors shall be posted for bid within three working days after a vacancy occurs and shall remain posted for four working days. After all shifts and days off have been awarded on the basis of seniority in classification, the remaining vacant

shift and days off shall be the position to be filled through Change of Classification (Part A, Section 8).

.7 Training

VTA will provide, at its expense, certain special training and examinations as required by VTA, e.g., Tear Gas Training, Valid Guard Registration Card, Reserve Officer Training, psychological evaluation, medical examinations, etc.

.8 Limit on Work in Two Classifications

No Fare Inspector shall be permitted to perform the duties of two classifications during any one workday, unless necessary to meet critical manpower needs.

.9 Lockers

Sufficient locker space shall be provided for Fare Inspectors.

.10 Manuals

Copies of these bulletins will be maintained in the Transit Security Office.

.11 Rest Periods

Fare Inspectors shall have two rest periods of 15 minutes each day during the shift. Rest periods shall be taken approximately at the mid-point of each half of the shift. Rest periods shall be considered as time worked for pay purposes and shall not be postponed, so as to shorten the workday or lengthen the meal period.

.12 Shift Differential

Fare Inspectors who work one-half (1/2) or more of their shift between the hours of 4:00 p.m. and 11:30 p.m. (evening shift), or who work one-half (1/2) or more of their shift between the hours of 11:30 p.m. and 7:30 a.m. (night shift) shall be paid a premium one dollar and fifty-five cents (\$1.55) per hour effective the first day of the pay period upon Union Ratification, one dollar and sixty cents (\$1.60) per hour effective June 2009 (effective pay period 6/1/09-6/14/09), and one dollar and sixty-five cents (\$1.65) per hour effective June 2010 (effective pay period 5/31/10-6/13/10) in addition to their regular rate of pay for work performed on such shift. This additional premium shall only be paid for actual hours worked and shall not be allowed in computing paid time off, termination payment, etc.

.13 Uniforms

Service uniforms will be required to be worn by Fare Inspectors and must meet the requirements as mutually agreed upon by VTA and the Union.

Fare Inspectors are required to wear the uniform while on duty.

.14 Pay for Interviews and Testimony

Fare Inspectors required to be absent from other duties to obtain information, give testimony, or for any other purpose in connection with an accident or incident, shall not suffer a loss of

time for the service. Fare Inspectors off duty will be allowed actual time consumed, with a minimum of two hours pay, unless requested to report upon completion of their regular shift. If called for this purpose on their day off and not already working, Inspectors shall receive time and one half for actual time consumed.

.15 Assignments

For safety reasons, Management where possible, will assign Fare Inspectors in groups of two or more to perform their normal duties.

SECTION 20 –TRANSIT RADIO DISPATCHERS

.1 Minimum Guarantee

Transit Radio Dispatchers (TRD) shall be guaranteed a minimum of eight hours of work per day, five days per week or ten hours per day for those on a 4/10 work week schedule provided they are available for work and worked as assigned.

.2 Overtime

The overtime rate shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. The overtime rate shall be paid for all work in excess of any scheduled regular shift of eight hours or ten hours or in excess of 40 hours in any work week.

Overtime worked by TRDs and substitute TRDs is limited as follows:

- TRDs and substitute TRDs may work no more than five hours into an additional shift

For the purposes of computing overtime pay time worked shall be defined as follows:

For a Work Day

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work day.

For a Work Week

Only paid time such as actual on-duty time spent in the performance of assigned duties, paid sick leave or paid industrial injury time will be included.

Time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime for a work week.

.3 Callback

Any employee called back to work after completing their shift and leaving the property, shall be guaranteed a minimum of two hours pay at the overtime rate.

.4 Seniority

If an Operator serves as a TRD and returns to the Operator classification, his/her time spent as a TRD shall be counted toward his/her Operator seniority.

.5 Bidding

a) Shifts and Days Off

Bidding for shifts (including holidays) and days off shall be held four times a calendar year. Bids shall be posted and shall become effective on the beginning of the first full pay period of January, April, July, and October.

Bids shall be awarded according to the employee's seniority in his or her classification.

b) Vacancies and Promotions

Notice of permanent vacancies for TRD positions shall be posted for bid within three working days after a vacancy occurs and shall remain posted for four working days. After all shifts and days off have been awarded on the basis of seniority in classifications, the remaining vacant shift and days off shall be the position to which any promotion shall occur. Bidding for such permanent vacancy shall commence with the next senior below the TRD person creating the vacancy.

c) Hold-down Bidding

On known vacancies of 14 calendar days or more, the first fill process will be a No Bump Bid process in seniority from the person who is off. Thereafter, the resulting vacancy shall be offered to substitute TRDs in order of seniority. Employees who accept hold-downs must be available to work the full assignment offered. If an assignment remains unbid, the employee required to take the assignment shall be determined by VTA in order of inverse seniority from the list of substitute TRDs, which are able to work the full assignment.

After completion of the bidding, the shift shall become effective the first following Monday. Any TRD or substitute TRD awarded or assigned a hold-down must hold that vacancy until the TRD returns or until the next sign-up. TRD or substitute TRD may only bid a new TRD or dispatcher hold down which has an effective date after the expiration date of their current hold down.

Any known vacancy of 14 or more calendar days shall be posted for bid for 72 hours.

d) Shift Coverage

.1) Shifts that become open for less than 14 calendar days will be covered in the following priority order:

- 1) Offered to TRDs as an overtime opportunity
- 2) Offered by rotation to substitute TRDs

- 3) Assigned by inverse seniority to substitute TRDs
- 4) Assigned by inverse seniority to TRDs

.6 Meal Periods

A 30 minute unpaid meal period shall be provided during the shift and shall be taken at approximately the mid-point of the shift.

An employee shall not be denied their meal period if it is interrupted or delayed at the request of VTA. Meal periods shall not be postponed so as to shorten the work day.

.7 Rest Periods

TRDs shall have two rest periods of 15 minutes each during the shift. Rest periods shall be taken approximately at the mid-point of each half of the shift. Rest periods shall be considered as time worked for pay purposes and shall not be postponed so as to shorten the work day or lengthen the meal period.

.8 Shift Differential

TRDs who work one-half (1/2) or more of their shift between the hours of 4:00 p.m. and 11:30 p.m. (evening shift), or who work one-half (1/2) or more of their shift between the hours of 11:30 p.m. and 7:30 a.m. (night shift) shall be paid a premium of one dollar and fifty-five cents (\$1.55) per hour effective the first day of the pay period upon Union Ratification one dollar and sixty cents (\$1.60) per hour effective June 2009 (effective pay period 6/1/09-6/14/09), and one dollar and sixty-five cents (\$1.65) per hour effective June 2010 (effective 5/31/10-6/13/10) in addition to their regular rate of pay for work performed on such shift. This additional premium shall only be paid for actual hours worked and shall not be allowed in computing paid time off, termination payments, etc.

.9 Work Out of Classification

Substitute Transit Radio Dispatchers

a) Training and Certification

Operators who qualify for the change of class list for TRD will also substitute on temporary assignments for TRDs. All trainees for TRD positions will be drawn from the Bus Operator ranks first. Once qualified, the operators will return to their duties within their classification, and remain there until they bid and occupy a permanent TRD vacancy. There shall be a Substitute TRD list of up to 18 trained and qualified employees taken from the top of the Change of Classification list for rotation purposes of temporary assignments. Substitute TRD's who refuse more than two open shifts per quarter bid period will be disqualified as a substitute TRD for 90 calendar days. Emergencies shall be legitimate reasons not to substitute. No Operator will suffer a loss of wages due to substituting.

b) Limit on Work in Two Classifications

No operator or TRD will be permitted to perform the duties of both classifications during any one work day unless necessary to meet critical staffing needs. No Operator will substitute with less than ten (10) hours off duty from one work day to the next.

No Substitute TRD may work more than two of their days off in a pay period except in the case of a hold down.

SECTION 21 - MISCELLANEOUS PROVISIONS

.1 Reports, Interviews and Testimony

Employees will be paid actual time worked, at straight time rate unless it exceeds 8 hours of on duty time overtime premiums shall be paid for filling out each report form when required. When it is necessary for an employee to report to their Division to make out an accident report form, they shall be paid travel time from point of relief.

Employees required to be absent from regular duties to obtain information, give testimony or for any other purpose in connection with an accident, shall not suffer loss of time for this service.

Employees off duty who are required to report to a location other than the headquarters or relief point to give information, testimony or for any other purpose in connection with accidents will be allowed actual time consumed at place of interview, plus travel time in both directions from headquarters or relief point with a minimum of two hours, less any allowed make-up time, unless employee is requested to report at the completion of this assignment.

Interviews at the headquarters or point of relief by claims or legal staff will be paid for at actual time consumed.

If called for this purpose on day off and not already working, they shall receive time and one-half (1 1/2) for actual time consumed with a minimum equal to 12 hours at straight time.

.2 Come-See-Me-Notices

The employer will make every effort to see that requests to employees to personally contact the designated supervisor shall be kept to a minimum. The employee shall respond to requests to contact Management at/or within the designated time following posting of the notice to the employee in the message box at their home Division.

Notices concerning accidents shall be responded to at the very earliest convenience and are not subject to compensation for time spent in connection with said accident "come-see-me."

If an employee is directed by management to appear for a conference, except in the case of an accident, they shall be compensated for time spent in the conference. The intent of this provision is to compensate an employee only for time for which the employee is not already being compensated.

.3 Passenger Count Pay

Operators required to take handwritten passenger counts while on runs shall receive additional compensation.

- a) Operators taking written counts in the first four hours on shift shall receive \$1.50 in addition to their regular rate of pay.
- b) Operators taking written counts in the second four hours on shift shall receive \$1.50 in addition to their regular rate of pay.
- c) Maximum pay for any run shall be \$3.00 in addition to their regular rate of pay.
- d) Operators on trippers in a.m. shall be compensated at the rate of \$1.50 additional. Operators on trippers in p.m. shall be compensated at the rate of \$1.50 additional.
- e) Maximum pay for any run or group of trippers shall be \$3.00 in addition to their regular rate of pay.

Tabulations and record keeping on Dial-a-Ride runs are not covered by this Section.

.4 Charter Service and Expense

Charter service will operate off the Extra Board with the following exceptions:

- a) Operator must also be fully qualified to operate the type of equipment assigned to the charter trip; and further,
- b) a qualified Operator for over-the-road or out-of-town charter trips must have a minimum of one year experience with VTA, and a good safety, courtesy, and reliability record. (Not applicable to Light Rail Division).
- c) In an emergency (short order) the first Operator available may be assigned to a charter. Such assignment shall not be deemed to constitute "qualifications" for charter service.

Operators who remain away from home overnight shall receive \$32.50 per night for expenses and \$15 per day for meals, except when board and lodging are provided by chartering party.

Operators will be allowed \$5.00 for tire change or installing and removing tire chains when required to do so on charter trips. When such a change is made by other than the Operator, receipted Bill shall be presented and the Operator reimbursed.

It is understood and agreed that Operators on overnight charter trips will be released from duty in order to secure their proper rest.

.5 Uniforms

Service uniforms must meet the requirements as mutually agreed upon by VTA and the Union. Operators, Dispatchers, Transit Radio Dispatchers, and Fare Inspectors are required to wear a uniform while on duty. The basic uniform shall consist of a uniform shirt or blouse (long or short sleeves), uniform trousers, and shined shoes, styles and colors to be determined by VTA.

VTA will cooperate with the Union in negotiating with firms to secure uniforms at the most reasonable price. Whenever practicable, uniforms shall be union made. The uniform allowance may convert to a voucher system.

Eligibility for an annual uniform allowance is based on the employee's date in the classification.

All Operators with less than one year of service in the classification shall receive a uniform allowance or voucher in the amount of \$350.00 upon completion of new Operator training and shall receive a uniform allowance or voucher in the amount of \$350.00 upon completion of probation.

All Fare Inspectors with less than one year of service in the classification shall receive a uniform allowance or voucher in the amount of \$400.00 upon completion of new Fare Inspector training and shall receive a uniform allowance or voucher in the amount of \$350.00 upon completion of probation.

All Operators and Fare Inspectors with one or more years of service in the classification shall receive an annual uniform allowance or voucher in the amount of \$350.00 on the last payday of September.

All Dispatchers and Transit Radio Dispatchers with one or more years of service in the classification shall receive an annual uniform allowance or voucher in the amount of \$350.00 on the last payday of each September.

The maximum balance any employee can accrue shall not exceed two (2) times the annual uniform allowance for that employee's job classification.

.6 Drivers' Rooms

Drivers' rooms shall be provided and furnished with sufficient lockers, tables, benches or chairs. Suitable facilities shall be provided for making out accident reports.

.7 Equipment

Equipment shall leave headquarters cleaned and in proper working condition. Operators shall not be expected to do repair work except in cases of emergency.

Train Operators will be trained in troubleshooting. This training will include, but not be limited to, resetting main circuit breakers and a limited amount of small circuit breakers; cutting out motors, releasing brakes, dropping a lift pantograph, isolating air and (un)coupling cars. Satisfactory completion of this training is a requirement. Use of tools is not required.

.8 Trading Runs or Days Off

Operators will be allowed to trade runs or days off according to procedures established by the Union and VTA. The Union and VTA agree that all trading of runs or days off is a privilege that may be cancelled, by either the Union or VTA, at any time. All trades of runs or days off are subject to prior VTA approval. A trade of work will not be allowed if it violates any State, Federal, or California Public Utilities Commission regulation.

The trading of runs or days off must occur in the same work week. A work week starts on Monday and ends on Sunday. Run will be traded for run and day off will be traded for day off. Operators can trade runs on holidays if both have runs that work the day. At no time would a trade result in more than five work days in a week.

Operators cannot trade days with an Operator who is booked off prior to the trade. Once such a trade is made and approved, the trade will be honored even in the event of an Operator booking off for the first part of the trade.

PART C
GENERAL MAINTENANCE SECTION

SECTION 1 - HOURS OF WORK

.1 Work Week

Forty hours of work shall constitute a full week's work. The work week shall begin on Monday and end on Sunday. Each employee shall be guaranteed five consecutive days of work in seven consecutive days, provided he or she is available and reports for work.

.2 Shift Work

Eight full hours of work within eight consecutive hours shall constitute a full day's work.

.3 Meal Periods

A 30 minute unpaid meal period shall be provided on each shift and shall be taken at approximately the mid-point of the shifts. The time of meal periods shall be set by mutual agreement between the Union and VTA.

Should VTA at any time hereafter grant a paid meal period to any other VTA employees, the former paid meal period will be restored or an equitable paid meal period will be paid to maintenance employees. This excludes unique, unusual or temporary situations.

An employee shall not be denied his meal period if it is interrupted or delayed at the request of VTA. Meal periods shall not be postponed so as to shorten the work day.

.4 Rest Periods

Maintenance Section employees shall have two rest periods of 15 minutes each on each shift. Rest periods shall be taken approximately at the midpoint of each half of the shift and shall not be arranged so as to shorten the work day or lengthen the meal period. Rest periods shall be considered as time worked for pay purposes.

.5 Clean-Up Period

Maintenance employees shall have one paid five minute personal clean-up period per shift. The clean-up period shall be during the last five minutes of the assigned work time.

SECTION 2 - PREMIUM PAY

.1 Overtime

The overtime rate shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. The overtime rate shall be paid for all work performed in excess of eight hours in any 24 hour period unless resulting from a voluntary change of shifts.

The overtime rate shall be paid for all work in excess of eight hours in any regular shift or in excess of 40 hours in any work week.

All things being equal, the opportunity to work overtime will be distributed as equally as practicable. VTA shall utilize a reasonable recordkeeping system to record the opportunity to work overtime in each classification, shift and yard. Authorized Union representatives shall be permitted to review these records during regular working hours to verify compliance with the overtime distribution obligation of this paragraph.

Overtime will not be denied as any form of discipline.

For the purposes of computing overtime pay, time worked shall be defined as follows:

For a Work Day

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work day.

For a Work Week

Only paid time such as actual on-duty time spent in the performance of assigned duties, paid sick leave or paid industrial injury time will be included.

Time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime for a work week.

.2 Call Back Pay

Any employee called back to work after completing their shift and leaving the property, shall be guaranteed a minimum of 4 hours' pay at one and one-half (1 1/2) the employee's regular rate.

.3 Shift Differentials

Employees who work one-half (1/2) or more of their shift between the hours of 4:00 p.m. and 11:30 p.m. (evening shift) shall be paid a 5% differential in addition to their regular rate of pay for work performed on such shift.

Employees who work one-half (1/2) or more of their shift between the hours of 11:30 p.m. and 7:30 a.m. (night shift) shall be paid a 10% differential in addition to their regular rate of pay for work performed on such shift.

Employees who work one-half (1/2) of their shift on the evening shift and the other half of their shift on the night shift shall receive the 10% differential for work performed on such shift.

.4 Work Out of Classification

If an employee is temporarily transferred to a higher-rated job and they have previously qualified for or held the higher rated job, they shall be paid at the regular rate of pay for the higher position. If an employee is temporarily transferred to a lower rated job, they shall be paid at the regular rate of pay for the higher position.

If an employee is temporarily transferred to a lower rated job the employee shall retain seniority in their former position while filling the temporary vacancy.

If there is no qualified regular employee available to fill a temporary vacancy of 14 days or less due to vacations, sick leave or leave of absence, employees shall be assigned on the basis of seniority and qualifications to fill such vacancies in a higher classification for training purposes. Employees shall be so assigned for no more than 30 days and shall be paid for the period of assignment at their regular rate of pay. This 30 day period of assignment shall not automatically deem the employee qualified for the higher level.

- a) Known vacancies of greater than 14 days but less than 61 days VTA shall utilize the Standing Bid Process to bid the temporary vacancy within those in the same division, shift, and classification. Employees on vacation or otherwise ineligible for work covering any part of the vacancy attempting to be filled, shall not be eligible to bid for this vacancy. The resulting vacancy, if VTA elects to fill it, shall then be available to be bid by those employees in the lower classifications in seniority order using the Standing Bid Process. This process shall be repeated until the resultant vacancy is no longer covered by a Standing Bid by any available employees.

Permanent employees temporarily worked out of their existing classification, as a result of this process, shall be paid at the higher classification rate of pay, but shall not accrue seniority in the higher classification. However, they shall continue to accrue seniority in their permanent classification for the duration of any temporary assignment under this provision. This period of assignment shall not automatically deem the employee qualified for the higher classification.

- b) Known vacancies of 61 days or greater
 1. If VTA elects to fill this vacancy, it shall utilize the Standing Bid Process to bid the temporary vacancy among those in the same Division and classification. The resulting vacancy may then be filled by the most senior employee, on the Change of Classification list, from the Division where the vacancy exists. If there are no such applicable employees, the appointment may be offered to the most senior employee on the applicable Change of Classification list irrespective of Divisional assignment.

Employees on the Change of Classification list for a position that would be a demotion, (lesser in pay scale), shall not be considered when asking any

temporary appointments from the list. However, this shall not affect the(se) employee(s) placement on the list for permanent vacancy appointments.

2. The above process shall be repeated until the resultant vacancy is no longer covered by a Change of Classification list.
3. Refusal by an employee, on the Change of Classification list, to accept a temporary appointment of 61 days or greater will result in their removal from that list. If the duration of any one singular temporary appointment equals or exceeds the standard promotional probationary period, the employee will have satisfied that period if selected to fill a permanent vacancy.
4. Permanent employees temporarily worked out of their existing classification, as a result of this process, shall be paid at the vacancy classification rate of pay, but shall not accrue seniority in this classification. However, they shall continue to accrue seniority in their permanent classification for the duration of any temporary assignment under this provision.
5. The permanent employee utilized to fill such temporary vacancies shall return to their existing bid assignment at their home Division.

.5 Lead Pay

An employee assigned as a lead person shall be paid a 5% differential in addition to their regular rate of pay.

SECTION 3 - BIDDING

.1 Maintenance Sign-Up

Bus

An annual sign-up shall be held for all employees in the Bus Maintenance Section. Employees shall select their Bus Division and shift within the Division, by classification, for the following year. The effective date of the sign-up shall be the beginning of the first full pay period in January.

General Maintenance

An annual sign-up shall be held for all employees in the General Maintenance Section. Employees shall select their Division and shift within the Division, by classification, for the following year. The effective date of the sign-up shall be the beginning of the first full pay period in January.

Light Rail

An annual sign-up shall be held for all employees in the Light Rail Maintenance Section. The effective date of the sign-up shall be the beginning of the first full pay period in January. VTA will provide 30 days notice to the Union of the date of the sign-up. Employees shall select their shift within the Light Rail Division, by classification, for the following year.

A temporary change of shift for Way, Power and Signal employees assigned to the Light Rail Division may be made on an emergency basis. This provision is meant to address conditions which VTA could not reasonably predict or control. This temporary change will not be used to avoid the payment of overtime or call-back.

If possible, advance notice will be given to employees of the temporary shift change. The advance notice will also include an estimate of the duration of the shift change. This change of shift will not be deemed a voluntary change for purposes of Section 2.1. Shift differentials under Section 2.3 shall apply.

.2 Vacancies

a) Permanent Vacancies

Notice of permanent vacancies in the Maintenance Section in all classifications, shall be posted for standing bid on bulletin boards at the Division where such vacancy occurs. If no qualified personnel in appropriate classifications bid in the Division where such permanent vacancy occurs, the Change of Class list from Part A, Section 8 shall be used to fill vacancies based on seniority and qualifications before hiring from outside. The notice of standing bids shall remain on bulletin boards for four days, and a copy shall be sent to the Union President or authorized representative at time of posting and upon awarding of the standing bid.

b) Temporary Vacancies Greater Than 14 Days

Temporary vacancies greater than 14 days in all classifications, shall be posted for bid on bulletin boards for three days at the Division where such vacancy occurs.

Employees may complete a Standing Bid form and submit it to the clerk at the Division at any time. Only the most current form will be used in this bidding process, which must be on file with VTA at least 24 hours prior to any bid. A VTA and Union representative shall initiate the Standing Bid process and inform the affected employees of VTA approved position changes. All such position changes shall be effective on the first Monday following the award and as a voluntary move, shall not incur overtime or premium pay solely as a result of the movement caused by the bid process.

VTA shall post, at the Division where the bidding has occurred, the results of the bid upon completion.

The Union and VTA will agree on job bid descriptions and classifications to fit all employees in the Maintenance Section. This provision is to apply only to job bids.

- c) Temporary Vacancies of 14 Days or Less
 - All temporary vacancies of 14 days or less will first be filled by the use of volunteers then filled by the use of inverse seniority.
 - Employees reassigned may elect to report directly to the temporary location or their assigned division.
 - The employer is responsible for the safe transportation of the employee's tool box to and from the temporary location.

.3 Promotions

Employees in the Bus or Rail Maintenance will be promoted through Change of Classification, Part A, Section 8. Maintenance employees, Rail and Bus, take priority over Operations and Information Services employees for Maintenance positions.

SECTION 4 - TOOLS

.1 Allowance and Insurance

All classifications of maintenance personnel except Service Worker, Parts Foreperson, Parts Clerk, Facilities Worker, Overhead Line Worker, Substation Maintainer, Senior Track Worker, Track Worker, Maintenance Worker and Lead Maintenance Worker shall be required to possess on the job a set of tools as established by VTA. These tools must be available to the employee on the job site at all times during the prescribed hours of work and shall be inventoried in accordance with VTA procedures. No Facilities Worker shall be required to use their own tools at any time. In the event VTA determines it is necessary for Facilities Workers to use tools, VTA shall provide such tools.

Effective February 2015, the following tool allowance will be paid as follows:

Transit, O & R, P & B, Upholstery and LR Foreperson	\$350		\$350
Support Mechanic	\$350	Upholsterer	\$350
Transit Mechanic	\$350	Electronic Technician	\$350
Transit Mechanic (G)	\$350	Electro-Mechanic	\$350
O & R Mechanic	\$350	Paint & Body Worker	\$350
Service Mechanic	\$350	Hydrogen Mechanic	\$350

The tool allowance amount will increase by \$15.00 in February of each year for the term of the Agreement.

Maintenance employees may submit to VTA claims for reimbursement for loss of inventoried tools due to proven theft.

VTA shall supply maintenance employees with safety glasses, including prescription safety glasses, when requested in accordance with procedures established by VTA if the employees are engaged in work in which the absence of safety glasses presents a safety hazard.

.2 Power Tools

No employee shall be required to use their own power tools at any time. In the event VTA determines it is necessary for employees to use power tools, VTA shall provide such tools.

.3 Employees Called Back From Lay Off

Employees who are called back to work from a Call Back List to a classification that is entitled to receive the annual tool allowance will receive the allowance as follows:

1. Employees called back in February will receive the full amount of the tool allowance for the classification they are called back to.
2. Employees called back in any other month, after February, will receive a reduced tool allowance based on a prorated monthly calculation up to the last month of the annual tool allowance.
3. The month that the employee returns to his or her former position will be counted as the first month.
4. Employees who have received a tool allowance for the year, for any classification, will not receive an additional tool allowance, even if called back to a classification that is entitled to a higher annual tool allowance.

SECTION 5 - APPAREL

VTA shall select and supply each Maintenance employee the first 11 pairs of either coveralls or uniforms at the employee's option and thereafter replace and launder them as required. A supply of safety winter gear (I.E. reflective, water repellent jackets, and when requested corresponding pants) shall be maintained for the use of Maintenance personnel. Where possible, winter gear shall carry a Union label. VTA will provide proof to the Union if Union label products are unavailable.

All Way, Power & Signal employees, all Service Workers and those that bid into the Roadcall Unit (because they are routinely required to work in inclement weather areas) will be provided the necessary safety and foul weather gear; which may include, but is not limited to, a raincoat (with a removable thermal liner or vest), rain set, hat and boots.

Each employee is required to wear approved footgear. Each employee shall be entitled to a voucher to be applied toward purchases of footgear (boots, inserts and socks).

SECTION 6 - FACILITIES

VTA shall furnish adequate lockers, hangers, washrooms, and drinking and toilet facilities in all the Maintenance shops and keep them in a sanitary condition.

SECTION 7 - TRAINING

The scope and content of the training offered by VTA shall be determined by VTA.

VTA shall determine the employees for whom retraining is required to develop or improve skills necessary to perform satisfactorily in the classification within which the employee is then employed.

Any training necessary to familiarize employees with new equipment, procedures or methods of operation shall be assigned to those employees in the area where the new equipment, procedures or methods of operation apply on the basis of classification seniority by yard and shift. If an employee wishes to postpone such an assignment for pressing personal reasons, they may be excused from such training and an employee in the next lower seniority rank will be assigned. No employee shall be denied a promotion because they lack familiarity with new equipment, procedures or methods of operation for which they were denied the opportunity to train under this paragraph.

VTA supports the concept of providing training during an employee's regularly scheduled shift. At VTA's determination, training will be scheduled to minimally impact swing and graveyard employees. Efforts will be made to conduct training on all shifts. If training is off the employee's normally picked shift, flexible schedules will be allowed by mutual agreement of the employee and his/her immediate supervisor.

Any training program offered by VTA to permit employees in lower classifications to develop the skills necessary for promotion to a higher classification shall be posted for bid and awarded to the senior bidder (based on classification seniority) possessing the qualifications established by VTA for the higher classification, provided that if the exercise of seniority rights removes from a yard and shift necessary skills which cannot be replaced by reassignment by inverse seniority from other yards, VTA may require, by inverse seniority, skilled personnel to defer training until the next opportunity, in which case if the deferred employee is later trained and promoted they shall suffer no loss of seniority in the classification to which they are promoted as a result of such deferment.

VTA shall reimburse employees for tuition, books and materials in the event that an employee successfully completes courses at educational or technical institutions if the employee has received approval prior to beginning of that course from VTA.

VTA shall identify and provide information on outside training programs currently available which will assist employees in mechanic skill areas in developing and/or improving skills necessary to qualify for promotion.

SECTION 8 - HOLIDAY SCHEDULES

Levels of staffing in the Maintenance Section on the holidays described in Section 10.1 of Part A shall be similar to the levels maintained on Sundays unless VTA gives at least two weeks prior notice of change and bids the work changes.

TRADING DAYS OFF

1. All Bus and Rail Maintenance employees will be allowed to participate;
2. All trades are subject to prior VTA and ATU approval. A trade will not be allowed if it violates any state, federal, or California Public Utilities Commission regulation;
3. The trade must occur in the same workweek, shift, division and job classification. A workweek starts on Monday and ends on Sunday. A trade shall include no more than two (2) days off at a time and will involve no more than two (2) employees;
4. Application must be submitted 24 hours in advance for approval by Maintenance Superintendent or their designee;
5. A trade will not be approved if it results in an employee working overtime or more than five workdays in a week;
6. Employees working a 4 day 10 hour (4/10) work schedule are not eligible;
7. A trade will not be approved if either employee has scheduled time off prior to the trade in the same week;
8. A trade will not be approved if employee has been scheduled for mandatory training;
9. If a trade is approved, it will be honored even in the event of an employee absence;
10. Failure to honor a trade will result in an employee forfeiting participation for 12 months. The attendance program shall apply;
11. No employee may gain benefit from a trade, I.E. an employee working on what would be his/her normal day off may not fill in for Lead-man and/or Foreman regardless of seniority (based on past practice from original agreement signed January 2009).

SECTION 9 – COMPLETION OF NEW CLASSIFICATION IMPLEMENTATION

VTA has established a new General Maintenance Section and General Maintenance Classifications listed in Part A, Section 5.1.

Transit Mechanic (G)

Transit Mechanic (G) (grandparented) shall exist only until all individuals have promoted, resigned, retired, or otherwise left VTA employment. At that time, the classification will cease to exist. No one shall be promoted or hired into a vacated position.

For Transit Mechanic (G), proportionate weekend bid schedules will be maintained unless service requirements dictate otherwise. Transit Mechanic, Transit Mechanic (G), and O & R Mechanic shall each bid separately for purposes of Part C, Section 3.1.

Up to five or 20% whichever is greater, O & R Mechanics per annual sign-up under Part C, Section 3.1, may elect to transfer and bid to a Transit Mechanic position. O & R Mechanics electing to transfer must provide a 30 day advance written notice prior to the system sign-up date, indicate that they will transfer and bid to a Transit Mechanic position. The resulting vacant O & R Mechanic position is open for bid from among the O & R Transit Mechanics Change of Classification list.

Should the O & R Mechanic Change of Classification list be exhausted, Transit Mechanics will be assigned in inverse seniority to fill the vacant O & R Mechanic position's prior to system sign up date.

General Maintenance Section

General Maintenance Classifications will replace similar Bus Maintenance, Rail Maintenance, and System Maintenance classifications.

General Maintenance Classification seniority for change of class purposes shall be used as is other Maintenance Seniority. Maintenance will continue to go to Maintenance.

General Maintenance classification seniority lists for each of classifications listed in Part A, Section 5.1 will be comprised of seniority lists from the Bus, Rail and Systems sections. After the seniority lists are combined, employee classification seniority will be determined by all time accrued in the former like classifications in the Bus, Rail or Systems sections. The new classification seniority lists will be effective with the signing of this agreement.

PART D

INFORMATION SERVICES SECTION

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SECTION 1 - MINIMUM GUARANTEE

All Information Services Section employees shall be guaranteed a minimum of eight hours of work per day, five days per week provided they are available for work and worked as assigned.

SECTION 2 - OVERTIME

The overtime rate shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. The overtime rate shall be paid for all work in excess of eight hours in any regular shift or in excess of 40 hours in any work week.

For the purposes of computing overtime pay time worked shall be defined as follows:

For a Work Day

Only actual on-duty time spent in the performance of assigned duties will be included. Time off for which pay is received but the time is not worked such as sick leave or industrial injury time or time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime, for a work day.

For a Work Week

Only paid time such as actual on-duty time spent in the performance of assigned duties, paid sick leave or paid industrial injury time will be included.

Time off for which no pay is received such as approved or unapproved leaves of absence shall not be counted as time worked for purposes of computing the overtime for a work week.

SECTION 3 - CALL BACK

Any employee called back to work after completing their shift and leaving the property, shall be guaranteed a minimum of two hours pay at the overtime rate.

SECTION 4 - BIDDING

.1 Shifts and Days Off

Bidding for shifts and days off shall be held four times a calendar year. Bids shall be posted and shall become effective on the beginning of the first full pay period of January, April, July, and October.

No sign-up shall have more than 40% of the shifts designated as Floater Relief shifts.

Bids shall be awarded according to the employee's seniority in his or her classification.

.2 Vacancies and Promotions

Notice of permanent vacancies in the Information Section shall be posted for bid within three working days after a vacancy occurs and shall remain posted for four working days. After all shifts and days off have been awarded on the basis of seniority in classifications, the remaining vacant shift and days off shall be the position to which any promotion shall occur.

.3 Hold-Down Sign-Up

The word "vacancy" is defined to mean a shift vacated through sickness, vacation, or other approved leaves of absence which VTA intends to fill.

Any known vacancy of 14 or more calendar days shall be posted for bid for 72 hours.

Employees who bid on hold-downs must be available to work the full assignment posted for bid. The senior floater/relief employee bidding shall be awarded the hold-down. If assignments remain unbid, the Floater Relief employees required to take an assignment shall be determined by VTA in order of inverse seniority and then those Floater Relief employees shall be required to bid in seniority order on the open assignments.

After the completion of the bidding, the shift shall become effective the first following Monday. Any floater/relief employee awarded a hold-down according to the terms of this Section must hold the vacancy until the regular employee returns or the next Sign-Up.

SECTION 5 - MEAL PERIODS

A 30 minute unpaid meal period shall be provided during the shift and shall be taken at approximately the mid-point of the shift.

An employee shall not be denied their meal period if it is interrupted or delayed at the request of VTA. Meal periods shall not be postponed so as to shorten the work day.

SECTION 6 - REST PERIODS

Information Section employees shall have two rest periods of 15 minutes each during the shift. Rest periods shall be taken approximately at the mid-point of each half of the shift. Rest periods shall be considered as time worked for pay purposes and shall not be postponed so as to shorten the work day or lengthen the meal period.

SECTION 7 - SHIFT DIFFERENTIAL

Information Section Employees who work one-half (1/2) or more of their shift between the hours of 4:00 p.m. and 11:30 p.m. (evening shift), or who work one-half (1/2) or more of their shift between the hours of 11:30 p.m. and 7:30 a.m. (night shift) shall be paid a premium of one dollar and fifty-five cents (\$1.55) per hour effective the first day of the pay period upon Union Ratification, one dollar and sixty cents (\$1.60) per hour effective June 2009 (effective pay period 6/1/09-6/14/09), and one dollar and sixty-five cents (\$1.65) per hour effective June 2010 (effective 5/31/10-6/13/10), in addition to their regular rate of pay for work performed on such shift. This additional premium shall only be paid for actual hours worked and shall not be allowed in computing paid time off, termination payments, etc.

SECTION 8 - WORK OUT OF CLASSIFICATION

Any person used to fill a temporary vacancy through this process must successfully complete training, meet performance standards, and maintain excellent attendance or be returned to their previous status.

- a) Information Services Representative Vacancy - Subsequent to 4.3 Process to be filled by:

Industrially injured, currently non-working, approved by Risk Management and physically qualified Change of Class persons.

Refusal will result in removal from the Change of Class list.

All persons meeting the above criteria may be trained prior to known vacancies.

SECTION 9 - BILINGUAL DUTY PAY

Employees whose abilities have been determined by VTA as qualifying to provide bilingual speaking or writing services to the public, who are assigned and actually perform Bilingual duty shall be paid a premium of seventy-five cent (\$.75) per hour in addition to their regular rate of pay for Bilingual duty. This additional premium shall only be paid for actual hours worked and shall not be allowed in computing time off, termination payments, etc.

Bilingual speaking or writing services to the public shall be defined as:

- a) Public contact which requires continual eliciting and explaining information in a language other than English; or
- b) where translation of written material in a language other than English is a continuous assignment; or

- c) the position is the only one in the work location where there is a demonstrated need for translation of a language other than English in providing services to the public.

SECTION 10 - UNIFORMS

Upon successful completion of departmental training, new employees will receive a one year's uniform allowance or voucher, in the amount of \$350.00. Upon successful completion of probation, all new employees shall receive an additional uniform allowance or voucher in the amount of \$350.00.

Following receipt of the training and probationary end allowances, the next annual uniform allowance for the Information Services Representative or Senior Information Representative with one or more years of service within the classification will be on the last payday in July of the following year in the amount of \$350.00.

Effective with the date of each annual allowance the maximum balance any employee can maintain cannot exceed two (2) times the annual allowance. This will begin with the July 2002 allowance.

SECTION 11 – TRAINING DIFFERENTIAL

Information Services Section employees who are assigned, by their Supervisor, to provide training, shall be paid an additional 10% per hour for the actual time conducting the training rounded up to the nearest 15 minutes.

SECTION 12 – SOCIAL MEDIA

Information Services Section employees shall have access to all forms of social media utilized by VTA customers and shall respond appropriately within their customer service duties. All other responses will be directed to the respective department for a response. This provision recognizes that other VTA departments may communicate utilizing social media in accordance with their respective job duties.

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APPENDIX A

HOURLY WAGE TABLE

HOURLY WAGE TABLE

Information Services									
Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Information Services Representative	20.50	21.97	23.43	24.90	26.36	27.83	29.29		
Sr Information Representative	28.28	30.21	32.14						
Bus									
Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Operator Trainee	16.17								
Operator	19.40	21.01	22.63	24.25	25.86	27.48	29.10	30.71	32.33
Dispatcher	25.66	27.49	29.32	31.15	32.99	34.82	36.65		
Transit Radio Dispatcher	25.66	27.49	29.32	31.15	32.99	34.82	36.65		
Facilities Worker	19.60	21.00	22.40	23.80	25.20	26.60	28.00		
Service Worker	22.06	23.64	25.22	26.79	28.37	29.94	31.52		
Parts Clerk	22.54	24.15	25.76	27.37	28.98	30.59	32.20		
Transit Mechanic - Hydrogen	37.86	40.44	43.02						
Support Mechanic	23.77	25.46	27.16	28.86	30.56	32.25	33.95		
Transit Mechanic (G)	31.03	33.14	35.26						
Transit Mechanic	36.07	38.53	40.99						
Overhaul & Repair Mechanic	36.07	38.53	40.99						
Paint & Body Worker	36.07	38.53	40.99						
Upholsterer	36.07	38.53	40.99						
Electronic Technician	36.07	38.53	40.99						
Parts Foreperson	35.08	37.47	39.86						
Transit Foreperson	39.31	41.99	44.67						
Overhaul & Repair Foreperson	39.31	41.99	44.67						
Paint & Body Foreperson	39.31	41.99	44.67						
Upholstery Foreperson	39.31	41.99	44.67						
Service Mechanic	28.80	30.77	32.73						
Service Worker - Foreperson	23.77	25.46	27.16	28.86	30.56	32.25	33.95		
Rail									
Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Operator	22.63	24.25	25.86	27.48	29.10	30.71	32.33		
Dispatcher	25.66	27.49	29.32	31.15	32.99	34.82	36.65		
Facilities Worker	19.60	21.00	22.40	23.80	25.20	26.60	28.00		
Service Worker	22.06	23.64	25.22	26.79	28.37	29.94	31.52		
Fare Inspector	23.16	24.82	26.47	28.13	29.78	31.44	33.09		
Parts Clerk	22.54	24.15	25.76	27.37	28.98	30.59	32.20		
Paint & Body Worker	36.07	38.53	40.99						
Electro - Mechanic	36.07	38.53	40.99						
Electronic Technician	36.07	38.53	40.99						
Foreperson - LRT	39.31	41.99	44.67						
Paint & Body Foreperson	39.31	41.99	44.67						
Maintenance Worker	19.60	21.00	22.40	23.80	25.20	26.60	28.00		
Lead Maintenance Worker	20.57	22.04	23.50	24.97	26.44	27.91	29.38		
Track Worker	31.03	33.14	35.26						
Sr Track Worker	36.07	38.53	40.99						
Substation Maintainer	42.37	45.26	48.15						
Overhead Line Worker	42.37	45.26	48.15						
Light Rail Power Foreperson	45.71	48.82	51.94						
Service Worker - Foreperson	23.77	25.46	27.16	28.86	30.56	32.25	33.95		

Information Services				
Class Title	Last Rate	10/01/15	10/10/16	10/09/17
Information Services Representative	\$28.16	\$29.29	\$30.46	\$31.75
Sr Information Representative	\$30.90	\$32.14	\$33.43	\$34.85
Bus				
Class Title	Last Rate	10/01/15	10/10/16	10/09/17
Operator Trainee	\$15.55	\$16.17	\$16.82	\$17.53
Operator	\$31.09	\$32.33	\$33.62	\$35.05
Dispatcher	\$35.24	\$36.65	\$38.12	\$39.74
Transit Radio Dispatcher	\$35.24	\$36.65	\$38.12	\$39.74
Facilities Worker	\$26.92	\$28.00	\$29.12	\$30.36
Service Worker	\$30.31	\$31.52	\$32.78	\$34.17
Service Mechanic	\$31.47	\$32.73	\$34.04	\$35.49
Parts Clerk	\$30.96	\$32.20	\$33.49	\$34.91
Transit Mechanic - Hydrogen	\$41.37	\$43.02	\$44.74	\$46.64
Support Mechanic	\$32.64	\$33.95	\$35.31	\$36.81
Transit Mechanic (G)	\$33.90	\$35.26	\$36.67	\$38.23
Transit Mechanic	\$39.41	\$40.99	\$42.63	\$44.44
Overhaul & Repair Mechanic	\$39.41	\$40.99	\$42.63	\$44.44
Paint & Body Worker	\$39.41	\$40.99	\$42.63	\$44.44
Upholsterer	\$39.41	\$40.99	\$42.63	\$44.44
Electronic Technician	\$39.41	\$40.99	\$42.63	\$44.44
Parts Foreperson	\$38.33	\$39.86	\$41.45	\$43.21
Transit Foreperson	\$42.95	\$44.67	\$46.46	\$48.43
Overhaul & Repair Foreperson	\$42.95	\$44.67	\$46.46	\$48.43
Paint & Body Foreperson	\$42.95	\$44.67	\$46.46	\$48.43
Upholstery Foreperson	\$42.95	\$44.67	\$46.46	\$48.43
Service Worker - Foreperson	\$32.64	\$33.95	\$35.31	\$36.81
Rail				
Class Title	Last Rate	10/01/15	10/10/16	10/09/17
Operator	\$31.09	\$32.33	\$33.62	\$35.05
Dispatcher	\$35.24	\$36.65	\$38.12	\$39.74
Facilities Worker	\$26.92	\$28.00	\$29.12	\$30.36
Service Worker	\$30.31	\$31.52	\$32.78	\$34.17
Fare Inspector	\$31.82	\$33.09	\$34.41	\$35.87
Parts Clerk	\$30.96	\$32.20	\$33.49	\$34.91
Paint & Body Worker	\$39.41	\$40.99	\$42.63	\$44.44
Electro - Mechanic	\$39.41	\$40.99	\$42.63	\$44.44
Electronic Technician	\$39.41	\$40.99	\$42.63	\$44.44
Foreperson - LRT	\$42.95	\$44.67	\$46.46	\$48.43
Paint & Body Foreperson	\$42.95	\$44.67	\$46.46	\$48.43
Maintenance Worker	\$26.92	\$28.00	\$29.12	\$30.36
Lead Maintenance Worker	\$28.25	\$29.38	\$30.56	\$31.86
Track Worker	\$33.90	\$35.26	\$36.67	\$38.23
Sr Track Worker	\$39.41	\$40.99	\$42.63	\$44.44
Substation Maintainer	\$46.30	\$48.15	\$50.08	\$52.21
Overhead Line Worker	\$46.30	\$48.15	\$50.08	\$52.21
Light Rail Power Foreperson	\$49.94	\$51.94	\$54.02	\$56.32
Service Worker - Foreperson	\$32.64	\$33.95	\$35.31	\$36.81

APPENDIX B

ADDENDUMS

Tentative Agreement

Addendum to the Collective Bargaining Agreement
Between
The Santa Clara Valley Transportation Authority
And The
Amalgamated Transit Union, Local 265

The following is a tentative agreement with regards to the current Collective Bargaining Agreement to modify its' terms and conditions of employment in order to produce cost savings to the Santa Clara Valley Transportation Authority during the current difficult financial situation in part caused by the loss of STA Funds used by the legislature and governor to offset the State's deficit. This situation has only worsened due to the recessive nature of the economy and has caused an additional loss of revenue to the VTA Budget. This Agreement must be ratified by the ATU Membership and approved by the VTA Board of Directors.

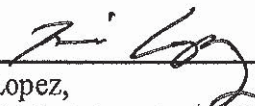
In order to offset some of the intended service cuts and commensurate layoff of personnel, the parties agree to modify the existing CBA in the following manner:

1. Modify the duration to extend the term to February 10, 2013.
2. Defer the 1.5% wage increase due to be paid on the paydate of January 29, 2010 and the 1.5% wage increase due to be paid on the paydate of June 18, 2010 to the paydate of June 29, 2012. A 3% increase will be granted effective June 11, 2012 (paydate of June 29, 2012) in lieu of these two increases. *granted paid for BK*
3. Defer the starting date of the payment by employees of 100% of any amount in excess of the Kaiser family medical premium for active employees to June 11, 2012 (paydate of June 29, 2012) (Employees paying this amount are not subject to the co-pay amount of \$35 per month.) Because of the increase in employee contributions, medical plan enrollments during the December 2011 Open Enrollment Window shall be effective June 25, 2012
4. The ATU attendance incentive portion of the VTA/ATU Attendance Program will be suspended for the period starting January 1, 2010 through December 31, 2011. The distribution and award of incentives will begin again commencing January 1, 2012. Incentive credits earned from January 1, 2009 through September 30, 2009 shall be cashed out or utilized in calendar year 2010. Incentive credits earned from October 1, 2009 through December 31, 2009 shall be cashed out in January, 2010.

5. If, during the term of this Agreement, VTA receives operating funds equal to the amount of \$12.7 million in excess of budgeted operating expenditures of \$353.4 million for Fiscal Year 2010, VTA shall grant a 1.5% increase to current top wages on the first pay period following the confirmation of the receipt of such funding. This wage adjustment shall replace the increase that was originally due on January 29, 2010.
6. VTA will reimburse the Union up to \$5,000 toward the cost of the ratification election of these modifications to the current CBA.
7. CCTV Viewing –The parties seek to clarify and adjust the application of a contract provision negotiated in the last agreement. When the Authority uses the CCTV to investigate a “bona fide” event, complaint or business need, it will limit the viewing and the use of CCTV for disciplinary purposes to 1 ½ hours before and 1 ½ hours after the presumed timing of the event or occurrence that VTA believes to be the “bona fide” reason for use of the video system. Where timing is unclear, VTA shall view the CCTV footage for whatever period of time is necessary to determine when the bona fide event or events occurred. It is understood that any conduct found within the 1 ½ hour period before or after the event that is used for purposes of imposing discipline must be a violation of rules, policies or procedures that employees are expected to adhere to.
8. In recognition of the foregoing, future service cut layoffs will be offset by the value of the modification as indicated in the attached VTA analysis given to the Union on August 17, 2009. None of the savings from this Agreement will be spent to fund additional administration personnel. The value of these modifications, which is approximately \$5.5 million, will prevent the layoff of approximately 37 employees represented by ATU. ATU does recognize VTA’s right to layoff any additional personnel beyond the above numbers as a business strategy, when mandated by economic necessity.

For VTA:

For the Union:



Bill Lopez,
Chief Administrative Officer



Loretta A. Springer,
President and Business Agent

Dated: 8/17/09

8/17/09

Tentative Agreement

VTA/ATU Negotiations VTA Proposal #3

for VTA
Reuben
12/27/13

The following proposal represents a package proposal and acceptance of one component is acceptance of all components and rejection of one component is rejection of the entire proposal.

- **Section 5 – Wages:**
 - Effective the first full pay-period in February 2014, all classifications covered by this Agreement shall receive a 3.25% wage adjustment.
- **Section 25- Duration of Agreement:**
 - The Term of this Agreement shall begin on February 2, 2014, and continue through February 1, 2015, and from year to year thereafter.
- **Section 15 – Health, Dental, Vision and Life Insurance Benefits**
 - The parties shall meet during the term of this Agreement to continue discussions to evaluate and to consider a transition from current medical plans to a CALPERS medical plan.

for ATU
O'Sullivan
12/27/13

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2015

JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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OCTOBER

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NOVEMBER

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DECEMBER

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2016

JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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2017

JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

S	M	T	W	T	F	S
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DECEMBER

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

Holidays are in **Bold** and pay dates are shaded in gray.

At the time of printing, the dates for the 2017-2019 Holidays and pay dates have not been established.

2018

JANUARY

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31	1	2	3	4	5	6
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FEBRUARY

S	M	T	W	T	F	S
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18	19	20	21	22	23	24
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4	5	6	7	8	9	10

MARCH

S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
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APRIL

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MAY

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29	30	1	2	3	4	5
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20	21	22	23	24	25	26
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JUNE

S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
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JULY

S	M	T	W	T	F	S
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AUGUST

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
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26	27	28	29	30	31	1
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SEPTEMBER

S	M	T	W	T	F	S
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9	10	11	12	13	14	15
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OCTOBER

S	M	T	W	T	F	S
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NOVEMBER

S	M	T	W	T	F	S
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18	19	20	21	22	23	24
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DECEMBER

S	M	T	W	T	F	S
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Holidays are in **Bold** and pay dates are shaded gray.

At the time of printing, the dates for the 2017-2019 Holidays and pay dates have not been established.

2019

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FEBRUARY

S	M	T	W	T	F	S
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MARCH

S	M	T	W	T	F	S
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APRIL

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21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

MAY

S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

JUNE

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

JULY

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

AUGUST

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

OCTOBER

S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

NOVEMBER

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

Holidays are in **Bold** and pay dates are shaded gray.

At the time of printing, the dates for the 2017-2019 Holidays and pay dates have not been established.

ATTEND YOUR UNION MEETINGS

**THIRD WEDNESDAY
of EVERY MONTH**

MEETING HOURS
10 a.m. and 7:30 p.m.

MEETINGS HELD
at the
UNION OFFICE

**AMALGAMATED TRANSIT UNION
DIVISION 265
1590 La Pradera Drive
Campbell, CA 95008-1533**

(408) 874-0900

OFFICE HOURS:
8 A.M. – 5 P.M.
Monday through Friday

Fax: (408) 874-0907
Website: atulocal265.org