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**AGREEMENT
BETWEEN
SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY
AND
AMALGAMATED TRANSIT UNION
DIVISION 265
FEBRUARY 5, 2001 THROUGH JANUARY 30, 2005**

GENERAL INDEX

	PAGES
PART A GENERAL PROVISIONS	1 - 62
PART B OPERATING SECTION	63 - 95
PART C MAINTENANCE SECTION	97 - 110
PART D INFORMATION SERVICES SECTION	111 - 116
PART E COMMUNICATION SECTION	117 - 122
APPENDIX A - INCENTIVE PROGRAM	123 - 134
APPENDIX B - WAGE TABLE	135 - 138
APPENDIX C - RAIL FEEDER SERVICES	139 - 141

TABLE OF CONTENTS

PART A

GENERAL PROVISIONS

PREAMBLE	1
SECTION 1 - UNION RECOGNITION	2
SECTION 2 - JURISDICTION	2
.1 Jurisdiction	2
.2 Record Keeping	4
.3 Resolution of Jurisdiction Disputes	4
.4 Advisory Committee - Contracting Out	4
SECTION 3 - UNION SECURITY	5
.1 Membership	5
.2 Payroll Deductions	5
.3 New Employees	5
.4 Transaction of Union Business	5
.5 Information to be furnished by the Union and VTA	6
.6 Bulletin Boards	6
SECTION 4 - NO DISCRIMINATION	7
SECTION 5 - WAGES	7
.1 Wage Rates	7
.2 Wage Adjustments	9
.3 Progression Periods and Rates	15
SECTION 6 - PROBATION	16
SECTION 7 - SENIORITY/YEARS OF SERVICE	18
.1 Seniority/Years of Service	18
.2 Use of Seniority	18
.3 Seniority Ties	18

4 Tracking Seniority in Higher Classification	18
5 Restored Seniority/Years of Service	19
6 Restored Seniority/Previous Classification	19
SECTION 8 - CHANGE OF CLASSIFICATION	
1 Change of Classification	19
2 Preference for Change of Classification	19
3 Change of Classification Lists	19
4 Applications for Change of Classification Lists	20
5 Training and Training Lists	21
6 Removal from Change of Classification and Training Lists	21
7 Wages Upon Change of Classification/Transfer	22
8 Seniority Upon Change of Classification/Transfer	22
9 Posting of Change of Class Lists	22
SECTION 9 - LAYOFF	
1 Layoff Procedure	22
2 Re-employment of Laid-Off Employees	23
3 Severance Pay	24
SECTION 10 - HOLIDAYS	
1 Holidays	24
2 Birthday Holiday	24
3 Floating Holidays	24
4 Holiday Pay	25
5 Holidays During Vacation and Non-Work Days	26
6 Holidays Not Observed	27
SECTION 11 - VACATIONS	
1 Annual Vacations	28
2 Vacation Credits	28
3 Length of Vacation and Scheduling	28
4 Vacation Pay	29
5 Postponement of Vacation	29
6 Pay in lieu of Vacations	30
7 Vacation Pay at Termination	30
SECTION 12 - SICK LEAVE	
1 Sick Leave Accrual	31
	31

2 Sick Leave Pay	31
3 Integration - SDI and Industrial Injury	33
4 Employee Who Has Returned to Work Following a Period of Absence Due to Occupational Illness Or Injury	34
5 Sick Leave Pay Off on Death, Retirement, or Resignation	34
6 Sick Leave Pay/Suspended License	34
SECTION 13 - INDUSTRIAL INJURY/ILLNESS	
1 Industrial Injury or Illness	34
2 Release for Medical Treatment	35
SECTION 14 - LEAVES OF ABSENCE	
1 Approved Leave	35
2 Military Leave	36
3 Funeral Leave	36
4 Jury Duty	37
SECTION 15 - HEALTH, DENTAL AND LIFE INSURANCE BENEFITS	
1 Medical Plan	37
2 Dental Plan	39
3 Vision Care Plan	39
4 Life Insurance	39
5 Premiums During Leave	40
6 Eligibility	40
7 Benefits for Union Office Employees	40
8 Deferred Compensation	40
SECTION 16 - CONTINUATION OF BENEFITS	
41	
SECTION 17 - SAFETY	
1 Safety Committee	41
2 Safety Violations	42
3 Unusual Conditions	42
SECTION 18 - DISCIPLINE AND DISCHARGE	
1 Grounds for Discipline or Discharge	42
2 Reserved/Delegated Authority	43
3 Notice of Discipline	43

4 Employee Representation	43
5 Informal Hearing	44
6 Witnesses	44
7 Request for Arbitration	44
8 Extension of Time Limits	45
9 Violation of Time Limits	45
10 Employee's Appearance at Hearings and Reimbursement	45
11 Expedited Discipline Arbitration Process	45
SECTION 19 - GRIEVANCES AND DISPUTE RESOLUTION	46
1 Definitions	46
2 Notifications	46
3 Informal Hearing	46
4 Extension of Time Limits	46
5 Violation of Time Limits	47
6 Permanent Labor Committee	47
SECTION 20 - ARBITRATION	47
1 What May be Arbitrated	47
2 Notice and Procedure	47
3 Panel of Arbitrators	48
4 Rules of Arbitration	49
5 Costs	49
6 Medical Arbitration	49
SECTION 21 - MISCELLANEOUS PROVISIONS	50
1 Free Transportation	50
2 Retirement Credit for Union Officials	50
3 Time Cards	50
4 Fractions of Hours	50
5 Lost Property Found by Employee	50
6 Work Out of Class	51
7 Instruction	51
8 Sanitary Facilities	51
9 Employee's Lost Property	52
10 Physical Examinations	53
11 Driver's License	53
12 Notice of Termination or Quit	53

13 Payment on Leaving Employment	53
14 Uniforms	53
15 No Pyramiding	54
16 Revocation of Driver's License	54
17 Days Off	54
SECTION 22 - MANAGEMENT PREROGATIVES	54
SECTION 23 - PERFORMANCE INCENTIVE PROGRAM	55
SECTION 24 - CONTINUITY OF SERVICE TO THE PUBLIC	55
SECTION 25 - ASSIGNABILITY	56
SECTION 26 - DURATION OF AGREEMENT	56
SIDELETTER - EMPLOYEE PENSIONS	58
SIDELETTER - WAGE STUDIES	60
SIDELETTER - FLEXIBLE SPENDING ACCOUNT	61
SIDELETTER - DISPATCHERS, FOREPERSON AND TRANSIT RADIO DISPATCHERS, RADIO CONTROLLERS, SENIOR INFORMATION REPRESENTATIVES	62
PART B - OPERATING SECTION	63
SECTION 1 - SPECIAL PAY PROVISIONS	64
1 Instruction and Trainees	64
2 Transfer and Qualification Period	64
3 Reinstruction	64
SECTION 2 - MINIMUM WAGE GUARANTEES	64
1 General Provisions for All Operators	65
2 Regular Operators	65
3 Extra Board	65
SECTION 3 - BREAKS IN SPLIT RUNS OR SHIFTS	66

SECTION 4 - OVERTIME	66
1 Definition of Overtime	66
2 Additional Work	67
SECTION 5 - WORK ON DAYS OFF	67
SECTION 6 - INFRACTION OF REST PERIOD	67
SECTION 7 - EXTRA WORK	68
SECTION 8 - RUNS	69
1 Regular Runs	69
2 Fragmentary (Combination) Runs	69
SECTION 9 - ELAPSED TIME	69
1 Regular Run Elapsed Time	69
2 Frag Run Elapsed Time (Combination Run Spread Time)	70
3 Extra Board Elapsed Time (Spread Time)	70
SECTION 10 - REPORT TIME	70
SECTION 11 - TRAVEL TIME	71
SECTION 12 - TURN-IN TIME	71
SECTION 13 - DEADHEAD TIME (NOT APPLICABLE TO LIGHT RAIL DIVISION)	72
SECTION 14 - SPOT TIME	72
1 Spot time shall be allowed as follows	72
2 Reports on Running Times	72
SECTION 15 - EXTRA BOARD	73
SECTION 16 - BIDDING (Not applicable to Light Rail Division)	74
1 System Sign-up	74
2 Division Sign-Up (Open Run Bidding)	74
3 Sign-Up Procedure	74
4 Extra Board Transfer (Not applicable to Light Rail Division)	78
5 Open Run Sign-Up	79
6 Line Sign-Ups	79

7 Hold-Down Sign-Up	80
8 Transfer of Routes	81
SECTION 17 - DISPATCHER POSITIONS	81
1 Overtime	82
2 Minimum Guarantee	82
3 Call Back	82
4 Seniority	82
5 Bidding	83
6 Vacancies	83
7 Training	83
8 Limit on Work in Two Classifications	83
9 Lockers	83
10 Manuals	84
11 Infraction of Rest Period	84
12 Hold-down Bidding	84
13 Shift Coverage	85
14 Rest Periods	85
15 Shift Differential	85
SECTION 18 - PART-TIME OPERATORS	85
1 Maximum Number Authorized	85
2 Minimum/Maximum Hours of Work	86
3 Applicable Benefits	87
4 Seniority/Years of Service	87
5 Minimum Wage Guarantee	87
6 Run Assignments (AM/PM)	87
7 AM/PM Designation Changes	87
8 Temporary Transfers	88
SECTION 19 - FARE INSPECTORS	89
1 Overtime	89
2 Minimum Guarantee	89
3 Call Back	89
4 Seniority	90
5 Bidding	90
6 Vacancies	90
7 Training	90

.8 Limit on Work in Two Classifications	90
.9 Lockers	90
.10 Manuals	91
.11 Rest Periods	91
.12 Shift Differential	91
.13 Uniforms	91
.14 Pay for Interviews and Testimony	91
SECTION 20 - MISCELLANEOUS PROVISIONS	92
1 Accident Report and Pay for Interviews and Testimony	92
2 Come-See-Me-Notices	92
3 Passenger Count Pay	93
4 Charter Service and Expense	93
5 Uniforms	94
6 Drivers' Rooms	95
7 Equipment	95
8 Trading Runs or Days Off	95
PART C - MAINTENANCE SECTION	97
SECTION 1 - HOURS OF WORK	98
1 Work Week	98
2 Shift Work	98
3 Meal Periods	98
4 Rest Periods	98
5 Clean-Up Period	99
SECTION 2 - PREMIUM PAY	99
1 Overtime	99
2 Call Back Pay	100
3 Shift Differentials	100
4 Work Out of Classification	100
5 Lead Pay (Not applicable to Light Rail)	103
SECTION 3 - BIDDING	103
1 Maintenance Sign-Up	103
2 Vacancies	104
3 Promotions	105

SECTION 4 - TOOLS	107
1 Allowance and Insurance	107
2 Power Tools	108
SECTION 5 - COVERALLS	108
SECTION 6 - FACILITIES	108
SECTION 7 - TRAINING	108
SECTION 8 - HOLIDAY SCHEDULES	109
SECTION 9 - COMPLETION OF NEW CLASSIFICATION IMPLEMENTATION	110
PART D - INFORMATION SERVICES SECTION	111
SECTION 1 - MINIMUM GUARANTEE	112
SECTION 2 - OVERTIME	112
SECTION 3 - CALL BACK	112
SECTION 4 - BIDDING	113
1 Shifts and Days Off	113
2 Vacancies and Promotions	113
3 Hold-Down Sign-Up	113
SECTION 5 - MEAL PERIODS	114
SECTION 6 - REST PERIODS	114
SECTION 7 - SHIFT DIFFERENTIAL	114
SECTION 8 - WORK OUT OF CLASSIFICATION	115
SECTION 9 - BILINGUAL DUTY PAY	115
SECTION 10 - UNIFORMS	116
PART E - COMMUNICATION SECTION	117
SECTION 1 - MINIMUM GUARANTEE	118

SECTION 2 - OVERTIME	118
SECTION 3 - CALL BACK	119
SECTION 4 - BIDDING	119
SECTION 5 - MEAL PERIODS	120
SECTION 6 - REST PERIODS	120
SECTION 7 - SHIFT DIFFERENTIAL	121
SECTION 8 - WORK OUT OF CLASSIFICATION	121
APPENDIX A - INCENTIVE PROGRAM	123
APPENDIX B - WAGE TABLE	135
APPENDIX C - RAIL FEEDER SERVICES	139

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 five parts. Part A - General Provisions is applicable to all employees. Parts B, C, D, and E are applicable to Operating Section, Maintenance Section, Information Services and Communication Section Employees, 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, bus radio and electrical systems, painting 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.

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, 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.

VTA may continue to contract with outside providers the present hours of rail feeder services that are in effect as of January 1, 2001. During the term of this Agreement, VTA may also provide to outside providers up to \$500,000 (five hundred thousand dollars) per year for additional future rail feeder services. No existing work performed by the bargaining unit shall be contracted out. This does not preclude or stop VTA from providing feeder services.

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. All requests to examine personnel records must be made to VTA Personnel Office.

d) Seniority Lists

VTA shall provide the Union with seniority lists for all VTA employees once every six months 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, sex or Union activity.

SECTION 5 - WAGES

1 Wage Rates

Current Wages Rates for all classifications represented are as follows:

Bus Operating Section
Bus Operator Trainee
Bus Operator
Bus Dispatcher

\$10.00 per hour
\$21.51 per hour
\$24.43 per hour

Bus Maintenance Section

*Facilities Worker
*Service Worker
Service Mechanic
*Parts Clerk
Support Mechanic
Transit Mechanic (G)
Transit Mechanic
O & R Mechanic
Paint & Body Worker
Upholsterer
*Electronic Technician

\$17.19 per hour
\$20.98 per hour
\$21.78 per hour
\$21.44 per hour
\$22.61 per hour
\$23.49 per hour
\$25.28 per hour
\$25.28 per hour
\$25.28 per hour
\$25.28 per hour
\$25.28 per hour
\$25.55 per hour

*Parts Foreperson	\$26.59 per hour
Transit Foreperson	\$27.46 per hour
O & R Foreperson	\$27.46 per hour
Paint & Body Foreperson	\$27.46 per hour
Upholstery Foreperson	\$27.46 per hour

*VTA will no longer fill the Facilities Worker, Service Worker, Parts Clerk, Electronic Technician, or Parts Foreperson classifications under this section with new hires or transfers. However, remaining incumbents in those positions shall continue to be covered by all applicable provisions of this Agreement governing such classifications.

Information Services Section

Information Services Representative	\$17.29 per hour
Senior Information Representative	\$19.46 per hour

System Maintenance Section*

Facilities Worker	\$17.19 per hour
Service Worker	\$20.98 per hour
Parts Clerk	\$21.44 per hour
Electronic Technician	\$25.55 per hour
Parts Foreperson	\$26.59 per hour

*Effective February 5, 2001 employees in Facilities Worker, Service Worker, Parts Clerk, Electronic Technician, and Parts Foreperson classifications in the Bus Maintenance or Train Maintenance Sections are grandparented for seniority purposes. Movement will only be allowed into these new System Classifications.

Communication Section

Radio Controller	TBD
Transit Radio Dispatcher	\$22.30 per hour

Train Operating Section

Train Operator Trainee	\$10.00 per hour
Train Operator	\$21.51 per hour

Fare Inspector	\$22.04 per hour
Dispatcher	\$24.43 per hour

Train Maintenance Section

*Facilities Worker	\$17.19 per hour
*Service Worker	\$20.98 per hour
*Parts Clerk	\$21.44 per hour
Paint & Body Worker-LR	\$25.28 per hour
Electro-Mechanic	\$25.28 per hour
*Electronic Technician	\$25.55 per hour
Foreperson - LR	\$27.46 per hour
Paint & Body Foreperson-LR	\$27.46 per hour

*VTA will no longer fill the Facilities Worker, Service Worker, Parts Clerk, or Electronic Technician classifications under this section with new hires or transfers. However, remaining incumbents in those positions shall continue to be covered by all applicable provisions of this Agreement governing such classifications.

Train Station and Wayside

Maintenance Worker	\$17.71 per hour
Lead Maintenance Worker	\$18.59 per hour

Train Track

Track Worker	\$20.98 per hour
Senior Track Worker	\$22.07 per hour

Train Power and Signal

Substation Maintainer	\$28.20 per hour
Overhead Lineworker	\$28.20 per hour

These Wage Rates shall increase with each adjustment detailed below.

2 a) 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 adjustment described below. This includes the five cents per hour reduction that occurred April 6, 1987, March 5, 1990, February 13, 1995, and February 9, 1998, respectively, which equals twenty cents, and the five cents per hour reduction effective February 4, 2002, which totals twenty-five cents, into the Spousal Medical Trust. In addition to the five cents per hour reduction that was effective February 8, 1999, another five cents per hour will be deducted from wages starting February 5, 2001, and placed into the Retiree's Vision/Dental Trust which totals ten cents (\$.10).

Note: Future wage adjustments for this Agreement for all classifications can be found in Appendix B (see page 135-137).

First Adjustment February 5, 2001

This adjustment shall be made as follows:

1. Multiply 5% by the Wage Rate for each classification; and
2. Change the wage actually being paid by applying the amount so determined, rounded to the nearest cent (\$.01), to each respective classification's Wage Rate, commencing the first day of the pay period which began on - February 5, 2001. (Note: Additional Retiree Vision/Dental deduction of five cents.)

Second Adjustment - February 4, 2002

This adjustment shall be made as follows:

1. Multiply 5% by the wage being paid for each classification; and
2. Change the wage actually being paid by applying the amount so determined, rounded to the nearest cent (\$.01), to each respective classification's Wage Rate commencing the first day of the pay period which begins on February 4, 2002 provided that no adjustment may exceed 5% of the Wage Rate. (Note: An additional five cents for Spousal Trust.)

Third Adjustment - February 3, 2003

This adjustment shall be made as follows:

1. Multiply 5% by the wage actually being paid for each classification; and
2. Change the wage actually being paid by applying the amount so determined, rounded to the nearest cent (\$.01), to each respective classification's Wage Rate commencing the first day of the pay period which begins on February 3, 2003 provided that no adjustment may exceed 5% of the Wage Rate.

Fourth Adjustment February 2, 2004

This adjustment shall be made as follows:

1. Multiply 5% by the wage actually being paid for each classification; and
2. Change the wage actually being paid by applying the amount so determined, rounded to the nearest cent (\$.01), to each respective classification's Wage Rate commencing the first day of the pay period which begins on February 2, 2004, provided that no adjustment may exceed 5% of the Wage Rate.

2. b) Cost of Living/Wage Adjustments

During the term of this Contract this provision shall be inoperative. That is, the adjustments shown in this Section 5.2(b) First, Second, Third, Fourth, Fifth and Sixth and Final Adjustments shall not be applied, calculated or otherwise used to result in any changes to the Wage Rates or any rates being paid to any classification covered by this Agreement.

All adjustments shall be limited to those adjustments prescribed and shown in Section 5.2(a)-Wage Adjustments.

All classifications covered by this Agreement, except Bus Operator Trainee, and Train Operator Trainee shall be entitled to the adjustments set forth below. These adjustments shall be used in the computation of all rates actually paid to each employee exactly as if Basic Wage Rates had been changed by the adjustments described below. Each adjustment described below shall continue to be applied for the then remaining term of this Agreement.

Where reference is made to "Base Index" or "Index," said reference is to the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W), U. S. Cities Average, 1967=100, published by the Bureau of Labor Statistics, United States Department of Labor.

If during the term of this Contract the United States Department of Labor publishes a new Consumer Price Index which modifies, amends or replaces the agreed Index or its makeup or methodology, the parties agree to meet and resolve the issue so that the amount of the following adjustments will be the same as would have resulted by using the Index with its current makeup and methodology.

First Adjustment

This Adjustment shall be made as follows:

1. Determine the percentage change from the Base Index published for the month of April, 1983, to the Index published for the month of October 1983; and
2. Multiply the percentage change so determined by the Basic Wage Rate for each classification; and
3. Change the rate actually being paid by applying the amount so determined, rounded to the nearest cent (\$.01), to each respective classification's Basic Wage Rate commencing the first full pay period in January 1983, provided that no adjustment may exceed four percent (4%) of the Basic Wage Rate (e.g., \$.50 for Operator) nor be less than two percent (2%) of the Basic Wage Rate (e.g., \$.25 for Operator).

Second Adjustment

This adjustment shall be made as follows:

1. Determine the percentage change from the Base Index published for the month of October 1983, to the Index published for the month of April 1984 and
2. Multiply the percentage change so determined by the Basic Wage Rate for each classification; and
3. Change the rate actually being paid by applying the amount so determined, rounded to the nearest cent (\$.01), to each respective classification's Basic Wage Rate commencing the first full pay period in July 1984, provided that no adjustment may exceed four percent (4%) of the Basic Wage Rate (e.g., \$.50 for Operator) nor be less than two percent (2%) of the Basic Wage Rate (e.g., \$.25 for Operator).

Third Adjustment

This adjustment shall be made as follows:

1. Determine the percentage change from the Base Index published for the month of April 1984, to the Index published for the month of October 1984; and
2. Multiply the percentage change so determined by the Basic Wage Rate for each classification; and
3. Change the rate actually being paid by applying the amount so determined, rounded to the nearest cent (\$.01), to each respective classification's Basic Wage Rate commencing the first full pay period in January 1985, provided that no adjustment may exceed four (4%) percent of the Basic Wage Rate (e.g., \$.50 for Operator) nor be less than two percent (2%) of the Basic Wage Rate (e.g., \$.25 for Operator).

Fourth Adjustment

This adjustment shall be made as follows:

1. Determine the percentage change from the Base Index published for the month of October 1984, to the Index published for the month of April 1985; and
2. Multiply the percentage change so determined by the Basic Wage Rate for each classification; and
3. Change the rate actually being paid by applying the amount determined, rounded to the nearest cent (\$.01), to each respective classification's Basic Wage Rate commencing the first pay period in July 1985, provided that no adjustment exceed four percent (4%) of the Basic Wage Rate (e.g., \$.50 for Operator) nor be less than two percent (2%) of the Basic Wage Rate (e.g., \$.25 for Operator).

Fifth Adjustment

This adjustment shall be made as follows:

1. Determine the percentage change from the Base Index published for the month of April 1985, to the Index published for the month of October 1985, and
2. Multiply the percentage change so determined by the Basic Wage Rate for each classification; and
3. Change the rate actually being paid by applying the amount determined, rounded to the nearest cent (\$.01), to each respective classification's Basic Wage Rate commencing the first pay period in January 1986, provided that no adjustment exceed four percent (4%) of the Basic Wage Rate (e.g., \$.50 for Operator) nor be less than two percent (2%) of the Basic Wage Rate (e.g., \$.25 for Operator).

Sixth and Final Adjustment

This adjustment shall be made as follows:

1. Determine the percentage change from the Base Index published for the month of October 1985, to the Index published for the month of April 1986, and
2. Multiply the percentage change so determined by the Basic Wage Rate for each classification; and
3. Change the rate actually being paid by applying the amount so determined, rounded to the nearest cent (\$.01), to each respective classification's Basic Wage Rate commencing the first full pay period in July 1986, provided that no adjustment exceed four percent (4%) of the Basic Wage Rate (e.g., \$.50 for Operator) nor be less than two percent (2%) of the Basic Wage Rate (e.g., \$.25 for Operator).

Progression Periods and Rates

Effective 2/05/01, all new employees 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

Employees hired before 2/05/01, shall be placed in the same progression and applicable pay rate based on time in progression according to the above schedule. New employees training to become Operators shall be paid at the trainee rate until completion of training.

ing, at which time the new employee progression periods and rates described above shall commence.

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.

The new employee progression periods and rates, including the trainee rate, shall also apply to employees who transfer/are transferred to another Section for any reason unless permanent status at the regular rate had previously been held in that same classification in which case the rate to be paid shall be the regular rate, unless retraining is required. If such retraining is required, it shall be at the progression rate, including the trainee rate, which is not less than the employee's last rate and then only for such time as is required to complete such retraining.

The progression rate identified in this Section 5.3 (Progression Periods and Rates) does not apply to the following classifications: Transit Mechanic (G), Transit Mechanic, O & R Mechanic, Paint and Body Worker (Bus & Rail), Upholsterer, Foreperson (Bus & Rail), Electronic Technician, Electro-Mechanic, Substation Maintainer, Overhead Lineworker, Senior Information 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

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 hired prior to the effective date of this Agreement shall be on probation immediately following their date of hire for the period of formal training and for 90 calendar days following completion of said training, except newly hired operators shall serve a probationary period of 120 calendar days. No probationary period shall exceed 150 calendar days from date of hire. All new employees hired after the effective date of this Agreement 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 have been promoted or transferred to a new classification and are in training or probation on the effective date of this Agreement, shall be on probation following their date of promotion or transfer for the period of formal training and for 90 calendar days following completion of said training. No probationary period shall exceed 150 calendar days. All employees who are promoted or transferred to a new classification after the effective date of this Agreement 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 probationary period, probation may be extended to meet the required probationary period by mutual agreement of VTA and 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 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 with either the Bus or the Light Rail Division with VTA or its predecessor (s) (except as outlined in the Light Rail Implementation Agreement).
2. **Use of Seniority**
Contingent upon competency and qualifications where applicable classification seniority shall prevail in selection of Divisions at 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. VTA shall prepare lists of all employees with their seniority status and submit these lists to the Union once every six months.
4. **Tracking Seniority in Higher Classification**
So long as an employee remains within a Section as described in 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.

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.

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

Change of Classification

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

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" means those employees who are qualified by knowledge, skill and efficiency, and are physically able to perform the job. Qualifications shall be determined by VTA.

Change of Classification Lists

Placement on a change of classification list shall be determined by

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date of qualification except as indicated in Part C, Section 3.3. C
of classification vacancies shall be offered in the following order:

- a) Employees within a skill area by date of qualification and classification seniority except as indicated in Part C, Section 3.3.
- b) Other employees within the Section by date of qualification and VTA seniority.
- c) Other classifications outside the Section in order of date of qualification and VTA seniority shall be considered in the following order of remaining entry level vacancies before selection is made outside VTA. Entry level positions are:

<u>Bus</u>	<u>Train</u>	<u>System</u>
Information Services Rep.	Operator Trainee	Facilities Worker
Operator Trainee (Full-time)	Maint. Worker-LR	
Operator Trainee (Part-time)		

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.

4 Applications for Change of Classification Lists
VTA will develop and implement procedures through which employees may submit requests for change of classifications which will include the following windows:

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

These windows shall be the first two weeks of March and the first two weeks of September in 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 in other Sections may apply for entry level positions as listed in Section 8.3(c) through a periodic window in accordance with procedure established by VTA.
- c) Employees who have an industrial injury or other physical limitation which precludes performance in current 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 to an entry level position as listed in Section 8.3(c).
- d) Employees who fail to submit timely requests for placement on change of classification lists shall not be considered for change of classification until they have complied with procedures established by VTA.

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 above for change of classification lists.

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.

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 refusal of an offer of change of classification or training.
- b) Termination from VTA employment.
- c) Appointment to the vacant position.
- d) Failure to meet minimum qualifications.
- e) Request for removal in writing.

7 Wages Upon Change of Classification/Transfer
The wage to be paid upon change of classification within a Section 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 rate for the new classification. When an employee moves from Step 3 progression to a Step 6 or Step 7 progression, or vice versa, and has not yet served one full progression, the employee shall be paid at the rate nearest their current rate without going below current rate. Employees will serve only one full progression.

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

The wage to be paid upon transfer to another Section shall be as described in Section 5.3 of this Part A.

8 Seniority Upon Change of Classification/Transfer
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 shall be maintained in the new classification.

9 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). Updated lists will be provided by Personnel to work locations each time there is a change to the list.

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

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 9.3 of this Part A and terminating employment with VTA.
- b) Accepting an assignment in seniority order to a classification in which seniority status has been established.

No bumping will be permitted from a Bus Division to the Light Rail Division.

- 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.

Re-employment of Laid-Off Employees
Call-back lists shall expire in two years.

Those qualified VTA employees who are on call-back lists shall be given preference in filling vacant positions in other VTA classifications as provided in Section 8 of this Part A.

Failure to respond in a timely manner 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 two years are entitled to severance pay as provided in Section 9 of this Part A.

3 Severance Pay

Any employee with three or more years of service with VTA who is laid off due to reduction in force shall receive \$100 for each full year or major fraction thereof of service, subject to the provisions of Section 9 of this Part A.

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

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.

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.

Effective with the January 1998 Vacation Sign-Up, employees may prebid all or part of their Floating Holiday allotment for the year. Remaining unbid Floating Holidays may be scheduled later, on an individual basis, using the Floater Book process in Part A, Section 10.3(b). After the Annual Sign-up, an employee can release prebid Floating Holidays to the Floater Book, not less than 29 days prior to the scheduled Floating Holiday (rescheduling only through using the 10.3(b) process below).

b) After the Annual Sign-Up, Floating Holidays may be scheduled by the following:

- VTA shall have available a Floater Book in each Division, where employees can schedule unbid Floating Holidays. As always, employees cannot sign-up to use a Floating Holiday for any legal holiday or a legal holiday they are scheduled to work.
- The earliest an employee can sign-up is four weeks prior to the day selected, at 12:01 am. On day 29, only Floating Holidays will be scheduled by seniority through written bid. On day 28, the Floater Book will be available and employees will be given the day(s) off, based on a first come, first serve basis — seniority will not apply. The Floater Book will close at 10:00 am, the preceding day.
- Within the four week open period, employees cannot change or move any holiday.
- 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.

- 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.

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 2 1/2 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 and be eligible for holiday pay, except for absences due to military leave, funeral leave, jury duty, or other excused, paid, or partial day absences. This provision applies only to absences 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.

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 one of the following methods, at VTA's option:

- One work day off with pay will be added to such employee's vacation;
- Such employee will be allowed one day off with pay; or
- Such employee will receive 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:

<u>Years of Continuous VTA Service</u>	<u>Vacation</u>
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 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.

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 unless the employee postpones his vacation as provided in Section 11.5 of this Part A.

- 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 vacations 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 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

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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.

.5 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:

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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's vacation may be postponed until the following year.

If an employee is unable to return to work in the calendar year following that in which they had earned vacation credits, the employee shall receive their earned vacation pay which had been postponed.

.6 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.

.7 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 the 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.

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.

Ce .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.

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

Approved Leave

Leave of absence without pay shall be granted and seniority shall accumulate during:

- a) Service on business of the Union or its International Organization.
- b) Physical disability(ies) rendering the employee unable to perform their duties unless the employee is transferred to other work they are qualified to perform. Such leave is limited to two years and any return to work for less than 30 consecutive calendar days shall not break this two year limit. Leaves of absence due to disability covered by Workers' Compensation shall be limited to four years. This will be implemented effective with the date of this contract for all new Workers' Compensation leaves of absence and prospectively for all current employees on a Workers' Compensation leave of absence on the effective date of this contract.

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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 approval may be given in less than 15 days prior to the leave.

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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.

e) Leave of Absence approved by VTA and Union.

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

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Applications for leaves of absence in Sections 14.1(a), 14.1(b), 14.1(c) and 14.1(e) shall be submitted in writing to VTA and the Union at least 15 days prior to the anticipated commencement of leave.

SECTION 15

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.

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3 Funeral Leave

All employees covered by this Agreement, shall, in the event of the death of employee's spouse/same sex domestic partner*, children or 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 days off work with pay to attend the funeral. The days off must be the day of the funeral and either the days before or the days after the funeral, payable only if the days of leave are regular scheduled work days for the employee.

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

[*Where spouse is read also read same sex domestic partner.]

Jury Duty

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

An employee who reports for jury duty and who submits proof of their jury service served on a regular 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.

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.

SECTION 15 - HEALTH, DENTAL, VISION AND LIFE INSURANCE BENEFITS

Medical Plan

Active employees and all eligible family members may choose one of the following plans: Kaiser S Plan with the 3A option, PacificCare HMO or Out of Area Plan. VTA shall pay the total monthly premium during the term of this Agreement.

The PacificCare Out of Area Plan is available only to employees residing outside the HMO plans' service area.

Retired employees (excluding retirees who are not eligible for retiree medical coverage) and any eligible family members may choose the appropriate Kaiser or Pacificare Plan (based on their Medicare status). VTA shall pay the total monthly premium for

retirees during the term of this Agreement. Spousal/same sex domestic partner coverage shall be paid for by the Spousal Medical Trust Fund (based on Fund availability). Spouses/same sex domestic partners must meet the eligibility requirements. Coverage for non-eligible spouses/same sex domestic partners and other dependents shall be paid by the retiree.

Upon becoming eligible, retirees and eligible dependents shall be required to enroll in Medicare A and B. They shall be required to enroll in the applicable Medicare supplemental plan.

Retirees shall receive reimbursement for Medicare B premiums, including any late enrollment penalties.

Retirees who cannot enroll in any plans offered because of documented geographic location shall receive the cash equivalent of the lowest cost medical plan for single coverage.

Retirees eligible for coverage will not be eligible for the cash equivalent payment.

Those retirees who were enrolled in Valley Health Plan as of August 1994 shall be allowed to continue.

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.

Should VTA change the medical plans for other VTA employees represented by Amalgamated Transit Union, Local 265, nothing herein shall preclude the parties from discussing the plans and, with mutual agreement, extending them to Amalgamated Transit Union Local 265 represented VTA employees.

Dual Coverage

Spouses/same sex domestic partners, as well as employees employed by VTA shall not be eligible for dual medical coverage.

Spouses/same sex 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.

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).

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.

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.

\$ 5,000

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

.5 Premiums During Leave

During any 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.

.6 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) is no longer eligible for coverage.

.7 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 VTA employees under this Agreement. The Union shall pay the full costs of all premiums for such plans.

.8 Deferred Compensation

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

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 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.
- .3 **Unusual Conditions**
An employee's refusal in good faith to perform an assigned task because of an unusual condition which they believe threatens the 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, 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) or more than three years old for causes enumerated in Section 18.2(f) shall not be admitted into evidence or considered to support the charges at any level in the grievance and arbitration procedures.

Reserved/Delegated Authority

No employee may be suspended or removed from service by anyone other than the Executive Officer or their representative(s) except 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) Criminal behavior likely to have a serious impact upon the business of VTA.

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.

Employee Representation

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

No party or person shall use or be represented by a practicing attorney at 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 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 shall have an informal hearing with an ATU Officer 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

If the decision is not satisfactory to the employee or the Union, the Union 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 10 days shall be processed through an expedited arbitration proceeding. VTA and the Union may agree to process discharges through this expedited arbitration process. At least one day each month will be used for these grievances. 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.

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.

5 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.

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. If known, the grievance shall include the affected employee(s), violated section(s), nature of the claim, the time and place of the occurrence and the Union remedy.

3 Informal Hearing

The Director or designee 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, the Director or designee shall issue a written decision within 15 calendar days of the last meeting. Should the Union be dissatisfied with the written decision, the grievance may be taken to the Permanent Labor Committee and/or if unresolved, to arbitration as provided in Section 20.

4 Extension of Time Limits

6 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.

6 Permanent Labor Committee

The ATU and VTA shall appoint their negotiators to the Permanent Labor Committee. Committee members may be replaced by their respective appointing parties. The Committee shall meet every six months or when urgent business requires resolution. The Committee shall be composed of no more than five members from each party. The Committee has the authority to settle issues and grievances arising under this Agreement, which shall fully resolve the dispute and bind the parties. Any unresolved grievance will be referred to the arbitration process for resolution.

SECTION 20 - ARBITRATION

1 What May be Arbitrated

Prior to arbitration, either party may request that a grievance be taken to the Permanent Labor Committee for resolution. 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 Permanent Labor Committee, 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.

2 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, 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.

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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 the panel set forth in Section 20.3 by the alternative striking of names. The parties shall flip a coin to determine who strikes first.

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.1 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.

.2

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

.3

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.

All arbitrators are requested to expedite their decisions as the parties normally expect a decision to be issued within 20 days after the conclusion of the hearing.

.3

Panel of Arbitrators

For the period of this Agreement VTA and the Union agree to the following panel:

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Tom Angelo
Morris Davis
Michael Prihar

Bonnie Bogue
John Kagel
Bill Rule

Douglas Collins
Anita Knowlton
Ken Silbert

Any vacancy on the panel may be filled by agreement between the Union and VTA. If the panel is depleted or if no member of the panel is willing to serve on any given arbitration, the neutral arbitrator shall be selected from a list of five qualified arbitrators, furnished by the Federal Mediation and Conciliation Service. Either party may reject the first list. From the list, the Union will strike one, then VTA one, then Union one, VTA one, and the remaining person is selected. If the selected person is unable to serve, the parties shall request a new list from the Federal Mediation and Conciliation Service and strike names as before.

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 Medical Arbitration

Any employee protesting removal from service because of an order from VTA's physician, shall have his case reviewed by a physician selected by VTA and the Union and his decision will be final. If the parties are unable to agree on a doctor, the medical arbiter shall be chosen by lot from a mutually agreed upon list of seven doctors.

SECTION 21 - MISCELLANEOUS PROVISIONS

1 Free Transportation

VTA will grant free transportation over its lines to all employees, spouses/same sex domestic partners and dependent children of all employees, pensioners, pensioners' spouses/same sex domestic partners and dependent children, widows or widowers/same sex domestic partners of pensioners and widows or widowers/same sex 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.

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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.

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.

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b) Sanitary Facilities on Lines

VTA shall arrange for sanitary facilities on each line. VTA recognizes the importance of arranging restrooms as close to 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 make 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 effort. 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 the line, consideration of the problem in future route development and the use of portable facilities when no other means are available to resolve the no facility problem.

No operator shall be disciplined for delay of schedule if such delay results directly from the employee's use of designated sanitary facilities and the location of such facilities preclude 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 exceeding \$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).

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.

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.

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 the monthly premiums for dental, medical, and life insurance.

.17 Days Off

VTA employees shall be entitled to two consecutive days off per week. All things being equal, day off work will be distributed equally as possible.

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 infractions 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 invalid 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 this 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 - PERFORMANCE INCENTIVE PROGRAM

The Union and VTA agree that improving system performance is essential for sustaining public support, maintaining financial stability, and assuring steady expansion of bus and rail services. The Performance Incentive Program focuses on these general areas:

- Ridership
- Improved Attendance
- Service Dependability (road call rate)
- Safety (miles between accidents)

The intent of the Performance Incentive Program is to reward exceptional improvements in performance (above targeted goals in the Strategic Business Plan and VTA performance objectives) by sharing the economic savings that are a result of these improvements, with employees.

Specific goals and incentive bonuses are described in the Calendar of Quarterly Bonus Periods in Appendix A of this Agreement (page 128).

SECTION 24 - 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 lock-out of any of its employees.

SECTION 25 - 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 26 - DURATION OF AGREEMENT

The term of this Agreement shall begin on February 5, 2001, and continues through January 30, 2005, 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 January 30, 2005, or any subsequent January 30th. 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 January 30, 2005, or any subsequent January 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 not later than 15 days prior to January 30, 2005, or any subsequent January 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, unless otherwise agreed.

This Agreement cancels and supersedes the remaining period covered by the current February 11, 1997 through February 11, 2002 Agreement between VTA and Amalgamated Transit Union, Local 265.

IN WITNESS THEREOF, the parties have executed this Agreement this
10th day of October, 2001.

FOR THE UNION

William A. McLean

Touza, Adonis

Alan S. [Signature]

FOR VTA

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

EMPLOYEE PENSIONS

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The provisions of the Pension Agreement for all 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 County Transit District/Amalgamated Transit Union Pension Plan 1997 Version, which will be distributed around December, 1997.

VTA shall change retirement tables to 2% at age fifty-five (55) with a maximum of 2.4% at age sixty-five, for employees covered by this Agreement who retire on or after February 1, 2004.

VTA and the Union agree that all incremental increases in Pension payments as negotiated since July 1973 shall be continued. Effective February 1, 2001, and February 1, 2003, there will be a 2% increase in Pension payments for current retirees.

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

In the event an active employee dies before retirement, VTA shall pay and furnish the Medical Plan for the spouse/same sex 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 Train Operator Trainee. This reduction will be added to the four existing reductions, bringing the total paid contribution to the Spousal Medical Trust for all hours paid to 25 cents per hour.

For each hour worked (regardless of the rate, premium or type of pay) VTA shall continue to contribute the 25 cents per hour to the Trust, 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 Trust 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 Trust 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 cents per hour for all classifications covered by this Agreement, except Bus Operator Trainee and Train Operator Trainee. This reduction will be contributed to Retiree Vision and Dental Trust 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 Trust Fund shall be administered by the Board of Pensions in the same manner as the Spousal Medical Trust Fund.

SIDELETTER OF AGREEMENT

WAGE STUDIES

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VTA and the Union understand that VTA, at its discretion, may conduct wage studies. All proposed increases will be subject to negotiations and effective the first pay period after agreement is reached. Initial wage studies will be conducted for the following classifications. Recommendations from the initial wage studies will be provided to the Union no later than May 1, 2001.

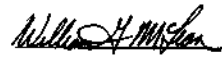
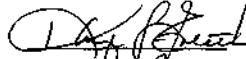
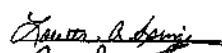
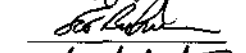

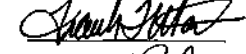
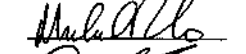

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|-------------------------------------|----------------------------------|
| Electro-Mechanic | Track Worker |
| O & R Mechanic | Senior Track Worker |
| Electronic Technician | Transit Mechanic |
| Facilities Worker | Paint & Body Worker (Bus & Rail) |
| Information Services Representative | Foreperson (Bus & Rail) |
| Overhead Line Worker | Upholsterer |
| Substation Maintainer | |

When signed below, this will represent the understanding of the parties for the life of the present Agreement (2001 - 2005).

When signed below, this will represent the understanding of the parties for the life of the present Agreement (2001 - 2005).

CONCUR FOR THE UNION:

CONCUR FOR VTA:

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.


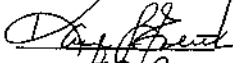
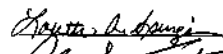
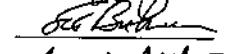
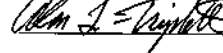
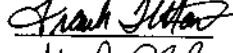
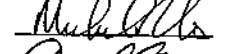
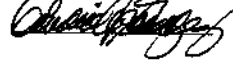
Health Care Flexible Spending Account

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. ATU will review the experience with these plans and will advise VTA by 9/1/02 whether it wishes to continue offering these plans.

CONCUR FOR THE UNION:

CONCUR FOR VTA:

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

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TO ALL FOREPERSONS, DISPATCHERS, TRANSIT RADIO DISPATCHERS, RADIO CONTROLLERS, 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, Radio Controllers, 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.

PART B
OPERATING SECTION

SECTION 1 - SPECIAL PAY PROVISIONS

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- .1 **Instruction and Trainees**
All Operators assigned a student or trainee for instruction shall be paid \$2.00 per day per student in addition to their regular rate of pay. Where such employee is assigned a student for four hours or more, they shall receive \$2.00 for such instruction. Such employees who may be assigned more than one student shall receive the established rate provided above for each student. When such employee is assigned a student for less than four hours they shall receive \$1.00 for such instruction.
- .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 therefrom 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.

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EXAMPLES:

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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.

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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.

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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.

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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

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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.

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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

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1 l below 10 hours shall apply as follows:

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

SECTION 7 - EXTRA WORK

Regular employees who work regular scheduled runs or shifts shall not be required to run extra trips or do extra work except in cases of emergency where special events, blockades, fires, or acts of God require extra service. 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.

Regular run Operators may be utilized within their assigned work hours in their Division to cover extra-board work if their regularly scheduled run has been cancelled because of temporary plant closures and holidays. These cancellations will be posted on the applicable sign-up. VTA shall utilize available extra-board operators from the Division, then seek volunteers from available regular operators in the driver's room. If there are no volunteers VTA may assign from available operators by inverse seniority. Before their regular off duty time, the operator shall be returned back to the Division.

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.1 In the event the bus system is required to provide emergency service replacement, in circumstances which prevent rail operation, regular Operators may be subject to alternate work within their assigned bid hours. By November 1987, VTA and Union met and agreed on an implementation plan to provide emergency bus support to the rail system. The implementation plan will include a designation of bus lines that will be drawn upon to provide this support.

In all cases, the Light Rail Vehicle Operator shall be responsible for returning the vehicle to the relief point (or Light Rail Maintenance Division).

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.

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.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.

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.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.

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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.

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SECTION 10 - REPORT TIME

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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 week-end reliefs. The parties agree that changes to address these types of travel time issues will only be implemented by mutual agreement.

This Section shall be effective on January 7, 2002. Until such time, travel time shall be governed by Part B, Section 11, of the previous collective bargaining agreement, dated February 11, 1997, through February 11, 2002.

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.

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

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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.

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SECTION 14 - SPOT TIME

.1 Spot time shall be allowed as follows:

- a) For all arterial route runs consuming less than 30 minutes running time one way, VTA agrees to allow no less than a five minute spot at the completion of each round trip.
- b) On all arterial route runs consuming over 30 minutes running time one way, five minutes shall be allowed at the completion of each round trip.
- c) On all Personalized Transit (Dial-a-Ride) runs consuming more than two hours, VTA agrees to allow no less than a five minute spot for each two hour working period.

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Sufficient running time will be allowed and not taken from the Operator's layover, but since spot or layover time is both for the convenience of the Operator and VTA to ensure on-time operation of the service, it is intended that Operators should start each trip at the time scheduled. Consideration will be given to a special case requiring additional time, but it is further agreed that an occasional short layover of less than four minutes will be permitted in case of equipment which has just left headquarters, or if necessary when changing headways, making necessary turnbacks or operating changes.

.2 Reports on Running Times

After notice and confirmation that running times are not within acceptable limits, VTA shall make all reasonable adjustments as soon as reasonably possible to bring running times within acceptable

limits. Reports by drivers of such circumstances shall be directed to VTA on prescribed forms and VTA shall reply to such reports within 10 working days.

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.

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.

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.

SECTION 16 - BIDDING (Not applicable to Light Rail Division)

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.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 no relief shall be necessary.

d) Bid Relief (Not applicable to Light Rail Division)

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.

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

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- 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

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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.

.2

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.

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f) Special Provision/Extended Leave

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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.

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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) Train Operator Vacancy List

After Full Revenue Service Level of Staffing, VTA may choose to fill Light Rail Operator vacancies through

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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.

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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.

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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.

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.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 those with the highest seniority.

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

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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.

.2

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.

.3

.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.

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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 regularly scheduled eight (8) hour shift. Overtime work will be distributed as equally as possible.

Overtime work will be covered by available permanent dispatch personnel with the following limitations:

- Permanent Dispatchers may work no more than two days off per pay period, unless otherwise directed.
- Permanent 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 Junior Regular Dispatcher who is in an available status.

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

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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.

.2

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.

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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.

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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.

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4 Seniority

If an Operator serves as a Dispatcher and returns to the Operator classification, their time spent as a Dispatcher shall 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. 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. Bidding for such permanent vacancy shall commence with the next senior Dispatcher below the person creating the vacancy.

.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.

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.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

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

Any known vacancy of 14 or more calendar days 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.

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

.13 Shift Coverage

Open shifts, not covered under .12 of this section, will be covered by use of personnel in the following priority order:

- Floater/Substitute Dispatcher without overtime costs
- Regular Dispatchers, available, at overtime rates
- Floater/Substitute Dispatcher, at overtime rates
- Assignment to an available Junior Floater Dispatcher
- Assignment to an available Junior Regular Dispatcher

.14 Rest Periods

Dispatchers shall have two rest periods of 15 minutes each, to be taken at approximately the mid-point of each half 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.

Rest periods shall be considered as time worked for pay purposes and shall not be used so as to shorten the workday.

.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 fifteen cents (\$1.15) per hour 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.

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.

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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.

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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.

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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.

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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.

.3

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

.4

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.

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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 operator...

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, 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.

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.

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. 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

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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.

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.

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 fifteen cents (\$1.15) per hour 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, however, shall be paid for

SECTION 20 - MISCELLANEOUS PROVISIONS

1 Accident Report and Pay for Interviews and Testimony

One-half (1/2) hours' pay at straight time rate shall be paid for filling out each accident report form when required. When it is necessary for employee to report to their Division to make out 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

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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)

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- 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 are required to wear the uniform while on duty. The basic uniform shall consist of a uniform shirt or blouse (long or short sleeves), uniform trousers, and shined shoes, colors to be determined by VTA.

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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. All operators with one or more years of service shall receive a one year uniform allowance or voucher each September.

Upon successful completion of training, new operators will receive a one year's uniform allowance or voucher, and an additional one year's uniform allowance or voucher upon successful completion of probation. Current allowance/voucher will be as follows:

Year 2001	\$205	Year 2003	\$225
Year 2002	\$215	Year 2004	\$235

Following receipt of these allowances, the new operator shall not be eligible for the uniform allowance or voucher payable in the following September payment period.

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 September 2002 allowance.

.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 panograph, 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.

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PART C
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.

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For a Work Week

.1 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.

.4 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 th

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 vacan-

cy 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 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 (Not applicable to Light Rail Division)
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.

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

Temporary vacancies 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.

3 Promotions

Employees in the bus or train maintenance skill area upon application and if deemed qualified by VTA shall be placed on change of classification lists by classification seniority in accordance with the following. The Bus Maintenance skill areas shall consist of the following:

a) Division Maintenance

1. Transit Foreperson
2. Transit Mechanic
3. Electronic Technician
4. Transit Mechanic (G)
5. Support Mechanic
6. Service Mechanic

The line of progression for the above classifications is Service Mechanic, Support Mechanic, Transit Mechanic (G), Electronic Technician, Transit Mechanic to Transit Foreperson.

b) Overhaul & Repair (Mechanical)

1. O & R Foreperson
2. O & R Mechanic
3. Electronic Technician
4. Support Mechanic

The line of progression for the above classifications is Support Mechanic, Electronic Technician, O & R Mechanic and O & R Foreperson.

c) Overhaul & Repair (Body Repair)

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

The Paint and Body Foreperson and Upholstery Foreperson positions shall be filled by the most senior qualified person from their respective classification in the above section who is on the change of classification list.

d) Parts

1. Parts Foreperson
2. Parts Clerk

The Parts Foreperson position shall be filled by the most senior qualified Parts Clerk on the change of classification list.

When a vacancy exists within one of the particular above skill areas, VTA shall first appoint from those qualified and within the same skill area (except that no promotions to Transit Mechanic (G) shall be made), by classification seniority.

The System Maintenance skill area shall consist of Facilities Worker, Service Worker, Parts Clerk, Electronic Technician, and Parts Foreperson.

If there are no bids from those employees within a specific skill area, any other Maintenance Section employee may bid for placement on the change of classification list, if deemed qualified by VTA.

The train maintenance skill area shall consist of Foreperson, Paint & Body Foreperson-LR, Electro-Mechanic, Electronic Technician, and Paint & Body Worker. For example, when there is an Electro-Mechanic vacancy in train, and the vacancy is to be filled, and there are no qualified employees in the Electronic Technician classification, Paint & Body Worker, may bid for placement on the Electronic Technician Change of Classification list if qualified. If, for example, there were no bids from Paint & Body Worker, any other employee in the Train Maintenance Section may bid for placement on the Electronic Technician Change of Class list if qualified. Paint and Body Foreperson - LR shall be filled from Paint and Body Worker class prior to fill from the remaining Train Maintenance section.

The Train Power and Signal skill area shall consist of Overhead Lineworker and Substation Maintainer.

The Train Track skill area shall consist of Senior Track Worker and Track Worker.

Seniority in crafts call for advancement to higher rate with lowest opening being put up for bid after other vacancies or new jobs are filled by seniority and qualifications in crafts in which said vacancy or opening occurs. Where qualifications are equal, seniority shall prevail.

If an employee who is promoted to a higher classification does not prove satisfactory, the employee shall revert to their former position without loss of seniority.

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 Transit 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 the date of this Agreement, the following tool allowance will be paid as follows:

Transit, O & R, P & B, Upholstery and LR Foreperson	\$194		
Support Mechanic	\$194	Upholsterer	\$194
Transit Mechanic	\$194	Electronic Technician	\$194
Transit Mechanic G	\$169	Electro-Mechanic	\$194
O & R Mechanic	\$194	Paint & Body Worker	\$194
Service Mechanic	\$144		

The tool allowance amount will increase by \$10.00 each year for the life 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.

SECTION 5 - COVERALLS

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 raincoats shall be maintained for the use of Maintenance personnel. Such coveralls and raincoats shall carry a Union label.

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.

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.

SECTION 9 - COMPLETION OF NEW CLASSIFICATION IMPLEMENTATION

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

Transit Mechanic (G)

SEC 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.

VT: 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.

SEC Up to five O & R Mechanics per annual sign-up under Part C, Section 3.1, may, by providing a 30 day advance written notice prior to the system sign-up date indicate that they wish to transfer and bid to a Transit Mechanic position. The resulting vacant O & R Mechanic position is open for bid from among the Transit Mechanics.

SEI System Maintenance Section

The System Maintenance Classifications are intended to replace similar Bus and Rail classifications over time. Previous classifications covered by grandparenting no longer exist upon death, retirement, resignation, or change of classifications. Positions vacated will be replaced by System Maintenance Classifications.

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

PART D
INFORMATION SERVICES SECTION

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MI SECTION 1 - MINIMUM GUARANTEE

VI 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.

Tr
Tr SECTION 2 - OVERTIME

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

ara For a Work Day

Up 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.

Sys
Sys For a Work Week

and 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.

gra 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.

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Sys SECTION 3 - CALL BACK

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ue 1 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.

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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.

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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.

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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.

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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.

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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 fifteen cents (\$1.15) per hour 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.

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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.

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 twenty-five cent (\$.25) 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, and an additional one year's uniform allowance or voucher upon successful completion of probation. Current allowance/voucher will be as follows:

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A	Year 2001	\$205
sh:	Year 2002	\$215
	Year 2003	\$225
Ar	Year 2004	\$235
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Following receipt of these allowances, the new employee shall be eligible for the uniform allowance or voucher payable in the following July payment period.

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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.

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PART E

COMMUNICATION SECTION

SECTION 1 - MINIMUM GUARANTEE

All Communication 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 Communication 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

Communication 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

Communication 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 fifteen cents (\$1.15) per hour 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.

Communication Services Employee 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.