

Agreement  
Between  
San Mateo County  
Transit District

and

Customer Service Unit of  
Amalgamated Transit Union  
Local Division No. 1574  
AFL-CIO-CLC

September 6, 2017 – June 30, 2020

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## **LABOR AGREEMENT**

This AGREEMENT is made and entered into as of the effective date hereinafter stated by and between SAN MATEO COUNTY TRANSIT DISTRICT, hereinafter referred to as "District," and AMALGAMATED TRANSIT UNION LOCAL NO. 1574, AFL-CIO-CLC, hereinafter referred to as "Union," for the purpose of fixing the wage schedule, hours, and general rules and regulations affecting employee members of the Union.

## **PURPOSE OF THIS AGREEMENT**

The purposes of this Agreement are to promote the settlement of labor disagreements by conference and discussion, to prevent strikes and lockouts, to stabilize conditions in the Mass Transit Industry in the area affected by this Agreement and to provide procedures for prompt and equitable adjustment of grievances.

## **ARTICLE 1. UNION RECOGNITION**

The District recognizes the Union as the sole and exclusive bargaining agent of employees as described in the State of California's Department of Industrial Relations memorandum dated February 13, 2009. The unit as described is all Customer Service Representative 1s, Full-time, Part-time (formerly Extra Help) and Extra Help, Customer Service Representative 2s (formerly Customer Relations Specialists) and the Receptionist in the Customer Service Center of the San Mateo County Transit District.

The District may add other classifications into the Service Center upon thirty (30) days' notice to the Union. During the notice period, the District will, upon request, negotiate with the Union concerning the terms and conditions of employment for any new classification.

## **ARTICLE 2. MANAGEMENT RIGHTS**

It is mutually agreed that it is the right and duty of the San Mateo County Transit District to manage the District, to exclusively determine the manner, method and means of accomplishing the purposes and mission of the District, to direct and utilize all labor and to utilize and allocate all other resources for the District.

These rights include, but are not limited to, establishing and enforcing work standards, policies and procedures, the right to hire, promote, demote, reclassify, layoff, discharge for just cause and otherwise discipline employees, subject to the specific conditions set forth in this Agreement. The hours and scheduling of work, the introduction and use of new equipment or technology and the subcontracting of work of the Customer Service Department are prerogatives of the District. For the duration of the 2014 to 2017 Agreement, the District will not subcontract customer service work performed on behalf of SamTrans. Customer service work on behalf of Caltrain may be performed by a third party.

The management rights not expressly waived or limited by the CBA are retained by the District.

The exercise of any management rights shall not violate the Collective Bargaining Agreement. Any claim that the District's exercise of any prerogative of management or promulgation or enforcement of any policy and procedure is violative of any specific provision(s) of this Agreement may be made the subject of a grievance. An arbitrator may not revise, amend, or limit the District's management rights, policies or procedures unless the exercise of those rights, policies or procedures violate this Agreement.

### **ARTICLE 3. NO STRIKE – NO LOCKOUT**

#### **Section 1. No Interruption of Work**

There shall be no strike, slowdown, picketing, or any interruption of, or interference with work by the Union or the employees covered by this Agreement, and no lockout by the District, for the duration of this Agreement.

#### **Section 2. Rights Regarding Labor Disputes**

It shall not be a violation of this Agreement and shall not be cause for discipline for any employee to refuse to enter upon any property involved in a legal, primary and sanctioned labor dispute.

### **ARTICLE 4. UNION SECURITY**

#### **Section 1. Right to Join a Union**

The District recognizes the right of the employees to form and join a Union and to assure thereafter the organizational and economic stability of the Union so that it may fulfill its obligation to fairly represent all members of the collective bargaining unit.

#### **Section 2. Membership in Good Standing**

Union membership or fee objector status is a condition of employment. The Union will notify the District of those employees who have not joined the Union after the completion of the employee's probationary period or within thirty (30) days after the ratification of this Agreement, or who thereafter fails to maintain their membership in good standing. To insure that new employees are advised of their obligations under this Article, the District shall distribute to new employees no later than the first week of employment a copy of a letter from the Union.

The letter shall include a description of the employee's obligations under this Article, information concerning fee objector status and the organizational service fee and shall accurately describe these obligations and shall contain no derogatory statements concerning the District or District management.

### **Section 3. Counseling to Join the Union**

Resignations from the Union, fee objector status and the collection of Union dues and organizational service fees will be administered by the Union in accordance with applicable state and federal law.

If an employee fails to remain a member in good standing or fails to pay the organizational service fee the Union shall notify the District. The District and the Union shall have five (5) working days during which to counsel the employee in order to secure the employee's voluntarily becoming a member in good standing in the Union or becoming a fee objector. Failure on the part of the employee to become a member, to maintain membership in good standing of the Union or becoming a fee objector during this five (5) day period shall result in termination. No employee will be terminated if a dispute exists concerning dues, fees or assessments owed by employees. Disputes over the application of this Article will be subject to the Grievance and Arbitration article of this Agreement.

### **Section 4. Hold District Harmless**

The Union will indemnify and hold the District harmless for any and all liability and costs including attorney's fees that may be incurred by the District as a result of the application of this Article.

### **Section 5. Check off**

The District will make payroll deductions of Union dues, organizational service fees and initiation fees from wages payable to each employee, and make payroll deductions of any general assessment or assessments applicable to all members, exclusive of fines or other similar charges. The officers of the Union will notify the District of the amount of Union dues, organizational service fees and initiation fees to be paid by each employee, the amount of any general assessment or assessments applicable to all employees which the Union has authorized, and the period over which the deduction will be made.

The above-described deductions will only be made from the pay of those employees who furnish the District with a proper written authorization, with employee's signature witnessed by an elected officer of the Union authorizing the District to check-off the amount of dues, fees and the assessments authorized by the Union: provided, however, that the individual employee may revoke the authorization upon 30 days written notice to the District and become a fee objector to the Union. The District will remit to the Union within seven (7) calendar days of the payday on which deductions are made, all dues, fees, and assessments deducted.

The form of the authorization for dues, fees and assessment check-off to be executed by the employee, as referred to above, shall be:



“I hereby authorize the San Mateo County Transit District to deduct biweekly from wages due me the authorized Union dues, initiation fees, organizational service fees and general assessments under the terms and conditions set forth in the current Agreement between the District and Local 1574, of the Amalgamated Transit Union.”

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

Dated: \_\_\_\_\_

## **ARTICLE 5. PROBATIONARY PERIODS**

### **Section 1. Newly Hired Employee Probationary Period**

- a. The probationary period for newly hired employees shall be one hundred twenty (120) calendar days after the familiarization training period. Familiarization training shall be up to one hundred twenty (120) hours. The District may accommodate newly hired employees with outside employment with a flexible training period. Based upon attendance, the District at its sole discretion may extend the Probationary Period of a new hire for up to ten (10) work days. The Probationary Period may be extended by the number of days absent during the probationary period or mutual agreement of the Union and District.
- b. The discipline or discharge of new probationary employees shall not be subject to a grievance under Article 27, Grievance Procedure and Arbitration.

### **Section 2. Promoted Employee Probationary Period**

- a. The probationary period of a Customer Service Representative 1 promoted from the Substitute CSR 2 list to a Customer Service Representative 2 position shall be ninety (90) calendar days. During the probationary period the promoted employee may return to their former position without a loss of seniority. The promotion probationary period may be extended by the number of days absent during the probationary period or by mutual agreement. The District shall be the sole judge of the qualifications and competencies of such employees and such judgment may be made the subject of a grievance should the employee dispute the determination. The District's judgment will not be overturned unless it is arbitrary, capricious, discriminatory or made in bad faith.
- b. Any employee awarded the vacant full-time Receptionist shift will be subject to a ninety (90) day probationary period.

## **ARTICLE 6. UNION REPRESENTATIVES**

Employees of the Union may enter the premises of the District to observe whether the terms and conditions of this Agreement are being adhered to, provided that such activity shall not interfere with or delay the work of the employees of the District.

## **ARTICLE 7. OFFICERS, STEWARDS AND NEGOTIATIONS**

### **Section 1. Notice of Officers and Stewards**

The Union shall notify the District in writing of its Officers and Stewards. The District will grant time off, without pay, to Officers and Stewards whenever it is necessary to conduct Union business. Proper advance notice of such time off shall be given to the immediate supervisor. For any union business scheduled a week or more in advance, proper notice shall be no less than five (5) days.

### **Section 2. Release Time for Stewards**

The Union may designate alternates to the Steward for release time purposes. No more than one (1) CSR2 and no more than a total of two (2) employees shall be released at any one time.

### **Section 3. Release for Negotiations**

No more than one (1) CSR2 and no more than a total of two (2) Union Representatives shall be released from work, without pay, for the purposes of negotiations pursuant to Article 32, Duration of Agreement.

### **Section 4. No Loss of Seniority**

No employee shall lose seniority because of their Union time off under this Article.

## **ARTICLE 8. NO DISCRIMINATION**

Neither the District nor the Union shall discriminate for or against any employee on account of race, religion, color, national origin, sexual orientation, sex or union activity; nor to the extent provided by law, on account of age or disability.

## **ARTICLE 9. DISCIPLINE AND DISCHARGE**

### **Section 1. Discipline and Discharge for Just Cause**

Normally, progressive discipline will be followed by the District in the issuance of discipline. The District shall not discipline or discharge any employee without just cause. Discipline issued to probationary employees is not subject to review or grievance under provisions of this Agreement. Counseling, verbal or written, shall not be considered or used as discipline.

Written discipline shall include facts sufficient to provide notice to the employee of the misconduct or deficiencies for which the District holds the employee responsible.

No prior disciplinary warnings need be given before the District may discharge an employee for theft of money or property, falsification of time records, intoxication or use of drugs or alcohol while on duty, insubordination or violent, abusive or negligent conduct which threatens or endangers the health or safety of the employee or other persons.

In reviewing an employee's record for purposes of discipline, disciplinary entries older than four (4) years from the date of the event giving rise to the discipline will not be used or considered at any hearing or arbitration to support further charges. The District and arbitrator may only consider the length of service, previous performance appraisals and any commendations for the same four (4) year period.

### **Section 2. Notice to Union and Employee**

The District will notify the employee in writing with a copy to the Union of discipline, suspension or discharge within forty-five (45) days of the District's date of knowledge that the employee engaged in misconduct provided the District has completed its investigation and it has received all information from third parties. The Union or employee shall be given the opportunity, upon request, to examine the contents of an employee's personnel file.

Unless it results in the issuance of discipline a customer complaint may not be made a part of an employee's personnel file. Letters of commendation shall be provided to the employee.

### **Section 3. Annual Performance Appraisal**

The District shall review and provide the employee with a copy of their annual written performance appraisal. Annual appraisals may be made the subject of review under the Grievance Article.

## **ARTICLE 10. SENIORITY**

### **Section 1. Seniority Defined**

#### **Date of Hire Seniority**

District date of hire seniority shall be the first day the employee is on the District's payroll. District date of hire seniority shall be established by the District's payroll records.

Current employees in any and all classifications shall retain their seniority as established November 13, 2009.

## **Classification Seniority**

For classification seniority purposes there shall be five (5) classifications:

1. Full-time Customer Service Representative 2
2. Full-time Customer Service Representative 1
3. Part-time Customer Service Representative 1
4. Extra-help Customer Service Representative 1
5. Receptionist

Once the Receptionist position is permanently vacated it will be awarded by seniority. Employees must be trained as a Receptionist before being eligible to bid the position. If the Receptionist position is not bid it shall be awarded in inverse seniority order to an employee trained as a Receptionist.

For purposes of vacation and floating holiday bidding, promotion, extra work and temporary vacancies, the Receptionist will be treated as a CSR1.

Classification seniority begins on the first day of work within the particular classification. District payroll records shall establish the employee's first day of work in a classification.

## **Section 2. Identical Seniority Dates**

Seniority ranking between employees with an identical date of hire seniority or classification seniority date shall be determined by their date of birth (the oldest being the most senior). If a bargaining unit employee and a non-bargaining unit employee begin working in a classification on the same day, the bargaining unit employee will have greater classification seniority.

## **Section 3. Layoff, Severance and Recall**

If the District determines there is a need to reduce the workforce it will notify the Union in writing of its intention to conduct a Work Schedule Sign-up. The Work Schedule Sign-up will be coordinated with the Union in a manner similar to the procedures described in Work Schedule Sign-up Article. In the case of a layoff, a Full-time CSR1 lacking the seniority to bid a Full-time schedule will be first to bid a Part-time or Extra-help schedule or be laid off. A Part-time CSR1 lacking the seniority to bid a Part-time schedule will be first to bid an Extra-help schedule or be laid off. The Full-time or Part-time CSR1 bidding into a new classification will no longer have classification seniority in nor recall rights to his/her former classification and will begin to accrue classification seniority upon the first day in the new classification. Employees who lack the seniority to bid a Work Schedule shall be provided two weeks written Notice of Layoff.

Within one (1) week of Notice of Layoff, the employee must notify the District in writing of the employee's decision to accept severance or to retain seniority and be eligible for recall or they will be placed on the Recall List.

Full-time CSR1s and CSR2s who are laid off and who elect severance are eligible to receive one week's pay for every full year of service. Part-time CSR1s who are laid off and who elect severance are eligible for pro-rata (50% of full-time) severance for every

full year of service. Employees who elect severance are not eligible for recall. To be eligible for severance or to be placed on the recall list, the employee must continue to work, as scheduled, for the entire Notice of Layoff period. Employees on the Recall List are responsible for notifying the District of any change of address. The District will notify the employee of recall at the employee's last known address.

CSR2s will be recalled by classification seniority, the most senior recalled first.

CSR1s on the Recall List will be recalled in their classification by classification seniority order.

#### **Section 4. Loss of Seniority**

Seniority shall be terminated by reason of:

- (a) Resignation.
- (b) Discharge for just cause.
- (c) Failure to return to work within fifteen (15) calendar days from the date the Notice of Recall is mailed.
- (d) Failure to return from (or acceptance of any other full time employment during) an authorized leave of absence in accordance with the terms of such leave.
- (e) Layoff of two years or acceptance of severance pay.

#### **Section 5. Disability Assignment**

At the request of the employee and supported by medical verification, employees who have become disabled while in employment by the District and are therefore unable to fill their usual positions shall be given preference for any work the District has that they are qualified and competent to perform. The District shall be the judge of the qualifications and competency of such employees.

#### **Section 6. Continuation of Seniority**

Seniority shall not be broken and shall continue to any employee who is granted a leave of absence to serve as an official of the local Union or its International Union. Any such employee who is granted leave to be full-time local union officers shall be permitted to remain on the payroll of the District and shall receive biweekly pay at his or her hourly rate for a forty (40) hour week. Such employees may continue to participate in retirement and health, dental and vision care plans but shall not accrue any other employee benefits provided under this Agreement. The District will deduct the full cost of wages, benefits and all payroll taxes from the dues deductions payable to the Union on a monthly basis and provide a statement to the Union. If dues deductions are insufficient to cover the costs as provided in this section, the Union shall remit the difference by the 15th day of the following month.

#### **Section 7. Seniority List**

The District will maintain and provide the Union with seniority lists for the Customer Service Unit. A copy of the lists will be provided to the Union upon request and within a reasonable period of time following a change in the list. On or before the 5th of each

month, the District will forward to the Union the names, job classifications and dates of employment of new employees and the names of employees who have separated employment. The District shall at the same time forward to the Union the names of employees transferred to or from the bargaining unit and the effective dates.

**Section 8. Employment Outside the Customer Service Unit**

Date of hire seniority shall be retained but classification seniority shall not continue to accrue during the time an employee is working outside the Customer Service Unit within the District. An employee accepting such a position outside of the Customer Service Unit will have the right to return within one (1) year to the classification they vacated in the Customer Service Unit. Classification seniority shall continue to accrue if the employee returns to his/her previous classification before the probationary period in his/her new position ends.

**ARTICLE 11. EMPLOYEE CLASSIFICATIONS**

Full-time Customer Service Representative 2: Regularly scheduled to work forty (40) hours per week.

Full-time Customer Service Representative 1: Regularly scheduled to work forty (40) hours per week.

Receptionist: Incumbent employee as of the effective date of Agreement who is working a full-time (forty (40) hour) schedule.

Part-time Customer Service Representative 1: Regularly scheduled to work twenty (20) hours but less than forty (40) hours per week.

Extra-help Customer Service Representative 1: Regularly scheduled to work less than twenty (20) hours per week. Not permitted to work more than nine hundred ninety-nine (999) hours per fiscal year.

**ARTICLE 12. PAYROLL PERIOD, DEDUCTIONS AND SHORTAGES**

Employees shall be paid biweekly. Check stubs shall itemize all deductions from the employee's pay. In the event an employee is shorted on a paycheck and the shortage is one hundred dollars (\$100) or less, the shortage shall be included on the employee's paycheck on the next normally scheduled pay date after the shortage has been verified by the District. If the shortage is more than one hundred dollars (\$100), then the shortage shall be paid via a manual check to the employee within two (2) accounting workdays after verification of the shortage by the District. In the event an overpayment is made in error, the District will notify the employee and the Union in writing, and the overpayment shall be deducted from the employee's paycheck within fourteen (14) calendar days following the discovery of such overpayment by the District.

## **ARTICLE 13. HOURS OF WORK**

### **Section 1. Full-time Guarantee**

Full-time employees will be scheduled eight (8) hours per day, forty (40) hours per week. The CSR2s and the Receptionist may volunteer to take District designated furlough days off or to be assigned telephone or other work in the Customer Service Center.

### **Section 2. Part-time Guarantee**

Three (3) of the four (4) Part-time schedules for CSR1s are guaranteed twenty-five (25) hours per week, except during weeks containing holidays or floating holidays. Part-time CSR1s will be scheduled two (2) consecutive days off during a seven-day work schedule.

### **Section 3. Meal Periods**

Customer Service employees scheduled 5.5 hour shifts or more will be scheduled a thirty (30) minute unpaid meal period on weekdays and up to sixty (60) minutes on weekends and holidays.

## **ARTICLE 14. VACANCIES**

### **Section 1. Customer Service Representative 2 (CSR2) Vacancies**

The District will determine when a CSR2 position is vacant and is to be filled. Promotions to the CSR2 positions will be by the District date of hire seniority from the Substitute CSR2 list of qualified Customer Service Representative 1s (CSR1s) or Receptionist. To be eligible for the promotion, the CSR1 or Receptionist must have no formal disciplinary suspensions and no attendance discipline (counseling is not discipline) in the previous six (6) months and have a current annual evaluation rating of satisfactory. Promotions will be offered in classification and seniority order in the following order Full-time, Part-time and Extra-help.

The District will maintain the Substitute CSR2 list of CSR1s and Receptionist they have determined to be qualified to work as CSR2s. The list will contain the names of up to, but not more than ten (10) CSR1s. To be placed on the Substitute CSR2 list, employees must demonstrate the basic skills required for the position [Word, Excel, and Writing]. The District shall be the judge of the qualifications and competencies of such employees but such judgment may be made the subject of a grievance should the employee dispute the determination.

The vacated CSR2 schedule will be offered to the other CSR2s by classification seniority. The resulting vacancy will be offered in seniority order to the qualified CSR1s or Receptionist as described above. If a CSR1 or Receptionist declines the opportunity it will be offered to the next qualified employee in seniority order. Once an employee is promoted to a CSR2 position the employee will serve a 90-day probationary period.

If the District determines that there are no qualified members of the bargaining unit to fill the vacancy, the District may fill the position with people outside the bargaining unit.

## **Section 2. Full-time or Part-time Customer Service Representative 1 (CSR1) Vacancies**

The District will determine when a CSR1 Full-time or Part-time position is vacant and is to be filled. If the Full-time CSR1 position is to be filled it will be offered first to the other Full-time CSR1s then to the Part-time CSR1s and finally to the Extra-help CSR1s by classification seniority. The position will be posted and awarded within seven (7) days of the District's determination. The bidding to fill the vacancy will be conducted in a manner prescribed by the District. The new schedule will start on the Sunday of the next workweek.

To be eligible for the position employees must not have any formal disciplinary suspensions and no attendance discipline (counseling is not discipline) in the previous six (6) months and must have a current annual rating of satisfactory. Part-time CSR1 positions will be filled in the manner described above starting with the Part-time CSR1s. Extra-help CSR1s positions will be filled in the manner described above.

If the District determines there are no qualified employees in the bargaining unit to fill the position the District may fill the position with people outside the bargaining unit.

## **ARTICLE 15. EXTRA WORK AND TEMPORARY VACANCIES**

A temporary vacancy is a known absence from the regular work schedule. The District will determine if a temporary vacancy exists, the probable duration and how to fill it.

Vacancies of more than ten (10) calendar days in Receptionist, Full-time and Part-time CSR1 shift(s) will be filled by classification seniority. Extra-help CSR1 vacancies are filled at the District's discretion.

### **Section 1. Temporary Vacancies in CSR2**

The District shall maintain a Substitute CSR2 List of prequalified CSR1s and Receptionist. The list will be ranked by classification seniority.

Temporary vacancies and extra work of less than ten (10) calendar days will be rotated through the Substitute CSR2 List in following order of priority:

- (a) Full-time CSR1s and Receptionist available not requiring overtime,
- (b) Part-time CSR1s available not requiring overtime,
- (c) Extra-help CSR1s available not requiring overtime, and within the one thousand (1000) hour limitation,
- (d) Full-time CSR1s and Receptionist available,
- (e) Part-time CSR1s available,
- (f) Extra-help CSR1s within the one thousand (1000) work hour limitation or,
- (g) May be assigned in inverse seniority and classification order.

For temporary vacancies of less than ten (10) calendar days, the employee must be available to work for the entire vacancy period. If there are no CSR1s or Receptionist on the CSR2 substitute list available for the entire vacancy period, the assignment may



be shared. The Receptionist or CSR1(s) substituting will revert to their previous status upon conclusion.

Temporary vacancies of more than ten (10) calendar days will be bid and awarded in seniority order from the Substitute CSR2 list. The Notice of Vacancy will include the duration of the vacancy, hours of work, days off, and holiday schedule if any, will be posted by 3 p.m. Wednesday through noon (12 p.m.) of the following Friday. It will be awarded by at least 3 p.m. Friday.

## **Section 2. Temporary Vacancies in Receptionist or CSR1 of Ten (10) Calendar Days or More**

Temporary vacancies of ten (ten) calendar days or more known by the District on or before Wednesday noon (12 p.m.) in Receptionist or Full-time and Part-time CSR1 position(s) will be offered in the following order.

Receptionist or Full-time CSR1 vacancies of ten (10) calendar days or more will be offered in classification seniority order to:

- (a) Part-time CSR1s,
- (b) Part-time CSR1s can be assigned in inverse seniority,
- (c) The District may break up the hours of the position and offer the hours to Part-time or Extra-help CSR1s within the one thousand (1000) hour limitation; or
- (d) Use temporary staff.

Part-time CSR1 vacancies of ten (10) calendar days or more will be offered in the following order of priority,

- (a) Extra-help CSR1s available to work not requiring overtime and within the one thousand (1000) hour limitation,
- (b) If unfilled the vacancies can be assigned by inverse seniority from Extra-help CSR1s,
- (c) The District may break up the hours of the position and offer those hours to Part-time or Extra-help CSR1s; or
- (d) Use temporary staff.

The District will post the duration of the vacancy, hours of work, days off and holiday schedule for the position by 3 p.m. Wednesday through noon (12 p.m.) on Friday. Positions will be awarded on Friday by 3 p.m. to be effective on Sunday.

## **Section 3. Temporary Vacancies in Receptionist or CSR1 of Less Than Ten (10) Calendar Days**

When the District determines that there is a temporary vacancy of less than ten (10) calendar days, it will be filled on a daily/weekly basis in the following order of priority. The employee must be able to work the entire vacancy period and will revert to their previous status upon conclusion.

Vacancies in Receptionist or Full-time CSR1 of less than ten (10) calendar days will be offered in the following order of priority,

- (a) Part-time CSR1s available and not requiring overtime,
- (b) Extra-help CSR1s available and not requiring overtime and within the one thousand (1000) work hour limitation,
- (c) Full-time CSR1s available,
- (d) Part-time CSR1s available,
- (e) Assigned to Part-time and Extra-help CSR1 within the one thousand (1000) work hour limitation in inverse seniority and classification order.

Vacancies in Part-time CSR1 of less than one (1) workweek will be offered in the following order of priority,

- (a) Part-time CSR1s available and not requiring overtime,
- (b) Extra-help CSR1s available and not requiring overtime and below the one thousand (1000) work hour limit,
- (c) Full-time CSR1s available,
- (d) Part-time CSR1s available,
- (e) Assigned by inverse seniority and classification order.

Vacancies in Extra-help CSR1 work schedules may be filled at the District's discretion.

Unknown temporary vacancies of less than one (1) day will be filled at the District's discretion.

#### **Section 4. Extra Work**

Extra work is CSR2, Receptionist and CSR1 work and providing information services such as community outreach, ambassador, public contact meetings or any similar work that is not on the regular work schedule. The District will determine if extra work exists, the probable duration.

Extra work in CSR2 will be offered in seniority order to current CSR2s first. If unfilled the extra work will be offered in seniority order to available Substitute CSR2s. If unfilled the least senior employee on the Substitute CSR2 list may be assigned the extra work.

Extra work in Receptionist or CSR1 will be offered to Full-time CSR1s available and not requiring overtime, Part-time CSR1s available and not requiring overtime, and Extra-help CSR1 available, not requiring overtime and below the one thousand (1000) hour limit, available Receptionist or Full-time CSR1s, available Part-time CSR1s and if unfilled may be assigned in inverse seniority and classification order.

## **ARTICLE 16. HOLIDAYS**

### **Section 1. Holidays Observed**

All full-time employees shall be entitled to the following paid holidays observed by the District:

New Year's Day (January 1)	Martin Luther King, Jr. Day (Third Monday in January)
Independence Day (July 4)	Memorial Day (Last Monday in May)
Christmas Day (December 25)	Labor Day (First Monday in September)
	Thanksgiving Day (Fourth Thursday in November)

Any holiday which falls on Sunday shall be observed by the District on the following Monday.

In conjunction with the vacation bids, the District will post Full-time, Part-time and/or Extra-help shifts for holidays with reduced work schedules. Shifts will be bid by classification seniority. An employee cannot bid a holiday shift on the employee's regular day off. If any holiday shift is not bid it will be awarded, at the conclusion of the sign-up, in inverse classification seniority order to an available employee, the most senior person picking first.

### **Section 2. Qualifications and Pay for Holidays**

All Full and Part-time employees who qualify for holiday pay shall receive eight (8) hours pay at the straight time rate for Full-time employees and three (3) hours pay at the straight time rate for Part-time employees.

For employees not scheduled to work on the holiday, to qualify for holiday pay the employee must be on active pay status or must work on both the last regular scheduled work shift preceding the holiday and the first regularly scheduled work shift following the holiday.

Full-time employees who work on the day the holiday is observed as scheduled shall receive their regular rate of pay for all hours worked on that day plus eight (8) hours of holiday pay at the straight-time. Part-time employees who work on the day the holiday is observed as scheduled shall receive their regular rate of pay for all hours worked on that day plus three (3) hours of holiday pay at the straight-time. An employee scheduled to work and who fails to work on any such holiday shall receive no pay.

### **Section 3. Floating Holidays**

Each Full-time and Part-time employee who has completed the probationary period during or before the first calendar quarter of any calendar year shall be entitled to four (4) floating holidays to be scheduled and bid in the same manner as vacation during the calendar year. Full-time or Part-time employees who do not complete the probationary period until the second calendar quarter shall be entitled to three (3) floating holidays for that calendar year. Full-time or Part-time employees who do not complete the probationary period until the third calendar quarter shall be entitled to two (2) floating holidays for that calendar year. Newly hired Full-time or Part-time employees who

complete the probationary period in the last calendar quarter shall not be entitled to floating holidays for that calendar year. Each Full-time or Part-time employee with one (1) or more years of District Date-of-Hire seniority at the time of the sign-up shall be entitled to a fifth (5th) floating holiday.

Floating Holiday pay will be at eight (8) hours pay at the straight time rate for Full-time employees and three (3) hours pay at the straight time rate for Part-time employees.

## **ARTICLE 17. PAID TIME OFF (PTO)**

### **Section 1. Accumulation of Paid Time Off**

Full-time employees initially shall earn and accumulate Paid Time Off at the rate of 6.5 hours per biweekly pay period of paid employment up to a maximum accumulation of eight hundred (800) hours.

After five (5) years of continuous service (Seniority), Full-time employees shall begin to, and thereafter shall, earn and accumulate Paid Time Off at the rate of 8.75 hours per biweekly pay period of paid employment up to a maximum accumulation of one thousand forty (1040) hours.

After fifteen (15) years of continuous service, Full-time employees shall begin to, and thereafter shall, earn and accumulate Paid Time Off at the rate of 10.50 hours per biweekly pay period of paid employment up to a maximum accumulation of one thousand two hundred forty (1240) hours.

After twenty-five (25) years of continuous service, Full-time employees shall begin to, and thereafter shall, earn and accumulate Paid Time Off at the rate of 11.50 hours per biweekly pay period of paid employment up to a maximum accumulation of one thousand four hundred forty (1440) hours.

Part-time employees will accrue Paid Time Off and have a maximum accumulation at half the Full-time rate. For purposes of Paid Time Off accrual progression years of service shall only include time spent in Part-time and Full-time classifications.

Employees who receive no wages or Paid Time Off from the District for an entire biweekly pay period will not accrue Paid Time Off for that pay period.

Years of Service	Biweekly Accrual	Max Accumulation
0 up to 5	6.50 hours	100 days (800 hrs)
5 up to 15	8.75 hours	130 days (1040 hrs)
15 up to 25	10.50 hours	155 days (1240 hrs)
25 and over	11.50 hours	180 days (1440 hrs)

### **Section 2. Use of Paid Time Off**

Employees must use Paid Time Off or Floating Holidays for all time off (except furlough days). Paid Time Off shall be used by Full-time and Part-time employees of the

Customer Service Unit for vacations, illness of the employee, bereavement leave, and all other time away from work, subject to the following rules and regulations.

**(a) New Employees**

Newly hired employees may not utilize Paid Time Off until the completion of their training and probationary period.

**(b) Vacations**

Paid Time Off to be used for vacations will be scheduled by the District in conjunction with the Work Schedule Sign-up. Seniority shall control in the selection of vacation periods. Employees will not be allowed to schedule more vacation time off than they will have earned in Paid Time Off at the time of the vacation.

**(c) Bereavement**

In the event of bereavement, employees must personally notify a supervisor on duty at their place of work of their unavailability for work. Bereavement leave shall be limited to a death in the employee's close family and shall not exceed three (3) consecutive calendar days. The employee's "close family" is limited to the employee's spouse, domestic partner, children of either spouse or domestic partner, grandchildren of either spouse or domestic partner, parents, or brothers and sisters of either spouse or domestic partner, and natural grandparents of either spouse or domestic partner. Additional time off to be taken in conjunction with, or as an extension of, bereavement leave is subject to the District's approval.

**(d) Illness or Injury**

In the event of illness or injury, employees must personally notify a supervisor of record on their recorded line as directed by the District (or such other method of notification as may be hereafter established by the District) at least sixty (60) minutes prior to their regular starting time of their unavailability for work.

The District will supplement any State Disability Insurance, Paid Family Leave or Workers' Compensation to which the employee is entitled, up to a full day's pay, from the employee's accumulated Paid Time Off.

Use of Paid Time Off for illness or injury of the employee in excess of two (2) consecutive workdays may be subject to the requirement by the District of reasonable proof of illness.

**(e) Other Uses of Paid Time Off**

All time off for reasons other than those set forth in paragraphs b, c and d above, including that for vacations not scheduled by the end of the selection process set forth in this Agreement, must be authorized in

advance, in writing, by the District. Employee requests for additional Paid Time Off shall be requested not more than thirty (30) days and not less than seven (7) days in advance of the intended day. The District will respond to the request within three (3) business days.

**(f) Pay-Out to Terminated Employees**

Employees whose employment with the District is terminated shall be paid in full for any accrued and unused Paid Time Off.

**(g) Accounting and Reporting**

The District shall implement a method of accounting and reporting accumulated Paid Time Off for each employee.

**(h) Paid Time Off Sell Back Program**

Employees may elect to sell back Paid Time Off once per calendar year. To be eligible the Full-time employee must have utilized at least eighty (80) hours and the Part-time employees must have utilized forty (40) hours of Paid Time Off for vacation in the twenty-six (26) pay periods preceding the request. Full-time Program participants must maintain a balance of two hundred forty (240) hours of Paid Time Off and Part-time Program participants must maintain a balance of one hundred twenty (120) hours of Paid Time Off. Paid Time Off Sell Back request forms may be obtained from Human Resources or on the Depot.

Paid Time Off will be paid at the actual wage rate in effect at the time of sell-back. Payment of Paid Time Off under the Sell Back program is taxable income and will be reported as such on the employee's W2. If the employee is not sure how this payment will impact their personal tax situation, they should seek advice of a tax professional. Paid Time Off purchased under the program is not subject to PERS withholding or counted as wages for retirement calculation purposes.

Paid Time Off Sell Back payments will be processed by the Payroll Department along with the normal biweekly payroll. No manual or off-cycle checks will be issued. Paid Time Off Sell Back requests received by the Payroll Department before the end of the current pay period will be processed and if eligibility is verified payment will be included on the scheduled pay date for that period

Paid Time Off Sell Back payments, if determined to be allowable by the IRS, can be contributed to the employee's IRC 115 Retiree Medical Reimbursement Trust account to be used for post-retirement medical expenses or into the employee's 457 plan.

## **ARTICLE 18. LEAVES OF ABSENCE**

### **Section 1. Types of Leave and When Initiated**

Leaves of absence, with or without pay, may be requested in writing on forms furnished by the District and shall be granted in writing only under the circumstances and subject to the limitations provided by this Article. Employees on leave who receive Workers' Compensation benefits are not required to complete leave request forms. The leave begins whenever the employee is unable to work (regardless of pay status) for one of the reasons identified in this Article. If an employee, who has been on leave as provided by Section 1(b) or 1(d) of this Article, for a continuous period of more than ninety (90) calendar days returns to work for less than thirty (30) calendar days, the leave of absence will be deemed to be continuous for purposes of any maximum limitation on the duration of the leave.

- (a) **Workers' Compensation Injury or Illness**  
An employee who is unable to work by reason of any illness or injury which is determined to be job-related and for which the employee receives Workers' Compensation benefits shall be eligible for a leave of absence with or without pay. The employee must present medical evidence of fitness to perform the essential functions of his or her job in order to be eligible to return to work.
- (b) **Personal Injury or Illness**  
An employee who is unable to work by reason of any illness or injury which is not job-related as defined in (a) above, shall be eligible for a leave of absence with or without pay for a period of up to twelve (12) months. The District may require medical evidence of the need for the leave and of the employee's fitness to perform essential functions of his or her job before the employee is permitted to return to work.
- (c) **Leaves According to State and/or Federal Law**  
The District provides pregnancy disability leave, family and medical leave, military leave and other leaves in accordance with and as required by applicable law.
- (d) **All Other Leaves of Absence**  
All other leaves of absence with or without pay shall be deemed leaves for personal reasons and will be granted or denied at the discretion of the District except that the District shall grant leaves for up to one (1) employee designated by the Union to permit them to serve as a Full-time Union officer.

### **Section 2. Pay During Leave**

The employee's entitlement to pay during any leave or time off provided in this Article will depend upon the availability of Paid Time Off, temporary disability pay under Workers' Compensation, State Disability Insurance or Paid Family Leave. Whether the employee continues in pay status or receives pay supplementation from one or more of

these sources does not extend or reduce the maximum amount of leave to which an employee is entitled under any part of this Article. (Employees on military leave shall be compensated in a manner and to the extent provided in the military leave policy applicable to all District employees.)

### **Section 3. Continuation of Benefits**

Employees who are on leave of absence as provided by Section 1(d) above, shall be allowed to continue their health and dental benefits by making the entire contribution during such leave. Full-time employees who are on leave of absence as provided by Section 1(a) above shall have their health and dental coverage continue for the first nine (9) months of such leave by making their regular contribution and thereafter shall be allowed to continue their health and dental coverage by making the entire contribution for the remainder of the leave. Full-time employees who are on a leave of absence as provided by Section 1(b) above shall have their health and dental coverage continue for the first six (6) months of such leave by making their regular contribution and thereafter shall be allowed to continue their health and dental coverage by making the entire contribution for the remainder of the leave. Part-time employees who are on leave of absence as provided by Section 1(a) above shall be allowed to continue their health and dental coverage by making their regular contribution for the first nine (9) months of such leave and by making the entire contribution for the remainder of the leave. Part-time employees who are on leave of absence as provided by Section 1(b) above shall be allowed to continue their health and dental coverage by making their regular contribution for the first six (6) months of such leave and by making the entire contribution for the remainder of the leave. Employees who are on leave under Section 1(c) above shall be entitled to continue health and dental coverage either at their own expense or as otherwise required by law for the duration of the leave. (Employees on military leave shall be compensated in a manner and to the extent provided in the military leave policy applicable to all District employees.)

## **ARTICLE 19. WORKERS' COMPENSATION; STATE DISABILITY AND UNEMPLOYMENT INSURANCE; AND FELONIOUS ASSAULT INSURANCE**

All employees are covered by Workers' Compensation, State Disability Insurance and Unemployment Insurance. In addition to the foregoing, the District shall continue the daily compensation of an employee entitled to collect Workers' Compensation for the day of injury and for the remainder of any Workers' Compensation waiting period which paid time shall be charged against the employee's accumulated Paid Time Off. Employees who lose work time to keep follow-up medical appointments required because of on-the-job injuries for which they are entitled to Workers' Compensation benefits shall be permitted to receive the balance of their daily compensation which shall be charged to the employee's Paid Time Off.

The District shall provide felonious assault insurance for employees in the maximum amount of fifty thousand dollars (\$50,000).



## ARTICLE 20. BENEFITS

### Section 1. Medical Benefits, Full-time Employees

The District has established a PERS cafeteria plan for all Full-time employees that includes an employer contribution, an employee cafeteria benefit contribution and a benefit called Extended Illness Benefit. Beginning with premiums for January, 2012, there will be a fixed employer contribution, an employee cafeteria benefit and an employee contribution. The District's fixed employer contribution to monthly medical premiums, the Full-time employee contribution and the Full-time employee's cafeteria benefit for 2018 are listed below and continues on the next page.

<b>CaIPERS 2018 Premiums</b>	<b>Full Monthly Premiums</b>	<b>District Contribution</b>	<b>FT EE Contribution 10%</b>	<b>Cafeteria Employee Benefit</b>
Anthem HMO Select EE Only	\$ 856.41	\$ 476.48	\$ 85.64	\$ 294.29
Anthem HMO Select EE +1	\$ 1,712.82	\$ 952.97	\$ 171.28	\$ 588.57
Anthem HMO Select EE +2	\$ 2,226.67	\$ 1,238.86	\$ 222.67	\$ 765.14
Anthem HMO Traditional EE Only	\$ 925.47	\$ 476.48	\$ 92.55	\$ 356.44
Anthem HMO Traditional EE +1	\$ 1,850.94	\$ 952.97	\$ 185.09	\$ 712.88
Anthem HMO Traditional EE +2	\$ 2,406.22	\$ 1,238.86	\$ 240.62	\$ 926.74
Blue Shield Access + EE Only	\$ 889.02	\$ 476.48	\$ 88.90	\$ 323.64
Blue Shield Access + EE +1	\$ 1,778.04	\$ 952.97	\$ 177.80	\$ 647.27
Blue Shield Access + EE +2	\$ 2,311.45	\$ 1,238.86	\$ 231.15	\$ 841.45
HealthNet EE Only	\$ 863.48	\$ 476.48	\$ 86.35	\$ 300.65
HealthNet EE+1	\$ 1,726.96	\$ 952.97	\$ 172.70	\$ 601.29
HealthNet EE+2	\$ 2,245.05	\$ 1,238.86	\$ 224.51	\$ 781.69
Kaiser, CA EE Only	\$ 779.86	\$ 432.06	\$ 77.99	\$ 269.81
Kaiser, CA EE +1	\$ 1,559.72	\$ 864.11	\$ 155.97	\$ 539.64
Kaiser, CA EE +2	\$ 2,027.64	\$ 1,123.34	\$ 202.76	\$ 701.54
PERS Choice PPO EE Only	\$ 800.27	\$ 476.48	\$ 80.03	\$ 243.76
PERS Choice PPO EE +1	\$ 1,600.54	\$ 952.97	\$ 160.05	\$ 487.52
PERS Choice PPO EE +2	\$ 2,080.70	\$ 1,238.86	\$ 208.07	\$ 633.77
PERS Select PPO EE Only	\$ 717.50	\$ 476.48	\$ 71.75	\$ 169.27
PERS Select PPO EE +1	\$ 1,435.00	\$ 952.97	\$ 143.50	\$ 338.53
PERS Select PPO EE +2	\$ 1,865.50	\$ 1,238.86	\$ 186.55	\$ 440.09
PERS Care PPO EE Only	\$ 882.45	\$ 476.48	\$ 88.25	\$ 317.73
PERS Care PPO EE +1	\$ 1,764.90	\$ 952.97	\$ 176.49	\$ 635.44
PERS Care PPO EE +2	\$ 2,294.37	\$ 1,238.86	\$ 229.44	\$ 826.07

United Healthcare EE Only	\$ 1,371.84	\$ 476.48	\$ 137.18	\$ 758.18
United Healthcare EE +1	\$ 2,743.68	\$ 952.97	\$ 274.37	\$ 1,516.34
United Healthcare EE +2	\$ 3,566.78	\$ 1,238.86	\$ 356.68	\$ 1,971.24
Western Health Advantage EE Only	\$ 792.56	\$ 476.48	\$ 79.26	\$ 236.82
Western Health Advantage EE +1	\$ 1,585.12	\$ 952.97	\$ 158.51	\$ 473.64
Western Health Advantage EE +2	\$ 2,060.66	\$ 1,238.86	\$ 206.07	\$ 615.73

The amount of the District's fixed employer contribution to PERS medical premiums will not increase in any subsequent year above the dollar amount listed above. The Full-time employee contribution will be ten percent (10%) of the premium in each coverage level.

Once PERS medical coverage levels and Cafeteria Plan Benefit options are selected during the open enrollment period, those selections may only be changed under circumstances permitted by PERS and the terms of the Cafeteria Plan Benefit respectively. The District's obligation to pay a portion of the retirees' medical insurance premium is capped at the employer premium contribution rates listed above for active employees.

The amount of the District's Cafeteria Plan Benefit for each employee is determined by the employee's eligibility for and the employee's selection of a medical insurance coverage level under PERS. The District's Cafeteria Plan Benefit is included as part of the employee portion of the premium payment to PERS. In January 2014, the District will contribute to the employee's Cafeteria Plan Benefit in an amount that when added to the employer's fixed premium contribution will equal ninety percent (90%) of the PERS Bay Area HMO plan premiums. The Cafeteria Plan Benefit must be applied to the medical insurance premium.

If the PERS premium for the selected coverage exceeds the sum of the District's fixed employer contribution, the Cafeteria Plan Benefit and the employee direct contribution, the excess amount will be automatically withheld by the District from the employee's salary to pay the premium to PERS. No portion of the District's Cafeteria Plan Benefit will be payable in cash to any employee participating in PERS.

- (a) **Annual Medical Premium Increases and Increases to Cafeteria Plan Benefit**  
Annual increases to the PERS medical insurance premiums in subsequent years will not be paid by the District as an employer premium contribution to PERS. Annual increases to the medical insurance premiums for Bay Area HMO plans will result in the following adjustments to the District's Cafeteria Plan Benefit. The District will increase the dollar amount of its Cafeteria Plan Benefit so that the Cafeteria Plan Benefit is increased to an amount that when added to the fixed employer contribution and the employee direct contribution equals one hundred percent (100%) for the Bay Area HMO premium for the selected coverage level.

Employees who select a medical insurance plan other than a Bay Area HMO (i.e. a plan more expensive than a Bay Area HMO) will receive a Cafeteria Plan Benefit equal to the benefit received by employees who have selected the same coverage level in the highest cost Bay Area HMO.

If, during the term of this Agreement only, the District makes improvements to the pension or medical benefits of the non-represented employees, the members of this bargaining unit will receive the same improvements.

**(b) The Cafeteria Plan Extended Illness Benefit and Cash-out**

Any Full-time employee who is eligible but who elects not to participate in a PERS medical (must satisfy PERS eligibility to waive coverage) insurance program will receive a monthly Cafeteria Plan Benefit of two hundred dollars (\$200.00) that may be used only to purchase the Cafeteria Plan Extended Illness Benefit. The Extended Illness Benefit is a separate plan not part of the District's Paid Time Off program. The Extended Illness Benefit cannot be used unless and until an employee has exhausted all accrued Paid Time Off. The Extended Illness Benefit may only be used by an employee who is on an approved leave of absence pursuant to Family Medical Leave Act (FMLA), California's Family Right Act ("CFRA") or the Pregnancy Disability Act ("PDA") and who has used all accrued Paid Time Off. Extended Illness Benefit dollars will be converted to hours available under the Extended Illness Benefit and is determined by dividing the applicable straight time hourly rate, then in effect for the employee, into the dollar amount then available to the employee as the Extended Illness Benefit.

Extended Illness Benefit cannot be carried over to the next calendar year. All unused Extended Illness Benefit must be cashed out on the final pay date in the calendar year in which the benefit is earned. The payout will be subject to all applicable tax withholdings and to the standard payroll deductions previously authorized by the employee. The maximum annual gross amount due to the employee on the final pay date in December is twenty-four hundred dollars (\$2,400.00).

**Section 2. Medical Benefits, Part-time Employees**

Part-time employees shall be covered under the applicable sections of this Agreement unless otherwise provided or unless the context suggests otherwise. Part-time employees shall receive and accumulate fifty percent (50%) of the following fringe benefits: Paid Time Off (PTO), jury duty pay, holiday pay, health plan, dental and vision plans; part-time employees shall participate in the pension program of the District.

### **Section 3. Retiree Medical Reimbursement Trust**

The District will establish a retiree Medical Reimbursement Trust under the Internal Revenue Code, Section 115 for active employees to make tax exempt payroll contributions. Every employee must contribute fifty dollars (\$50) per month (approximately \$23.08 per pay period.) to the retiree Medical Reimbursement Trust. These funds can only be used upon retirement for the Internal Revenue Code deductible expenses (premium contributions and unreimbursed medical expenses including prescription or additional co-pays).

### **Section 4. Retiree Medical Review Committee**

The District will establish a Retiree Medical Review Committee with the purpose of reviewing the funding for the long term liability of post-employment retirement medical benefits. Consistent with the Board Resolution, the annual contribution by the District will increase by two hundred thousand dollars (\$200,000) each year until the long term liability is properly funded. The amortization period for the fund is thirty (30) years. The fund shall have an actuarial study done at least every two (2) years. There will be two (2) members appointed by each party who sit as members on the committee.

### **Section 5. Life Insurance**

All Full-time employees shall be covered by a fifty thousand dollars (\$50,000) group life plan. All Part-time employees shall be covered by a twenty-five thousand dollars (\$25,000) group life plan.

### **Section 6. Vision Benefits**

The District shall maintain the current vision plan with benefits equivalent to Vision Service Plan B, twenty dollar (\$20.00) deductible plan for Full-time employees. The District will continue to contribute one hundred percent (100%) of the premium for Full-time employees. The District shall contribute fifty percent (50%) of the premium for Part-time employees. The District reserves the right to change carriers provided, however, that any change in carriers shall not effect a reduction in the vision benefits.

### **Section 7. Dental Benefits**

The District shall maintain the current dental plan at the eighty percent (80%) level dental benefits (currently provided by Delta Dental) that waives the deductible for diagnostic and preventive services. The District will continue to contribute one hundred percent (100%) of the premium for full-time employees. The District shall contribute fifty percent ( 50%) of the premium for Part-time employees. The District shall maintain the present orthodontia coverage on a fifty percent (50%) co-payment basis with a lifetime maximum of one thousand five hundred dollars (\$1,500) per covered individual. The District reserves the right to change carriers provided, however, that any change in carriers shall not effect a reduction in dental benefits.

## **Section 8. Retirement Benefits – California Public Employees Retirement System**

### **(a) Retirement Formula**

Full-time and Part-time employees of the District shall continue as members of the District's current California Public Employees Retirement System (PERS) Contract to provide for 2% at 55 Supplemental or Modified Formula for Local Miscellaneous Members.

Full-time and Part-time employees hired after the District is able to establish a 2% at 60 retirement plan with the PERS retirement system, will participate only in the 2% at 60 retirement plan.

### **(b) Employer Paid Member Contributions**

The District shall continue to pay the employee's portion of the Employer Paid Member Contribution for both Full-time and Part-time employees.

As soon as the District is able to process the change with PERS, employees will pay two percent (2%) of the employee contribution to the PERS retirement system.

Effective July 1, 2012, employees will pay an additional two percent (2%) of the employee contribution to the PERS retirement system. Effective June 30, 2013, employees will pay an additional one percent (1%) of the employee contribution to the PERS retirement system. Effective June 26, 2016, employees will pay an additional one percent (1%) of the employee contribution to the PERS retirement system.

### **(c) Optional 2 Pre-Retirement Death Benefit**

The District shall provide the Pre-Retirement Option 2 Settlement Death Benefit in PERS.

## **Section 9. Domestic Partner**

### **(a) Definition of Domestic Partner**

A "Domestic Partner" is the partner of an employee sharing a long-term committed relationship of indefinite duration with the following characteristics:

- (i) The partners have lived together for at least six (6) months.
- (ii) The partners have an exclusive mutual commitment similar to that of marriage.
- (iii) The partners are financially responsible for each other's well-being and debts to third parties. This means they have entered into a contractual commitment for that financial responsibility or have joint ownership of significant assets (such as a home, car, bank accounts) and joint liability for debts (such as a mortgage and major credit cards).
- (iv) Neither partner is married to anyone else nor has another domestic partner.

- (v) Partners are not related by blood closer than would bar marriage in the State of California.

**(b) Eligibility for Benefits**

Employees may include a domestic partner in the District's medical, dental and vision plans and for such other benefits as explicitly authorized in this Agreement. To be eligible for any such benefits, the employee and his or her domestic partner must execute a Declaration of Domestic Partnership on a form provided by the District and such other forms and enrolling documents as the District or any plan may require.

**(c) Tax Consequences and Other Liability**

Including a domestic partner in such plan(s) is likely to require an increase in the employee's taxable income by imputing income to the employee. Employees may be held liable for any services provided to ineligible individuals and are responsible for reporting to the District in writing any termination of a domestic partnership. In addition, income to the employee will continue to be imputed to the employee for domestic partner coverage unless or until the employee notifies the District in writing that he or she wishes to terminate such coverage.

**ARTICLE 21. JURY DUTY**

Employees who have completed their probationary period who are called for Jury Duty or Grand Jury Duty and provide proof of appearance for such duty to the District, shall receive full pay therefore, provided they assign the amount received for Jury Duty or Grand Jury Duty to the District. An employee scheduled to work Saturday or Sunday who performs trial jury service on his or her regular day off, must submit a written request to receive two consecutive days off beginning the second workweek of jury service.

**ARTICLE 22. FAMILY TRANSPORTATION**

Employees who have completed their probationary period, their spouse or domestic partner (as defined elsewhere in this CBA) and dependent children under the age of eighteen (18), and individuals who terminated their employment pursuant to the retirement programs established by this Agreement, shall be provided with free transportation on all systems operated by the District provided the spouse, domestic partner or dependent resides, works, or goes to school in San Mateo County upon presentation of an identification card or other means of verification of eligible status as may be selected and issued by the District. In addition, economically dependent children, ages eighteen (18) through twenty-two (22), who need to ride District transportation systems to and/or from college, and who verify that need through a declaration or other means established by the District shall be provided with free transportation on all systems operated by the District upon presentation of an

identification card or other means of verification of eligible status as may be selected and issued by the District. The District shall require an annual verification of spouse, domestic partner and dependent children status and eligibility by each employee on a form to be provided by the District. For a spouse, domestic partner or dependent who does not reside, work or go to school in San Mateo County an employee may obtain from Human Resources a pass for each eligible dependent for a specified date. Because a transportation pass for a domestic partner will result in an increase in taxable income of the employee, the District will require annual confirmation that the employee desires that the District provide a transportation pass to his/her domestic partner. The value of the transportation pass will be imputed to the employee's income for the calendar year in which it was issued unless the transportation pass was returned to the District. The District may revoke the transportation privileges of any employee, spouse, domestic partner or dependent who breaches District rules concerning use of passes or is unruly or disruptive on District buses. This Article does not apply to paratransit services. Employees in Customer Service shall continue to receive free transportation on Caltrain as long as the District continues to participate in the Go-Pass program at Central.

## **ARTICLE 23. INSTRUCTION AND BILINGUAL PAY**

### **Instruction Pay**

An employee assigned to provide instruction to new hires during the formal training period will be paid two dollars (\$2) per hour in addition to the regular rate of pay for hours spent providing instruction.

### **Bilingual Pay**

Employees whose abilities have been determined by Samtrans as qualified to provide bilingual speaking or writing services to the public and who are assigned and actually perform bilingual duty shall be paid a premium of fifty cents (\$.50) 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:

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

## **ARTICLE 24. BULLETIN BOARDS**

The Union shall have locked, glass-enclosed bulletin boards provided by the District for the posting of notices, meetings and all other matters pertinent to the Union, with keys provided to the Union.

## **ARTICLE 25. WORK SCHEDULE SIGN-UP**

Amalgamated Transit Union represented employees in the Customer Service Department will bid their work schedules by classification seniority two (2) times per year. The Sign-ups to bid work schedules will be held in December and June and be effective the second Sunday in January of the following year and the second Sunday of July. The District shall determine the staffing levels and post the work schedule for the Sign-up for at least two (2) weeks prior to the date of the Sign-up. Normal work schedules, including days off and Holiday work schedules will be bid. If within the first thirty (30) days of the implementation of the schedule the District determines that the work schedule does not adequately address call volumes the District will meet and confer with the Union regarding minor work schedule adjustments to meet these call volume issues.

Scheduled time off for vacation will be bid at the December Sign-up.

The Union will conduct the Sign-up. The Sign-up will start at 9 a.m. on the Monday following the conclusion of the posting period and will proceed until completed that day. Employees will be allowed two (2) minutes to bid for a work schedule. Fifteen (15) minutes for the bidding of scheduled time off will be allowed at the December Sign-up. The Sign-up will be conducted so that it does not interfere with the employee's work time. Upon completion of the Sign-up, the Union will deliver a copy of the bid results to the District. The District will post the bidding results and those results will be final forty-eight (48) hours after the results are posted. Any errors discovered prior to the results becoming final must be resolved within the forty-eight (48) hour period. The original Sign-up results will be kept by the Union and one copy will be given to the District. Employees will not be paid for time spent in the Sign-up. Employees must be present or submit a proxy bid to the Union for the Sign-up. Proxy bids must be submitted to the Union by 9:00 a.m. on the Monday prior to the beginning of the Sign-up. Employees who fail to submit a proxy bid, who do not appear at the bid within the prescribed time or whose bid is not identifiable or usable shall have their schedule bid by the Union.

The Union will not bid for time off unless the employee submitted a legible and usable proxy and the dates and the times are available.

The District will provide the Union with the work schedules one (1) week in advance of the posting date. The Union will notify the District in writing of any errors in the schedule prior to the schedules being posted.



## **ARTICLE 26. VACATIONS AND FLOATING HOLIDAYS**

### **Selection of Vacations and Floating Holidays**

Selection of time off for vacations and floating holidays will be conducted the week after the December Work Schedule Sign-up. Employees will bid by District date of hire seniority. Employees shall bid for vacation and/or floating holidays by written proxy or e-mail to the Supervisor with a copy to the Union or in person. Employees on duty at the time of their bid will be released for up to ten (10) minutes to bid, Customer Service concerns permitting. The bid will be conducted at 9:00 a.m. on the Monday immediately following the December work schedule sign up by the Supervisor and Union representative.

#### **Section 1. Vacation:**

The District will determine the number of vacation bid slots for each classification for the year. Vacation slots are in weekly increments starting on Sunday and ending on Saturday. Full-time and Part-time employees will not be allowed to bid more vacation than they will have accrued at the time of the vacation. Bid vacations must be taken unless it is cancelled by the employee or the District as outlined below. Vacation slots that were not bid in December will be available for bid the week following the June work schedule sign up.

**(a) Employee cancellation:**

Employees must notify their Supervisor in writing not less than fourteen (14) days prior to the start of the bid vacation if they wish to cancel the vacation.

**(b) District Cancellation:**

If the Full-time or Part-time employee does not have sufficient Paid Time Off to take the vacation the vacation will be cancelled by the District and the employee must work their regular schedule.

**(c) Verification:**

If an employee has a question about whether or not they have sufficient Paid Time Off for their bid vacation, the employee may verify the amount of Paid Time Off accrual by submitting a Time Off Request to their supervisor no sooner than thirty (30) days or no later than twenty-one (21) days prior to the start of the bid vacation.

#### **Section 2. Floating Holiday:**

The District shall determine the number of floating holiday slots available for each classification for the year. All floating holidays will be bid or assigned in December. Once bid or assigned the days cannot be changed.

If as a result of the June schedule bid a previously bid floating holiday falls on the employee's day-off the employee may; 1) receive pay for the floating holiday or; 2) within two (2) weeks of the June schedule bid, reschedule the floating holiday to an

available scheduled workday within the same week the floating holiday was originally bid.

### **Section 3. Extra Help Time Off:**

Extra help employees will be allowed to bid up to eight (8) work days off work without pay for personal reasons. The bid time off must be taken in weekly increments. Employees must notify their Supervisor in writing not less than fourteen (14) days prior to the start of their bid time off if they wish to cancel their bid time off.

## **ARTICLE 27. GRIEVANCE PROCEDURE AND ARBITRATION**

### **Section 1. Definitions and Time Limit**

- (a) The purpose of this Article is to resolve grievances and resolve them where possible at the lowest possible step of the process. A grievance is defined as, and is strictly limited to, disputes which arise concerning the interpretation or application of the specific terms of this Agreement, including the discharge, suspension or demotion of employees. All grievances must be presented, in writing on a form to be furnished by the Union, to the District within ten (10) calendar days of the date of the alleged breach of this Agreement or from the date of discipline giving rise to the grievance. The discipline and/or discharge of new probationary employees is not subject to review under the provisions of this Article.
- (b) All grievances shall be submitted with a clear indication of the issues raised by the grievance, the affected employees, and the specific provisions of this Agreement which are alleged to have been violated and the remedy sought. Grievances shall be issued on behalf of the Union or a bargaining unit employee.

### **Section 2. Grievance Procedure**

- (a) Step One  
Step One written grievances shall first be presented to the Supervisor or Manager designated by the District. The District shall contact the Union to agree upon a time and place to meet and explore a resolution of the grievance.

Within ten (10) calendar days after receipt of any written grievance, representatives of the parties shall meet to explore resolution of the grievance. The representatives may, where they agree it would be productive, bring together persons with first-hand knowledge of the facts to see if factual differences can be resolved. Each party shall, upon request of the other, present for inspection records or other documents relevant and necessary to effective consideration of the grievance. Any resolution of the grievance to be effective shall be in writing and signed by representatives of each party. If the grievance cannot be resolved, the District's written rejection of the grievance, and the reason thereof, shall be presented to the Union with a courtesy copy to the employee within ten (10) calendar days after the date of the Step One meeting.

- (b) **Step Two**  
Within five (5) calendar days of the District's rejection of the grievance at Step One, the Union may, in writing, refer the grievance to the District's Director, Human Resources.

The Director, Human Resources, or designee, and a Union Officer shall, within ten (10) calendar days, meet to attempt to resolve the grievance. Any resolution of the grievance shall be in writing. If the grievance cannot be resolved, the District's written rejection of the grievance and the reason therefore, shall be issued to the Union with a courtesy copy to the employee within ten (10) calendar days after the date of the Step Two meeting. The reimbursement of wages for employees called as witnesses, where a loss of wages has been incurred by said employee shall be paid by the party wishing to present such witness.

- (c) **Step Three - Referral to Arbitration Proceedings**  
Whenever the Union has submitted a grievance which has been decided in a manner unsatisfactory to the Union and the Union desires to arbitrate the dispute, the Union shall submit the request in writing within five (5) calendar days after the next regular scheduled Union meeting following the unsatisfactory decision of the Director, Human Resources.

The District's Director, Human Resources, or designee, and the Union President, or designee, shall meet each month at a regularly-scheduled time to review the grievances which the Union desires to arbitrate. The parties shall discuss the merits of such grievances and strive to identify those grievances the parties mutually agree should be resolved through the Accelerated Arbitration Process.

Agreements to resolve grievances through the Accelerated Arbitration Process shall be in writing and shall include the issue(s) submitted, stipulations of fact, modifications of hearing procedures, if any, and the date of arbitration. Any grievance referred to Arbitration about which such agreement cannot be reached shall be referred to the Formal Arbitration process.

### **Section 3. Accelerated Arbitration Process**

- (a) The Accelerated Arbitration Panel shall consist of the Union President, or designee, the District Director, Human Resources, or designee, and John Kagel, neutral arbitrator. In the event of John Kagel's resignation or continued unavailability, the parties shall meet promptly to agree upon a successor. If the parties are unable to agree upon a successor, all disputes referred by the Union for arbitration shall be resolved through the Formal Arbitration Process until a successor is agreed upon.
- (b) The Accelerated Arbitration Panel shall meet each month at a regularly scheduled time following the Union's regular membership meeting, and on such

other days as may be scheduled by mutual agreement, to resolve cases which have been referred to Accelerated Arbitration.

- (c) The Accelerated Arbitration Panel shall hear whichever case(s) the parties mutually agree to schedule for that hearing date. In the event the parties begin but do not complete a case scheduled for a particular hearing date, such case shall be completed by the Arbitration Panel at the next regularly-scheduled Accelerated Arbitration hearing. Any case which cannot be initiated at the scheduled date shall be rescheduled by mutual agreement.
- (d) Hearings
  - (i) Each party shall have one and one-half (1-1/2) hours to present its case, including whatever time it wishes to reserve for rebuttal, unless otherwise modified by the parties in writing in advance of the hearing or as so modified by the neutral arbitrator. The presentation of evidence shall be made by submitting a statement of facts stipulated by the parties and/or the presentation of witnesses and documentary evidence. A court reporter shall transcribe the proceedings, but a transcript shall be prepared only upon the request of either party. After the parties have presented the evidence, each party shall have an opportunity for oral argument before the Accelerated Arbitration Panel for a period of not more than fifteen (15) minutes. No written briefs shall be submitted.
  - (ii) Following each case, the Accelerated Arbitration Panel shall meet in executive session. The neutral arbitrator shall moderate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree, the neutral arbitrator shall determine the award.
  - (iii) The neutral arbitrator shall announce the award orally to the parties, including the Grievant. The award shall be documented at the hearing but shall not include a written opinion. A court reporter shall transcribe the proceedings, but a transcript shall be prepared only upon the request of either party.
  - (iv) The award shall be final and binding on both parties, but shall not be used as a precedent in any other case. The fee and expenses of the neutral arbitrator and court reporter shall be shared equally by the parties. The party wishing to present an employee as a witness shall pay the employee for any loss of wages incurred. Witnesses shall be scheduled so as to minimize disruption of District service and/or Union business.

#### **Section 4. Formal Arbitration Process**

- (a) The Formal Arbitration Board shall consist of three (3) persons, one appointed by the Union and one appointed by the District. Such appointments shall be made, and each party shall notify the other of their respective appointment, within ten

(10) calendar days from the date the matter was submitted for arbitration. The two (2) so appointed shall endeavor to select the third member. In the event the persons appointed cannot agree on the third member within ten (10) calendar days of the last appointment, one shall be selected by the alternate striking of names, with the representative of the party requesting arbitration striking first, from the following list of names:

John Kagel, Andrea Knapp, Luella Nelson, Barry Winograd,  
Margaret Brogan, Morris E. Davis, Nancy Hutt

- (b) The issue to be submitted to the Formal Arbitration Board shall be limited to the grievance as submitted in writing and in response to the District thereto, and, unless otherwise agreed in writing, the jurisdiction of the Board shall be limited to the determination of said issue. The Formal Arbitration Board shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of this Agreement.
- (c) The Formal Arbitration Board shall meet in the County of San Mateo within ten (10) calendar days after the selection of the third member, or as soon thereafter as possible.
- (d) The Formal Arbitration Board shall, or either party, may call any employee as a witness, and such employee, if on duty, shall be released from duty for the purpose of such appearance.
- (e) The rulings of the Formal Arbitration Board with respect to the procedure and all objections to the exclusion or inclusion of evidence shall be binding on the parties.
- (f) Each party shall bear the expenses and fees of the member appointed by it and its own expenses involved in the matter. All other expenses incurred by the Formal Arbitration Board, including the making of a record, if the Formal Arbitration Board deems necessary, shall be borne equally by the parties. The reimbursement of wages for employees called as witnesses, where a loss of wages has been incurred by said employee, shall be paid by the party calling such witness.
- (g) The Formal Arbitration Board's decision, and opinion, if any, shall be in writing and shall be submitted within ten (10) calendar days from the conclusion of the hearing unless such time is extended by a majority of the Formal Arbitration Board. The decision of the majority of the Formal Arbitration Board shall be final and binding on the parties.

#### **Section 5. Time Limits Waiver**

The time limits set forth in this Article may be waived by the mutual consent of the District and the Union. Failure by the Union to appeal a grievance within the prescribed

time limit (or such other limits as may be mutually agreed) shall cause the forfeiture of that Union's position and there will be no rights to further appeal. Failure by the District to respond to a grievance within the prescribed time limits (or such other limits as may be mutually agreed) shall cause forfeiture of the District's position and shall result in the implementation of the relief sought therein.

## **ARTICLE 28. ACCIDENT REPORTS**

Any employee who is involved in an accident while operating District equipment shall notify a Supervisor on duty of the incident immediately following the occurrence. Accident reports shall be made on forms furnished by the District and shall be accurately completed and submitted in a time and manner prescribed by the District. Any employee who is directed by the District to appear in court on its behalf, to attend depositions, or to consult with the District's legal counsel shall suffer no loss of pay for such time expended and shall be paid at his or her applicable rate of pay for such time if outside of the employee's normal work hours.

## **ARTICLE 29. ATTENDANCE CONTROL**

### **Section 1. Attendance Standards**

- (a) Tardies
  - (i) Definition - A Tardy will be charged if:
    - (1) An employee fails to clock in to District designated equipment report in person to their Supervisor within five (5) minutes of the assigned start time or the employee does not return from a break or lunch on time.
- (b) Failure to call in/report
  - An employee must call in to their Supervisor, Lead CSR1 or leave a voicemail message on their Supervisor's line to report their unavailability for work at least sixty (60) minutes prior to the starting time of their shift. Failure to report their unavailability to work within the sixty (60) minutes are subject to Attendance discipline.
- (c) Excuses
  - (1) Employees are expected to leave for work sufficiently in advance of the scheduled start time to allow for unforeseen mishaps or delays. Employees are expected to have reliable means of transportation to work. Examples of mishaps which shall not form the basis for an excused Tardy include power failures, time changes, flat tires, dead batteries, and mechanical failure discovered by the employee when he/she leaves for work on the day in question or normal traffic delays. If an employee takes

public transportation and takes at least the second schedule back to get to work on time, the Tardy will be excused where the public system was responsible for the tardy situation.

- (2) If the employee through no fault of their own cannot work, cannot arrive at work on time and cannot report their absence in advance a Tardy may be excused.
- (3) The employee requesting the excused Tardy bears the burden of documenting all material facts constituting the claimed excuse. Such documentation must be submitted to the District as soon as it is available but in no case later than seven (7) days from the day of the Tardy.

(d) Progressive Penalty Provisions

- (1) For each Tardy, the employee shall lose the time in the day's schedule that was not worked. The employee shall be paid only for time actually worked.
- (2) A progressive system of penalties will be levied for repeated Tardies. Employees who incur five (5) Tardies in a rolling four-month period or twelve (12) Tardies in a one-year rolling period are subject to discharge. A warning will be issued for the third Tardy in a four-month period and the employee will be discharged for the fifth Tardy in a four-month period. A warning will be issued for the tenth Tardy in a one-year rolling period. A suspension will be issued for the eleventh Tardy in a one-year rolling period. An employee will be discharged for the twelfth Tardy in a one-year rolling period.
- (3) The District shall have ten (10) days to issue discipline or an Intent to Discharge.
- (4) Suspensions may, at the District's option, be either imposed as days without pay, or recorded as a Notice-of-Suspension. Suspensions without pay and Notices-of-Suspension shall carry equal weight for purposes of progressive discipline.

(e) Overall Attendance (occurrences of absence)

- (1) Employees whose overall attendance is irregular, whose occurrences of absence frequently are in conjunction with days off, whose attendance demonstrates continuing patterns of undependability are subject to progressive discipline up to and including discharge. An occurrence is defined as any absence [including absences due to illness or injury] that is not approved in advance by the District, not protected by state or federal law or is not otherwise specifically authorized by this Agreement.

Disciplinary events are written warning at seven (7) occurrences, 3-day suspension and final warning of discharge at nine (9) occurrences and discharge at ten (10) occurrences. Absences protected by federal or state law will not count as occurrences.

- (2) The attendance review period will not exceed three (3) years from the date of the issuance of discipline.

(f) Notice to Union and Employee

Copies of all Tardy and Time Off forms will be provided to both the employee and the Union.

## **ARTICLE 30. WAGES**

### **Section 1. Wage Rates**

#### First Year Wages:

Upon ratification by ATU Local 1574 and the District's Board of Directors, the top wage rates shall be increased by three percent (3%).

#### Second Year Wages:

Effective June 24, 2018 the top wage rates will be increased by two percent (2%). If the District's San Mateo County Sales Tax revenues increases for the calendar year ending on December 31, 2017 (compared to the year ending on December 31, 2016), bargaining unit employees will receive an additional one percent (1%) increase so that the maximum wage increase in the second year is three percent (3%).

#### Third Year Wages:

Effective June 23, 2019 the top wage rates will be increased by two percent (2%). If the District's San Mateo County Sales Tax revenues increases for the calendar year ending on December 31, 2018 (compared to the year ending on December 31, 2017), bargaining unit employees will receive an additional one percent (1%) increase so that the maximum wage increase in the third year is three percent (3%).

If a condition is not satisfied in either the second or third year of the Agreement and the administrative employee group receives an across- the- board increase that is greater than the wage increase received by the bargaining units in either year 2 or 3 of the Agreement, the bargaining units will receive the same increase.

The top wage rates for each classification shall be as follows:

	9/3/17	6/24/18	6/23/19
Customer Service Representative 2 (CSR2)	\$33.50	\$34.17	\$34.85
Customer Service Representative 1 (CSR1)	\$30.64	\$31.26	\$31.88
Receptionist	\$30.64	\$31.26	\$31.88



## **Section 2. Tenure Steps**

Upon ratification new employees will move through the tenure steps as provided below:

First six months following completion of training	75%
Second six months (7th -12th month)	80%
Next twelve months (13th – 24th month)	85%
Next twelve months (25th – 36th month)	90%
Next twelve months (37th – 48th month)	95%
49th month and beyond	100%

Any CSR1 who promotes to CSR2 will move into the step progression for CSR2 to the next step higher based on their rate of pay as a CSR1 prior to the promotion.

## **Section 3. Lead Customer Service Representative 1 (CSR1)**

Employee(s) designated as Lead CSR1(s) shall be paid a differential of five percent (5%) for all hours assigned and actually worked in a Lead capacity.

## **ARTICLE 31. GENERAL PROVISIONS**

### **Section 1. Severability**

To the extent that any terms or provisions of this Agreement are in conflict or are incompatible with regulations or laws currently in effect or enacted during the term of this Agreement, they shall be severed from the Agreement but all other terms and conditions of this Agreement shall remain in full force and effect.

### **Section 2. Integration**

This contract contains all of the agreements, stipulations, and provisions agreed upon by the parties hereto. This Agreement may be amended or supplemented only by a written agreement signed by authorized representatives of both parties. No other writing and no oral communication of any kind shall have the effect of amending or supplementing this Agreement in any way.

### **Section 3. Assignability**

This Agreement shall be binding upon the successors and assigns of the parties hereto.


**ARTICLE 32. DURATION OF AGREEMENT**

The effective date of the Agreement is from September 6, 2017 through June 30, 2020 and shall be automatically renewed from year to year thereafter, unless either party serves upon the other ninety (90) days prior written notice of a desire to modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 6<sup>th</sup> day of September, 2017.

FOR THE SAN MATEO COUNTY  
TRANSIT DISTRICT

FOR THE AMALGAMATED TRANSIT  
UNION LOCAL 1574, AFL-CIO-CLC



William Carson  
Director, Human Resources



Gilberto Basaldua  
Manager, Employee Relations



Rona Rios  
Manager, Customer Service



Siddiqu Shaikh  
President/Business Agent



Jesus Madrid  
Vice-President



Allen Elmore  
Secretary/Treasurer



Harish Dullabh  
Executive Board (Customer Service)