

**AGREEMENT
BETWEEN**



**AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL
EMPLOYEES LOCAL 1101
AFL-CIO**

And



SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

April 4, 2025

THROUGH

April 3, 2029

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – NON-DISCRIMINATION	1
ARTICLE 3 – MEMBERSHIP RIGHTS	1
Section 3.1 Joint Union and Management Cooperation Clause	1
Section 3.2 Payroll Deductions	2
Section 3.3 Public Employees Organized to Promote Legislative Equality (PEOPLE) .	2
Section 3.4 Transaction of Union Business.....	2
ARTICLE 4 – MANAGEMENT RIGHTS	2
ARTICLE 5 – UNION RIGHTS	2
Section 5.1 Official Representatives	2
Section 5.2 Executive Board and Stewards.....	3
Section 5.3 President and Vice-President.....	4
Section 5.4 Negotiating Committee	4
ARTICLE 6 – UNION NOTICES AND ACTIVITIES	4
Section 6.1 Advance Notice	4
Section 6.2 Bulletin Boards.....	5
Section 6.3 Distribution.....	5
Section 6.4 Visits by Union Representatives	5
Section 6.5 Use of Facilities.....	5
Section 6.6 Employee Lists	5
Section 6.7 Personnel Records	5
Section 6.8 Classification Specifications	6
Section 6.9 Turnover List.....	6
Section 6.10 Seniority Lists.....	6
Section 6.11 New Employees.....	6
Section 6.12 AFSCME Orientation of New Members	6
ARTICLE 7 – CONFLICT OF INTEREST	7
ARTICLE 8 – PROBATIONARY PERIOD	7
Section 8.1 New Employees.....	7
Section 8.2 Subsequent Probationary Periods	7
ARTICLE 9 – PAY PRACTICES	8
Section 9.1 Salaries	8
Section 9.2 Basic Pay Plan.....	8
Section 9.3 Salary Review.....	10

ARTICLE 10 – HOURS OF WORK, OVERTIME, PREMIUM PAY	10
Section 10.1 Overtime Work.....	10
Section 10.2 Bilingual Pay	10
Section 10.3 On-Call Pay	11
ARTICLE 11 – LEAVES.....	11
Section 11.1 STO.....	11
Section 11.2 Sick Leave	12
Section 11.3 Administrative Time Off	13
Section 11.4 Legal Holidays.....	14
Section 11.5 Approved Leave	15
Section 11.6 Bereavement Leave	16
ARTICLE 12 – BENEFITS PROGRAMS.....	17
Section 12.1 Health Benefits	17
Section 12.2 Vision, Dental, and Life Insurance Coverage	18
Section 12.3 Benefits Coverage	19
Section 12.4 Workers’ Compensation.....	19
Section 12.5 Wage Replacement Benefits and the Integration of Pay	20
Section 12.6 Safety Shoes	21
Section 12.7 Uniform Allowance	21
Section 12.8 Driver’s License Fee Reimbursement	21
Section 12.9 Tuition Reimbursement and Professional Development Program	22
Section 12.10 Free Transportation	22
Section 12.11 Wellness Program.....	22
ARTICLE 13 – RETIREMENT PROGRAMS	23
Section 13.1 California Public Employees’ Retirement System (PERS).....	23
Section 13.2 401 (a) Money Purchase Plan.....	23
Section 13.3 Retirement Program Meetings.....	23
Section 13.4 Deferred Compensation Plan.....	23
ARTICLE 14 – PROFESSIONAL DEVELOPMENT COMMITTEE.....	24
ARTICLE 15 – LABOR MANAGEMENT COMMITTEE.....	24
Section 15.1 Labor Management Committee	24
Section 15.2 Entry Level Position Discussion	25
ARTICLE 16 – TEMPORARY UPGRADE PAY (TUP) AND ALTERNATE WORK WEEK..25	
Section 16.1 Temporary Upgrade Pay (TUP)	25
Section 16.2 Alternate Work Week.....	25
ARTICLE 17– TRANSFERS, PROMOTIONS, and DEMOTIONS.....	26
ARTICLE 18 – FIELD/OCC SUPERVISOR SHIFT BIDDING (SIGN-UP)	26
ARTICLE 19 – LAYOFF	26

Section 19.1	Vacancy and Staffing Committee.....	26
Section 19.2	Seniority Defined.....	26
Section 19.3	Order of Layoff.....	27
Section 19.4	Specific Skills.....	27
Section 19.5	Changes to Classes	27
Section 19.6	Notice of Layoff.....	27
Section 19.7	Reassignment in Lieu of Layoff.....	27
Section 19.8	Layoff.....	27
Section 19.9	Reemployment List	28
Section 19.10	Temporary Work for Laid-Off Workers.....	28
Section 19.11	Names Dropped from Reemployment List.....	28
Section 19.12	Rights Restored	28
ARTICLE 20 – DISCIPLINE AND DISCHARGE.....		28
ARTICLE 21 – GRIEVANCE PROCEDURE		30
Section 21.1	Grievance Defined.....	30
Section 21.2	Just Cause	30
Section 21.3	Matters Excluded From Consideration Under the Grievance Procedure ..	30
Section 21.4	Grievance Presentation.....	30
Section 21.5	Selection of Arbitrator.....	31
Section 21.6	Arbitrator’s Decision	31
Section 21.7	Procedure.....	31
Section 21.8	Continuous Dispute Resolution.....	32
ARTICLE 22 – STRIKES AND LOCKOUTS		32
ARTICLE 23 – TERM OF AGREEMENT.....		33
Section 23.1	Printing of Agreement	33
APPENDIX A – CLASSIFICATIONS LISTING		34
APPENDIX B – SALARY TABLES FOR 2025		35
APPENDIX C – SALARY TABLES FOR 2025-2028.....		37
APPENDIX D – SAFETY SHOES ELIGIBLE CLASSIFICATIONS		41
APPENDIX E – RAIN GEAR ELIGIBLE CLASSIFICATIONS.....		42
MEMORANDUM OF AGREEMENT – WORKSTREAM COMMITTEE PAY		43
SIDELETTER – RETIREMENT HEALTH SAVINGS ACCOUNT		45
MEMORANDUM OF AGREEMENT – FLOATING HOLIDAYS		46

PREAMBLE

This is a Memorandum of Agreement (Agreement) between the Santa Clara Valley Transportation Authority (VTA) and the VTA Chapter of the American Federation of State, County and Municipal Employees, Local 1101, AFL-CIO, (AFSCME). VTA and AFSCME acknowledge that this Agreement complies with the California Court of Appeals decision in VTA v. Rea (American Federation of State, County and Municipal Employees) 140 Cal.App.4th 1303 (2006).

This Agreement is the result of both parties meeting and discussing in good faith.

ARTICLE 1 - RECOGNITION

Pursuant to a representation election held on March 30, 2004, by the California State Conciliation and Mediation Services, VTA recognizes American Federation of State, County, and Municipal Employees (AFSCME) as the exclusive bargaining representative for all classified and unclassified employees in classifications within the Supervisory-Administrative bargaining unit.

For the purposes of this Agreement, an “employee” shall be defined as a person employed in a classification in the bargaining unit covered by this Agreement. The classifications covered by this Agreement are listed in Appendix A.

Those employees designated as FLSA exempt are considered management employees and are expected to perform the duties and responsibilities required to accomplish their jobs. Those employees designated as non FLSA exempt shall receive compensation for overtime in accordance with State and Federal Law except as may be provided for elsewhere in this agreement.

ARTICLE 2 - NON-DISCRIMINATION

VTA and AFSCME agree that the provisions of this Agreement shall be applied equally to all employees without discrimination due to age, ancestry, sex, marital status, religion, race, color, creed, national origin, sexual orientation, mental or physical disability, disabled veteran/Vietnam era veteran status, genetic information, gender identity, political beliefs, organizational affiliation or union affiliation.

ARTICLE 3 - MEMBERSHIP RIGHTS

Section 3.1 – Joint Union and Management Cooperation Clause

The Union recognizes its obligation to cooperate with VTA to assure service of the highest quality and efficiency to the citizens and community of Santa Clara County, constant with its obligations to the workers it represents. VTA and the Union affirm the principle that harmonious labor-management relations are to be practiced, adhered to and promoted at all times to maintain this harmony.

Section 3.2 - Payroll Deductions

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

Section 3.3 - Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E)

VTA agrees to allow voluntary payroll deductions according to the terms and conditions of the authorization to deduct P.E.O.P.L.E contributions.

Section 3.4 - Transaction of Union Business

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

ARTICLE 4 - MANAGEMENT RIGHTS

All matters pertaining to the management of operations, such as the type and kind of service rendered to the public, the equipment used, workload, the administration of discipline and efficiency, the standards for hire, promotion and transfer of employees, and their discharge or discipline for cause, are within the discretion of VTA, subject to such limitations that are set forth elsewhere in this Agreement.

VTA rules and procedures, as may be amended from time to time, are necessary for efficient operations, and infraction of these rules shall constitute cause for progressive discipline up to and including discharge. Depending on the facts and circumstances involved in each situation, VTA may choose to begin disciplinary action at any step up to and including termination. No rules or procedures promulgated or enforced by VTA shall be valid if they violate any provisions set forth in this Agreement.

ARTICLE 5 - UNION RIGHTS

Section 5.1 - Official Representatives

a) Notification of Official Representatives

AFSCME agrees to notify VTA of their Official Representatives and changes in such Representatives. They may also designate alternates to such Official Representatives for purposes of specific meetings by advance notice to the appropriate level of management. Notice to VTA shall be issued within five (5) work days from selection.

b) Meetings with Management

VTA agrees to provide release time for Official Representatives or their designated alternates for attendance at mutually agreed upon meetings. Each Division shall notify AFSCME of the person(s) to be contacted for approval of release time. AFSCME agrees to notify VTA at least 24 hours in advance of the request for release time and the names of the Official Representative(s) to be released. VTA agrees to arrange for release time with the appropriate supervisor(s). Release time arrangements shall include a reasonable amount of travel time.

For purposes of VTA-wide meetings with Management, requests for release time shall be made through Employee Relations (ER).

c) Number for Release

The parties agree that no more than three AFSCME Official Representatives shall be recognized for the purpose of release time at any single meeting.

Section 5.2 – Executive Board and Stewards

a) Notification of Executive Board Officers and Stewards

AFSCME agrees to notify VTA with the names of their Executive Board Officers and Stewards. The Executive Board (including the AFSCME President, Vice President, and Secretary, etc.) shall not exceed ten (10) in number. Stewards shall not exceed a total of 8. AFSCME shall provide periodic (bi-annual) listings of employees identified as Executive Board Officers and Stewards. VTA will notify AFSCME of the appropriate department management representatives the Executive Board Officer or Steward may contact in carrying out their duties as a Steward. For the purposes of this section Executive Board Officers and Stewards will be referred to as Stewards.

b) Grievance/Discipline Related Release Time

VTA agrees to provide release time for:

- 1) A meeting with an employee at the worksite of either the Steward or the employee concerning a grievance or appeal;
- 2) A meeting with VTA.

c) Grievance/Discipline Related Employee Release

If an employee has a grievance and wishes to discuss it on VTA time with a designated Steward, he/she shall be allowed the opportunity within a reasonable amount of time to verify if his/her designated Steward is present and available to be seen. If the Steward is present and available, the employee shall obtain approval from his/her immediate supervisor prior to leaving his/her work station.

d) Grievance/Discipline Investigation

A reasonable amount of time will be granted the employee and Steward to handle the initial investigation of the grievance. The parties agree that in handling grievances, the employee and Steward will use only the amount of time necessary to handle the grievance. Upon request, the employee shall be provided one copy of his/her personnel file to assist in preparing for a disciplinary hearing.

e) Steward Council Meetings

AFSCME agrees that VTA will be notified of Steward council meetings at least one week in advance. VTA shall not unreasonably deny time off requests by Stewards to attend monthly Steward council meetings.

f) Meetings with Management

AFSCME agrees that meetings with VTA will be arranged in advance, with notification to the appropriate level of Management, of the Stewards, and employees planning to attend. VTA agrees to arrange for release time with the appropriate level of supervision.

Section 5.3 - President and Vice-President

- a) AFSCME may designate one President and one Vice-President.
- b) The President, Vice-President, or their designee, shall be entitled to release time to replace a Steward when the Steward is not available or to accompany a new Steward for training purposes.
- c) VTA agrees to provide release time for attendance at Board of Directors meetings and/or Board committees only to the President, Vice-President, or in their absence, their designee.
- d) The President, Vice-President, or in their absence, their designee, shall be entitled to attend arbitration and disciplinary hearings, upon request.

Section 5.4 - Negotiating Committee

There shall be no more than six (6) official Representatives on the AFSCME negotiating committee and VTA agrees to release them upon request. The six (6) official Representatives does not include the AFSCME Business Agent, who may also attend the negotiations.

- a) Those negotiators who are on their own time during the meetings will not be paid.
- b) Resource people for the negotiations shall be allowed to use leave without pay or vacation to attend scheduled negotiation meetings to provide information to the Negotiation Committee on specific items on an as needed basis by the Negotiation Committee. VTA shall facilitate arranging time off for resource people attending negotiations.

ARTICLE 6 - UNION NOTICES AND ACTIVITIES

Section 6.1 - Advance Notice

Whenever VTA changes personnel policies and procedures, AFSCME, absent an emergency, will be given written notice at least fifteen (15) calendar days before the effective date of the change. This notice is provided in order that AFSCME may discuss the changes with VTA before they become effective. If AFSCME does not respond within the fifteen (15) calendar day period, the opportunity to discuss these changes will be waived by AFSCME. If AFSCME responds within the fifteen (15) calendar day period that they wish to meet and discuss the change, the meeting shall be held within ten (10) calendar days of the request, unless the parties mutually agree, in writing, to extend the deadline.

Policies or procedures that affect terms and conditions of employment are subject to meet and negotiate.

Section 6.2 - Bulletin Boards

AFSCME shall be provided use of adequate and accessible space on bulletin boards for communications.

Section 6.3 - Distribution

AFSCME may distribute material to employees through normal channels.

Section 6.4 - Visits by Union Representatives

Any Representative of AFSCME shall give advance notice to a department head or their designated representative when entering departmental facilities. The Representative shall be allowed reasonable contact with employees on VTA facilities provided such contact does not interfere with the employee's work. Solicitation for membership or other internal employee organization business shall not be conducted during work time. Pre-arrangement for routine contact may be made on an annual basis, through the Employee Relations Department.

Section 6.5 - Use of Facilities

VTA's buildings and facilities shall be made available for use by AFSCME or their Representatives in accordance with administrative procedures governing such use.

Effective July 1, 2019 and moving forward the District will provide AFSCME an office or a cubicle (one or the other based upon availability at VTA's discretion) for use by AFSCME.

Section 6.6 - Employee Lists

VTA shall provide at no charge to AFSCME a monthly electronic list of all bargaining unit employee names and their employee status, date of hire, rate of pay, address on record, personal e-mail address if on file with the employer, worksite location, and job classification. New hires and promotional employees' information shall be forwarded to AFSCME within 30 calendar days of hire/promotion or by the first pay period of the month following hire/promotion. AFSCME agrees that such information will be treated in a confidential manner.

Section 6.7 - Personnel Records

Employees shall have the right to review their personnel file directly and/or to or authorize review by their Union Representative. All requests to examine personnel records must be made to VTA Human Resources Department to schedule an appointment to review their personnel file.

No adverse material will be inserted into the employees personnel file without prior written notice to the employee. Employees may have documents placed in their personnel files in response to adverse material inserted therein and correspondence related to their job performance.

Materials relating to disciplinary actions recommended but not taken, or disciplinary actions overturned, shall not be retained in an employee's personnel file.

All adverse material shall be removed from the employee's personnel file at the end of two (2) years upon written request by the employee, except adverse material involving charges relating to fighting, serious misconduct, retaliation, discrimination, harassment, or criminal acts and provided no additional material has been issued during the intervening period.

Materials relating to suspension which become final will be removed after five (5) years, upon request by the employee, if no other suspensions have occurred during the five (5) year period except those involving charges relating to fighting, serious misconduct, retaliation, discrimination or harassment, or criminal acts.

Section 6.8 - Classification Specifications

- A. VTA will provide AFSCME with copies of all newly created AFSCME and Non-Represented job classifications or substantially revised job classifications prior to posting to fill a vacant position in the classification. If the classification is not designated by VTA as an AFSCME represented classification and AFSCME believes that the classification should be AFSCME represented, it shall notify VTA in writing within fifteen (15) calendar days after the Union's receipt of the classification description.

- B. If VTA creates a new AFSCME represented job classification or substantially revises an existing AFSCME job classification, VTA shall forward such new classification and wage scale to the Union. AFSCME shall have fifteen (15) calendar days to request bargaining on the wage scale. The meeting shall be held within ten (10) calendar days of the request, unless the parties mutually agree, in writing, to extend the deadline. In any event, VTA shall not be precluded from implementing the new classification or change.

Section 6.9 - Turnover List

Each month, VTA shall forward to the AFSCME Union Office the names of all persons in positions covered by this Agreement who enter or leave VTA employment (termination, retirement, separation, etc.) or change classification. Such lists shall include the designated organizational unit to which persons are assigned, and the effective date of the change.

Section 6.10 - Seniority Lists

VTA shall provide at no charge to AFSCME or their designated representative, a seniority list of classifications. The list will be provided no more than twice annually (January and July).

Section 6.11 - New Employees

VTA shall inform new employees at the time of their employment in a classification covered by this Agreement of the existence of this Agreement. VTA shall refer newly hired or promoted AFSCME employees to AFSCME. The Union shall be provided with a copy of the offer letter within ten (10) calendar days after an employee has signed said letter. The offer letter shall include the salary, the step level, and the employee's start date.

Section 6.12 – AFSCME Orientation of New Members

A Union Officer and/or designee may meet with new AFSCME employees to introduce them to the Union and the AFSCME/VTA collective bargaining agreement. This meeting shall take place during the new employees' benefits orientation that is typically held on the employees' first day of work. There shall be one meeting for all new AFSCME employees per orientation. The meeting shall not last more than one hour in duration (which currently begins at 9:00 am) and shall be considered paid time for both new employees and the Union Officer and/or designee. For current employees who become new AFSCME members and are not required to attend the benefits orientation, a Union Officer and/or designee at the employees' respective work location may meet with the employees for no more than one hour. Such time shall be considered paid time for both the current employees and the Union Officer and/or designee. If a Union Representative is not

available at the employees' same work location, AFSCME will designate a time to meet and inform Operations Administration of the meeting time and the AFSCME Officer who will be attending the meeting.

ARTICLE 7 – CONFLICT OF INTEREST

Employees are to abide by all applicable Federal, State, and Local Statutes or Agreement requirements regarding conflict of interest in outside employment. Employees intending to engage in outside employment shall file an advance statement of such intent for the approval of the appointing authority.

ARTICLE 8 - PROBATIONARY PERIOD

Section 8.1 - New Employees

Original probationary periods for employees shall be nine calendar months, moved to the beginning date of the next pay period; A probationary period may be extended an equivalent number of days to allow the employee to complete the full probationary period if an employee is absent from work during the original probation. If the probation is going to be extended due to absences the employer shall notice the employee in writing of the new/adjusted probation end date.

The supervisor shall use the Probationary Performance Discussion Form to document performance discussions with newly hired employees. Formal discussions shall take place on at least two (2) occasions spread throughout the probationary period. The first shall be completed prior to the completion of the fourth month of the probationary period and the second shall be completed after the fourth month and prior to the completion of the eighth month. Nothing shall preclude the completion of more than two evaluations. Two evaluations are not required if the employee is terminated prior to the end of probation. Both the supervisor and employee will sign and date the Probationary Performance Discussion Form upon completion and discussion.

The original signed Probationary Performance Discussion Form shall be forwarded to Employee Services and placed in the employee's personnel file. A copy shall be given to the employee.

AFSCME must be notified in writing at the time of the probationary extension.

Employees who are terminated during an original probation shall receive five working days' notice of termination or five days' pay in lieu of notice. VTA shall provide the Union a copy of the notice, at the same time as the AFSCME represented employee.

Section 8.2 – Subsequent Probationary Periods

Subsequent probationary periods for employees shall be six calendar months, moved to the beginning date of the next pay period. A subsequent probationary period may be extended an equivalent number of days to allow the employee to complete the full probationary period if an employee is absent from work during the subsequent probation.

If the probation is going to be extended due to absences the employer shall notice the employee in writing of the new/adjusted probation end date.

The supervisor shall use the Probationary Performance Discussion form to document performance discussions with promoted/transferred employees. Formal discussions shall take place on at least two (2) occasions prior to the completion of the fourth and sixth month of the probationary period. Both the supervisor and employee will sign and date the Probationary Performance Discussion Form upon completion and discussion.

The original signed Probationary Performance Discussion Form shall be forwarded to Employee Services and placed in the employee's personnel file. A copy shall be given to the employee.

At the time of the last discussion, the supervisor shall inform the employee in writing whether probation is to be completed or if the employee is to be returned to former classification.

Failure to complete a timely Performance Discussion Form by VTA, shall not preclude the employee from moving into regular employee status upon completing their probationary period.

ARTICLE 9 - PAY PRACTICES

Section 9.1 - Salaries

Effective April 14, 2025, and upon ratification by the Union and the Board of Directors, AFSCME represented employees shall receive a 4% general wage increase.

Effective the first full pay period in April 2026, AFSCME represented employees shall receive a 3.5% general wage increase.

Effective the first full pay period in April 2027, AFSCME represented employees shall receive a 3% general wage increase.

Effective the first full pay period in April 2028, AFSCME represented employees shall receive a 4% general wage increase.

Section 9.2 - Basic Pay Plan

The Basic Pay Plan shall consist of the step progressions and the assignment of classes to such progressions as provided in the appendices B and C. Each employee shall be paid within the progression for his/her class according to the following provisions. An employee's salary shall not exceed the top of the step progression.

Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

a) **Step One**

The first step in each progression is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person with unusual qualifications is engaged, the Human Resources Director may approve appointment at the second or third step, and with the approval of the Chief Administrative Officer, appointment at the fourth or fifth step.

- b) Step Two
The second step shall be paid after the accumulation of 6 months of competent service at the first step.
- c) Step Three
The third step shall be paid after the accumulation of 12 months of competent service at the second step.
- d) Step Four
The fourth step shall be paid after the accumulation of 12 months of competent service at the third step.
- e) Step Five
The fifth step shall be paid after the accumulation of 12 months of competent service at the fourth step.
- f) Promotional Increases
Upon promotion, a worker's salary shall be adjusted as follows:
 - 1) For a promotion of less than 10%, the salary shall be adjusted to the step in the new range which provides for a corresponding percentage increase in salary.
 - 2) For a promotion of 10% or more, the salary shall be adjusted to the step in the new range which provides for 10% increase in salary, or to the first step in the new range, whichever is greater.
 - 3) Upon promotion/reclassification the employee's salary anniversary date shall be adjusted to the date of such action. Future salary increases shall be computed from the date of promotion/reclassification to a different class.
- g) Salary Upon Demotion/ Downward Reclassification
 - 1) Should an employee fail to pass probation for a higher classification, and be returned to his/her former classification, the employee's salary shall revert to what it was prior to the promotion.
 - 2) If an employee is demoted/downward reclassified after completing the probation period for the class from which he/she is being demoted, the employee's salary shall be adjusted to the highest step in the new class that does not exceed the salary in the former class.
 - 3) Future salary increases shall be computed from the date of demotion/downward reclassification.
- i) Salary Compaction Prevention Clause
 - 1) A 5% difference in pay shall be maintained between the top steps of AFSCME classifications and their direct reports.

- 2) If a new hire or internal promotion results in an AFSCME supervisor or manager earning less than 5% above their direct report, the supervisor or manager's salary shall be adjusted to the next step that is at least 5% higher than their direct report.
- 3) The above-referenced adjustments shall be based only upon the base salary ranges, and premium pay shall not be used to determine compaction.
- 4) This provision applies to all AFSCME classifications within the bargaining unit.

Section 9.3 - Salary Review

VTA shall conduct a salary review of thirteen (13) AFSCME benchmark classes. AFSCME and VTA shall meet to determine the benchmark classifications to be studied and to identify the transit and public agencies to be surveyed. VTA shall then conduct a salary review of the agreed to benchmark classes with the written reports posted to AFSCME no later than ninety (90) calendar days prior to the expiration of the Agreement.

ARTICLE 10 – HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 10.1 – Overtime Work

For FLSA non-exempt classifications, overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. The overtime rate shall be paid for work in excess of eight hours in any regular work day or in excess of 40 hours in any work week.

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

FLSA non-exempt employees who are assigned to work an observed holiday will be paid at the rate of one and one-half (1 ½) times the employee's straight time rate plus any holiday pay to which the employee may be entitled.

Section 10.2 - Bilingual Pay

On the recommendation of the Department Head, VTA shall approve payments of \$200 per month to a bilingual employee whose position has been determined by the Human Resources Manager, in consultation with the employee's Director or Chief, as requiring bilingual speaking and/or writing ability. Employees shall be tested within thirty (30) days of the date they are deemed eligible by the Human Resources Manager. If VTA fails to test the employee within thirty (30) days from the date they were determined eligible for testing, the employee shall be paid retroactively from the last date they should have been tested, provided the employee passes the test.

Bilingual skill payments will be made when:

- a) Public contact requires continual eliciting and explaining information in a language other than English; or in sign language (ASL or SEE); or

- b) Where translation of written material in another language is a continuous assignment;
or
- c) The position is the only one in the work location where there is a demonstrated need for language translation in providing services to the public.

VTA shall provide a list of eligible positions covered by this Agreement and shall review, not less than annually, to determine the number and location of positions to be designated as requiring bilingual abilities.

The differential may be removed when the criteria ceases to be met for two pay periods.

Section 10.3 – On-Call Pay

Department Heads have full discretion in assigning on-call work. On-call work will be assigned as needed. On-call pay will be \$175 per week (defined as 7 consecutive calendar days), or \$25 per day if not assigned to a full week (but no more than \$175 within a 7 day period), for the following job classifications:

- Assistant Superintendent of Service Management
- Transit Systems Safety Officer or Transit Systems Safety Supervisor
- Customer Services Supervisor
- Technology Infrastructure Supervisor or Information Systems Supervisor or Designee (at the discretion of the Chief Information Officer)
- Facilities Supervisor
- Passenger Facility Way-Side Maintenance Supervisor
- Division Supervisor (Serving as Dispatch Lead)
- Light Rail Way Power and Signal Supervisor
- Operations Systems Supervisor
- Manager, Ops Analysis, Reporting & Systems

Only the primary employee on-call will be eligible for on-call pay. This does not preclude other employees in the same job title from taking and receiving calls. The assigned employee on-call will be required to respond to all calls and report to work as needed. On-call pay will be rotated equitably between all employees in the job classification.

If an alternate receives a call and/or responds to an issue, they shall not be eligible for on-call pay. Those assigned on-call work and who fail to respond to calls or report to work as needed may be subject to discipline up to and including termination.

ARTICLE 11 – LEAVES

Section 11.1 - STO

a) STO Bank Accrual

Each employee shall be entitled to annual STO. STO shall be earned on an hourly basis. For purposes of this Section, a day is defined as eight work hours. Upon the effective date of this contract the accrual schedule shall be as follows:

SERVICE YEARS & WORK DAY EQUIVALENT	YEARLY ACCRUAL IN WORK DAYS	MAXIMUM CARRYOVER
1st year 1st through 261 days	17	17
2nd through 4th year 262 through 1044 days	19	63
5th through 9th year 1045 through 2349 days	23	75
10th through 14th year 2350 through 3654 days	25	81
15th through 19th year 3655 through 4959 days	27	87
20th and thereafter 4960 days	29	93

b) Pre-Scheduled Usage

STO may be used for any lawful purpose by the employee, however; the time requested shall require the advance approval of management with due consideration of both employee convenience and administrative requirements.

c) STO Bank Carry Over

Employees shall be allowed to carry over the maximum number of days as indicated in the preceding chart. Any accruals exceeding the maximum will be paid off in the first complete pay period of January of the following year.

d) STO Bank Pay-Off

Upon termination of employment, an employee shall be paid the monetary value of the earned and unused STO balance as of the actual date of termination of employment.

e) STO Cash Out

Employees may cash out available STO balance. Cash outs may be requested at any time during the year. Cash outs must be for a minimum of 40 hours.

Section 11.2 - Sick Leave

a) Sick Leave Bank Accrual

Each employee shall be entitled to an annual sick leave bank accrual. Upon the effective date of this contract employees shall earn sick leave on an hourly basis at the rate of 80 hours per year. Sick leave may be accrued without limitation.

b) Personal Sick Leave Usage

Absences due to verified personal illness will be charged to the Sick Leave Bank. Employees will not have the option of requesting unpaid sick leave until their remaining balance is exhausted.

c) Family Care Usage

Employees may use sick leave to attend to a sick family member as provided by California law. Employees may use Kin Care of up to 50% of their annual sick leave accrual for taking

care of a family member per California Law.

d) Sick Leave Approval and Verification

Supervisors may require an employee to provide a doctor's certification for any unpaid absence. Certification may also be required when the employee has chronic absenteeism problems, patterned absences, or in unusual circumstances.

e) Sick Leave Bank Pay Off

Upon retirement or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate.

<u>Days of Service</u>	<u>% Paid at</u>
0 through 2610	0%
2611 " 2871	20%
2872 " 3132	22%
3133 " 3393	24%
3394 " 3654	26%
3655 " 3915	28%
3916 " 4176	30%
4177 " 4437	32%
4438 " 4698	34%
4699 " 4959	36%
4960 " 5220	38%
5221 " 5481	40%
5482 " 5742	42%
5743 " 6003	44%
6004 " 6264	46%
6265 " 6525	48%
6526 " accumulation	50%

Upon death, accrued sick leave shall be paid off at the rate of 50% of the equivalent cash value.

f) Reinstatement Pay Back

Employees receiving a sick leave bank pay off in accordance with Section e) may, if reinstated within one year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made prior to reinstatement.

g) Sick Leave Bank Cash Out

Employees may cash out sick leave balances in excess of 320 hours in accordance with the existing Section e) schedule. Cash outs must be for a minimum of 40 hours.

Section 11.3 – Administrative Time Off

AFSCME represented employees in classifications that are designated as “exempt” are ineligible for overtime under the Fair Labor Standards Act (FLSA) are salaried employees and are expected to work the number of hours necessary to fulfill the duties of the position. Depending on the circumstances, AFSCME represented employees in exempt classifications may work more or less than 40 hours in any particular week.

In recognition of the flexible demands of AFSCME “exempt” classifications, employees may be granted administrative time off without charge to any leave bank under “administrative leave” if the manager determines that service delivery and performance of job functions will not be impaired because of the absence. Such time off should not be calculated on an hour-for-hour basis in relation to excess hours worked.

Administrative time off must be:

- scheduled in advance, and
- approved as administrative time off by their Non-Represented Manager, or designee.

Employees need not state reasons for requesting the time off. Either it is or is not appropriate to grant the time under the circumstances outlined above. An employee can use the time for any lawful purpose to include personal business.

For a full day’s absence under “administrative leave” an executive manager’s approval is required.

Section 11.4 – Legal Holidays

The following shall be observed as legal holidays:

- 1) January 1st (New Year’s Day)
- 2) Third Monday in January (Martin Luther King, Jr. Birthday)
- 3) Third Monday in February (President’s Day)
- 4) Last Monday in May (Memorial Day)
- 5) June 19th (Juneteenth)
- 5) July 4th (Independence Day)
- 6) First Monday in September (Labor Day)
- 7) Second Monday in October (Columbus Day)
- 8) Veteran’s Day to be observed on the date State of California employees observe the holiday
- 9) Fourth Thursday in November (Thanksgiving Day)
- 10) The Friday following Thanksgiving Day (Day after Thanksgiving)
- 11) December 25th (Christmas Day)
- 12) Other such holidays as may be designated by the Board of Directors

a) Observance

Holidays which fall on Sunday shall be observed on the following Monday. Holidays which fall on Saturdays shall be observed on the preceding Friday.

When the holidays fall on an employee’s scheduled day off, other than Saturday or Sunday, eight (8) hours (or ten (10) hours for employees who work a 4/10 shift) of STO shall be added to the employee’s STO balance.

b) Holiday Work

An employee may be assigned to work a Holiday. Employees in FLSA Exempt classifications who work a Holiday shall be paid at straight time and shall have time added to their STO balance on an hour for hour basis of time worked up to 8 hours (or ten (10) hours for employees who work a 4/10 shift).

c) Floating Holidays

Each employee shall have one (1) floating holiday per year for the contract term, not charged to any accumulated balance, which shall be scheduled at the employee's discretion and Supervisor's approval.

- A Floating Holiday not used by the end of the year will be paid off at a rate of eight hours, in the first pay period in August.
- Employees who retire or leave employment with VTA prior to the end of the year and who have not used their Floating Holiday will be paid off at a rate of eight hours for the unused portion that they are entitled to receive.
- Each employee shall have a floating holiday except for their first year of employment with the agency.

Section 11.5 - Approved Leave

Leave of Absence without pay may be granted and, if granted, seniority shall accumulate during leave for:

a) Union Business

Upon 30 days advance notice a long term leave without pay to accept employment with AFSCME shall be granted by the appointing authority for a period of up to 12 months. A leave may only be denied if the notice requirement is not met.

b) Physical and Mental Conditions

Physical and mental conditions rendering the employee unable to perform their duties, whether work related or not (for example, FMLA, CFRA, Workers Compensation, Pregnancy Disability).

Such leave shall be limited to a 24-month period. If an employee returns to work and performs the functions of their classifications for less than 30 consecutive calendar days, this shall not break the 24-month period. Employees hired on or after May 1, 2025 will be required to return to work for 60 consecutive calendar days performing the functions of their classification in order to break the 24-month period. If an employee is unable to return to the employee's current classification or secure another job at VTA within this 24-month period, the employee will be released from employment.

c) Personal Reasons

The department manager may, at his or her discretion, grant an employee a Personal Leave of Absence to handle pressing personal obligations. A Personal Leave of Absence may not exceed 12 months. To be eligible, the employee must have maintained a satisfactory record of employment with VTA for a minimum of 12 months.

d) Military Duty

The provisions of the Military and Veterans Code of the State of California shall govern the military leave of employees of VTA.

e) Jury Duty

An employee shall be allowed to take leave from his/her VTA duties without loss of wages, STO or benefits for the purpose of responding to summons to jury service, provided that he/she executes a written waiver of all compensation other than the mileage allowance. The employee shall supply a copy of the Summons and verification of time served. No employee shall be paid more than his/her regular shift pay or regular work week pay as a result of jury duty service. The employee shall notify his/her supervisor when he/she has received a jury duty summons and when his/her jury duty service is completed.

Nothing shall prevent any VTA employee from serving voluntarily on a jury more than once per calendar year, provided, however, that such additional periods of absence from regular VTA duties as a result thereof shall be charged, at the option of such employee, to either accrued STO or leave without pay.

An employee who responds to a summons to jury duty and who is not selected as a juror, shall return to work as soon as possible.

Employees who are on telephone standby shall report to work if permitted by the court.

At times there may be extraordinary cases in which it will be necessary for a Supervisor to request that an employee delay their jury service. If an employee feels that a delay in jury service is necessary, he/she should immediately consult with their Supervisor. When appropriate, VTA will make a formal request to the Jury Commissioner to delay the employee's jury duty.

f) Court Appearances

No employee shall suffer loss of wages or benefits in responding to a subpoena by VTA to testify in court or while providing a deposition at the request of VTA.

g) Voting

If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may take off enough working time which, when added to the voting time available outside of working hours, will enable the employee to vote. No more than two hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

The employee shall give at least two working days' notice that time off for voting is desired in accordance with the provisions of this Section.

VTA may elect, at its discretion, where allowable by law, to administer these leaves concurrently.

Section 11.6 - Bereavement Leave

Leaves of absence with pay shall be granted to employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather, son, or daughter of the employee or of the spouse of the employee and the spouse, stepparent, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or grandchild of the employee or any person living in the immediate household of the employee. Up to 40 hours of pay shall be granted which shall consist

of 24 hours not charged to any accumulated balance followed by 16 hours chargeable to sick leave, if necessary. If 250 miles of travel is required, up to 72 hours pay shall be granted which will consist of 32 hours not charged to any accumulated balance and 40 hours chargeable to sick leave. Any travel exceeding 250 miles from the VTA River Oaks campus must be supported with written verifiable documentation including mileage and location of services, upon return to work, within the pay-period.

ARTICLE 12 – BENEFITS PROGRAMS

Section 12.1 - Health Benefits

a) Medical Coverage

VTA offers CalPERS medical plans to employees. Only those medical plans offered under the CalPERS medical programs will be offered to employees and retirees. It is understood that CalPERS determines, from year to year, which medical plans will be offered, including premiums, plan design, co-payments, co-insurance, and deductibles for each plan, if any.

VTA will contribute up to the Kaiser Region 1 Family rate for employees. Employees will pay the excess above the Kaiser Region 1 Family rate.

b) Dual Coverage

VTA employees and their spouses or registered domestic partners who are also employed by VTA shall not be eligible for dual medical coverage though they may choose separate medical plans. Non-employee eligible dependents may be covered on either employee's medical plan (at the employee's choice), but cannot be covered on both. All non-employee eligible dependents must be covered on the same plan. VTA reserves the right to select the least costly method of implementing the medical plan chosen by each employee.

c) Medical Opt Out

Employees with other medical coverage may opt out of VTA offered coverage. VTA shall pay employees who opt out of medical coverage 50% of VTA's cost for the least expensive single medical premium. Verification of other coverage is required to initially qualify for payment and may be required on an annual basis. Employees married to or the registered domestic partner of another VTA employee are not eligible for a medical opt out payment.

In the event that CalPERS offers a high deductible plan that becomes the least expensive single medical premium, the parties shall re-open negotiations on section c) Medical Opt Out.

I. Defined Benefit Retiree Medical Program:

a) VTA shall provide a premium allowance toward the cost of the medical plan for employees who become eligible by having 1) completed 5 years of service (1,305 days of accrued service) or more with PERS and who 2) retire directly from VTA (date of retirement must be within 120 days of separation of employment).

b) All retirees eligible for the defined benefit retiree medical program shall pay according to the following:

- For retirees and survivors in California: VTA will contribute up to the Kaiser Region 1 Single Party Rate for CalPERS medical plans for retirees and eligible survivors

residing in California. Retirees and eligible survivors will pay the excess above the Kaiser Region 1 Single Party Rate.

- For retirees and survivors living outside of California: VTA will contribute up to the Kaiser Out of State Single Party Rate for CalPERS medical plans for retirees and eligible survivors residing outside of California. Retirees and eligible survivors will pay the excess above the Kaiser Out of State Single Party Rate.
- c) Retirees eligible for the defined benefit retiree medical program may purchase coverage for their eligible dependents at their own cost. Dependents must be enrolled in the plan that covers the retiree.
- d) Upon becoming eligible, due to age or disability, retirees eligible for the defined benefit retiree medical program and their Medicare eligible dependents shall be required to enroll in Medicare in order to maintain medical coverage. Retirees or dependents who fail to enroll in Medicare and the Medicare supplement plan shall be dropped from coverage. Retirees shall be reimbursed for the cost of their own Medicare Part B premium, excluding penalties/late enrollment fees. VTA shall not reimburse Medicare Part D premiums, and shall continue to cover Part D Premiums for prescription drug coverage through the Medicare Supplement Plans.
- d) Employees who do not complete the required years of service and retire directly from VTA shall not receive any retiree medical benefit.

Section 12.2 - Vision, Dental, and Life Insurance Coverage

a) Vision Coverage

VTA agrees to provide a vision plan for all employees and eligible dependents. The Plan will be the Vision Plan – Option 2 (frame/contact allowance of \$250). VTA will pay the full monthly premium for the employee and eligible dependents.

b) Dental Coverage

VTA shall provide an indemnity and an HMO dental plan. VTA shall pay the full premium for the employee and eligible dependents on either plan.

The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics:	90-10 - no deductible. \$3000 maximum per patient per calendar year.
Orthodontics:	60-40 - no deductible. \$3000 lifetime maximum per patient (no age limit).

c) Life Insurance Coverage

VTA shall provide a basic group Life Insurance Plan of \$50,000 per employee.

d) Flex Spending Accounts (FSA)

Effective January 1, 2017, VTA will contribute \$300 per employee into a FSA each year for the term of the agreement. VTA will pay the full cost of the administrative fee for each employee for the FSA. If an employee elects to contribute additional funds into the account (up to the IRS maximum) the employee must complete an FSA enrollment form during open enrollment per calendar year. VTA will offer a Benefits card with the FSA.

Section 12.3 - Benefits Coverage

a) Benefits Coverage While on Unpaid Leave

VTA paid portions of premiums for employee only benefits coverage will be maintained for up to 13 pay periods during an unpaid disability leave. For employees on pregnancy disability, benefits will continue as if the employee was on a paid status.

As long as the employee is in paid status during a leave, the employee's portion of the premiums for benefits coverage will be deducted from the employee's paycheck. Once the employee is no longer in a paid status, the employee must make arrangements with Human Resources to pre-pay his/her portion of the premiums for benefits coverage.

A return to work for at least 30 consecutive calendar days shall be required to "break" a leave of absence for purposes of determining an employee's entitlement to benefits continuation or restoration.

b) Changes in Medical Plans

The parties understand that the medical plan providers may amend their plans from time to time.

Should a provider cease to offer a health plan, the parties shall meet and discuss a replacement plan. VTA, however, will not be required to provide a customized plan.

Should VTA change the medical plans for other VTA employees not represented by AFSCME, nothing herein shall preclude the parties from discussing the plans, and, with mutual agreement, extending them to AFSCME represented VTA employees.

c) Benefits Committee

Not later than July 31, 2013, a Joint Labor – Management Committee with representation of not more than four Management and not more than four AFSCME representatives will begin meeting to discuss and explore current and alternative medical, dental, and vision plans. The agenda for each meeting and the ultimate goals of the Committee will be determined by mutual agreement of the Committee members.

Section 12.4 – Workers' Compensation

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

b) Industrial Injury or Illness:

Workers' Compensation shall be administered and paid as provided for by statutes of the State of California. If an employee has an industrial injury or illness, the injury or illness must be reported to VTA immediately.

If the injury is certified to be an industrial injury or illness by the Workers' Compensation Division or the Workers' Compensation Appeals Board, the employee shall be compensated for work days lost due to the injury pursuant to law, VTA shall apply Section 12.5, Wage Replacement Benefits and the Integration of Pay, for any statutory benefits owed to the employee.

Instances where employees are injured but are able to continue work, or who see a doctor and within three (3) hours return to work on the same day as the injury, shall not be considered industrial injuries for purposes of this Section and the employee shall not suffer a loss of pay on the day of the injury.

Section 12.5 - Wage Replacement Benefits and the Integration of Pay

- a) VTA will continue registration of employees with the Director of Employment Development Department for the purposes of State Disability Insurance (SDI) coverage.
- b) The Payroll Office shall withhold wage earner contributions each pay period at the rate set pursuant to the Unemployment Insurance Code and forward the funds to the State Disability Fund.
- c) Within one week of being disabled from work, the employee or his/her representative must contact the office designated by VTA to provide information on the following:
 1. Date the disability/illness commenced;
 2. Estimated duration of the disability;
 3. Telephone number where the employee can be reached;
 4. Election of sick leave/scheduled time off usage during the first week of disability;
 5. Whether or not the employee is planning to file for SDI.
- d) Once an employee is determined to be eligible to receive SDI or any statutory (example – SDI, Workers Compensation, paid family leave) benefit, VTA will automatically integrate those benefits with accrued sick leave/scheduled time off benefits, unless the employee requests in writing, that integration does not take place. The employee shall be paid a biweekly amount (sick leave/scheduled time off) which, when added to those benefits, shall approximately equal his/her normal biweekly net pay after taxes. Such checks will be issued on normal VTA paydays.
- e) Overpayment:
If an overpayment of wages occurs as a result of the employee's collection of those benefits, the employee shall establish a repayment schedule with a maximum repayment duration of 12 months, beginning the date the employee was notified in writing. Employees have the option to make direct payments to VTA or sign an authorization for automatic withdrawal from their paychecks.

The employee has the responsibility of notifying their immediate supervisor of any change in status (either health or length of disability) that may affect his/her return to VTA employment.

Section 12.6 - Safety Shoes

AFSCME represented employees shall be eligible for VTA approved safety shoes, in accordance with the Occupational Injury and Illness Prevention Program (IIPP). Classification eligibility and determination of eligibility for either annual or biennial voucher distribution shall be established by review/approval of the Division Head, Risk Management and the Employee Relations Department on an annual basis.

Employees in eligible classifications shall purchase safety shoes through the voucher system at the established voucher rate, or a minimum of \$275, whichever is greater, from an approved safety shoe vendor, not to exceed either one voucher in any rolling 24 months for specified classifications, or not to exceed one voucher in any rolling 12 month period as listed in Appendix D. Eligible employees with specialized fitting needs may be referred to additional approved vendors by Risk Management. In addition to the purchase of Safety Shoes, the employee may purchase socks and inserts with the remaining amount, not to exceed the voucher amount.

Annual (12 month rolling period) shoe vouchers will be issued automatically. Employees eligible for shoe vouchers on a 24 month rolling period will be issued vouchers upon request.

Section 12.7 - Uniform Allowance

VTA agrees to provide a complete set of basic uniform articles (as listed below) for newly hired employees in the Fare Inspector Supervisor, Transportation Supervisor, Technical Trainer and Assistant Transportation Superintendent classifications.

<u>Basic Uniform Articles</u>	<u>Number of Items</u>
Sweater (button, zipper, pull over or vest)	2
Pants or Skirts	5
Shirts or Blouses	5
Tie, Bow or Loop Ascot	2
Rain gear (Pants, Jacket and hood)	1 set*

A yearly \$400 uniform voucher, provided on the last payday in September, shall be issued to all uniformed AFSCME Employees with one or more years of service in the classification.

Non-uniformed AFSCME employees shall dress professionally and maintain proper grooming standards during the course of their work. During the duration of this Agreement, Management will review the Transit Division Supervisor class and its adherence to professional dress and grooming standards. Management is responsible for determining what constitutes proper attire.

*Any uniformed AFSCME employee participating in this voucher program shall, with Executive level authorization or their designee, receive a special issue voucher for the purchase of approved rain gear. Following receipt of the initial rain gear allotment, upon approval, subsequent rain gear allowances shall be limited to \$225.00, no more frequently than once every two years for eligible employees as listed in exhibit E.

Section 12.8 - Driver’s License Fee Reimbursement

Employees in service for one year or more shall be reimbursed for the renewal fees of the Class A or Class B California Driver’s License required for the proper performance of the employee’s job for VTA.

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

Section 12.9 - Tuition Reimbursement and Professional Development Program

- a) VTA shall maintain the Tuition Reimbursement and the Professional Development Programs for the term of this Agreement in accordance with VTA's Educational and Development Program.
- b) VTA shall provide tuition reimbursement in an amount not to exceed \$3,000 per employee, per fiscal year. Employees are eligible to receive immediate payment of 50% of tuition and other required costs (including textbooks) of an approved program upon presentation of a course schedule/class requirements and materials. The employee must present the original proof of payment within 10 business days of receiving an advancement of tuition reimbursement funds. If the employee does not provide the required paperwork and receipts for an advance, the employee will immediately have to pay the money back in full or the total advancement will be deducted from their next payroll check.
- c) VTA shall fund an amount not to exceed \$3,500 on a matching basis (dollar for dollar) on contributions made by employees for individual professional development and education. The amount is over and above the Tuition Reimbursement Program and tuition reimbursement cannot be used as matching funds. At the discretion of VTA, eligible expenditures may include professional registration fees; travel related expenses, such as lodging and transportation, for college level courses, certificated programs and/or continuing educational credits. All courses, education programs, seminars, conferences, etc. must receive prior approval by the Chief of the Division, the Human Resources Manager, and when required, by the General Manager. Paid time off may be provided during normal work hours with prior approval by the Division Chief. If paid time off is granted, it will serve as VTA's matching funds.

Section 12.10 - Free Transportation

VTA will grant free transportation on VTA operated lines to all employees, spouses/registered domestic partners and dependent children of all employees, retirees, retirees' spouses/registered domestic partners and dependent children, widows or widowers/registered domestic partners of retirees and widows or widowers/registered domestic partners of employees.

Section 12.11 – Wellness Program

VTA and AFSCME are interested in enhancing the wellness program to assist employees in improving their personal health and fitness choices. The Wellness Program Committee's objective is to move beyond the conceptual program discussion and to provide program design. The Committee's recommendation shall be submitted to the Director of Business Services or designee for review and comment prior to final approval.

ARTICLE 13 - RETIREMENT PROGRAMS

Section 13.1 - California Public Employees' Retirement System (PERS)

For each of the categories below, annual maximum compensation/contribution limits may apply.

To the extent permitted by the Public Employees' Retirement Law and applicable State and Federal tax laws, employee contributions shall be made on a pre-tax basis.

Classic Members under the California Public Employees' Pension Reform Act (PEPRA):

Employees hired prior to January 1, 2012 – Classic Members under PEPRA:

Employees shall pay a total of 6% of salary toward the required employee contribution to PERS. VTA shall pay the entire employer contribution to PERS.

Employees hired in or after the first full pay period in January 2012 - Classic Members under PEPRA:

Employees shall pay a total of 7% of salary toward the required employee contribution to PERS. VTA shall pay the entire employer contribution to PERS.

Employees hired on or after January 1, 2013 but before December 30, 2014 – Gap Employees under PEPRA:

For employees hired on or after January 1, 2013 but before December 30, 2014, VTA shall pay the entire employer contribution to PERS. Employees shall pay 7% of salary toward the required employee contribution. VTA shall pay the balance of the required employee contribution to PERS. Starting July 1, 2019, employees shall pay toward the required employee contribution:

- 7.25% of salary or 50% of the total normal cost up to the PEPRA compensation/contribution limit (e.g., \$124,180 in 2019), whichever is higher.

PEPRA- New Members Employees hired on or after December 30, 2014:

For employees considered New Members under PEPRA, VTA shall make the required employer contribution. New Members shall contribute at least 50% of the total normal cost as determined by PERS in their annual valuation.

Section 13.2 - 401 (a) Money Purchase Plan

VTA will offer an IRS Section 401 (a) money purchase plan to AFSCME represented employees.

Section 13.3 – Retirement Program Meetings

The parties agree to meet and discuss annually VTA retirement programs, including the PERS pension program and the tax deferred savings programs.

Section 13.4 – Deferred Compensation Plan

Effective July 1, 2025, all employees newly hired in the bargaining unit shall automatically be enrolled in VTA's 457 Deferred Compensation Plan and contribute 1.00% of gross salary to the plan, subject to all legal requirements and constraints. Prior to the first salary deferral deduction, employees shall be provided a 30-day opt-out period during which no salary deferral deduction shall be taken. Thereafter, employees may opt-out at any time.

Deferrals will be automatically directed into the Target Date investment fund based on the employee's assumed date of retirement. Employees may change their contribution rate, select different investment options, or stop contributions entirely at any time after the auto-enrollment period by submitting the appropriate request to the Plan administrator.

ARTICLE 14 - PROFESSIONAL DEVELOPMENT COMMITTEE

VTA and AFSCME shall maintain a joint Professional Development committee. The purpose of the committee shall be to work collaboratively with the Employee Development Department to:

- Review current management, supervisory, and internal practices training,
- Recommend new management, supervisory, and internal practices training programs, as needs arise,
- Assess the training needs of the AFSCME bargaining unit, and
- Recommend training and organizational improvements that support the strategic goals of employee ownership and enhanced customer focus.

The committee shall meet at least quarterly and shall be composed of three members appointed by AFSCME, two members from the executive management team, or designee and the Employee Relations Manager, or designee.

ARTICLE 15 - LABOR MANAGEMENT COMMITTEE

Section 15.1 – Labor Management Committee

VTA and AFSCME agree to create a Labor Management Committee (LMC) that will be an ongoing problem solving forum designed to institutionalize a problem solving model to administer this Agreement. The parties understand that in order to make the problem solving model work, they must have a sincere desire to resolve an issue without resorting to the grievance/arbitration process. This committee should demonstrate an example of team work, and the ability to foster goodwill between VTA management and AFSCME.

LMC Meeting:

1. The LMC shall meet once a month, unless the parties mutually agree to have more frequent meetings or to postpone a monthly meeting as business requires.
2. A mutually agreed upon agenda will be distributed to the parties in sufficient time prior to the scheduled meeting, to allow for adequate preparation to discuss the issues.
3. At the monthly meetings, the participants will review and discuss the agenda item(s).
4. The LMC shall consist of three (3) core representatives from AFSCME and three (3) core representatives from VTA in order to provide consistency. They will be representatives who have the authority to act on behalf of the parties or to effectively recommend action to the appropriate decision maker.

5. Meeting and Ground rules will be mutually agreed upon at the first meeting of the LMC committee.

Section 15.2 – Entry Level Position Discussion

Within 90 days of the ratification by both parties of the new contract, AFSCME and VTA shall schedule a Labor Management Committee (LMC) meeting solely to discuss the potential need for classification(s) that can serve as entry level position(s) with promotional opportunities within VTA.

ARTICLE 16 – TEMPORARY UPGRADE PAY(TUP) AND ALTERNATE WORK WEEK

Section 16.1 – Temporary Upgrade Pay (TUP)

Temporary Upgrade Pay, as defined by CCR 571(a)(3) is “compensation to employees who are required by their employer or governing board or body to work in an upgraded position/classification of limited duration.” For Classic CalPERS members, TUP is considered special compensation as pensionable earnings when the employee assumed the full duties of the upgrade position. When an employee maintains their current duties and takes on additional duties of an upgraded position, the additional duties meet the definition of overtime as outlined in GC 20635 and are not be reportable to CalPERS.

An authorized Non-Represented Manager within the Department/Division, working with Human Resources, shall approve all TUP assignment requests in advance. Time is of the essence, and Human Resources will act in an expeditious manner to make a determination of whether to approve TUP. Workers in a TUP assignment shall count the time as experience for promotional opportunities into the classification when the TUP is assigned for at least one full pay-period. Employees within the bargaining unit approved for TUP will receive compensation for additional higher-level duties assigned and performed during the temporary absence of an incumbent or to cover a vacant position in a higher class. Such payment will be made consistent with the promotional pay procedures under VTA’s Policies and Procedures and will only apply where the assignment is made for a period of five (5) consecutive working days or more (including holidays). The requirement of the minimum five (5) consecutive working days may be modified based on the needs and recommendations of the department, which Human Resources will consider in making the determination whether this requirement shall be waived. Employees assigned TUP shall receive the TUP rate of pay for a holiday or absence when the employee works out of class the day prior to and the day following the holiday or absence. The duration of the TUP assignment must be in accordance with CalPERS regulations.

Section 16.2 - Alternate Work Week

VTA has established alternate work schedules for certain classifications. VTA, at its sole discretion shall determine the implementation of any alternative work schedule. VTA shall meet and discuss with AFSCME regarding any proposed changes to existing alternate schedules or to create new alternate schedules. Neither the failure of VTA to enter into an alternative schedule agreement, nor the termination by VTA of such an agreement shall be subject to the Grievance Procedure provided in Article 18.

ARTICLE 17 - TRANSFERS, PROMOTIONS, and DEMOTIONS

In order to move to a different class, employees shall be required to demonstrate that they meet the minimum qualifications of such class. In addition to meeting the minimum qualifications, an employee moving to a different class may be required to compete in a selection process.

Movement to a different position includes:

1. **Promotion:** The advancement from a position in one class to a position in another class with a higher salary range (including upward reclassifications).
2. **Lateral Transfer:** The movement to a position within the same class or to a position in a different class with the same salary range.
3. **Demotion:** The movement from a position in one class to a position in another class with a lower salary range (including downward reclassifications).

ARTICLE 18 – FIELD/OCC SUPERVISOR SHIFT BIDDING (SIGN-UP)

Transportation Supervisor shift bidding will occur three (3) times per year for an effective period of four (4) months. The shifts shall become effective the first Monday in April, August and December. The bidding shall be completed no less than thirty (30) days prior to the effective date of the sign-up.

Special assignments shall be in compliance with established bid instructions.

While it is understood that Field/OCC Supervisor Shift Bidding shall occur as described above, Management reserves the right to modify schedules and assignments based on business needs, with the exception of the bid days off which shall not be changed. Employees shall have consecutive scheduled days off. No employee's regular days off shall be cancelled or changed without the consent of the employee, except in case of an emergency.

ARTICLE 19 - LAYOFF

Section 19.1 - Vacancy and Staffing Committee

VTA and AFSCME will form a Joint Vacancy and Staffing Committee and, when requested, will meet and discuss vacancies and staffing during each fiscal year budget cycle. VTA will provide a written vacancy list to the AFSCME Union Office upon request no more than one time per month.

VTA shall meet and discuss with AFSCME prior to contracting out work whenever such contracting out will result in material reduction of work performed by bargaining unit members that will result in the layoff of bargaining unit members.

Section 19.2 - Seniority Defined

Seniority shall be based on total elapsed time within any coded classification within VTA.

Section 19.3 - Order of Layoff

When one or more employees in the same class are to be laid off, the order of layoff will be as follows:

- a) Provisional employees in reverse order of seniority;
- b) Probationary employees in reverse order of seniority;
- c) Regular employees in reverse order of seniority.

Section 19.4 - Specific Skills

Each department will annually determine the number of positions in each classification that require a specific skill. The Chief Administrative Officer must approve the plan. Every July, a list will be mailed to the AFSCME Union Office for employees who are certified in a specific skill. AFSCME shall have twenty (20) calendar days to request to meet and discuss the list. In all cases, the employees in the department certified in that skill shall be retained in order of seniority until the requisite number of positions are filled.

Section 19.5 - Changes to Classes

To the extent possible, employees should not lose their rights under this Article because classes have been revised, established, abolished or re-titled.

Section 19.6 - Notice of Layoff

Employees will be given at least thirty 30 calendar days written notice prior to the effective date of layoff.

Section 19.7 - Reassignment in Lieu of Layoff

a) Vacant Positions

Any employee who receives a notice of layoff will be allowed to transfer to a vacant position that VTA has determined to be filled in the same classification.

b) Former Classification

If there are no vacancies as listed in a) above, an employee will be offered a vacant position in any classification at the same level, in which regular status had formerly been held.

c) Displacement

If there are no vacancies as listed in a) or b) above, the employee shall, upon request, be returned to a position in any classification at the same level, in which regular status had formerly been held. The regular layoff procedure in that same level shall apply.

d) Lower Level Classifications

If an employee does not have enough seniority to claim a position under b) or c) above, those procedures set forth in those Sections shall be applied to each subsequent lower level classification in which regular status had formerly been held.

Any reassignment must be implemented prior to the effective date of layoff.

Section 19.8 - Layoff

If an employee is not reassigned in lieu of layoff as described in Section 19.7 above, the employee

shall be laid off. If an employee elects not to exercise the rights described in Section 19.7 he/she may be deemed to have been offered and to have declined such work.

Section 19.9 - Reemployment List

The names of employees reassigned or laid off shall be placed on a reemployment list in order of seniority. When a position is authorized to be filled, the person with the most seniority on the reemployment list when a vacancy exists in that classification in any department shall be offered the position. (VTA has the right to first fill the position from a transfer list and then use the reemployment list to fill all remaining vacancies.) Employees on reemployment lists shall retain the right to apply for positions that are open only to VTA employees.

When required by the needs of the department and approved by the Chief Administrative Officer, VTA may utilize selective certification to reemploy employees with particular skills.

Section 19.10 - Temporary Work for Laid-off Workers

Interested employees who are placed on the reemployment list due to layoff and who elect to be available for temporary work shall be given preference for such work in their former department in the classification held when they were laid off. The election to be available for temporary work must be made at the time of the layoff. Employees may decline to be available for temporary work, or may decline such work itself without affecting any rights.

Section 19.11 - Names Dropped from Reemployment List

Names shall be carried on a reemployment list for three (3) years.

The names of persons reemployed in a regular position within the same classification from which they were laid off shall, upon reemployment, be dropped from the list. Refusal to accept one offer of reemployment within the same or a comparable classification shall cause the name of the person to be dropped from the reemployment list.

Section 19.12 - Rights Restored

Upon reemployment of an employee from a reemployment list, all rights acquired by the employee prior to his/her placement on such list shall be restored, including being placed back to the same salary step he/she held prior to being placed on the re-employment list.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

VTA may take disciplinary action for cause against any employee. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense. Discipline shall be issued within 60 calendar days from VTA's date of knowledge.

VTA utilizes a policy of progressive employee discipline. Major elements of this policy include, but are not limited to, the following:

- Constructive efforts by supervisors to help employees achieve satisfactory standards of conduct and job performance;
- An attempt to correct employee performance problems or problem behavior to the extent possible;

- Documentation of disciplinary warnings given and corrective measures taken;
- Administration of increased disciplinary action, up to and including discharge, depending upon the seriousness of the issue; and
- Provision of sufficient notice to an employee that discharge will result from continued or serious violation of employee standards of conduct or unsatisfactory job performance;

Procedure and Responsibilities

Depending upon the facts and circumstances involved in each situation management may choose to begin disciplinary action at any step up to and including termination.

Steps of Progressive Discipline

1. **Verbal Warning:** For minor infractions, the employee will be issued a verbal warning. If the situation does not improve within a reasonable period of time (depending upon the seriousness of the issue), the supervisor may repeat the measure or use the next step. This verbal warning may or may not be documented formally by the supervisor.
2. **Written Warning:** For repeated minor infractions, or a more substantial infraction, the employee will be issued a written warning notice. If the situation does not improve within a reasonable length of time (depending on the seriousness of the issue), the supervisor may repeat the measure or issue more serious discipline. The written warning notice may be prepared prior to a disciplinary interview with the employee. The employee will be asked to sign the notice, acknowledging receipt, and will be given an opportunity to comment in writing. Copies of the notice will be distributed to the employee, the supervisor, the personnel file, Employee Relations, and the Union.
3. **Suspension:** A suspension will generally span from the balance of a shift to thirty (30) working days (excluding holidays, sick leave, or other Agency compensated time). For any suspension that is five (5) days or longer, the employee will be provided with an intent to discipline in writing which outlines the facts, violations of policy, disciplinary history (if applicable), and the proposed penalty. The employee has the opportunity to respond orally or in writing to the recommended action. A review process will be held by an Agency designated Skelly officer who will hear the case and issue a determination in writing on the final discipline, if any. Failure to respond will automatically waive the employee's right to review, and the recommendation will become final and subject to appeal under Article 21. Notice of the decision shall be served in writing with copies distributed as outlined in Step 2 above.
4. **Discharge:** For major infractions, or continued failure to respond appropriately to prior disciplinary action, discharge may be the only recourse. Review by the Labor Relations Manager or their designee must be held prior to the discharge of an employee under any circumstances.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 21.1 - Grievance Defined

A grievance is a complaint alleging a violation, misinterpretation or misapplication of the provisions of either this Agreement or VTA Personnel Policies and Procedures applicable to represented employees.

Section 21.2- Just Cause

Except for employees who are on probation, employees shall only be disciplined, demoted, or discharged for just cause.

Section 21.3 - Matters Excluded From Consideration Under the Grievance Procedure

1. Performance Evaluations/Management Planning and Appraisal Report
2. Probationary release of employees
3. Position Classification
4. Workload/Caseload
5. Examinations
6. Items requiring capital expenditures
1. Items that are subject to the meet and discuss process

Section 21.4 - Grievance Presentation

All grievances, including grievances involving termination, shall be presented in writing (via hard copy, or email) to the VTA Employee Relations Department within thirty (30) calendar days after receipt of the grievant's notice of discipline, discharge, or incident of an alleged contract violation. AFSCME shall state the date of the event giving rise to the grievance, the nature of the grievance, the contract provision or the policy alleged to have been violated, and the remedy or solution sought. AFSCME shall appear and respond in all individual or group grievances at any step except Arbitration. The time limits in this Section may be extended by mutual written agreement.

Step 1 - Informal Grievance Presentation Meeting

The Employee Relations Department shall schedule an informal grievance presentation meeting with the appropriate Department Manager or designee prior to the formal grievance hearing. This meeting shall be held within thirty (30) calendar days after receipt of the grievance. The parties shall discuss their respective positions, exchange information and supporting documentation and utilize their best efforts to resolve the dispute. If the parties are unable to resolve the dispute, or if Step 1 is waived in writing by AFSCME, the matter will proceed to a formal grievance hearing.

Step 2 - Formal Grievances

The Employee Relations Department or its designee shall, within thirty (30) calendar days of receiving the request, convene a meeting to hear the grievance. The Employee Relations Department shall select a hearing officer to preside over the hearing.

The hearing officer shall render a written decision on the grievance within fifteen (15) calendar days of the hearing. A copy of the decision shall be electronically mailed to the grievant and the AFSCME Union Representatives. Any grievance or disciplinary action which remains unresolved may be appealed to mediation via the State Mediation and Conciliation Services (SMCS) within ten (10) calendar days of receipt of the hearing decision. This process shall be initiated by the party requesting mediation.

Step 3 - Appeal to Arbitrator

If AFSCME is not satisfied with the grievance decision, it may, within forty five (45) calendar days after receipt of the decision, file a written appeal to the Employee Relations Department requesting arbitration before an outside arbitrator. Failure to timely file a written appeal shall result in waiver and the Step Two grievance decision shall resolve the matter with no further rights under the grievance process.

The parties agree to utilize the Labor Management Committee (LMC) to consider the resolution of grievances at any and all stages of the grievance process.

If AFSCME elects not to take a matter to Arbitration, the individual grievant may, within forty five (45) calendar days after the Step Two decision, file a written appeal to the Employee Relations Department requesting an outside Arbitrator. The individual grievant shall assume costs associated with the Arbitration per section 21.7.

Section 21.5 - Selection of Arbitrator

- 1) Within twenty (20) calendar days after the receipt of the notice requesting arbitration, VTA and AFSCME shall meet and exchange a list of three (3) names each for the purpose of selecting the arbitrator.
- 2) If the parties cannot agree to an arbitrator, they shall request a list of seven (7) names from the California State Conciliation and Mediation Services and strike names until an arbitrator is selected. The parties shall meet to select the arbitrator within fifteen (15) calendar days following receipt of the above referenced list. The parties shall flip a coin to determine who strikes first. The parties shall alternate the flipping of the coin.

VTA shall contact the selected Arbitrator and coordinate with AFSCME to arrange for the earliest possible hearing date.

- 3) Time limits may be extended only by written mutual agreement of the parties.

Section 21.6 - Arbitrator's Decision

The arbitrator's decision shall be final and binding.

Section 21.7 - Procedure

1. The Arbitrator's compensation and expenses shall be borne equally by the employee and/or AFSCME and VTA.
2. All parties will attempt to stipulate to all facts, disclose all pertinent information and agree on the question or questions to be submitted to the arbitrator.
3. The employee and/or AFSCME and VTA shall bear the costs associated with the Arbitration equally, except that costs of any party's representative shall be borne by each respective party.
4. The Arbitration proceedings shall be stenographically reported and the costs shall be borne equally by the employee and/or AFSCME and VTA.

5. The arbitrator shall be requested to render a decision within 30 calendar days of the hearing. The decision shall be final and binding.

Section 21.8 - Continuous Dispute Resolution

After a grievance has been moved to Step Two, and prior to arbitration, AFSCME and VTA shall continue efforts at resolution.

ARTICLE 22 - STRIKES AND LOCKOUTS

It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and orders of duly constituted public regulatory bodies or governmental authorities.

During the term of this Agreement, neither AFSCME nor its members shall call, sanction, assist, engage in any strike, slow-down or stoppage of VTA work, operations or service, or in any manner sanction, assist or engage in any restrictions or limitations of the work, operations, or service of VTA.

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

ARTICLE 23 - TERM OF AGREEMENT

This Agreement shall become effective only upon ratification by AFSCME, and upon approval by the Board of Directors and shall remain in full force and effect from April 4, 2025, and from year to year thereafter up to April 3, 2029. Either party may serve written notice on the other at least 90 days prior to April 3, 2029, or any subsequent April 3, of its desire to terminate this Agreement or to amend any provision thereof.

Section 23.1 - Printing of Agreement

The parties agree to share equally in the cost of printing bound copies of this Agreement. The printing of the Agreement will include one (1) copy for each AFSCME represented employee, thirty (30) additional copies for AFSCME to retain for new employees and an additional thirty (30) copies, for VTA Management. The parties shall jointly determine the design and format of the printed Agreement.

FOR VTA:

DocuSigned by:
Sommer Gonzalez
F1BB2678FEF264D7...
Sommer Gonzalez
Senior Human Resources Analyst

DocuSigned by:
Naunihal Singh
DFACA8FB796C448...
Naunihal Singh,
Interim Chief Operating Officer

DocuSigned by:
Jayden Sangha
EB877CF2B710470...
Jayden Sangha,
Deputy Director – Controller

FOR AFSCME:

Signed by:
Randeep Sangha
E42FCEBE40CC4BC...
Randeep Sangha,
President, AFSCME Local 1101

DocuSigned by:
Astrid Canales
9623D4D70A26445...
Astrid Canales,
Vice President, AFSCME Local 1101

DocuSigned by:
Manuel Berrayo
0B2FF25158E649E...
Manuel Berrayo,
Secretary, AFSCME Local 1101

Signed by:
Wendy Pelletier
F4DF737589B5419...
Wendy Pelletier,
Business Agent, AFSCME Local 1101

Appendix A
Classifications Listing

SAP	Class Title	SAP	Class Title
1008	Accountant III	7077	Principal Cloud Administrator
5176	Accounts Payable Support Supervisor	7255	Principal Data Warehouse Administrator
1022	Assistant Supt, Service Management	1242	Principal Construction Inspector
7175	Assistant Supt, Dispatch	5775	Principal Environmental Planner
3280	Associate Financial Analyst	1244	Principal Transp Planner-Prorgmg & Grants
1151	Associate Land Surveyor	1245	Principal Transportation Planner
1033	Associate Management Analyst	1255	Purchasing Manager
5400	Business Diversity Program Manager	1256	Quality Assurance & Warranty Manager
1064	Community Outreach Supervisor	1260	Revenue Services Manager
5350	Construction Contract Compliance Officer	1855	Sales and Promotion Supervisor
6725	Contracts Compliance Manager	1269	Sr Accountant
1074	Contracts Manager	1274	Sr Construction Contracts Administrator
1079	Creative Services Manager	1276	Sr Contracts Administrator
1313	Customer Services Supervisor	1279	Sr Environmental Planner
7075	Electronic Communications Administrator	2505	Sr Financial Analyst
7078	Emergency Preparedness Manager	2105	Sr Land Surveyor
1121	Environmental Health and Safety Supervisor	1285	Sr Management Analyst
1127	Facilities Maintenance Coordinator	1290	Sr Real Estate Agent
7176	Fare Inspector Supervisor	6850	Sr Real Estate Agent-Transit Oriented Dv
1578	Financial Analyst	1296	Sr Transportation Planner
1171	Information Systems Supervisor	3555	Sr Transportation Plnr – Model/Analysis
1176	Investment Program Manager	1298	Sr Transportation Plnr - Prorgmg & Grants
1186	Light Rail Equipment Superintendent	4032	Supervising Maintenance Instructor - LR
1188	Light Rail Power Supervisor	1302	Supervising Maintenance Instructor-Bus
1190	Light Rail Signal Supervisor	1306	Survey and Mapping Manager
1192	Light Rail Technical Trainer	1308	Technical Trainer
1193	Light Rail Technical Training Supervisor	1309	Technical Training Supervisor
1194	Light Rail Track Maintenance Supervisor	3630	Technology Infrastructure Supervisor
1196	Light Rail Way, Power & Signal Supt	7250	Transit Capital Planning Manager
5150	LR Way, Power, and Signal Supervisor	1375	Transit Division Supervisor
1199	Maintenance Instructor - Bus	1317	Transit Maintenance Supervisor
1200	Maintenance Instructor - Light Rail	1322	Transit Safety Officer
1201	Maintenance Superintendent	7251	Transit Scheduling Manager
1203	Management Aide	4030	Transit Service Development Supervisor
1205	Management Analyst	1980	Transit Systems Safety Supv
1210	Manager, Market Development	1780	Transportation Engineering Manager
3805	Manager, Ops Analysis, Rpt & Systems	1337	Transportation Superintendent
1214	Materials Manager	3830	Transportation Superintendent, Svc Mgt
1060	Office Support Supervisor	1338	Transportation Supervisor
3655	Operations Systems Supervisor	1341	Utilities Coordination Manager
1191	Passenger Facilities & Wayside Mtce Supv	1345	Vehicle Parts Supervisor
5175	Payroll Support Supervisor	1329	Warranty Coordinator

Appendix B
Salary Table for AFSCME Job Classifications Effective April 14, 2025

Salary Range	SAP Job #	Class Title	Bi-Weekly Rates				
			Step 1	Step 2	Step 3	Step 4	Step 5
AF04	1008	Accountant III	4,529.80	4,755.00	4,991.28	5,241.68	5,503.16
AF04	5176	Accounts Payable Support Supervisor	4,529.80	4,755.00	4,991.28	5,241.68	5,503.16
AF08	1022	Assistant Supt, Service Management	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF07	7175	Assistant Supt, Dispatch	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60
AF02	3280	Associate Financial Analyst	3,724.96	3,910.80	4,106.12	4,312.44	4,529.80
AF04	1151	Associate Land Surveyor	4,529.80	4,755.00	4,991.28	5,241.68	5,503.16
AF02	1033	Associate Management Analyst	3,724.96	3,910.80	4,106.12	4,312.44	4,529.80
AF08	5400	Business Diversity Program Manager	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF05	1064	Community Outreach Supervisor	4,755.00	4,991.28	5,241.68	5,503.16	5,778.80
AF07	5350	Construction Contract Compliance Officer	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60
AF11	6725	Contracts Compliance Manager	6,372.60	6,690.76	7,026.20	7,377.44	7,746.00
AF10	1074	Contracts Manager	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF08	1079	Creative Services Manager	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF04	1313	Customer Services Supervisor	4,529.80	4,755.00	4,991.28	5,241.68	5,503.16
AF05	7075	Electronic Communications Administrator	4,755.00	4,991.28	5,241.68	5,503.16	5,778.80
AF10	7078	Emergency Preparedness Manager	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF06	1121	Environmental Health and Safety Supervisor	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60
AF07	1127	Facilities Maintenance Coordinator	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60
AF05	7176	Fare Inspector Supervisor	4,755.00	4,991.28	5,241.68	5,503.16	5,778.80
AF04	1578	Financial Analyst	4,529.80	4,755.00	4,991.28	5,241.68	5,503.16
AF10	1171	Information Systems Supervisor	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF10	1176	Investment Program Manager	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF09	1186	Light Rail Equipment Superintendent	5,778.80	6,068.60	6,372.60	6,690.76	7,026.20
AF08	1188	Light Rail Power Supervisor	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF07	1190	Light Rail Signal Supervisor	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60
AF06	1192	Light Rail Technical Trainer	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60
AF08	1193	Light Rail Technical Training Supervisor	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF06	1194	Light Rail Track Maintenance Supervisor	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60
AF09	1196	Light Rail Way, Power & Signal Supt	5,778.80	6,068.60	6,372.60	6,690.76	7,026.20
AF08	5150	LR Way, Power, and Signal Supervisor	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF06	1199	Maintenance Instructor - Bus	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60
AF06	1200	Maintenance Instructor - Light Rail	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60
AF09	1201	Maintenance Superintendent	5,778.80	6,068.60	6,372.60	6,690.76	7,026.20
AF01	1203	Management Aide	3,443.00	3,616.28	3,795.84	3,986.40	4,186.44
AF04	1205	Management Analyst	4,529.80	4,755.00	4,991.28	5,241.68	5,503.16
AF10	1210	Manager, Market Development	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF10	3805	Manager, Ops Analysis, Rpt & Systems	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF10	1214	Materials Manager	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF03	1060	Office Support Supervisor	3,910.80	4,106.12	4,312.44	4,529.80	4,755.00
AF06	3655	Operations Systems Supervisor	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60
AF05	1191	Passenger Facilities & Wayside Mtce Supv	4,755.00	4,991.28	5,241.68	5,503.16	5,778.80
AF04	5175	Payroll Support Supervisor	4,529.80	4,755.00	4,991.28	5,241.68	5,503.16
AF09	7077	Principal Cloud Administrator	5,778.80	6,068.60	6,372.60	6,690.76	7,026.20
AF09	7255	Principal Data Warehouse Administrator	5,778.80	6,068.60	6,372.60	6,690.76	7,026.20
AF07	1242	Principal Construction Inspector	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60
AF10	5775	Principal Environmental Planner	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF10	1244	Principal Transp Planner-Prorgmg & Grants	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF10	1245	Principal Transportation Planner	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF10	1255	Purchasing Manager	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF10	1256	Quality Assurance & Warranty Manager	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF09	1260	Revenue Services Manager	5,778.80	6,068.60	6,372.60	6,690.76	7,026.20
AF05	1855	Sales and Promotion Supervisor	4,755.00	4,991.28	5,241.68	5,503.16	5,778.80
AF08	1269	Sr Accountant	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF07	1274	Sr Construction Contracts Administrator	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60
AF07	1276	Sr Contracts Administrator	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60
AF08	1279	Sr Environmental Planner	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF06	2505	Sr Financial Analyst	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60
AF07	2105	Sr Land Surveyor	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60
AF06	1285	Sr Management Analyst	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60
AF10	1290	Sr Real Estate Agent	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF10	6850	Sr Real Estate Agent-Transit Oriented Dv	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF08	1296	Sr Transportation Planner	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF08	3555	Sr Transportation Plnr - Model/Analysis	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF08	1298	Sr Transportation Plnr - Prorgmg & Grants	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF08	4032	Supervising Maintenance Instructor - LR	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF08	1302	Supervising Maintenance Instructor-Bus	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF10	1306	Survey and Mapping Manager	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44

Appendix B
Salary Table for AFSCME Job Classifications Effective April 14, 2025

Salary Range	SAP Job #	Class Title	Bi-Weekly Rates				
			Step 1	Step 2	Step 3	Step 4	Step 5
AF06	1308	Technical Trainer	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60
AF08	1309	Technical Training Supervisor	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76
AF10	3630	Technology Infrastructure Supervisor	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF11	7250	Transit Capital Planning Manager	6,372.60	6,690.76	7,026.20	7,377.44	7,746.00
AF05	1375	Transit Division Supervisor	4,755.00	4,991.28	5,241.68	5,503.16	5,778.80
AF07	1317	Transit Maintenance Supervisor	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60
AF05	1322	Transit Safety Officer	4,755.00	4,991.28	5,241.68	5,503.16	5,778.80
AF09	7251	Transit Scheduling Manager	5,778.80	6,068.60	6,372.60	6,690.76	7,026.20
AF06	4030	Transit Service Development Supervisor	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60
AF07	1980	Transit Systems Safety Supv	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60
AF13	1780	Transportation Engineering Manager	6,690.76	7,026.20	7,377.44	7,746.00	8,133.44
AF09	1337	Transportation Superintendent	5,778.80	6,068.60	6,372.60	6,690.76	7,026.20
AF10	3830	Transportation Superintendent, Svc Mgt	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44
AF06	1338	Transportation Supervisor	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60
AF07	1341	Utilities Coordination Manager	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60
AF05	1345	Vehicle Parts Supervisor	4,755.00	4,991.28	5,241.68	5,503.16	5,778.80
AF07	1329	Warranty Coordinator	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60

Appendix C
Salary Table for AFSCME Job Classification Effective April 14, 2025

Grade	Hourly Rates					Bi-Weekly Rates					Monthly Rates		Annual	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step1	Step2	Step3	Step4	Step5	Step 1	Step 5	Min	Max
AF01	43.04	45.20	47.45	49.83	52.33	3,443.00	3,616.28	3,795.84	3,986.40	4,186.44	7,459.84	9,070.61	89,518.08	108,847.36
AF02	46.56	48.88	51.33	53.91	56.62	3,724.96	3,910.80	4,106.12	4,312.44	4,529.80	8,070.74	9,814.57	96,848.90	117,774.88
AF03	48.88	51.33	53.91	56.62	59.44	3,910.80	4,106.12	4,312.44	4,529.80	4,755.00	8,473.39	10,302.51	101,680.68	123,630.12
AF04	56.62	59.44	62.39	65.52	68.79	4,529.80	4,755.00	4,991.28	5,241.68	5,503.16	9,814.57	11,923.51	117,774.88	143,082.16
AF05	59.44	62.39	65.52	68.79	72.24	4,755.00	4,991.28	5,241.68	5,503.16	5,778.80	10,302.51	12,520.74	123,630.12	150,248.84
AF06	62.39	65.52	68.79	72.24	75.86	4,991.28	5,241.68	5,503.16	5,778.80	6,068.60	10,814.45	13,148.63	129,773.34	157,783.54
AF07	65.52	68.79	72.24	75.86	79.66	5,241.68	5,503.16	5,778.80	6,068.60	6,372.60	11,356.98	13,807.30	136,283.76	165,687.60
AF08	68.79	72.24	75.86	79.66	83.63	5,503.16	5,778.80	6,068.60	6,372.60	6,690.76	11,923.51	14,496.64	143,082.16	173,959.68
AF09	72.24	75.86	79.66	83.63	87.83	5,778.80	6,068.60	6,372.60	6,690.76	7,026.20	12,520.74	15,223.43	150,248.84	182,681.16
AF10	75.86	79.66	83.63	87.83	92.22	6,068.60	6,372.60	6,690.76	7,026.20	7,377.44	13,148.63	15,984.45	157,783.54	191,813.38
AF11	79.66	83.63	87.83	92.22	96.83	6,372.60	6,690.76	7,026.20	7,377.44	7,746.00	13,807.30	16,783.01	165,687.60	201,396.08
AF12	80.44	84.46	88.69	93.12	97.77	6,435.56	6,756.88	7,095.48	7,449.88	7,821.60	13,943.72	16,946.80	167,324.60	203,361.62
AF13	83.63	87.83	92.22	96.83	101.67	6,690.76	7,026.20	7,377.44	7,746.00	8,133.44	14,496.64	17,622.46	173,959.68	211,469.56

The table amounts are approximate pending final calculation within SAP. If there is a discrepancy between this listing and the data in SAP, the data in SAP will be considered correct.

Appendix C
Salary Table for AFSCME Job Classification Effective April 13, 2026

Grade	Hourly Rates					Bi-Weekly Rates					Monthly Rates		Annual	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step1	Step2	Step3	Step4	Step5	Step 1	Step 5	Min	Max
AF01	44.54	46.79	49.11	51.57	54.16	3,563.51	3,742.85	3,928.70	4,125.93	4,332.96	7,720.93	9,388.08	92,651.22	112,657.01
AF02	48.19	50.60	53.12	55.79	58.60	3,855.33	4,047.67	4,249.83	4,463.38	4,688.35	8,353.22	10,158.08	100,238.61	121,897.00
AF03	50.60	53.12	55.79	58.60	61.52	4,047.67	4,249.83	4,463.38	4,688.35	4,921.43	8,769.96	10,663.10	105,239.50	127,957.18
AF04	58.60	61.52	64.57	67.81	71.20	4,688.35	4,921.43	5,165.98	5,425.14	5,695.77	10,158.08	12,340.84	121,897.00	148,090.04
AF05	61.52	64.57	67.81	71.20	74.76	4,921.43	5,165.98	5,425.14	5,695.77	5,981.06	10,663.10	12,958.96	127,957.18	155,507.55
AF06	64.57	67.81	71.20	74.76	78.51	5,165.98	5,425.14	5,695.77	5,981.06	6,281.00	11,192.95	13,608.83	134,315.41	163,305.96
AF07	67.81	71.20	74.76	78.51	82.45	5,425.14	5,695.77	5,981.06	6,281.00	6,595.64	11,754.47	14,290.56	141,053.69	171,486.67
AF08	71.20	74.76	78.51	82.45	86.56	5,695.77	5,981.06	6,281.00	6,595.64	6,924.93	12,340.84	15,004.02	148,090.04	180,048.27
AF09	74.76	78.51	82.45	86.56	90.90	5,981.06	6,281.00	6,595.64	6,924.93	7,272.12	12,958.96	15,756.25	155,507.55	189,075.00
AF10	78.51	82.45	86.56	90.90	95.45	6,281.00	6,595.64	6,924.93	7,272.12	7,635.65	13,608.83	16,543.90	163,305.96	198,526.85
AF11	82.45	86.56	90.90	95.45	100.21	6,595.64	6,924.93	7,272.12	7,635.65	8,017.11	14,290.56	17,370.41	171,486.67	208,444.95
AF12	83.26	87.42	91.80	96.38	101.19	6,660.81	6,993.37	7,343.83	7,710.63	8,095.36	14,431.75	17,539.94	173,180.96	210,479.28
AF13	86.56	90.90	95.45	100.21	105.23	6,924.93	7,272.12	7,635.65	8,017.11	8,418.12	15,004.02	18,239.25	180,048.27	218,871.00

The table amounts are approximate pending final calculation within SAP. If there is a discrepancy between this listing and the data in SAP, the data in SAP will be considered correct.

Appendix C
Salary Table for AFSCME Job Classification Effective April 12, 2027

Grade	Hourly Rates					Bi-Weekly Rates					Monthly Rates		Annual	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step1	Step2	Step3	Step4	Step5	Step 1	Step 5	Min	Max
AF01	45.88	48.19	50.58	53.12	55.79	3,670.41	3,855.13	4,046.56	4,249.71	4,462.95	7,952.56	9,669.73	95,430.75	116,036.72
AF02	49.64	52.11	54.72	57.47	60.36	3,970.99	4,169.10	4,377.33	4,597.28	4,829.00	8,603.81	10,462.83	103,245.77	125,553.91
AF03	52.11	54.72	57.47	60.36	63.36	4,169.10	4,377.33	4,597.28	4,829.00	5,069.07	9,033.06	10,982.99	108,396.68	131,795.89
AF04	60.36	63.36	66.51	69.85	73.33	4,829.00	5,069.07	5,320.96	5,587.90	5,866.64	10,462.83	12,711.06	125,553.91	152,532.74
AF05	63.36	66.51	69.85	73.33	77.01	5,069.07	5,320.96	5,587.90	5,866.64	6,160.49	10,982.99	13,347.73	131,795.89	160,172.78
AF06	66.51	69.85	73.33	77.01	80.87	5,320.96	5,587.90	5,866.64	6,160.49	6,469.43	11,528.74	14,017.10	138,344.87	168,205.14
AF07	69.85	73.33	77.01	80.87	84.92	5,587.90	5,866.64	6,160.49	6,469.43	6,793.51	12,107.11	14,719.27	145,285.31	176,631.27
AF08	73.33	77.01	80.87	84.92	89.16	5,866.64	6,160.49	6,469.43	6,793.51	7,132.68	12,711.06	15,454.14	152,532.74	185,449.71
AF09	77.01	80.87	84.92	89.16	93.63	6,160.49	6,469.43	6,793.51	7,132.68	7,490.28	13,347.73	16,228.94	160,172.78	194,747.25
AF10	80.87	84.92	89.16	93.63	98.31	6,469.43	6,793.51	7,132.68	7,490.28	7,864.72	14,017.10	17,040.22	168,205.14	204,482.65
AF11	84.92	89.16	93.63	98.31	103.22	6,793.51	7,132.68	7,490.28	7,864.72	8,257.63	14,719.27	17,891.52	176,631.27	214,698.29
AF12	85.76	90.04	94.55	99.27	104.23	6,860.63	7,203.17	7,564.14	7,941.95	8,338.22	14,864.70	18,066.14	178,376.39	216,793.66
AF13	89.16	93.63	98.31	103.22	108.38	7,132.68	7,490.28	7,864.72	8,257.63	8,670.66	15,454.14	18,786.43	185,449.71	225,437.13

The table amounts are approximate pending final calculation within SAP. If there is a discrepancy between this listing and the data in SAP, the data in SAP will be considered correct.

Appendix C
Salary Table for AFSCME Job Classification Effective April 10, 2028

Grade	Hourly Rates					Bi-Weekly Rates					Monthly Rates		Annual	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step1	Step2	Step3	Step4	Step5	Step 1	Step 5	Min	Max
AF01	47.72	50.12	52.61	55.25	58.02	3,817.23	4,009.34	4,208.42	4,419.69	4,641.47	8,270.67	10,056.52	99,247.98	120,678.19
AF02	51.62	54.20	56.91	59.76	62.78	4,129.83	4,335.87	4,552.42	4,781.17	5,022.16	8,947.97	10,881.34	107,375.60	130,576.07
AF03	54.20	56.91	59.76	62.78	65.90	4,335.87	4,552.42	4,781.17	5,022.16	5,271.84	9,394.38	11,422.31	112,732.55	137,067.73
AF04	62.78	65.90	69.17	72.64	76.27	5,022.16	5,271.84	5,533.79	5,811.41	6,101.31	10,881.34	13,219.50	130,576.07	158,634.05
AF05	65.90	69.17	72.64	76.27	80.09	5,271.84	5,533.79	5,811.41	6,101.31	6,406.91	11,422.31	13,881.64	137,067.73	166,579.69
AF06	69.17	72.64	76.27	80.09	84.10	5,533.79	5,811.41	6,101.31	6,406.91	6,728.21	11,989.89	14,577.78	143,878.67	174,933.35
AF07	72.64	76.27	80.09	84.10	88.32	5,811.41	6,101.31	6,406.91	6,728.21	7,065.25	12,591.39	15,308.04	151,096.72	183,696.52
AF08	76.27	80.09	84.10	88.32	92.72	6,101.31	6,406.91	6,728.21	7,065.25	7,417.99	13,219.50	16,072.31	158,634.05	192,867.70
AF09	80.09	84.10	88.32	92.72	97.37	6,406.91	6,728.21	7,065.25	7,417.99	7,789.89	13,881.64	16,878.09	166,579.69	202,537.14
AF10	84.10	88.32	92.72	97.37	102.24	6,728.21	7,065.25	7,417.99	7,789.89	8,179.31	14,577.78	17,721.83	174,933.35	212,661.96
AF11	88.32	92.72	97.37	102.24	107.35	7,065.25	7,417.99	7,789.89	8,179.31	8,587.93	15,308.04	18,607.19	183,696.52	223,286.23
AF12	89.19	93.64	98.33	103.25	108.40	7,135.06	7,491.30	7,866.71	8,259.63	8,671.75	15,459.29	18,788.78	185,511.45	225,465.40
AF13	92.72	97.37	102.24	107.35	112.72	7,417.99	7,789.89	8,179.31	8,587.93	9,017.49	16,072.31	19,537.88	192,867.70	234,454.61

The table amounts are approximate pending final calculation within SAP. If there is a discrepancy between this listing and the data in SAP, the data in SAP will be considered correct.

Appendix D Classifications

Safety Shoes

ELIGIBLE FOR NEW SHOE VOUCHER EVERY YEAR*	ELIGIBLE FOR NEW SHOE VOUCHER UPON REQUEST NO MORE FREQUENTLY THAN EVERY TWO (2) YEARS
Assistant Superintendent of Service Management	Environmental Health and Safety Supervisor
Facilities Maintenance Coordinator-Maintenance Divisions and Bus Stop Maintenance	Facilities Maintenance Coordinator-River Oaks
Fare Inspector Supervisor	Light Rail Technical Trainer
Light Rail Equipment Superintendent	Light Rail Technical Trainer Supervisor
Light Rail Power Supervisor	Maintenance Instructor-Light Rail
Light Rail Signal Supervisor	Material and Warranty Manager
Light Rail Track Maintenance Supervisor	Supervising Maintenance Instructor- Bus
Light Rail-Way, Power and Signal Superintendent	Supervising Maintenance Instructor- Rail
Maintenance Instructor- Bus	Survey and Mapping Manager
Maintenance Superintendent	Technology Infrastructure Supervisor
Passenger Facilities and Wayside Maintenance Supervisor	Transit Division Supervisor-Light Rail Division
Transit Maintenance Supervisor Bus and Light Rail	Transit Safety Officer
Transportation Engineering Manager	Transit System Safety Supervisor
Transportation Superintendent of Service Management	Transportation Superintendent-Light Rail Division
Transportation Supervisor	Warranty Coordinator
Vault Room Worker, Supervising/OSS	
Vehicle Parts Supervisor	

Appendix E

AFSCME Eligible Classifications

Rain Gear

Assistant Superintendent of Service Management
Environmental Health and Safety Supervisor
Facilities Maintenance Coordinator
Infrastructure Systems Supervisor
Light Rail Power Supervisor
Light Rail Signal Supervisor
Light Rail Technical Trainer
Light Rail Technical Trainer Supervisor
Light Rail Track Maintenance Supervisor
Light Rail-Way, Power & Signal Supervisor
Passenger Facilities & Wayside Maintenance Supervisor
Survey and Mapping Manager
Technology Infrastructure Supervisor
Transit Safety Officer
Transit Systems Safety Supervisor
Transportation Engineering Manager
Transportation Superintendent-Service Management
Transportation Supervisor

Memorandum of Agreement
November 27, 2023
Page 1 of 2

MEMORANDUM OF AGREEMENT

November 27, 2023

This is a Memorandum of Agreement (Agreement) between The Santa Clara Valley Transportation Authority (VTA) and the American Federation of State County and Municipal Employees, Local 1101 (AFSCME) to clarify the parties' understanding concerning AFSCME represented employees who serve on a Culture & Climate Workstream committee ("workstream participants") as part of the Culture & Climate Transportation Program. This Agreement does not set precedent and may not be cited in any other case.

The following represents the terms of the Agreement:

- 1) Workstream participants' pay codes will be as follows:
 - "AML" will be used for applicable Short Rest time directly resulting from time spent on workstreams.
 - The time codes above are considered excused absences. Participation in workstream meetings will not negatively impact the employee's attendance & other accruals.
- 2) The direct supervisor of the participating employee will be required to track the amount of time spent participating in workstream meetings, to be provided to the employee as compensatory time as specified below;
- 3) Workstream participants must provide advanced notification of scheduled workstream meetings to their supervisor. An email notification must be sent to their supervisor no later than 10:00AM one (1) business day prior to the meeting;
- 4) Workstream participants must provide advanced notification for missed workstream meetings to the committee workstream lead;
- 5) On scheduled work days, workstream participants will be excused from their regular work to attend committee meetings and will be paid for actual time participating in meetings;
- 6) Workstream participants who attend a committee meeting on their work day off (WDO) and have not signed up to perform work on their day off will be reimbursed as follows:
 - Exempt employees who participate in committee meetings which are four (4) hours or less will receive four (4) hours of compensatory time computed at the rate of one and one-half (1 ½) hours. Travel time is not included, and employees will not be eligible for additional time spent travelling to and from meetings.
 - Exempt employees attending meetings that are longer than four (4) hours will receive compensatory time equal to one and one-half (1 ½) times every hour spent participating in committee meetings. Travel time is not included, and employees will not be eligible for additional time spent travelling to and from meetings.

Memorandum of Agreement


November 27, 2023

Page 2 of 2

- Non-Exempt employees who participate in committee meetings which are four (4) hours or less will receive four (4) hours of overtime pay at the rate of one and one-half (1 ½) times the regular hourly rate. Travel time is not included, and employees will not be eligible for additional time spent travelling to and from meetings.
 - Non-Exempt employees attending meetings that are longer than four (4) hours will receive overtime pay at the rate of one and one-half (1 ½) times the regular hourly rate for actual time spent participating in committee meetings. Travel time is not included, and employees will not be eligible for additional time spent travelling to and from meetings
 - Employees may reserve the right to opt out of participating in the meeting in order to not work on their day off, but notice must be provided to their supervisor.
- 7) On a case-by-case basis, VTA, AFSCME and the Employee may mutually agree to adjust an employee’s schedule to facilitate attendance at a committee meeting; Employees are required to get prior approval from their supervisor before working adjusted schedule;
 - 8) This Agreement and the treatment of the underlying case pursuant to this Agreement shall be inadmissible and without precedential effect in any other case.


For VTA:

For AFSCME Local 1101:

DocuSigned by:

F038D6B733A6472...

 Linda Durham
 Employee Relations Manager

Date: 11/27/2023

DocuSigned by:

E12FCEBE10CC4BC...

 Randeep Sangha
 AFSCME President

Date: 11/27/2023

cc: Employee Relations

RETIREMENT HEALTH SAVINGS ACCOUNT
SIDE LETTER

The parties agree to consider the creation of a Retirement Health Savings Plan. The parties will meet and discuss the details of creating the new plan. If AFSCME fails to implement the required steps and/or fails to bring a valid proposal in writing to VTA prior to January 1, 2014, this Side-Letter will sunset on January 1, 2014.




MEMORANDUM OF UNDERSTANDING
SECTION 11.4(c) FLOATING HOLIDAYS

This Memorandum of Understanding between the American Federation of State and Municipal Employees, Local 1101 (AFSCME), and the Santa Clara Valley Transportation Authority (VTA), clarifies the understanding concerning Floating Holidays provided under Section 11.4(c) of the Collective Bargaining Agreement.

The list of understandings will be applied as follows:


- Floating Holidays are provided to members of the AFSCME bargaining unit at a rate of one (1) per fiscal year (July 1st – June 30th).
- All other provisions of Section 11.4(c) remain in full force and effect.

FOR VTA:

DocuSigned by:

 F035D6B733A6472... 2/14/2023

Linda Durham Date
 Employee Relations Manager

FOR AFSCME:

DocuSigned by:

 54AA84546C664DC... 2/14/2023

Steve Jovel Date
 President

cc: Employee Relations
 AFSCME Local 1101/with Proof of Service
 Division Employee File

<u>Subject</u>	<u>Article</u>	<u>Section</u>	<u>Page</u>
401(a) Money Purchase Plan	13	13.2	23
Administrative Time Off	11	11.3	13
Advance Notice	6	6.1	4
Alternate Work Week	16	16.2	25
Arbitrator Selection	21	21.5	31
Arbitrator's Decision	21	21.6	31
Benefits Coverage	12	12.3	19
Benefits Programs	12	--	17
Bidding, Field/OCC Supervisor Shift (Sign-Up)	18	--	26
Bilingual Pay	10	10.2	10
Bulletin Boards	6	6.2	5
Changes to Classes (aka: Classifications)	19	19.5	27
Classification Specifications	6	6.8	6
Conflict of Interest	7	--	7
Continuous Dispute Resolution	21	21.8	32
Deferred Compensation Plan	13	13.4	23
Demotions	17	(3.)	26
Dental Benefits	12	12.2.b	18
Discipline and Discharge	20	--	28
Distribution (of materials)	6	6.3	5
Driver's License Fee Reimbursement	12	12.8	21
Employee Lists	6	6.6	5
Executive Board and Stewards	5	5.2	3
Executive Board and Stewards, Notification of	5	5.2.a	3
Facility Use	6	6.5	5
Floating Holidays	14	11.4.c	15
Free Transportation	12	12.10	22
Grievance Defined	21	21.1	30
Grievance Presentation	21	21.4	30
Grievance Procedure	21	--	30
Grievance Procedure, continued	21	21.7	31
Grievance, Matters Excluded from Consideration	21	21.3	30
Grievance/Discipline Investigation	5	5.2.d	3
Grievance/Discipline Related Employee Release	5	5.2.c	3
Grievance/Discipline Related Release Time	5	5.2.b	3
Health Benefits	12	12.1	17
Hours of Work	10	--	10

<u>Subject</u>	<u>Article</u>	<u>Section</u>	<u>Page</u>
Integration of Pay	12	12.5	20
Joint Union and Management Cooperation Clause	3	3.1	1
Just Cause	21	21.2	30
Labor Management Committee (LMC)	15	--	24
Layoff	19	--	26
Layoff, continued	19	19.8	27
Layoff, Notice of	19	19.6	27
Layoff, Order of	19	19.3	27
Layoff, Reassignment in Lieu Of	19	19.7	27
Layoff, Vacancy and Staffing Committee	19	19.1	26
Leave, Approved	11	11.5	15
Leave, Bereavement	11	11.6	16
Leaves	11	--	11
Legal Holidays	11	11.4	14
Life Insurance Benefits	12	12.2.c	18
Management Rights	4	--	2
Meetings with Management	5	5.1b/5.2.f	2/4
Membership Rights	3	--	1
Negotiating Committee	5	5.4	4
New Employees	6	6.11	6
New Employees, Probationary Period	8	8.1	7
Non-Discrimination	2	--	1
Official Representatives	5	5.1	2
Official Representatives, Meetings with Management	5	5.1.b	2
Official Representatives, Notification of	5	5.1.a	2
Official Representatives, Number for Release	5	5.1.c	3
Official Representatives, Visits by	6	6.4	5
Overtime Work	10	10.1	10
Pay Practices	9	--	8
Payroll Deduction	3	3.2	2
PERS	13	13.1	23
Personnel Records	6	6.7	5
Preamble	--	--	1
President and Vice-President	5	5.3	4
Printing of Agreement	23	23.1	33
Probationary Period, New Employees	8	8.1	7
Probationary Periods, Subsequent	8	8.2	7
Professional Development Committee	14	--	24
Promotions	17	(1.)	26
Public Employees Organized to Promote Legislative Equality	3	3.3	2

<u>Subject</u>	<u>Article</u>	<u>Section</u>	<u>Page</u>
Recognition	1	--	1
Reemployment List	19	19.9	28
Reemployment List, Names Dropped From	19	19.11	28
Reimbursement, Driver's License Fee	12	12.8	21
Retirement Program Meetings	13	13.3	23
Retirement Programs	13	--	23
Rights Restored (following recall from layoff)	19	19.12	28
Safety Shoes	12	12.6	21
Salaries	9	9.1	8
Salary Review	9	9.3	10
Salary, Basic Pay Plan	9	9.2	8
Salary, Demotion/Downward Reclassification	9	9.2.g	9
Salary, Promotional Increases	9	9.2.f	9
Salary Compaction Prevention Clause	9	9.2.i	9
Seniority Defined	19	19.2	26
Seniority Lists	6	6.10	6
Sick Leave	11	11.2	12
Specific Skills	19	19.4	27
Steward Council Meetings	5	5.2.e	3
Stewards, Executive Board Officers and	5	5.2	3
Stewards, Notification of Executive Board Officers and	5	5.2.a	3
STO	11	11.1	11
Strikes and Lockouts	22	--	32
Temporary Work for Laid Off Workers	19	19.10	28
Temporary Upgrade Pay	16	16.1	25
Term of Agreement	23	--	33
Transfer, Lateral	17	(2.)	26
Transportation, Free	12	12.10	22
Tuition Reimbursement and Professional Development Program	12	12.9	22
Turnover List	6	6.9	6
Uniform Allowance	12	12.7	21
Union Notices and Activities	6	--	4
Union Rights	5	--	2
Vision Benefits	12	12.2.a	18
Wage Replacement Benefits	12	12.5	20
Wellness Program	12	12.11	22
Worker's Compensation	12	12.4	19

2025 Calendar

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

01: New Year's Day
20: Martin Luther King Jr. Day

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

17: Presidents' Day

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

31: Cesar Chavez Day (SEIU)

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

26: Memorial Day

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

19: Juneteenth

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

04: Independence Day

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

01: Labor Day

October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

13: Columbus Day

November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

11: Veterans' Day
27: Thanksgiving
28: Day after Thanksgiving

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

25: Christmas Day

2026 Calendar

January 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

01: New Year's Day
19: Martin Luther King Jr. Day

February 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

16: Presidents' Day

March 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

31: Cesar Chavez Day (SEIU)

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25: Memorial Day

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19: Juneteenth

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

03: Independence Day (observed)

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

07: Labor Day

October 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12: Columbus Day

November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

11: Veterans' Day
26: Thanksgiving
27: Day after Thanksgiving

December 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

25: Christmas Day

2027 Calendar

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

01: New Year's Day
18: Martin Luther King Jr. Day

February 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

15: Presidents' Day

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

31: Cesar Chavez Day (SEIU)

April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

31: Memorial Day

June 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

19: Juneteenth (observed)

July 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

05: Independence Day (observed)

August 2027						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2027						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

06: Labor Day

October 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11: Columbus Day

November 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11: Veterans' Day
25: Thanksgiving
26: Day after Thanksgiving

December 2027						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

24: Christmas Day (observed)

2028 Calendar

January 2028						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

01: New Year's Day
17: Martin Luther King Jr.
 Day

February 2028						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

21: Presidents' Day

March 2028						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

31: Cesar Chavez Day (SEIU)

April 2028						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2028						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

29: Memorial Day

June 2028						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

19: Juneteenth

July 2028						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

04: Independence Day

August 2028						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2028						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

04: Labor Day

October 2028						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

09: Columbus Day

November 2028						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

10: Veterans' Day
23: Thanksgiving
24: Day after Thanksgiving

December 2028						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25: Christmas Day

2029 Calendar

January 2029						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

01: New Year's Day
15: Martin Luther King Jr. Day

February 2029						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

19: Presidents' Day

March 2029						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

31: Cesar Chavez Day (SEIU)

April 2029						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2029						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

28: Memorial Day

June 2029						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

19: Juneteenth

July 2029						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

04: Independence Day

August 2029						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2029						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

03: Labor Day

October 2029						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

08: Columbus Day

November 2029						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

12: Veterans' Day
22: Thanksgiving
23: Day after Thanksgiving

December 2029						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

25: Christmas Day

HOW TO CONTACT YOUR UNION

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Oakland, CA. 94621
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Randeep Sangha, President
(408) 952-6849

Email:
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