

**Agreement
Between**



**Service Workers Local 521
Service Employees International Union
Santa Clara Valley Transportation Authority Chapter**

And



Santa Clara Valley Transportation Authority

January 1, 2025 through December 31, 2028

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PREAMBLE

This Memorandum of Agreement, including Appendices A through G is entered into by the Santa Clara Valley Transportation Authority (VTA) and Service Workers Local 521 Valley Transportation Authority Chapter, Service Employees International Union, (Union). This Memorandum of Agreement is the successor Agreement to the Memorandum of Agreement between VTA and the Union dated January 1, 2022 and extended through December 31, 2024. This former agreement was in full effect during the time the parties were in negotiations from December 1, 2024, through April 8, 2025.

VTA and the Union acknowledge that Public Utilities Code Sections 100308 and 100309 were enacted effective January 1, 1995, pursuant to Chapter 254, Statutes 1994 (“AB 2442”), and that pursuant thereto certain employees formerly employed by the County of Santa Clara were hired by VTA, and this Memorandum of Agreement, and its appendices, are intended to, and do, among other things, implement the provisions of Sections 100308 and 100309.

The following shall apply when interpreting this Agreement:

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

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

ARTICLE 1 - RECOGNITION

VTA recognizes Local 521 (Valley Transportation Authority Chapter) as the exclusive bargaining representative for all workers in the classifications listed in Appendix F.

For the purpose of this Agreement, a worker shall be defined as a person employed in a classification covered by this Agreement.

ARTICLE 2 - NO DISCRIMINATION

Section 2.1 - Employment

Neither VTA nor the Union shall discriminate (except as allowed by law) against workers because of race, age, sex, color, disability, creed, national origin, religion, Union activity, affiliations, political opinions, or sexual orientation.

Section 2.2 - Union Affiliation

Neither VTA, nor the Union, shall interfere with, intimidate, restrain, coerce or discriminate against any worker in his/her free choice to participate or join or refuse to participate or join the Union.

Section 2.3 - Affirmative Action

VTA and the Union agree to cooperate to achieve equitable representation of women, minorities, and disabled at all occupational levels designated by Federal, State and VTA Affirmative Action goals and timetables as adopted by the Board of Directors.

Section 2.4 - Americans with Disabilities Act

The parties agree to meet as needed to review compliance with the Americans with Disabilities Act.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Relationship Affirmation

The Union recognizes its obligation to cooperate with VTA to assure maximum service of the highest quality and efficiency to the citizens of Santa Clara County, consonant with its obligations to the workers it represents. VTA and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

Section 3.2 – Open Shop

a) Dues and other employee authorized deductions

VTA will make available payroll deductions to members for Union dues and remit these funds monthly. Workers may also voluntarily elect to have contributions deducted from their paychecks for Local 521 COPE (Committee on Political Education) fund and remit these funds monthly. Such deduction shall be made upon signed authorization from the worker and shall be continued until such authorization is revoked in writing. The Employer shall transmit to the Union such deductions once monthly on a check separate from regular dues deduction.

VTA shall forward all employee checkoff authorizations to the Union as received by employees. These deductions are subject to the following conditions:

- I. Deductions shall be withheld only if the employee so authorizes in writing on the form provided by the Union.
- II. VTA shall honor an employee's check-off authorization, regardless of whether the employee is a member of the Union, unless the authorization is revoked in compliance with the terms of the authorization the employee signed.

The Union agrees to hold harmless VTA from any claims relating to deductions and will defend and indemnify VTA against any such claims.

- b) Financial Documentation
The Union shall submit copies of all Labor-Management Reporting and Disclosure Act Reports within 60 days of filing a report with the Department of Labor to VTA.
- c) Reinstatement
Upon the reinstatement of any worker, or upon the recalling of any worker from layoff status, VTA will resume dues and any other employee's checkoff authorization information to the Union for such unit member in accordance with this Article.
- d) No Fault
The Union agrees to indemnify, defend, and hold VTA harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Article.
- e) Fair Representation
It is recognized that the Union, as the exclusive representative of all unit employees, is required to represent employees fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Memorandum of Understanding or law.

The Union and VTA shall comply with State and Federal laws regarding the payment of Union dues.

Section 3.3 - Reallocations

- a) Allocation to Supervisory Position
When Human Resources reclassifies or reallocates a position that is represented by SEIU, Local 521 to a supervisory unit, such action may be appealed. VTA will notify the Union in writing of its intent to take the action and the reasons. The Union will have fifteen (15) working days following receipt of the notice to file an appeal in writing and the reasons to the Director of Business Services or designee. Prior to conducting a hearing, VTA shall arrange a meeting within five (5) working days (or as mutually agreed upon between the union and VTA) to include the worker whose job is in question, his or her supervisor, a Union representative and a VTA representative to review the contents of the worker's job and the relevant organization structure. The Director of Business Services or designee will conduct a hearing on the appeal within ten (10) working days after the meeting. A decision will be rendered by the Director of Business Services or designee within ten (10) working days following the hearing.

VTA and the Union may agree to combine meetings required in this Article with the meetings required in Article 19, Classification.

b) Vacant Positions

At least fifteen (15) working days prior to changing a vacant 521 position to a position outside a 521 unit, or to creating a new position required to provide first level supervision, VTA will notify the Union and comply with the meet and discuss process. The notification shall include positions to be supervised and an updated proposed organizational chart.

Section 3.4 - Other Deductions

VTA shall deduct other deductions for insurance programs from paychecks of workers under reasonable procedures prescribed by VTA for such deductions which may include workers not within recognized bargaining units of the Union in accordance with procedures that may be established between the parties.

Section 3.5 - Union Notices and Activities

a) Bulletin Boards

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

b) Distribution

The Union may distribute material to workers in its representation units through normal channels.

c) Visits by Union Representatives

Any Representative of the Union shall give notice to the department head or his/her designated representative when entering departmental facilities. The Representative shall be allowed reasonable contact with workers on VTA facilities provided such contact does not interfere with the worker's work. Solicitation for membership or other internal worker organization business shall not be conducted during work time. Pre-arrangement for routine contact may be made on an annual basis.

For this purpose, rest periods are not work time.

d) Facilities

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

e) Names and Addresses of Covered Workers

VTA shall supply the Union with a bi-weekly data processing run of names and addresses and classifications of work of all workers within the representation units. Such list shall be supplied without cost to the Union. Addresses shall not be supplied of those workers who request VTA, in writing, to not provide such information. A copy of such request shall be forwarded to the Union.

f) Notification of Union Coverage

On a weekly basis, VTA shall notify the Union of persons hired in any class covered by this Agreement. The Union will notify new workers that it is the recognized bargaining representative and will present them with a copy of the current Agreement.

g) Report of Transactions

VTA shall supply the Union a data processing run covering the following worker transactions as are currently available on the system: newly hired worker, reinstatement, re-employment, return from leave, return from military leave, miscellaneous promotion, return to former class, voluntary demotion, disciplinary demotion, transfer, title change, suspension, temporary military leave, injury or illness leave, other leave, indefinite military leave, resignation, probationary resignation, probationary release, provisional release, miscellaneous release, dismissal, retirement, death, layoff, and provisional appointments.

Section 3.6 - Union Label

Books, reports, brochures, stationery and other documents produced by workers represented by SEIU, Local 521 and assigned to VTA's internal printing services department will carry the Local Union label in accordance with customary printing trades' practices.

Section 3.7 - Union Label Cards

Local Union label cards shall be displayed on all Union bulletin boards.

Section 3.8 - Printing of Agreement

The parties agree to share equally the cost of printing bound copies of this Agreement. The parties shall receive an equal number of the copies of the printing run. The design and format of the printed Agreement shall be jointly determined by the parties. It is agreed that the contract will be printed not more than 60 days after final agreement on all language.

Section 3.9 - New Worker Orientation

The Union shall be allowed a Representative at VTA orientation for new workers. Such Representative shall be allowed up to 20 minutes to make their presentation and answer questions of workers in classifications represented by their organization. The Union may present packets to represented workers at orientation, such packets being subject to review by VTA. VTA will notify the Union one week in advance of such orientation sessions. All new workers shall be scheduled and entitled to attend VTA orientation.

**ARTICLE 4 - OFFICIAL REPRESENTATIVES, STEWARDS AND
NEGOTIATING COMMITTEE**

Section 4.1 - Official Representatives and Leave of Absence for Union Business

a) Leave of Absence for Union Business

VTA agrees to provide opportunities for designated Union members to take leave from their normal employment from VTA to perform assignments authorized by the Union. When leave for Union Business is taken, the Union shall provide proper notice of such leave. VTA shall not unreasonably deny leave requests of Union Officers, Stewards and other members serving officially on behalf of the Union.

b) Notification of Official Representatives

The Union 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.

One VTA SEIU 521 employee shall be released full time (100% of their work hours) and that employee/SEIU member is the elected Chapter Chair or appointee by mutual agreement if the Chapter chair is unavailable. SEIU shall be responsible for full compensation of the designated employee/member. Any costs expended by VTA in conjunction with the designated employee/member shall be reimbursed by the Union. It is understood by the parties that this individual will support the VTA Chapter members sufficiently as to not require the support of any other Chapter Officer/member on Union business that adversely impacts the business of VTA.

- c) Should requested leave be for a period of 30 days through one year, the Union shall provide VTA with a notice of the request for leave 30 days in advance of the scheduled leave. The leave request shall provide the name of the employee, beginning and ending date of the leave.

Should requested leave be for a period of less than 30 days, including one day, multiple days (up to 30 days), or a partial day, the Union shall provide the notice 48 hours prior to the scheduled date/time of the intended leave.

- d) Meetings with Management

VTA agrees to provide release time for Official Representatives or their designated alternates for attendance at mutually agreed meetings. Each Division shall notify the Union of the person(s) to be contacted for approval of release time.

Management 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).

- e) Number for Release

The parties agree that no more than four Local 521 Official Representatives shall be recognized for the purpose of release time at any single meeting.

- f) VTA agrees to provide release time for attendance at the Board of Directors meetings and/or Board Committee only to:

- Chapter Chairperson or Vice Chairperson and
- Chief Steward and/or Assistant Chief Steward

Section 4.2 - Stewards

- a) Notification of Stewards

The Union agrees to notify VTA of the names of their Stewards not to exceed 20 in number. The Union shall provide periodic listings of workers identified as Stewards. Alternate Stewards may be designated to serve in the absence of the Steward. Management will notify the Union of the appropriate management representatives in each department to be contacted by the Steward in carrying out his/her duties as a Steward.

- b) Grievance Related Release Time

VTA agrees to provide release time for:

1. A meeting with a worker at the worksite of either the Steward or worker concerning a grievance or appeal.
 2. A meeting with Management.
- c) Grievance Related Worker Release
If a worker 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 worker shall obtain approval from his/her immediate supervisor prior to leaving his/her work station.
- d) Grievance Investigation
A reasonable amount of time will be granted the worker and Steward to handle the initial investigation and preparation of a grievance(s). The parties agree that the worker and Steward will use only the amount of time necessary to handle the grievance.
- e) Steward Council Meetings
Local 521 agrees that management 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
The Union agrees, insofar as possible, that meetings with Management will be arranged in advance, with notification to the appropriate level of Management of the Steward and workers planning to attend. Management agrees to arrange for release time with the appropriate level of supervision.
- g) Other Authorized Release Time
Any other authorized release time, such as meetings on a regular basis with the appointing authority or his/her designated representatives, shall be under separate agreement with the appropriate department or departments.

Section 4.3 - Chairperson, Assistant Chairperson, Chief Steward and Assistant Chief Steward

- a) The Union may designate one Chairperson, one Assistant Chairperson, one Chief Steward and one Assistant Chief Steward.
- b) The Chairperson, or Assistant Chairperson, or Chief Steward or Assistant Chief Steward 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, and shall comply with Section 4.2
- c) The Chairperson, or Assistant Chairperson, and/or Chief Steward or Assistant Chief Steward, or designee shall be entitled to attend arbitration and disciplinary hearings.

Section 4.4 - Negotiating Committee

There shall be six official Representatives on the Union negotiating committee. VTA agrees to release six persons upon which such request where required.

One negotiating team member shall also be released for one month after contract ratification. SEIU shall be responsible for compensation of the designated employee/member.

- a) Compensatory Time
Those negotiators who are on their own time during the meetings will not be granted compensatory time.
- b) Resource People
Resource people for the negotiations shall be allowed on their own time, leave without pay, vacation, or compensatory time off to attend scheduled negotiation meetings to provide information to the Committee on specific items on an as needed basis and as mutually agreed, prearranged and scheduled by the Committee. VTA shall facilitate arranging time off for resource people attending negotiations.
- c) New Units
Should any new units be established for representation by Local 521, the parties will meet and discuss regarding negotiation committee size.

Section 4.5 – When Leave is Taken

- a) When such leave as delineated above is taken, VTA shall continue providing for wages, benefits, and any contributions to SEIU retirement fund under the applicable labor agreement between VTA and SEIU, Local 521. The union shall reimburse VTA within 30 days of receiving certification of these expenses. Such reimbursement by the Union will cover expenditures incurred related to, and in the form of, wages, bonus payments, medical, vision, and dental benefits and/or other health and pension benefits and other related expenditures while on leave on Union business. Employee/member must pay his or her membership contributions as per the collective bargaining agreement.
- b) Service time shall continue to accrue per SEIU retirement plan provisions. Should there be any questions regarding service credits, the responsibility of clarifying any misunderstanding belongs to the union. Employees/members shall continue to accrue seniority in their current VTA classification during a leave with the Union, assuming they comply with the CALPERS Retirement Plan. This agreement releases VTA's liability for honoring the Employee/Union member's service credits during a leave to perform full-time or part time Union business.
- c) All Workers' Compensation claims shall be filed through SEIU. VTA will not be responsible for members becoming injured or ill while serving in a union capacity.
- d) Upon return from this leave of absence, the employee/member has a right to reinstate to the same position and work location, if feasible, or to a substantially similar position if reinstatement to the exact position and location is not feasible. The employee/member will not suffer any loss of rank, seniority, or classification, and will continue to accrue credit toward retirement while serving on a leave of absence for Union business with SEIU, Local 521.
- e) Either party may take any unresolved issue through the grievance process provided for in the CBA.

ARTICLE 5 - LAYOFF

Section 5.1 - Seniority Defined

Except as otherwise provided in Sections 5.2, 5.6, and 6.8 of this Agreement, seniority is defined as date of hire within a classification with the Local 521 represented classified service of VTA. For the purpose of computing total time in the worker's classification, the worker will be given credit for all time in any Local 521 classification, at the same or higher salary level, in which regular status had formerly been held. Original continuous unclassified service shall be counted if regular status was subsequently attained in a Local 521 classified classification.

Section 5.2 - Transfer of Prior Agency Service

Workers shall retain seniority from their employment with Santa Clara County based on the application of Section 5.2 and in accordance with the Sideletter of Agreement dated June 23, 1994.

Section 5.3 - Changes to Classes

VTA and the Union agree that to the extent possible, workers should not lose their rights under this Article because classes have been revised, established, abolished, or retitled.

Section 5.4 - Consideration of Layoff

When VTA determines that a layoff is imminent for Local 521 represented workers, it shall give the Union such advance notice as is reasonable under the circumstances. Such notice shall describe the general areas which may be affected and the circumstances requiring the layoff. Upon request, the Union shall be afforded the opportunity to meet with VTA to discuss these matters and any proposed alternatives.

Section 5.5 - Order of Layoff

When one or more workers performing in the same class in VTA are to be laid off, the order of layoff shall be as follows:

- a) Provisional workers in inverse order of seniority.
- b) Probationary workers in inverse order of seniority.
- c) Permanent workers in inverse order of seniority.

Section 5.6 - Notice of Layoff

Workers subject to the provisions of this Article shall be given at least 20 working days written notice prior to the effective date of layoff. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with VTA to discuss any proposed alternatives. The procedures of Section 5.7 shall be applied prior to the effective date of the layoff.

Section 5.7 - Reassignment in Lieu of Layoff

- a) Vacant Position in VTA
In the event of notice of layoff, any worker so affected will be allowed to transfer to a vacant position VTA has determined to be filled in his/her current classification or any classification at the same or lower level in which permanent status had formerly been held. Workers will not be required to transfer to vacant positions formerly held if the level for such vacancy would be lower than the level of any classification to which a worker

could exercise displacement rights.

VTA shall provide a listing of appropriate vacancies and the affected worker(s) shall select a vacancy for which he/she qualifies under 5.7 (a). The worker(s), along with any workers remaining on re-employment list under Section 5.9 below, shall appear at a time and place designated by VTA which shall be approximately ten days after the notice of layoff. The worker on a seniority basis shall be allowed ten minutes for the selection. If a currently employed worker does not appear or does not select a vacancy VTA will make the designation; however, a worker shall be allowed to use a duly authorized proxy. Workers on the re-employment lists who do not bid in this process shall be considered to have declined one offer in their existing class.

All appropriate departmental bidding will be suspended during this process, or by mutual agreement, it may be accelerated to facilitate layoff placement for the laid off worker.

b) Displacement

In the event there are no vacancies as listed in (a) the worker shall have the right, upon request, to be returned to the classification at the same or next lower level in which permanent status had formerly been held and the regular layoff procedure in that same or lower level shall apply.

c) Administrative Transfer Because of Layoff

A worker who is to be administratively transferred because of the layoff of other workers shall at his/her option be allowed to select on a seniority basis an available transfer in the same classification. VTA shall provide a listing of the work locations and shifts available for selection. The worker(s) shall appear at a time and place designated by VTA. The worker, on a seniority basis, shall be allowed ten minutes for the selection. If the worker does not appear or does not select a vacancy, VTA will make the designation; however, a worker shall be allowed to use a duly authorized proxy.

Section 5.8 - Layoff

a) Layoff

In the event that a worker is not reassigned in lieu of layoff as in Section 5.7, or placed in another VTA position as in Section 5.8(b), the worker shall be laid off. If a worker elects not to exercise the rights in Section 5.7(b), or does not accept placement under Section 5.8(b), he/she may be deemed to have been offered and to have declined such work.

b) Inplacement

If a worker has been issued a layoff notice pursuant to Section 5.6 and has no reassignment in lieu of layoff rights pursuant to Section 5.7(a) or (b), then that worker shall be considered for inplacement.

Inplacement is an offer of transfer or demotion to a worker with a layoff notice into a vacant position which VTA intends to fill during the layoff notice period.

The following conditions apply to the inplacement process:

1. A worker must be qualified to transfer or demote. The Employee Services Manager shall determine qualifications.

- a. A qualifying exam may be required.
 - b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
2. Normal transfer rules apply (i.e., the worker can be taken on a regular or probationary basis at the discretion of the appointing authority). If a worker has underlying regular status, the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the worker on a subsequent probation with underlying regular status, has appeal rights to the grievance procedure.
 3. The worker may express a preference for certain occupational fields, assignments or departments. However, the worker has no right to claim any position nor is VTA required to offer placement.
 4. A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 5.7(a), or (b) by another worker who has been issued a layoff notice under Section 5.6, or by worker on a re-employment list established pursuant to Section 5.9.
 5. A worker who is placed under Section 5.8(b) or laid off under Section 5.8(a) shall have his/her name placed on all re-employment lists pursuant to Section 5.9 for the appropriate classification.
 6. In determining placement offers, the Union and VTA, on a case by case basis, may by mutual agreement include as part of the placement offer:
 - a. basic skill competency training and/or;
 - b. literacy training and/or;
 - c. other methods (other than transfer or demotion) of filling vacant positions that do not violate Personnel Policies and Procedures.
 7. All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Human Resources Department may assist workers on the re-employment list in addition to those workers with layoff notices. Such workers shall be entitled to all provisions of this Agreement.
 8. If a worker is not placed by the effective date of the layoff notice, he/she shall be laid off under the provisions of the layoff notice.

Section 5.9 - Re-employment List

- a) The names of such probationary and regular workers reassigned or laid off in accordance with Sections 5.7(b), 5.7(c), or 5.8 of this Article shall be entered upon a re-employment list in inverse order as specified under Section 5.5 except as otherwise provided by this

Section. Upon certification of the re-employment list to the appointing authority, the person standing highest on a re-employment list for a particular classification shall be offered the appointment. Workers on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.

- b) When required by the needs of the department and approved by the Employee Services Manager, selective certification may be utilized to re-employ workers with bilingual or steno skills.

Section 5.10 - Temporary Work for Laid Off Workers

Interested workers who are placed upon the re-employment list due to layoff and who elect to be available for temporary work shall be given preference for such work for any classification for which they qualify. The election to be available for temporary work may be made at the time of layoff or in writing at any time. Workers may decline to be available for temporary work or may decline such work itself without affecting any rights under this Article.

Section 5.11 - Names Dropped from Re-employment List

- a) No name shall be carried on a re-employment list for a period longer than two years, (see Sideletter of Agreement dated April 29, 2002) and the names of persons re-employed in a regular position within the same classification shall, upon such re-employment, be dropped from the list. Refusal to accept one of two offers of re-employment within the same classification shall cause the name of the person to be dropped from that re-employment list.
- b) Workers who were laid off from part-time positions shall be offered full-time employment, and workers laid off from full-time positions shall be offered part-time positions. However, a worker's refusal to accept such an offer with more or fewer hours than the position they left will not be counted as a refusal of an offer of employment in Section 5.11(a) above.

Section 5.12 - Rights Restored

Upon re-employment of a worker from a re-employment list, all rights acquired by a worker prior to his/her placement on such list shall be restored.

ARTICLE 6 - PERSONNEL ACTIONS

Section 6.1 - Probation

- a) Unless otherwise indicated, each new worker hired after the effective date of this Agreement shall serve a probationary period of 13 complete pay periods. An incomplete pay period served on initial appointment shall not be counted. Upon successful completion of such probationary period, the worker shall be deemed a regular worker. A leave of absence without pay shall not be credited toward completion of the worker's probationary period. The parties agree that probationary workers shall have all rights in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure. Probationary workers shall not be eligible to bid for new or vacant work assignments pursuant to section 8.13 (c). Probationary workers may not grieve counseling's, disciplinary actions, or terminations during the probationary period.

- b) Workers who are terminated during probation shall receive five (5) days notice of termination or five days pay in lieu of notice. This pay in lieu of notice provision shall not be applied for workers whose conduct or performance warrants immediate removal from the workplace (e.g. Violence in the Workplace, Harassment, Theft or other acts of egregious employee misconduct).
A worker serving a new probation in the classified service, who transferred from the same classification in the unclassified service and had grievance rights pursuant to Section 6.2, shall retain those rights while serving the new probation period in the classified service.
- c) A worker with regular status, who is serving a subsequent probationary period, shall not be eligible to bid for new or vacant work assignments pursuant to section 8.13 (c). A worker with regular status, who is serving a subsequent probationary period and does not successfully complete that subsequent probationary period, shall be returned to his/her former class and shall not have the right to appeal such action. Return to former class in this instance shall not be considered a demotion.

Section 6.2 -Personnel Files

VTa shall maintain a personnel file for each worker. Workers shall have the right to review their personnel file or authorize review by their representative. No material will be inserted into the worker's personnel file without prior notice to the worker. Workers may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance.

Materials relating to disciplinary actions issued but not taken, or disciplinary actions overturned on appeal, shall not be retained in a worker's personnel file.

An unfavorable report shall be removed from the worker's personnel file at the end of two (2) years, upon written request by the worker, except unfavorable reports involving charges relating to fighting, serious misconduct, discrimination or harassment, violation of public policy or criminal acts and provided no additional report has been issued during the intervening period. Unfavorable reports which would qualify to be removed upon an employee's request shall not be used in determining future disciplines, transfer, awards, bid or promotions. A removal date will be placed in all discipline notices and shall be calculated based on the initial date discipline was administered.

Materials relating to suspensions of less than five (5) days which become final will be reviewed after two years, upon written request by the Union, for removal, provided that no other suspensions have been issued and sustained during the two-year period. Discipline involving charges relating to fighting, discrimination or harassment, violation of public policy or criminal acts and materials relating to suspensions of more than five (5) days shall remain in the personnel file for eight years (8). A removal date will be placed in all discipline notices and shall be calculated based on the initial date suspension was administered. (Subject to the same review described above)

Section 6.3 - Disciplinary Action - Regular Classified

VTa may take disciplinary action for cause against any regular classified worker (including a worker with regular status, who is serving a subsequent probationary period) by suspension, demotion or discharge by notifying the worker in writing. Notice of disciplinary action must be served on the worker in person or by certified mail prior to the disciplinary action becoming

effective. The notice shall be included in the worker's personnel file and a copy sent to the Union in person or by regular mail and designated Chief Steward and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) In cases of demotion, discharge, or suspension of five days or more of workers in regular status at the time of the discipline, the notice shall include a statement of the worker's right to respond, either orally at a meeting requested by the worker, or in writing. The worker shall have the opportunity to respond and be served with notice of final action in person or by certified mail prior to the action becoming effective. The opportunity to respond shall normally take place within seven working days following the initial notice of intended action.
- f) In all cases of disciplinary action, the notice shall include a statement advising the worker of the right to appeal to arbitration from such action and the right to Union representation.

As soon as possible, but no later than 20 working days after receipt of the request for arbitration, VTA and the Union shall select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of seven names from the State Conciliation and Mediation Service and shall strike until an arbitrator is selected.

The decision of the arbitrator shall be final and binding.

The arbitrator's compensation and expenses shall be borne by VTA.

Section 6.4 - Counseling and Unfavorable Reports

- a) Counseling
In the event that a worker's performance or conduct is unsatisfactory or needs improvement, informal verbal or written counseling shall be provided by the worker's first-line supervisor. Counseling should normally be separate from on-going worksite dialogue and should address performance or conduct which, if not improved, may eventually result in further disciplinary action. Documentation of such counseling shall be given to the worker at the time of the counseling and will not be placed in the worker's personnel file. When the situation allows counseling, counseling shall be used prior to any unfavorable reports being issued. Counseling should normally take place between the worker and first-line supervisor only. Should the supervisor be assisted during the counseling, the worker shall have the right to have his/her representative present.
- b) Unfavorable Reports on Performance or Conduct
If upon such counseling a worker's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor

including specific suggestions for corrective action, if appropriate. A copy shall be given to the worker and a copy filed in his/her personnel file. No unfavorable reports shall be placed in a worker's file unless such report is made within ten (10) working days of VTA's knowledge of the occurrence or incident which is the subject of this report. Workers shall have the right to grieve the factual content of such reports and/or attach a written response to the report for inclusion in their personnel file.

Section 6.5 - Return to Former Class

As an alternative to appointment from any employment list, other than a re-employment list, any current regular worker, upon recommendation of the appointing authority and approval by the Employees Services Manager, may be appointed without further examination to a position in any class in which regular status had formerly been acquired, or to any related class on a comparable level with the former class. In cases where this procedure is used by a person who has had a break in service of one year or more from the former classification, the salary step in the new range shall be determined under the provisions of Article 7, Section 7.3, Effect of Promotion, Demotion or Transfer on Salaries.

Section 6.6 - Unclassified Appointment

No worker, while holding a position in the Unclassified Service, shall be assigned to or occupy any classified position. Nothing herein shall prevent workers from serving on Boards and Commissions in accordance with VTA policies and procedures.

Section 6.7 – Rights Upon Promotion or Transfer to Classified or Unclassified Service

Any regular worker who receives a provisional or probationary promotion, or who is transferred or promoted to a position in the unclassified service shall retain all rights and benefits as a regular worker of his/her former class while in such provisional, probationary, or unclassified status. These include the right to participate in promotional examinations and the right to return to his/her former class if released while in such status. All such service shall count toward seniority credits in the worker's former class in the event the layoff procedure is involved.

Any regular worker who receives a provisional promotion, or who is transferred or promoted to a position in the unclassified service, the duration of which is known to be for less than six months, shall be considered to be on leave from his/her regular position and departments are authorized to make substitute appointments to such vacated positions.

Section 6.8 – Transfers, Promotions, and Demotions

- a) The bid process, according to Section 8.13, shall only be used for movement within the same class.
- b) All recruitments shall be posted and advertised through VTA's website.
- c) VTA will issue an e-mail to Union members when a position becomes vacant/created and is posted for recruitment. The email will provide a link to VTA's website for members to view the job postings. Applications submitted by SEIU members shall be considered prior to any applications received externally. Promotional opportunities shall remain on the Promotional List for five (5) days before being released to the public. If there are a sufficient number of qualified internal candidates (promotional and lateral transfers included) the job will not be advertised to the public.

- d) 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.
 - 2) Lateral Transfer: movement to a position within the same class or to a position in a different class within the same salary range.
 - 3) Demotion: movement from a position in one class to a position in another class with a lower salary range.
- e) A worker moving to a different class by means of lateral transfer, promotion, or demotion shall meet the minimum qualifications of such class. In addition to meeting the minimum qualifications, a worker moving to a different class shall compete in the appropriate selection process.
- f) The Santa Clara Valley Transportation Authority Policy No.40, dated 1/2/95 and revised 7/17/95, from the Personnel Policy and Procedures Manual is hereby incorporated into this section.

Section 6.9 – Career Advancement Committee

The Union and VTA shall maintain a joint committee to discuss and recommend, to the Director of Business Services, skills training, development, and promotional opportunity programs for Local 521 workers. The Committee shall include three members each from the Union and Management, including the Employee Relations Manager or Supervisor. The Committee shall meet on an as needed basis but not less than once each month at a mutually agreed upon place and time. The initial meeting of the Committee shall take place within 60 calendar days of the signing of this Agreement.

Within three months of the initial meeting, the Committee shall submit, for the Director of Business Services’ review and approval, an action plan of the Committee’s goals and objectives detailing the milestones to be achieved and the timeframe in which to meet those milestones. The action plan will include at the minimum a promotional opportunity program.

ARTICLE 7- PAY PRACTICES

Section 7.1 – Salaries

- a) Salaries
 Effective April 14, 2025, upon approval of a Total Package ratified by the Union membership and approval by the General Manager and Board of Directors, SEIU represented employees shall receive a 4.0% wage increase.

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

 Effective the first full pay period in April 2027, SEIU represented employees shall receive a 3.0% general wage increase.

Effective the first full pay period in April 2028, SEIU represented employees shall receive a 4.0% general wage increase.

VTA will provide a wage compensation with the effective date of April 14, 2025, should the parties come to an Agreement on April 8, 2025. The successor Agreement, however, shall be ratified by the SEIU membership by April 22, 2025. If the parties fail to come to an Agreement on April 8, 2025, the offer to make this effective as of April 14, 2025, is null and void, and the Agreement will go into effect the first full pay period upon ratification by the SEIU membership and approval by the VTA Board of Directors.

b) Salary Review

- 1) VTA shall conduct salary reviews of benchmark classes and the reports will be posted to the Union 60 days prior to the expiration of the Agreement. The Union and VTA shall meet to determine the 25 classifications to be studied.
- 2) Properties surveyed shall be limited to transit and public agencies located in the following counties: Santa Clara, San Mateo, Alameda, San Francisco, Marin, Napa, Contra Costa, Solano and Sonoma.

Section 7.2 - Basic Pay Plan

The Basic Pay Plan consists of the salary ranges and the assignment of classes to such ranges as provided in the appendices. Each worker shall be paid within the range for his/her class according to the following provisions, unless otherwise provided in the appendices.

a) Step One

The first step in each range 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 of unusual qualifications is engaged, the Employee Services Manager may approve appointment at the second or third step, and with the approval of the Director of Business Services at the fourth or fifth step. If a worker is hired under the difficult-to-secure-qualified-personnel clause, VTA will move those workers within that same class to the same salary step as that being received by the new workers. The Union will receive a monthly listing of positions by class and department which lists positions hired above the first salary 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) Time for Salary Adjustments

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

Section 7.3 - Effect of Promotion, Demotion or Transfer on Salaries

a) Promotion

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 in increase 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.

b) Demotion

Notwithstanding the provisions of Section 7.2, upon demotion of a worker with regular status in his/her current class, his/her salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

c) Transfer

Upon transfer, the salary and salary anniversary date shall remain unchanged.

d) Salary Anniversary Date

Upon promotion or demotion, the worker's salary anniversary date shall be adjusted to the date of such action. Future salary increases shall be computed from the date of the most recent promotion or demotion.

e) Seniority Rights

Leaves of absence of more than two pay periods and suspensions shall not be counted as time spent in a salary step in computing eligibility of the worker for further salary increases. All time spent on industrial injury leave shall be counted.

f) Voluntary Demotion

In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, the salary of the worker shall be placed at the step in the salary range which corresponds most closely to the salary received by the worker as of the time of injury. In the event that such voluntary demotion would result in a salary loss of more than 10%, the worker's new salary shall be set at the rate closest to, but not less than 10% below his/her salary as of the time of injury.

Section 7.4 - Part-Time Work

a) Salary Ranges

The salary ranges provided in the attached appendices are for full-time service in full-time positions and are expressed in dollars per the number of working days in a bi-weekly pay period. If any position is established on any other time basis, the compensation for

such position shall be adjusted proportionately.

b) Benefits

Workers filling part-time positions of half-time or more shall receive all other benefits of this Agreement except as modified below:

1. Those workers who elect to be covered by VTA's insurance package (dental, health, life) shall authorize a payroll deduction for the appropriate prorated cost.
2. Workers may withdraw from the insurance package at any time. Workers may enroll in the insurance package upon entering part-time, upon changing from any increment of part-time to any other increment of part-time or to full-time, or once per year during the VTA-wide insurance window.
3. Any worker who becomes a part-time worker as a result of layoff from full-time will continue to receive full-time benefits until such time as he/she is offered a full-time position in his/her current classification or higher.
4. All workers who were in a part-time status as of December 5, 1983, shall continue to receive health, dental, and life insurance as full-time workers.

c) Split Positions

Requests for split positions shall not be unreasonably denied. Reasonable denial shall include, but not be limited to, demonstration that the work is not divisible, or demonstration that qualified partners, if needed, are not available. Workers shall make a written request for a split position to their immediate supervisor. If the request is denied, it shall be reviewed by their department head and they shall receive a written response. If the worker is not satisfied with the decision of the department head, the worker, through the Union, may proceed in the manner listed in Article 8.3, Alternate Work Schedules/Hours of Operation, of this Agreement.

d) Variations of Part-Time Work

VTA may establish positions at 1/2, 3/5 and 3/4 positions.

e) Filling Part-Time Positions

Within each department workers working fewer hours shall be offered any established or vacated 1/2, 3/4, or 3/5 positions before new workers are hired into them.

Section 7.5 - Paychecks

a) Night Workers

VTA agrees to provide paychecks for night workers by 12:01 a.m. on payday.

b) Shortage Errors

Cash advance by the Finance & Budget Division to cover shortage errors in worker's paycheck, shall be provided to workers within one working day after written notification of discrepancy to Finance & Budget. This provision is to cover only those discrepancies above a net \$25.00.

c) Overpayment Errors

When a net \$25.00 or more overpayment(s) error occurs, the worker will repay the overpayment in the same amount and within the same number of pay periods in which the error occurred.

However, workers may request an extended repayment period for overpayments of more than \$100. All overpayments must include the signing of a promissory note or lien before payment is deducted.

Section 7.6 - Automatic Check Deposit

VTA shall continue to maintain an automatic check deposit system for the use of employees during the term of this Agreement. Effective 2026, all current and new employees shall receive payroll payments via automatic check deposit.

SEIU members currently receiving a hard copy payroll payment shall continue until they separate from the bargaining unit or employment, or the employee elects to accept direct deposit.

ARTICLE 8 - HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 8.1 - Hours of Work

Eight hours work shall constitute a full day's work and 40 hours work shall constitute a full week's work unless otherwise provided by law, code, or other agreement. Workers assigned to an eight hour shift which is shortened to seven hours due to daylight savings time shall be paid for eight hours.

Section 8.2 - Overtime Work

a) Overtime Defined - Workers Covered by the Fair Labor Standards Act (FLSA)

For workers, who do not meet FLSA criteria for different work periods, overtime is defined as time worked beyond 40 hours in any seven consecutive day work period or beyond eight or ten hours in any workday (depending on the number of hours in the duty shift to which the worker is assigned). Workers assigned under FLSA to work periods other than seven or 14 consecutive day work periods shall have work periods and daily overtime defined accordingly. Time for which pay is received but not worked, such as vacation, sick leave, and authorized compensatory time off, will be counted towards the base period. Workers shall not be assigned irregular work hours to avoid the payment of overtime. The General Manager shall determine those classes and positions which shall be eligible for overtime work and payment.

VTA and the Union agree that in any arbitration involving an FLSA non-exempt employee under this Section 8.2, the arbitrator shall be strictly bound by U.S. Department of Labor (DOL), Wage and Hour Division, Regulations, Bulletins, Regional Opinion Letters, and provisions of the Fair Labor Standards Act in reviewing, deciding and rendering a decision. The arbitration award and remedy must be in strict compliance with said Regulations, Bulletins, Regional Opinion Letters, and provisions of the FLSA and cannot exceed that which would have been ordered by the DOL, Wage and Hour Division if the dispute had been submitted for their review.

If the Fair Labor Standards Act is determined by the U.S. Supreme Court or Legislation to not apply to state and local government, 8.2(a) will be deleted and 8.2(b) shall apply to all classifications, in addition, 8.2(c) will be deleted and 8.2(d) shall apply to all classifications.

b) Overtime Defined - Workers Exempt from the FLSA

Overtime is defined as time worked beyond 40 hours in any work week or beyond eight or ten hours in any workday (depending on the number of hours in the duty shift to which the worker is assigned). Time for which pay is received but not worked such as vacation, sick leave, and authorized compensatory time off, will be counted towards the base period. Workers shall not be assigned irregular work hours to avoid the payment of overtime. The General Manager shall determine by administrative order those classes and positions which shall be eligible for overtime work and payment.

c) Rate of Pay - Workers Covered by the Fair Labor Standards Act (FLSA)

When overtime work is assigned and authorized by an appointing authority, compensation for such time worked shall be time off with pay computed at the rate of 1 1/2 hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of 1 1/2 times the regular hourly rate when specifically authorized by the General Manager. Compensatory time off accruals/balance shall be limited to a maximum of 240 hours.

All compensatory time off must be taken within 12 months of the date the overtime was worked. Any balance remaining after 12 months shall be paid at the regular rate. Compensatory time balances shall be paid upon separation. A worker may elect in advance to receive compensatory time off credit in lieu of compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.

d) Rate of Pay - Workers Exempt from the FLSA

When overtime work is assigned and is authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of 1 1/2 hours off for every hour of overtime worked, except that such overtime work shall be paid at the rate of 1 1/2 times the hourly rate of pay when specifically authorized by the General Manager. All compensatory time off must be taken within 12 months of the date the overtime was worked, and failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the worker. If the appointing authority does not provide compensatory time off during the mandatory time period, the worker may take compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time would be lost. Compensatory time balances shall be paid upon separation. A worker may elect in advance to receive compensatory time off credit in lieu of paid compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.

e) The Union and ER, where permitted by law, may waive the overtime provisions of this Agreement in order to implement mutual agreements reached pursuant to Section 8.3 - Alternate Work Schedules/Hours of Operation.

- f) Distribution of Overtime
Overtime work assignments shall be distributed among workers in the same classification and applicable work unit as equally as practicable, in accordance with Section 8.13, except that overtime work required beyond the regular eight hour or ten hour duty shift shall be offered first to the regular workers who normally work such assignments.

Section 8.3 - Alternate Work Schedules/Hours of Operation

- a) It is understood that workers have the right to meet and discuss at the department level on alternate hours. The parties agree that shift selection based on seniority, merit and ability being adequate, may be an appropriate method for determining shift assignments; however, the department may establish other criteria based on operational considerations.
- b) It is recognized that unless otherwise established by agreement or practice, the regular VTA business hours are 8:00 a.m. to 5:00 p.m. and adequate coverage shall be maintained to assure the highest quality of service. Alternate work schedules based on eight hour shifts with either one-half or one hour lunch periods may be established.
- c) Matters subject to alternate work schedule negotiations under this Agreement to proceed as follows:
1. Negotiations
The Union or the department shall make prompt request to meet and discuss, specifying the matter to be negotiated. The other party shall respond promptly, and they shall commence meeting and discussing at the earliest mutually agreeable date and attempt to reach agreement. Thereafter, either party may declare impasse in such negotiations.
 2. Impasse
If impasse is declared, the Union and VTA shall, within 30 calendar days, resolve the dispute, drop the matter or move the matter to the next level.
 3. Board of Directors
If the matter is moved to the next level, the moving party shall set forth the present issues of disagreement and it shall be promptly referred to the Board of Directors for appropriate action.
 4. Time Limits
Failure to move the matter to the next level within the time limits described herein shall result in the dropping of such negotiations for the term of this Agreement; however, the parties may mutually agree, in writing, to extend the time limits.

Section 8.4 - Meal Periods

- a) Length
Workers shall be granted a meal period not less than 30 minutes no more than one hour, scheduled at approximately the mid-point of the workday. Workers required to be at work stations for eight or more consecutive work hours shall have their meal during work hours.

b) Overtime Meals

If a worker is assigned and works two or more hours of overtime work contiguous to his/her regular work shift or is called in within three hours of his/her scheduled quitting time and then works two or more hours of overtime work, VTA will pay a meal reimbursement of \$20.00. Workers shall be provided an additional reimbursement as above for seven hour period of overtime completed thereafter. If a worker is called in after three hours of his/her scheduled quitting time and if less than two hours prior notice is given and the worker then works four or more hours of overtime, then VTA will pay a meal reimbursement of \$20.00.

Section 8.5 - Rest Periods

All workers shall be granted and take a rest period of 15 minutes during each half shift of four hours of work. Rest periods shall be considered as time worked for pay purposes. If a rest break is not taken, the worker is not entitled to an earlier quitting time.

Section 8.6 - Clean-up Time

All workers whose work causes their person or clothing to become soiled shall be provided with reasonable time and adequate facilities for wash-up purposes at shift end.

Section 8.7 - On-Call Pay

a) Definition

On-call is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority. On-call duty is in addition to and distinct from the normal workweek. This Section is not applicable to those situations where workers are recalled to work when not previously placed on an on-call status.

b) Classifications Eligible

Each department head, subject to approval by the General Manager, shall designate which class(es) of worker(s) shall be subject to on-call duty.

c) Rates of Pay

Workers assigned to on-call duty shall receive, in addition to their regular salary, \$30.00 for each eight hour shift, or substantial portion thereof, of assigned call duty.

d) Communication Devices

Communication Devices shall be provided to all workers when placed on on-call status.

Section 8.8 - Call-Back Pay

If overtime work does not immediately follow or precede the regular work shift, a minimum call-back time shall be credited to the worker as follows:

1. If a worker is required to return to work, then the worker would receive a minimum of four (4) hours Call Back Pay. Workers will be credited for each call-back during a scheduled shift. Workers shall not be credited with additional call-backs until the original four hour call-back time has elapsed.

2. If a worker can resolve the problem by phone or by remotely logging into a VTA system then the worker would receive a minimum of **two (2)** hours Call Back Pay. If the worker is performing an assignment that exceeds **two (2)** hours then the actual time worked shall be credited to the worker. Workers will be credited for each call-back during a shift. Workers shall not be credited with additional call-backs until the original call-back time has elapsed.
3. Call-back pay is subject to all provisions of Article 8, Section 8.2, Overtime Work.

Section 8.9 - Shift Differential

a) Evening Shift Differential

An evening shift differential of \$2.50 or 7.5% per hour (whichever is greater), shall be paid to workers for each hour worked during a regular scheduled shift after 2:00 p.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 p.m. and before 12:30 a.m. A worker who voluntarily alters their shift does not qualify for the differential.

b) Night Shift Differential

A night shift differential of 10% per hour shall be paid to workers for each hour worked during a regular scheduled shift after 10:00 p.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 10:00 p.m. and before 8:00 a.m. A worker who voluntarily alters their shift does not qualify for the differential.

c) Regularly Scheduled Shifts

A worker shall not be paid two different shift differential rates during a regularly scheduled shift. If a worker meets the criteria for both evening and night shift differential during a regularly scheduled shift, the worker shall receive the night shift differential for all eligible hours.

d) Overtime Shifts

Overtime shifts stand alone and shall be treated as two separate shifts for purposes of determining whether the night or evening shift differential rate is paid. (Total hours worked is the basis used for computing eligibility for the differential.)

e) Part-time Workers

Workers in part-time codes (20 hours or less in a workweek) will receive the above differential if at least two hours of an assigned schedule of contiguous hours meet the above guidelines.

f) Eligible Classifications

The premium for shift differential shall be paid to all VTA workers (as outlined above), irrespective of classification, pay level, overtime status, holiday work, or other wage variations (except as required by law).

g) The shift differential shall not be allowed in computing payments at time of termination.

h) This differential shall only be paid on actual hours worked. In addition, workers whose

shifts are temporarily changed (either voluntarily or at management discretion) will be paid based on actual hours worked.

Section 8.10 - Temporary Work Location

When a worker is assigned to work at a location different from his/her regularly assigned work location, VTA will either supply transportation for such travel or shall pay mileage based on Article 15.2, Reimbursement for Use of Private Vehicles, of this Agreement and in accordance with Personnel Policies and Procedures.

Section 8.11 - Bilingual Pay

On recommendation of the appointing authority and the Employee Services Manager, VTA may approve payments of \$170 per month to a bilingual worker whose abilities have been determined by the Employee Services Manager as qualifying to fill positions requiring bilingual speaking and/or writing ability. 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 review positions covered by this Agreement not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities.

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

Section 8.12 - Voluntary Reduced Work Hours Program

- a) VTA agrees to establish a Voluntary Reduced Work Hours Program for full-time workers represented by the Union. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis.
- b) Workers may elect a 2 1/2%, 5%, 10%, or 20% reduction in pay for a commensurate amount of time off for a six month period. Admission to the plan will be at six month intervals.
- c) All persons in the Program will revert to their former status at the end of six months. If a worker transfers, promotes, demotes, terminates, or in any other way vacates or reduces his/her present code, he/she will be removed from the Program for the balance of the six month period. If a worker moves to another position, the VRWH agreement may continue if agreeable to the new supervisor.
- d) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a VTA holiday. Workers may use the reduced hours time in advance of accrual and will reimburse VTA for hours taken in advance of accrual upon early termination from the Program.

- e) Participation in this Program shall be by mutual agreement between the worker and the department head. At no time will approval be given if it results in overtime. Restrictions by departments within work units shall be uniformly applied.
- f) It is understood by VTA that due to this Program there may be lower levels of service.
- g) All workers will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.
- h) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both VTA and the Union.
- i) This Agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and VTA Agreements currently in effect. This will include any departmental, master, unit, sideletter agreements, etc.

Section 8.13 - Seniority Bidding for Work Unit Assignments, Overtime Work-Out-Of-Class, Holiday and Vacation Scheduling

Work unit assignments, overtime and work-out-of-class assignments, holiday and vacation scheduling are subject to seniority bidding provisions.

a) Seniority Defined

For purposes of this Section, seniority shall be defined as days of accrued service in a 521- coded classification within the classified or unclassified service (either classified or unclassified time) with VTA, in accordance with the 1994 Transition Sideletter of Agreement. Seniority from the date of the Agreement forward, shall be maintained and accumulated during industrial and military leaves, and during family and medical leaves that qualify under the FMLA, CFRA, and/or Pregnancy Disability Leave, as defined by state and federal regulations. Seniority shall be maintained but not accumulated for all other authorized unpaid leaves.

- 1) Seniority is calculated by converting to days of service, irrespective of full-time or part-time status, and includes the accrual of seniority during industrial and military leaves, and during family and medical leaves that qualify under the FMLA, CFRA, and/or Pregnancy Disability Leave, as defined by state and federal regulations.
- 2) Days of accrued service appears each pay period on the worker's pay warrant and on the departmental payroll register as computed by the Finance and Budget Department, minus unpaid leaves as described in a) above.
- 3) VTA will notify the Union office within 15 working days of hiring, in cases of exact ties within a classification. In such cases, the Union shall break ties and notify VTA in writing at the earliest possible time.
- 4) Current workers and workers newly hired into VTA shall have days of accrued service for seniority purposes as defined in this Section. For purposes of this

Section 8.13 only, if a worker resigns or leaves VTA, his/her days of accrued service starts upon the effective date of rehire into VTA.

- 5) Human Resources will establish and post a master seniority list. A copy will be provided to the Union. Such list shall be updated semi-annually. Workers or the Union shall notify Human Resources in writing of any discrepancies within 30 days of the posting. A written response will be sent to the worker and the Union will be copied within ten working days of receipt.

b) Work Unit Listing

Effective upon the signing of this Agreement, the Union will be notified in a timely manner of any intended changes/deletions/additions to Divisions and will be provided with an updated list. Modification of any work unit within a Division shall be subject to the meet and discuss process. The meet and discuss process must occur a minimum of 14 calendar days prior to implementation unless a shorter period is approved in writing by the Union.

c) Work Assignments

1. Work assignments means hours of work, days off, base of operations and work unit.
2. New or vacant work assignments shall be offered to qualified workers outside the work unit in that classification, by seniority. When more than one regular shift exists within a work unit, bidding for the new or vacant work assignment will include workers within the unit assigned to other shifts.
3. A classified worker can only bid to a classified position and an unclassified worker can only bid to an unclassified position.
4. When special qualifications are necessary for a work assignment within a classification, bidding may be limited to workers who possess those qualifications. Notice of special qualifications will be included in the bid.
5. An unassigned differential in a clerical work unit, whether as a full or partial assignment, shall be offered to workers within the unit not receiving the differential in seniority order, merit and ability being adequate. The least senior worker in the work unit may be required to take the assignment. Any resulting vacancy will be posted for bid and selection in accordance with the bidding requirements of this Section 8.13.
6. The bidding period shall be a maximum of six working days. During this posting period, qualified workers from outside the work unit or on a different shift within the work unit may submit bids. Any vacancy created by the selection of someone bidding the original vacancy shall cease after two additional postings or if no transfer requests have been received, whichever comes first. Thereafter, vacancies may be filled through appropriate Personnel Policies and Procedures. The parties may agree to an expedited bid process.
7. Workers who are absent on an approved leave of less than one month may leave

an authorized and signed proxy with their Union Steward. The Steward can submit any proxy bids, if postings occur.

8. The most senior worker who applies for a transfer to fill a vacancy will be selected for that vacancy unless management can demonstrate that the worker lacks the qualifications to perform the job sought. Management may use as criteria experience in like assignments, a candidate's disciplinary record, and the quality and quantity of work in current and past assignments. A disqualified senior worker may challenge the determination through the grievance and arbitration procedure. The burden to establish the correctness of its' determination is on management.
9. Workers shall be assigned to regular shifts with regular days off. If a change of hours or days off is considered by management, the Union and workers shall be notified in writing. If the Union wishes to meet and discuss such a change with management, no decision will be made until the meet and discuss process has been completed. Emergency changes of hours may be made without such notice for up to five working days on a voluntary basis. Such emergency changes will not be used as a means to avoid overtime.
10. VTA and the Union agree that no provisional appointments will be made without mutual agreement.

d) Work Out of Class (WOOC)

The purpose of WOOC is to meet VTA's Business needs and to ensure continuity of efficiency and/or service. When the incumbent is absent from duties for a sufficient period of time, it may occasionally be necessary for an employee to work in a higher classification than that to which they are normally assigned.

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 to be reportable CalPERS.

a) Pay

When a worker is temporarily assigned TUP to cover vacant regular codes or absences of other workers, such worker will receive pay consistent with the promotional pay procedures as set forth in Article 7.3, Effect of Promotion, Demotion or Transfer on Salaries, commencing immediately.

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.

2. Application to Holiday

A worker temporarily assigned TUP shall receive the TUP rate of pay for:

- a) Holidays when the worker is assigned and works TUP the day prior to and following the holiday.

3. Vacant Regular Codes

TUP may be assigned to cover vacant regular codes in accordance with Personnel Policies and Procedures and with approval of the Department Head or designee.

4. CalPERS Limits/Recruitments

TUP assignments may not exceed 26 pay periods, or 960 hours per fiscal year when the assignment results from the recruitment of a vacant position.

For purposes of this section (and due to CALPERS Circular letter 200-021-18), a “vacant position” refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee’s leave of absence.

5. Temporary Upgrade Pay into 521 Represented Classes

When TUP status is assigned from one 521 represented class to another 521 represented class, the assignment will be offered on a rotational basis by seniority. When practical, VTA will offer TUP assignments to qualified, interested regular workers prior to offering such assignments to extra help or contract workers. When special qualifications are necessary for a work assignment within a classification, TUP may be limited to workers who possess those qualifications. Notice of special qualifications will be included in the assignment. Management may use experience in like assignments, a worker’s disciplinary record, and the quality and quantity of work in current and past assignments to determine eligibility.

- i. Where applicable each January, management will notify workers of the sign-up period for TUP and conduct the annual sign-up.
- ii. The rotational list will include all qualified workers in the work unit who have signed up and shall first be established in seniority order (most senior first) and thereafter be rotational. Each worker who was offered or worked the assignment shall be moved to the bottom of the list.
- iii. VTA shall notify those workers who are deemed not qualified for a particular assignment within 45 days after the closing of the sign-up period, and will meet and discuss with the Union upon request during the next 15 days to review the list of those disqualified. This list will be in effect for one year, at which time a new sign-up will be held. Workers assigned to a work unit after the TUP list has been established will be placed on the list in seniority order.

- iv. Management may require the worker at the top of a TUP list, as it exists, to take an assignment if all others refuse the assignment.
- v. Each worker on the list may remove his/her name from the list by giving written notice to the supervisor. This worker cannot then be reinstated on the TUP list until the next January sign-up period.
- vi. If the worker refuses two offers of TUP in any one-year sign-up period, the worker will not be eligible for future TUP assignments in that year.
- vii. Any worker absent and therefore unavailable for TUP assignments shall be deemed to have been offered the assignment. This shall not be considered a refusal as described in (vi.) above.

e) Holiday and Overtime Work

Each January, management will establish a list by seniority and class of those workers who indicate in writing they wish to be offered overtime or holiday work, or both. New employees may add their names to these lists at time of appointment. Anyone removing his/her name from the list may not replace it until the next sign-up.

- 1. Overtime will be offered first to the worker performing that activity during the preceding shift, where applicable. All possible advance notice of overtime assignments will be given.
 - 2. If the worker declines or if #1 above does not apply, overtime and holiday work shall be offered rotationally in seniority order to qualified workers. If no one volunteers and the only alternative would be contracting outside labor, the least senior available worker at the location affected will be required to work. Union and Management agree that this clause does not prohibit VTA from contracting out.
 - 3. The Union recognizes and accepts that in emergency situations it may not be possible to follow the above procedure for overtime assignment.
 - 4. Marketing and Customer Services will be exempted from this Overtime and Holiday Section. Workers in Marketing and Customer Services are required to work holidays according to regularly scheduled work days.
4. Due to Federal Regulations regarding hours of service and to ensure the equal distribution of overtime, all Light Rail Signal Maintainers and Senior Light Rail Signal Maintainers shall be exempt from items 8.13 (e) 1 and 2 listed above. The following shall apply to the Light Rail Signal Maintainers and Senior Light Rail Signal Maintainers only:

Overtime and holiday work shall be offered to a qualified worker with the least amount of overtime (LAO) with the highest seniority. The LAO calculations will be based on the date the overtime is offered. If no one volunteers and the only alternative would be contracting outside labor, the least senior available worker at the location affected will be required to work. All advance notice of overtime

assignments will be given. Union and Management agree that this clause does not prohibit VTA from contracting out.

f) Vacation Scheduling

1. Vacations will be scheduled by seniority. In case of split vacations, after first selection, the most senior worker will be placed at the bottom of the list. Work force needs and worker preference shall be considered when scheduling time off.
2. If all workers who request a particular vacation period cannot be released, seniority preference shall apply.
3. Aside from regularly scheduled vacations, workers may use accrued vacation time for personal, unusual, or emergency needs upon management approval. Management agrees that requests for vacation time will not be denied in an arbitrary or discriminatory manner.

Section 8.14 - Lead and Training Differentials

a) Lead Differential

When lead duties are assigned to a worker by a supervisor and are not written into the job description, a differential of 6% of his/her base rate shall be paid during the time the worker is performing the lead functions.

Lead duties, shall include but not be limited to the following:

1. Assigns, distributes, and adjusts short-term workloads;
2. Resolves work-related problems within guidelines set by the supervisor;
3. Keeps supervisors apprised of the progress of the work;
4. Answers procedural and work-related questions;
5. Assists supervisors in reviewing the work;
6. May train workers by providing general orientation to the office, instruction on specific tasks, and reviewing task performance;
7. May assist the supervisor in the interview process for new workers. Such input shall be advisory.

Workers receiving lead pay are not eligible to receive a training differential for the same period of time.

Workers who have been receiving a lead differential for the continuous six month period prior to a promotion shall have the lead differential considered as part of their base pay rate for the purpose of calculating their promotional salary increase.

b) Training Differential

When a worker's own work is impacted on an ongoing basis while training an employee, the trainer shall be entitled to a training differential of 6% of his/her base rate; and when she/he is assigned the following:

1. Trains workers or supervisors on specific tasks; workers who are asked to train their supervisors will be paid a 10% differential.
2. Reviews task performance;
3. Assigns, distributes, and adjusts short-term workloads;
4. Keeps supervisors apprised of employees' progress during the training period;
5. Answers trainees' procedural and work-related questions;
6. Assists the supervisor in reviewing trainees' work.

When assigned the above training components, the level of effort must be a minimum of one continuous hour to initiate a differential pay.

Workers shall not be required to train other personnel, unless the worker is the subject matter expert or the only worker available to provide training.

Workers may "orient" another worker to the office. Orientation is defined as follows and would not entitle a worker to differential pay:

1. Assisting a new worker to become familiar with the location, e.g. "the restroom is located here."
2. Assisting a new worker to become familiar with the office, e.g. "the copy machine is located here."
3. Assisting a new worker to become familiar with other co-workers, e.g. "the Chief of Staff is on the second floor."

VTA agrees, where possible, to orient new workers before incumbents leave.

Persons receiving a training differential are not eligible to receive a lead differential for the same period of time.

ARTICLE 9 - UNIFORMS AND CLOTHING

Section 9.1 - Uniforms

During the term of this Agreement, VTA may designate specific classifications within departments which may be required to wear a standard uniform or standard uniform items for bona fide business purposes.

In such instances, the Union will be given a minimum of 30 calendar days notice and an

opportunity to meet and discuss whether the classification shall be eligible for a uniform allowance or if the department will provide the uniform or uniform items, as well as the safety aspects of the uniform requirements and uniform items.

Section 9.2 - Repair/Replace Claims

VTA shall provide the necessary protective clothing to workers and classifications pursuant to such requests by the workers affected as provided by law under Cal-OSHA, Title 8, Article 10. VTA shall pay the cost of repairing or replacing the uniforms, clothing and equipment of VTA workers which have been damaged, lost or destroyed in the line of duty when the following conditions exist:

- a) The clothing, uniform or equipment is specifically required by the department or necessary to the workers to perform his/her duty; and not adaptable for continued wear to the extent that they may be said to replace the worker's regular clothing; or
- b) The worker has not, through negligence or willful misconduct, contributed to such damage or destruction of said property.

Claims for reimbursement shall be reviewed and approved in accordance with procedures set forth by the General Manager.

Section 9.3 - Safety Shoes Vouchers

Reimbursement

- a) Annual Safety Shoes

Workers in the classes listed below shall be provided one safety shoe voucher, for VTA approved safety shoes not to exceed the cost of \$250.00 annually effective the start date of this agreement.

Annual Eligible Classes for Safety Shoes

Automotive Attendant
Bus Stop Maintenance Worker
Communications Systems Analyst I/II
Sr. Communications Systems Analyst
Construction Inspector /Senior Construction Inspector
Custodian (with skid soles)
Environmental Health and Safety Specialist
Facilities Maintenance Representative
General Maintenance Mechanic
Lead Custodian (with skid soles)
Light Rail Signal Maintainer
Mail & Warehouse Worker
Quality Assurance and Warranty Specialist
Senior Light Rail Signal Maintainer
Utility Worker
Vault Room Worker

All workers in these classes shall be required to wear appropriate safety shoes during working hours, unless the worker is occupying a position exempted from the mandatory requirement.

All workers shall redeem their issued safety shoe voucher by the expiration date listed on their voucher.

b) Biennial (every other year) Safety Shoes

Workers in the classes listed below shall be provided a safety shoe voucher, for VTA approved safety shoes not to exceed the cost of \$250.00 biennially effective the start date of this agreement.

Engineering Aide I/II
Engineering Tech I/II/III
Maintenance Scheduler
Document Services Specialist I/II
Permit Technician
Utility Coordinator

All workers in these classes shall be required to wear appropriate safety shoes during working hours, unless the worker is occupying a position exempted from the mandatory requirement. All workers shall redeem their issued safety shoe voucher by the expiration date listed on their voucher.

c) Safety Committee Review of Safety Shoe Requirement

On a periodic, and as needed basis, the Safety Committee shall review and advise Risk Management on the list of authorized and approved safety shoes, mandatory classes, and exempted positions. Risk Management shall make the final determination.

d) Voucher Process

Workers requesting a safety shoe voucher must purchase such shoes from approved vendors.

Workers with specialized fitting needs may be referred to additional approved vendors by the Risk Management Department.

Section 9.4 - Safety Glasses

VTA will provide safety glasses in accordance with the Occupational Injury and Illness Prevention Program Policy. For workers in classifications which are required to wear safety glasses VTA will pay for either the transitions or polarized lens option of prescription safety glasses.

ARTICLE 10 - HOLIDAYS

Section 10.1 - Legal Holidays

The following shall be observed as legal holidays:

- a) January 1
- b) Third Monday in January (Martin Luther King, Jr. Birthday)

- c) Third Monday in February
- d) March 31 (Cesar Chavez's Birthday)
- e) Last Monday in May
- f) June 19 (Juneteenth)
- g) July 4
- h) First Monday in September
- i) Second Monday in October
- j) Veteran's Day to be observed on the date State of California workers observe the holiday
- k) Fourth Thursday in November (Thanksgiving Day)
- l) The Friday following Thanksgiving Day (Day after Thanksgiving)
- m) December 25
- n) Other such holidays as may be designated by the Board of Directors

All previous informal time off practices are eliminated and unauthorized.

Section 10.2 - Observance

Workers shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturdays shall be observed on the preceding Friday. Holidays which fall during a vacation period or when a worker is absent because of illness shall not be charged against the worker's vacation or sick leave balance, except that workers in an unpaid, non-FMLA, status for the entire pay period in which a holiday occurs shall not be entitled to the holiday pay. When VTA holidays fall on a worker's scheduled day off, the day shall be added to the worker's vacation balance.

Section 10.3 - Holiday Work

If holiday work is assigned, such time worked by regular workers shall be paid at a rate of 1 1/2 times the regular hourly rate, including premium pay for shift differentials, plus any holiday pay to which the worker may be entitled. Holiday work, if authorized, shall be offered first to regular workers within the work unit. No worker may elect to work a holiday that falls on the worker's normal day off. A worker may elect in advance to receive compensatory time off credit in lieu of compensation.

Section 10.4 - Christmas and New Year's Holidays - Actual Calendar vs. Day of Observance

When Christmas Day, December 25, or New Year's Day, January 1 falls on a Saturday or Sunday, workers who are normally scheduled to work on that day and actually work, shall

receive holiday pay in accordance with Section 10.3 for the time worked on Christmas Day or New Year's Day. For these workers, no holiday pay shall be paid for work on the observed day (either the Friday prior to, or the Monday that follows Christmas Day or New Year's Day). It is understood that the Union may waive provisions of Section 8.13 for purposes of this section.

ARTICLE 11 - VACATIONS

Section 11.1 - Vacation Earnings

Each worker shall be entitled to annual paid vacation. Vacation is earned on an hourly basis. For purposes of this Article, a day is defined as eight work hours. During the first year (261 days), vacation shall be computed at the rate of 15 working days per year. Beginning with the second year (262nd day) of continuous service, vacation shall be computed at the rate of 17 working days per year. Beginning with the fifth year (1,045th day) of continuous service, vacation shall be computed at the rate of 21 working days per year. Beginning with the tenth year (2,350th day) of continuous service, vacation shall be computed at the rate of 23 working days per year. Beginning with the fifteenth year (3,655th day) of continuous service, vacation shall be computed at the rate of 25 working days per year. Beginning with the twentieth year (4,960th day) of continuous service, vacation shall be computed at the rate of 27 working days per year.

- a) Authorization to Use Paid Vacation Hours
Use of paid vacation hours must be pre-authorized by the employee's supervisor, Department Manager, Chief, or designee in accordance with Section 8.13, Seniority Bidding.
- b) Vacation Carry-over
If the worker does not take all the vacation to which he/she is entitled in the previous calendar year, he/she shall be allowed to carry over the unused portion up to a maximum of three years' vacation earnings. Any accruals exceeding the three year maximum will be paid off in the first complete pay period of January of the following year.
- c) Vacation Cashout
Employees may cash out any vacation balance in excess of 80 hours. Cashouts may be requested at any time during the year. Cashouts must be for a minimum of 40 hours.
- d) Vacation Payoff
A person who terminates employment shall be paid the monetary value of the earned vacation as of the actual date of termination of employment.
- e) Use
At the worker's reasonable advance request, up to one of the worker's vacation days shall be scheduled either before or after Christmas, or New Year's except where staffing needs require otherwise. If a worker is assigned and works on Thanksgiving Day or the Friday after Thanksgiving, the worker shall have first preference for use of accrued but unused vacation leave on the day before or the day after either Christmas or New Year's. "Preference" and "staffing need" as used in this paragraph relate to the worker's work assignment and/or area.
- f) Birthday Holiday
One annual day of vacation may be taken on the worker's birthday. The parties agree that

an alternate day may be determined by the appointing authority after due consideration of worker convenience and administrative requirements.

ARTICLE 12 - LEAVE PROVISIONS

Section 12.1 - Sick Leave

a) Rate of Accrual

Each worker shall be entitled to sick leave. Such leave shall be earned on an hourly basis and computed at the rate of 96 hours per year. Such sick leave must be approved by the appointing authority.

b) Doctors' Notes

Management may request a supporting statement from an accredited physician for unpaid sick leave requests.

In the event of a pattern, or circumstances indicating misuse of sick leave, whether paid or unpaid, a doctor's note requirement may be placed upon a worker but not to exceed 90 calendar days. If a doctor's note is required more than 90 days, a mutual agreement by both parties will be required. The worker shall be required to provide supporting documentation for future absences on the worker's own time.

c) Sick Leave Accrual

Unused sick leave time may be accrued without limitation.

d) Sick Leave Used for Care of Immediate Family

A worker who has acquired a sufficient right to sick leave with pay may be granted permission to use same not to exceed three working days per incident of such leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the father, mother, grandmother, or grandfather of the worker or of the spouse of the worker and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the worker, or any person living in the immediate household of the worker.

e) Day Defined/Sick Leave Payoff

For purposes of this paragraph, a day is defined as eight work hours. Upon death or retirement, up to 60 days of accrued sick leave shall be paid off at a rate of 50% of the equivalent cash value. All accrued balances beyond 60 days shall be paid off at the rate of 12 1/2% of the accrued cash value (one hour's pay for one day of accrual). Upon resignation in good standing, workers with ten or more years of service shall be paid up to 60 days of accrued sick leave at the rate of 25% of the equivalent cash value. All accrued balances beyond 60 days will be paid off at the rate of 12 1/2% of the accrued cash value. All other rights to sick leave with pay of a worker shall be cancelled upon his/her separation from VTA; provided, however, if a worker resigns or is separated on a layoff and is reinstated or re-employed within one year from the date of resignation or two years from the date of layoff, such worker's right, if any, to sick leave with pay shall be restored to him/her. At the worker's option, he/she may convert accrued but unused sick leave at retirement to credit one month of worker's medical premium for each day of sick leave

accrued.

f) Reinstatement Pay Back

Workers receiving a sick leave pay off in accordance with section (e) above may, if reinstated within one year, repay the full amount of sick leave payoff received and have her/his former sick leave balances restored. Repayment in full must be made prior to reinstatement.

g) Vacation Illness Conversion

If a worker on vacation becomes ill, he/she may convert vacation time to sick leave with pay. The conversion must be supported by a statement from an accredited physician.

h) Exhaustion of Sick Leave

When a worker has exhausted all accumulated sick leave and compensatory time, he/she shall have the option of using vacation time or leave without pay for absences due to illness. The worker must notify the department of worker's option prior to payroll action, otherwise vacation time will be used. When requested by the worker, Management will restore vacation by making the appropriate payroll adjustment in the next payroll period. This option shall not be available to any VTA worker where Federal law prohibits leave without pay.

Section 12.2 - Compulsory Leave

a) Physical Examination

If any non-probationary worker is required by the appointing authority to take a physical examination not connected with pre-existing or existing industrial injury to determine if he/she is incapacitated for work, the following provisions will apply and will be given to the worker in writing:

1. Before making a decision, the physician designated by the appointing authority will consult with the worker's personal physician and will advise him/her of this procedure.
2. If the worker's personal physician agrees with the decision of the physician designated by the appointing authority, the decision is final.
3. If the physicians disagree, and the worker so requests, they will select a third physician whose determination will be final. Cost for such examination by the selected physician will be equally shared by the worker and the appointing authority.

b) Court Related

The appointing authority may require a worker who has been formally charged in a court of competent jurisdiction with the commission of any felony or of a misdemeanor involving moral turpitude, provided said crime is related to the worker's employment status, to take a compulsory leave of absence without pay pending determination by way of a plea, finding or verdict at the trial court level as to the guilt or innocence of such worker.

1. Determination of Innocence

If there is a determination of innocence or the charges are dropped, the worker

shall be reinstated to his/her position with return of all benefits, including salary, that were due for the period of compulsory leave; subject, however, to appropriate disciplinary action if warranted under the circumstances. Any such disciplinary action may be imposed effective as of the commencement date of the compulsory leave imposed under this Section.

2. Determination of Guilt

If there is a determination of guilt, the appointing authority may take appropriate disciplinary action. If the action is a suspension and the suspension is for a shorter duration than the compulsory leave, the worker shall receive the difference between the compulsory leave and the suspension in salary and all benefits.

Section 12.3 - Military Leave

a) Governing Provision

The provisions of the Military and Veterans Code of the State of California shall govern the military leave of workers of VTA, and as provided by the VTA Policies and Procedures, Policy #AS-HR_PL_3322 Military Leave-Supplemental Salary and Benefits.

b) Physical Examination

Any regular or provisional worker shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the National or State military services.

c) A worker who has military duty on a weekend/s (Saturday and Sunday) and where an assigned work week includes either a Saturday and/or Sunday, may request an adjustment of their scheduled days off. A worker must request such arrangements in writing, No later than five (5) working days upon receipt of their notice, or military orders, the worker must request such arrangements in writing supported with a copy of the notice or military orders and upon return to work provide verification of attendance. No additional compensation, overtime, shift premiums, or other extra costs to VTA shall result from such adjustments.

Section 12.4 - Leave Without Pay

a) Reasons Granted

Leaves of absence without pay may be granted to workers for up to one year. Extensions to leaves approved for less than one year shall not unreasonably be denied provided adequate advance notice is given. If a worker wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority.

Leaves beyond one year may be granted due to special circumstances. The following are approved reasons for such leave:

1. Illness beyond that covered by sick leave.
2. Education or training which will benefit VTA.
3. Other personal reasons which do not cause inconvenience on the department.

b) Leave for Union Business

Upon 30 days advance notice, a long term leave without pay to accept employment with the Union shall be granted by the appointing authority for a period of up to one year. No more than six workers shall be granted a leave at any one time. A leave may only be denied if:

1. The notice requirement is not met.
2. The number of workers on leave has reached the maximum of six.
3. The worker has specialized skills and abilities which are necessary and could not be replaced.

With notice no less than 30 days prior to the conclusion of the leave, such leave may be extended up to one year upon approval of the appointing authority.

c) Revocation

A leave may be revoked by the Employee Services Manager upon evidence that the cause for granting it was misrepresented or has ceased to exist.

d) Vacation Leave Without Pay Option

A worker must receive prior approval from his/her supervisor to use leave without pay for an authorized vacation absence. The department may assign leave without pay for an unauthorized absence. When the authorized absence is less than a pay period and when requested by the worker, management may restore vacation by making the appropriate payroll adjustment in the payroll period following worker's request. This option shall not be available to any VTA worker where Federal law prohibits leave without pay.

Section 12.5 - Family Leave

a) Parental Leave

1. Length

Upon request, parental leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six months. With notice no less than one month prior to the conclusion of the leave, such leave may be extended up to one year upon approval of the appointing authority. A request for extension can only be denied for good cause. A worker who is pregnant may continue to work as long as her physician approves. Adoptive parents shall not be covered by VTA medical benefits while on maternity leave except as otherwise provided by law. All provisions of Section 12.5 shall apply to this parental leave provision.

2. Sick Leave Use

If, during the pregnancy leave or following the birth of a child, the worker's physician certifies that she is unable to perform the duties of her job, she may use her accumulated sick leave during the period certified by the physician.

b) Other Family Leave

Upon request, family leave, with or without pay shall be granted for the placement of a foster child or to attend to the serious illness of a family member in accordance with the Family and Medical Leave Act, for a period of up to six months.

Section 12.6 - Leaves to Perform Jury Duty or to Respond to a Subpoena

a) Response to Summons

A worker shall be allowed to take leave from his/her duties without loss of wages, vacation time, sick leave or worker benefits for the purpose of responding to a summons to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that a worker shall receive paid leave to serve on a jury for which he/she has been selected not more than once during a calendar year and provided that he/she reimburse VTA for all compensation received, other than the mileage allowance, by virtue of his/her performance of such jury duty. No worker shall be paid more than his/her regular shift pay or regular workweek pay as a result of jury duty service. The worker is required to notify his/her appointing authority no later than five working days of receipt of the jury summons and when his/her jury service is completed. If selected for jury duty, a worker's days off (during the day or week of a confirmed jury duty assignment) shall be adjusted to conform to the schedule of the court when advance notice is provided to the immediate supervisor. When jury service has not been confirmed, the worker shall notify their supervisor on a daily basis regarding any change in their status.

b) Response to a Subpoena

No worker shall suffer loss of wages or benefits in responding to a subpoena to testify in court if that worker is not a party to the litigation.

c) Release Time

In the event a night shift worker is called to court under the above provision, the following shall apply:

1. Swing or PM shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
2. Night or Graveyard shall have release time on the shift prior to court attendance; and that worker shall suffer no loss of wages or benefits.
3. When a worker, whose regularly scheduled hours includes two full shifts (16 hours) of scheduled duty between 11:00 p.m., Friday to 3:00 a.m., Monday, is selected for a jury and is required to be in Court during his/her regular days off, the department will make every effort to provide the following Saturday or Sunday as a regularly scheduled day off. The weekend cannot count as a weekend worked for Weekend off Provisions.

d) Return to Work

For the purpose of this Section, a worker who responds to a summons to jury duty and who is not selected as a juror shall not be deemed to have performed jury duty and shall return to work as soon as possible.

e) Voluntary Jury Duty

Nothing in this Section shall prevent any worker from serving on a jury more than once per calendar year, provided, however, that such additional periods of absence from regular

duties as a result thereof shall be charged, at the option of such worker, to either accrued vacation time or leave without pay

Section 12.7 - Tuition Assistance

- a) VTA shall maintain a tuition assistance program 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.

Eligible expenditures may include college level courses, certificated programs and or continuing educational credits, education programs, seminars and conferences.

- c) Within the limits of the program, employees are eligible to receive immediate payment of 50% of tuition and other required costs (including textbooks) upon presentation of a course schedule. The employee agrees to present the original proof of payment within four weeks of receiving an advancement of funds from VTA. If proof of payment is not received within four weeks of receiving an advancement, the employee authorizes VTA to deduct the mutually agreed payment amount owed to VTA on the following pay-period from the employee's paycheck.

Employee should be notified of approval or denial within 5 business days.

The employee shall sign a note which states that upon receipt of payment, he/she authorizes:

- 1. Deduction from his/her wages in the event he/she does not receive a passing grade of C or better,
- 2. Deduction of 50% of the full amount of payment if he/she leaves VTA employment within one (1) year after satisfactory completion of the course (except if laid off).
- 3. Deduction of the full amount of payment if he/she leaves VTA employment before completion of the course (except if laid off).

- d) **Make-up Time**

Workers taking a course only available during working hours must make up 50% of the time away from job. Make-up time may be deducted from the worker's accrued vacation, personal leave or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The department will make every effort to allow the worker time off except where the payment of overtime will result. A worker and the appropriate level of Management may mutually rearrange the duty shift beyond 8 hours but within the 40 hour workweek for purposes of participating in non- duty education and/or training deemed by VTA to be to the benefit of the worker and VTA and such arrangement will be considered a waiver of Section 8.2.

- e) 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 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, certified programs and/or continuing educational credits. All courses, education programs, seminars, conferences, etc., must receive prior approval by the Manager for Employee Development and Training, and when required, by the Department Director and/or designee(s). Paid time off may be provided during normal work hours with prior approval by the Department Director and/or designee(s). If paid time off is granted, it will serve as VTA's matching funds.

Section 12.8 - Bereavement Leave

Leaves of absence with pay shall be granted workers 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 worker or of the spouse/registered domestic partner of the worker and the spouse/registered domestic partner, stepparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, or sister-in-law of the worker or any person living in the immediate household of the worker.

Up to 40 hours pay shall be granted which will consist of 24 hours not charged to any accumulated balance followed by 16 hours chargeable to sick leave, if necessary.

ARTICLE 13 - BENEFIT PROGRAMS

Section 13.1 – Workers' Compensation

a) Eligibility

Workers Compensation shall be administered and paid as provided for by the Labor Code of the State of California. If an employee has an industrial injury/illness, it must be reported to VTA immediately upon discovery or diagnosis.

Instances where employees are injured and seek medical care, and return to work within three hours shall not suffer a loss of pay on the day of injury.

All leaves of absence due to a disability covered by Workers' Compensation shall be limited to two years.

b) Compensation

A worker who is disabled as a result of an industrial injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave and vacation time as when added to any disability indemnity payable under the Workers' Compensation Act will result in a payment to him/her of not more than his/her full salary, unless the worker subsequently notifies his/her department payroll unit of his/her desire not to have integration occur. The change from integration to non-integration shall be implemented at the beginning of the next pay period after such request.

The first three days shall be charged to the worker's accrued but unused sick leave. If the temporary disability period exceeds 14 calendar days, temporary disability will be paid

for the first three days.

c) Industrially Injured Workers – Temporary Transitional Modified and/or Alternative Work Program

VTA has established a Temporary Transitional Modified and/or Alternative Work Program that provides eligible workers temporary modified and/or alternative work within their department as they recover from industrial injury or illness and transition back to their customary job duties. The modified or alternative work must be consistent with the employee's regular duties. The modified or alternative work must be, as determined by a Qualified Medical Examiner or provider, consistent with the employee's capabilities as limited by the injury or illness. Pursuant to the program, departmental managers shall make every reasonable effort to provide work assignments to all such workers deemed medically eligible to perform modified work and/or alternative work. The maximum length of such work program shall not initially exceed ninety (90) calendar days.

There are three kinds of "Temporary Transitional Modified and/or Alternative Work" shown in order of preference:

1. Return to the worker's same job, and still perform the essential functions of the job, with some duties restricted.
2. Return to the same job, and perform the essential functions of the job, but for fewer hours per day or fewer hours per week. To be used if an injured worker cannot return on a full-time basis.
3. Return temporarily to a different job. This option is offered only when there is a business need for special work to be performed and only if the regular job cannot be reasonably modified to meet the injured worker's medical limitations.

d) Treatment Following Return from Leave

Workers required by their physician to undergo therapy or treatment due to an industrial injury shall receive leave with pay under the following conditions:

1. Treatments are being paid under Workers' Compensation.
2. The therapy or treatment falls within the worker's normal working hours.
3. Applies only to actual prescheduled treatment time and reasonable travel time.

e) Clothing Claims

Loss of, or damage to, a worker's clothing resulting from an industrial injury which requires medical treatment will be replaced by VTA through the following procedures:

The Department/Agency will review and make a determination on all such incidents as submitted in writing by the worker. Reimbursement will be limited to the lesser of:

1. 75% of proven replacement cost or

2. the repair cost.

However, both of the above are limited by a \$50.00 maximum. (Nothing in this Section is intended to replace or supersede Section 9.2 which provides for replacement of items damaged, lost, or destroyed in the line of duty.)

f) Concurrent Leave

The employee may request a Family Medical Leave Act (FMLA) to run concurrently with their Industrial Illness absence.

Section 13.2 - Insurance Programs

a) Medical Coverage

1. VTA will offer CalPERS Medical effective 1/1/16. Only those medical plans offered under the CalPERS program 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 Bay Area Family rate for employees, effective 1/1/16. Employees will pay the excess above the Kaiser Bay Area Family rate.

2. Domestic Partners

VTA implemented registered domestic partner coverage effective July 16, 1995, pay period 95/16.

3. Medical Premium Payments During Family Leave Without Pay, Medical Leave Without Pay and Industrial Injury Leave

VTA will pay the medical premium subject to the applicable co-payments in this Section as follows:

- a. For a worker on pregnancy disability leave without pay or medical leave without pay, up to 13 pay periods of worker only coverage. A portion of the leave may include dependent coverage in accordance with the Family and Medical Leave Act, the California Family Rights Act and VTA's Family and Medical Leave Policy. For employees on pregnancy disability, benefits will continue as if the employee was on a paid status.
- b. For a worker on family leave without pay, in accordance with VTA's Family and Medical Leave Policy, up to 12 weeks of dependent coverage.
- c. For a worker on industrial injury leave, worker only coverage for all times while on such leave, and, in accordance with VTA's Family and Medical Leave Policy, up to 12 weeks of dependent coverage.

4. Medical Benefits for Retirees

- a. For retirees and survivors in California: VTA will contribute up to the

Kaiser Bay Area Single Party rate for CalPERS medical plans for retirees and eligible survivors residing in California, effective 1/1/16. Retirees will pay the excess above the Kaiser Bay Area Single Party rate.

- b. Retirees and survivors outside of California: VTA will contribute up to the Kaiser Out of State Single Party rate for retirees and eligible survivors living outside of California. Retirees will pay the excess above the Kaiser Out of State Single Party rate, effective 1/1/16.
- c. Retirees eligible for Medicare are required to enroll in Medicare Part A & B and a Medicare Supplement plan. Retirees enrolled in Medicare shall receive reimbursement for Medicare B premiums, not including any late enrollment penalties.
- d. Spouses of retirees are eligible for medical coverage at their own expense.
- e. Survivor coverage will be paid by VTA up to the Kaiser Bay Area Single Party rate if residing in California, and up to the Kaiser Out of State Single Party rate if residing outside of California. Survivors will pay the excess above the VTA contribution.

A. Defined Benefit Retiree Medical Program:

VTA shall provide a premium allowance toward the cost of the medical plan for workers who 1) have completed 5 years of service (1305 days of accrued service) or more with VTA and 2) retire directly from VTA.

b) Dental Coverage

Effective January 1, 2026, VTA shall provide both an indemnity and an HMO dental plan. VTA shall make full payment of the premium for the worker 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

VTA shall provide a Basic Group Life Insurance Plan of \$50,000 per worker for the term of the Agreement.

d) Vision Care Plan

Effective January 1, 2026, VTA agrees to provide a Vision Care Plan for all workers and eligible dependents. The Plan will be the Vision Service Plan – Option 2 (frame/contact allowance of \$250) with benefits at 12/12/12 month intervals with \$20.00 dollar deductible for examinations and \$20.00 deductible for materials. VTA will fully pay the monthly premium for worker and eligible dependents.

- e) Flexible Spending Accounts (FSA)
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 13.3 - Training for Disabled Workers

- a) Vocational Rehabilitation
When a worker is determined by a Qualified Medical Provider to be unable to return to the classification in which he/she was employed at the time of injury or illness because of a work-connected illness or injury and does not elect a disability retirement, that worker shall be referred to Enterprise Risk Management to provide information regarding available services pursuant with State regulations to include vocational rehabilitation. All vocational rehabilitation services will be provided for the employee by VTA at VTA's discretion (in accordance with the Americans with Disability Act).
- b) Lateral Transfer/Demotion Openings
If the worker meets all the qualifications for a particular position (this would take into account his/her medical limitations, prior work experience and skills) and an opening exists that involves a lateral transfer or demotion, the position shall be offered to the worker.
- c) Salary Level
In accordance with Personnel Policies and Procedures, the salary of the employee shall be placed at the step in the salary range which corresponds most closely to the salary received by the employee as of the time of injury. In the event that such a demotion would result in a salary loss of more than 10%, the employee's new salary shall be set at the rate closest to but not less than 10%, below his salary as of the time of injury. It is understood that "salary as of time of injury" as used in the previous sentence refers to range and step, not specific dollars.
- d) Training Program
In those cases where the worker may not have the necessary prior experience or all the required skills but there is reasonable assurance that the worker will be capable of obtaining them through a designated formal on-the-job training program, VTA will make reasonable efforts to place the worker in a training program.
- e) Placement Review
If, after a period on the job, it is demonstrated that the worker is unable to develop the required skills, knowledge and abilities and/or cannot meet the physical requirements to handle the new position, he/she will be placed on a leave of absence and the placement process begins again.
- f) Promotions
Any position which involves a promotion will call for the normal qualifying procedures, written and/or oral examination. However, if it is found that a worker meets all the qualifications for a higher paying position and an eligibility list is already in existence,

the worker shall be allowed to take a written and/or oral examination, and, if the worker qualifies, the worker's name will be placed on the eligibility list commensurate with his/her score.

g) Referral to Accredited Rehabilitation Agency

In those cases where VTA is unable, for one reason or another, to place a worker in a comparable occupation, that worker's case will be referred to Enterprise Risk Management to provide information regarding available services pursuant with State regulations. Based on eligibility, the costs and expenses related to rehabilitation service are provided as a benefit under the Workers' Compensation claim file. VTA shall be responsible for all testing, counseling and retraining in compliance with State and Federal regulations.

h) State Legislation

The provisions of this Section shall not apply if State legislation removes from VTA the control of training for disabled workers.

Section 13.4 - Deferred Compensation Plan

VTA will continue the present deferred income plan for employees hired on and before June 30, 2025.

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.

Section 13.5 – Benefits Reopener/Joint Health Care Cost Containment Committee

During the term of this Agreement, a Joint Union-Management Committee with representation of Management and three Local 521 representatives will meet to discuss current medical, dental and vision plans. Nothing herein will preclude Local 521 and VTA from discussing other option plans, and with mutual agreement, extending them as a replacement to S.E.I.U., Local 521 VTA workers under the terms of VTA's offering.

Section 13.6 - Dependent Care Assistance Program

The Dependent Care Assistance Tax Program will continue at no cost to VTA during the term of this Agreement unless legislative changes or lack of enrollment determine continuation to be impractical.

Section 13.7 - Dual Coverage

Spouses and same sex domestic partners of workers, as well as the worker, employed by VTA shall not be eligible for dual medical coverage. Spouses and same sex domestic partners who are both employed by VTA may choose separate medical plans. Non-employee eligible dependents may be covered on either worker's plan (at the worker'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 worker.

Section 13.8 - Employee Assistance Program

VTA agrees to provide an Employee Assistance Program for workers in this unit and to meet and discuss the program with the Union. Information regarding the program will be made available to all workers.

ARTICLE 14 - PERS - SOCIAL SECURITY

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, worker contributions shall be made on a pre-tax basis.

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

Workers hired prior to January 1, 2012- VTA shall continue to contract with the California Public Employees' Retirement System (PERS) to provide eligible workers the 2% at 55 Local Miscellaneous Member retirement plan with one-year Final Compensation (single highest year). VTA shall pay the entire employer contribution to PERS. Workers shall pay 6.0% of salary toward the required employee contribution. VTA shall pay the balance of the required employee contribution to PERS.

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

For Workers hired in or after the first full pay period in January 2012, VTA shall pay the entire employer contribution to PERS. Workers shall pay 7% of salary toward the required employee contribution. VTA shall pay the balance of the required employee contribution to PERS.

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

For workers hired on or after January 1, 2013 but before December 30, 2014, VTA shall pay the entire employer contribution to PERS. Workers 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, workers shall pay toward the required employee contribution:

- 7.25% of salary or 50% of the normal cost up to the PEPRA compensation/contribution limit (e.g., \$121,388 in 2018), whichever is higher.

PEPRA- New Members Workers hired on or after December 30, 2014 – New Members under PEPRA:

For workers 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. New Members are provided the 2% at 62 retirement plan with final compensation as the highest average annual pensionable compensation earned during any consecutive 36-month period of service.

ARTICLE 15 - USE OF PRIVATE VEHICLES AND MILEAGE PAYMENT

Section 15.1 - Use of Private Vehicles

a) No Requirement

No worker shall be required as a condition of obtaining or continuing VTA employment, to possess or provide a private vehicle for use in connection with his/her VTA employment. Use of VTA vehicles shall be in accordance with VTA policies and regulations.

b) Authorization of Use

Departments may authorize the use of private vehicles by their department workers, with each department maintaining a continuous listing of those workers authorized to use their private vehicles. Each worker so authorized shall have completed applicable VTA authorization requirements governing VTA driver permits and insurance. Workers not having completed such requirements and thereby not on the listing shall be neither required nor authorized to use their private vehicles.

c) Damage

Workers whose vehicle is damaged in a collision with another vehicle while driving a personal vehicle on VTA business shall, following the approval of the Accident Review Board, be reimbursed for such damage not to exceed \$500.00 provided:

1. The driver of the other vehicle is responsible for the accident as verified by a police report, and the damages shall be unrecoverable from the other party by reason of lack of liability insurance, or
2. The damage is caused by a hit-run or unidentified driver as verified by a police report, or
3. The amount of damage to be reimbursed by VTA is not recoverable under any policy of insurance available to the worker. VTA shall be subrogated to the worker's rights of recovery from the responsible party.

Section 15.2 - Reimbursement for Use of Private Vehicle

a) Mileage Reimbursement

Any worker required to travel on business for VTA and who has been duly authorized to use and does use a privately-owned automobile shall be allowed and paid as traveling expense for the actual miles traveled during any calendar month at the maximum allowable rate per mile under Internal Revenue Service guidelines. Actual miles traveled shall be defined as all miles driven on VTA business. However, no mileage reimbursement shall be paid for miles traveled to the first field or work location of the day from the worker's place of residence or from the last field or work location of the day to the worker's place of residence, unless the miles traveled exceeds the distance normally traveled by the worker during his/her normal home-to-work commute. In that case, the worker may claim reimbursement for only the added mileage which exceeds the normal home-to-work mileage.

Section 15.3 - VTA Business Travel

a) Meal Reimbursement

Workers who are required in the performance of their duties to travel outside of Santa Clara County shall be reimbursed for meals in an amount not to exceed:

<u>No Receipt</u>		<u>Receipts Required</u>	
Breakfast	\$7.00	Breakfast	\$15.00
Lunch	\$8.00	Lunch	\$17.00
Dinner	\$15.00	Dinner	\$30.00

With prior authorization from the respective approving authority, meal reimbursement shall be allowed within Santa Clara County.

b) Out-of-State Advance

Workers assigned to out-of-state work, shall receive an advance of 85% of the total anticipated out-of-pocket expenses in accordance with VTA Policies and Procedures.

c) Claims for Travel Expense

In accordance with VTA Policies and Procedures, the employee must prepare and sign an itemized account of expenses no later than 30 days after return from the travel before actual travel expenses will be paid.

Section 15.4 - Parking Stickers for Workers with Disabilities

All workers determined by VTA to be disabled in accordance with standards of the State of

California Department of Motor Vehicles will be issued a disabled workers parking sticker for their private vehicle.

Section 15.5 - Transit Passes

Effective September 1, 1996, VTA will grant VTA transit passes for use over its lines to all employees, spouses and dependent children of all full time employees; employees who retire from VTA on or after January 1, 1995, their spouses, and dependent children; and widows or widowers of full time employees or retirees who retire from VTA on or after January 1, 1995. Abuse of this provision shall be cause for the revocation of transit pass privileges.

ARTICLE 16 - WORKERS IN OTHER CATEGORIES

a) Coverage Under the Contract

All workers in other coded positions, as indicated in Appendix F shall be subject to and protected by this Agreement except as otherwise provided.

b) Seniority

Time worked in such positions shall apply to seniority for the purposes of Section 8.13, salary increments and all other matters in the same manner for all other positions, except as otherwise provided. (No change in past practices or agreements unless agreed to.)

- c) Examinations
Such workers shall be allowed to participate in examinations in the classified service equivalent to the positions they occupy as well as all open and/or promotional examinations for which they qualify.
- d) New Programs
Prior to final approval by VTA and the granting authority of new special programs funded from State and/or Federal sources which create positions which are the same or similar positions covered by this Agreement, the parties agree to meet and discuss on:
1. Coverage of such positions by all or any portion of the terms of this Agreement.
 2. The impact the utilization of such positions may have on workers in positions currently covered by this Agreement.

ARTICLE 17 - SAFETY

Section 17.1 - Safety Standards

VTA necessarily abides by safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act. Appendix D of this Agreement describes the agreed guidelines for the Safety Committee.

Section 17.2 - Ambience Guidelines

VTA has promulgated guidelines with respect to variations in ambience (e.g., heat, light) in work locations within VTA. The guidelines cover conditions encountered by workers who work both inside and/or outside. These guidelines are as follows:

Workers of VTA work in a variety of physical locations, both indoors and out, where environmental factors such as temperature, humidity, solar radiation, and air movement vary widely. Individual workers' tolerance levels for variations in those environmental factors vary from person to person based on physiological differences, general health, physical condition, the nature of the worker's work, and other individual tolerance factors not otherwise definable.

Although Federal and State OSHA regulations do not deal specifically with variations in these environmental factors, nor can individual tolerance levels be controlled, these guidelines are issued and intended to assist departments/agencies in dealing with extremes of the environmental factors listed above.

"Extremes" in such factors are not specifically defined here, but should be determined by each department in accordance with the season of the year or the work setting, based on commonly accepted standards for the nature of the work and the facilities or environment in which the work is performed. Distinctions should be kept in mind between comfort, efficiency and health considerations. Under these guidelines, each Division should determine acceptable limits of variation based on the factors described above, giving due regard to the work environment and its inherent characteristics and limitations. Division determinations concerning extremes and acceptable limits of variation are subject to review by the Risk Management Department.

Procedures

VTA shall designate representatives responsible for receiving, evaluating, and reporting worker complaints of environmental extremes through channels in accordance with these procedures. Depending on whether the reported extreme is in a building or outside, it will be acted upon as described below.

Buildings

Buildings are defined as all indoor facilities and structures operated (owned or leased) by VTA and occupied by VTA workers.

The Facilities Maintenance Department shall designate representative(s) for the purpose of receiving and responding to department reports of environmental extremes in VTA facilities.

The Facilities Maintenance Department shall promptly investigate complaints received from designated representatives and take reasonable steps to make any needed corrections. Facilities Maintenance will also promptly provide a status report for the complaining department regarding the conditions. The report will note if the condition is extreme, the expected duration of the extreme, and the cause. If requested, this report will be made available by VTA to the worker(s) who initiated the complaint.

Outside of Buildings

Environmental factors outside of buildings are not controllable. Reports received by designated representatives concerning outside environmental extremes will be evaluated and a decision made regarding alternative work procedures for work crews engaged in out of doors physical labor. If alternative work procedures are implemented, reasonable access to available shelter and water shall be provided consistent with the nature and locale of the work.

A distinction is to be made between those who perform physical labor in the outdoors versus those whose work requires temporary or regular presence in the outdoors or in vehicles necessary for completion of assigned work. In the latter instances, alternative work procedures should generally be required less frequently than in the case of work crews performing outdoor physical labor.

Alternatives When Environmental Extremes Exist

The decision to implement any variation in work activities shall be that of the appointing authority or his/her authorized representative. Careful consideration must be made regarding the department's overall operation to meet required service needs. However, when in VTA's judgment extremes in environmental conditions will continue to exist for a significant period, the Division head may invoke any or all of the following possible alternative work procedures:

1. Reduce work productivity levels.
2. Authorize more frequent rest periods throughout the work cycle.
3. Where workers may be excused from duty and they request time off because of the extreme situation, excuse those who may be released and charge said time, at the worker's option, to his/her accrued but unused vacation, compensatory time off, or to leave without pay.

These alternatives are not intended to limit the appointing authority from approving other alternatives, such as temporary changing of hours of work, temporary changing of work assignments, etc.

Workers who become ill because of extreme conditions may use sick leave in accordance with regular VTA procedures.

Section 17.3 – Good Faith Refusal

A worker's refusal to perform an assigned work or task because of an unsafe condition of work which they believe may threaten their life or the life of another person or puts the employee or another person in danger of serious physical injury shall not be just cause for discipline, provided the worker's good faith belief is based on documented evidence which supports their action. If an unsafe condition of work exists, the employee shall advise their supervisor as soon as possible that they are unable to proceed with the assigned work or task, the basis for said belief and document the occurrence in writing.

ARTICLE 18 - GRIEVANCE PROCEDURE

VTA and the Union recognize early settlement of grievances is essential to sound worker-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of workers, the Union, or VTA. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination, or reprisal.

Section 18.1–Grievance Defined

a) Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, VTA Personnel Policies and Procedures, resolutions, Policy and/or Procedure Manuals, or alleged infringement of a worker's personal rights (i.e., discrimination, harassment) affecting the working conditions of the workers covered by this Agreement, except as excluded under Section 18.b.

b) Matters Excluded From Consideration Under the Grievance Procedure

1. Probationary release of workers.
2. Position classification.
3. Workload.
4. Examinations.
5. Items requiring capital expenditure.
6. Items within the scope of representation and subject to the meet and discuss process.

Section 18.2 - Grievance Presentation

Workers shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of workers, by the Union, or by VTA. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of agreement or memorandum of understanding, nor shall any settlement be made which affects the rights or conditions of other workers represented by the Union without notification to and consultation with the Union.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step One without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step. Upon request by VTA, the Union shall appear and be heard in such grievances at any step.

Section 18.3 - Procedural Compliance

Union grievances shall comply with all foregoing provisions and procedures. VTA shall not be required to reconsider a grievance previously settled with a worker if renewed by the Union, unless by mutual agreement or it is alleged that such grievance settlement is in violation of an existing rule, ordinance, memorandum of understanding, or memorandum of agreement.

Section 18.4 - Time Limits

- a) Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided below and the arbitrator shall fashion an appropriate remedy.
- b) When the last day to meet a contractual commitment falls on a Saturday, Sunday, or Holiday, the contractual commitment shall be extended to and include the next customary business day (Monday through Friday).

Section 18.5 - Informal Grievance Step

It is agreed that workers are encouraged to act promptly through an informal meeting with their immediate supervisor outside of the bargaining unit on any act, condition or circumstance which is causing worker dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance.

A meeting should normally take place if it is agreed by the parties that such meeting would assist to clarify or resolve the grievance. The worker may be accompanied by his/her Steward or Chief Steward at the informal meeting. Any resolution reached at the informal step must be in accordance with the provisions of this Agreement or other rule or ordinance.

Section 18.6 - Formal Grievance

- a) Step One - Within 30 calendar days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to Employee Relations (ER). This copy shall dictate time limits. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired; and
7. The name of any person or representative chosen by the worker to enter the grievance.

A meeting to clarify or resolve the grievance shall take place within 30 calendar days of the receipt of the grievance. The worker may be accompanied by his/her Steward or Chief Steward at the meeting.

A decision shall be made in writing within 15 calendar days of the Step One meeting. A copy of the decision shall be directed to the person identified in 7 above. A copy shall be sent to the Union and this copy shall dictate time limits.

b) Step Two - Arbitration

If the Union is not satisfied with the Step One decision, it may, within 30 calendar days after receipt of the first step decision, request in writing to ER that the grievance be moved to Step Two.

1. Selection of the Arbitrator

When the parties cannot reach mutual agreement regarding an arbitrator, they will request a list of seven names from the State Conciliation and Mediation Service and strike names until an arbitrator is selected. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin. In addition, all parties will attempt to stipulate to all facts, disclose all pertinent information and agree on the question or questions to be submitted to an arbitrator. The arbitrator shall be requested to agree to render a decision within 30 calendar days of the hearing, receipt of the transcription or the briefs, whichever is later. The arbitrator's compensation and expenses shall be borne equally by the worker or the Union and VTA. Decisions of the arbitrator shall be final and binding.

The parties shall also decide if the grievance will be arbitrated on an expedited or regular arbitration basis. In the event no mutual agreement is reached, the grievance will continue to regular arbitration.

2. Alternative Dispute Resolution

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

Prior to the arbitration hearing, dispute resolution meetings shall be held at least monthly or can be waived by mutual agreement. The Union shall be entitled to have released, for Second Step meetings, the Chief Steward, or in his/her absence, the Steward.

Section 18.7- Expedited Arbitration

- a) VTA and the Union may upon mutual agreement of the specific case/or cases submit grievance disputes to expedited arbitration in the interest of obtaining a prompt disposition of the grievances brought by workers, the Union, or VTA.
- b) The expedited arbitration shall be conducted according to the following rules, and the arbitrators shall be required to agree to abide by them:
 1. VTA and the Union shall agree to schedule as many cases as can be reasonably presented within a normal work day.
 2. Prior to the arbitration, the parties must mutually agree to the question to be placed before the arbitrator or the case will not proceed through this process.
 3. It is the intent of this expedited arbitration procedure to not record these proceedings. It is agreed, however, that either party may request a stenographic record and transcripts and the party requesting the record shall bear the full cost of the reporter's fee and transcript. The other party shall not be entitled to a copy, unless the parties agree to share the costs.
 4. The parties shall be represented by staff advocates. The parties shall not be represented by attorneys in the arbitration hearing. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.
 5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post-hearing briefs shall not be submitted, unless otherwise mutually agreed.
 6. The arbitrator shall render his or her decision after each party has presented and summarized its case. The arbitrator shall confirm his/her decision in a written letter to each party.
 7. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases presented during that day's hearing.

Section 18.8 - Arbitration Release Time

- a) The worker on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the worker is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing. Release time also will be granted to the appropriate Chief Steward, Assistant Chief Steward, or designee.

- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the worker's own leave time - provided the absence does not unduly interfere with the performance of service.

ARTICLE 19 - RECLASSIFICATION

Section 19.1 - Reclassification

A worker may request reclassification through his/her department during the month of October, or such time as designated by the Human Resources Administration Manager, but no less than one month per year. The department will forward all requests to the Human Resources Administration Manager or designee with a recommendation for approval or denial.

The Human Resources Administration Manager or designee will review the requests and notify the worker and the Union of his/her approval or denial, and if denied the reasons for denial no later than three months following the window.

If the request is denied, the worker shall have the right to appeal to the Director of Business Services or designee. The appeal shall be submitted in writing within ten working days of the receipt of the written denial. VTA agrees to provide the Union with copies of all appeals.

The Director of Business Services will determine the procedure of the appeal. If an appeal hearing is held, the employee may have one representative present. The worker will be notified in writing of the decision of the Director of Business Services or designee.

The Human Resources Administration Manager or designee will compile a list of all of the approved and denied studies and the expected completion date and provide the Union with a copy of the list. All employee initiated classification studies shall be posted to the Union within 6 months of the date approved for study unless the timeline is extended by mutual agreement. Positions which are reclassified will be considered promotions (Section 7.3) for the purpose of determining the new pay rate.

Section 19.2 - Allocation Review

- a) Reallocation is a process by which a worker requests to have his/her position considered for a change to an existing higher level classification. A worker may request in writing a reallocation review of his/her position based upon the differences between his/her current classification specification and the classification specification to which the worker requests to be reallocated.

Workers must submit to the appointing authority (supervisor) a position questionnaire which fully describes their current duties. The submission date shall be the date the worker submits the position questionnaire to their supervisor. The appointing authority (supervisor) must, within 30 working days, remove the higher duties and the worker will be eligible for work out of class payment for a period of 30 working days prior to the date of receipt of his/her request and henceforth, or deny the request and forward it to the Human Resources Manager consistent with the schedule below:

<u>Notice to Appointing Authority (Supervisor)</u>	<u>Pre-hearing</u>	<u>Allocation Review Board</u>
October 1, 2025	February 1-March 31, 2026	April 1-30, 2026
October 1, 2027	February 1 – March 31, 2028	April 1 – April 30, 2028

b) The parties agree that the following procedures shall apply:

1. VTA shall provide a list of the reallocation requests it will approve and those it will deny. Only the worker who is the incumbent of the position on the date of the Request for Review and continues to be the incumbent on the date of the Allocation Review Board (ARB) hearing will be allowed to appeal to the ARB, with Union concurrence. VTA will provide the Union copies of all reallocation requests submitted by workers no later than January 31, of each year, following each reallocation window.
2. A Pre-Arbitration Review is an informal meeting conducted in an attempt to resolve contested allocations prior to the formal Allocation Review Board Hearings. Present at the Pre-Arbitration Review is the worker and not more than two Union representatives, and not more than three VTA representatives. Either party may bring one witness to testify. No new information will be considered after the Pre-Arbitration Review Process. The results of the Pre-Arbitration Review Process shall be reported out by Human Resources in writing and delivered to the Union and the incumbent. Should the decision deny the request, the written decision shall include the reasons for denial.
3. Should the worker requesting reallocation be dissatisfied with the Pre-Arbitration Review, he/she may appeal the decision to the Allocation Review Board (ARB) with union concurrence. An Allocation Review Board will evaluate the unresolved appealed allocations. The Board will consist of three individuals knowledgeable of VTA's classification structure or general classification techniques. VTA and the Union will select their representative and jointly agree to a third party. The cost of retaining the third party will be borne jointly by VTA and the Union. Present at the Allocation Review Board will be the incumbent(s) and two Union representatives, and three VTA representatives. Either party may bring witnesses.
4. The Allocation Review Board will review the information obtained during the hearing and make a recommendation to the General Manager. The General Manager shall be provided an opportunity to concur or object to the recommendations. Should the GM object within 10 calendar days, the ARB shall conduct a second review and reconsider its initial decision. The General Manager, or designee, shall review the recommendations and render a written decision within 30 calendar days. The decision shall be final and binding. The ARB upon its completion of the second review shall issue a decision within 15 calendar days to either sustain or overturn its initial decision. The decision shall be final and binding.

5. It is expected that VTA and the Union shall abide by the recommendations of the Allocation Review Board. However, either party may submit its positions directly to the General Manager along with the Allocation Review Board recommendation.
6. Any change in allocations will be implemented at the beginning of the pay period following the decisions of the Allocation Review Board.
7. Policies and procedures that apply to regular classification studies, such as test requirements and minimum qualifications shall apply to the Reallocation Process.
8. Workers who have their reallocation request denied by the Allocation Review Board shall not be permitted to participate (request the same class) in the reallocation process until one additional window has passed.
9. VTA and the Union will discuss the continued use of this provision during this contract term at scheduled Labor Management Committee Meetings. No changes shall be made without mutual agreement.

ARTICLE 20 - CONFLICT OF INTEREST

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

ARTICLE 21 - STRIKES AND LOCKOUTS

During the term of this Agreement, VTA agrees that it will not lock out workers and the Union agrees that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Union dues deduction by VTA.

If a worker represented by Local 521 is expected to cross a picket line set up due to a labor dispute sanctioned by the Central Labor Council and if the crossing of that picket line is in conflict with the worker's conscience, the General Manager and his/her staff will meet, if requested, within 24 hours with Local 521 and attempt to reassign said worker in a manner which retains VTA services and does not result in disciplinary action against the worker.

ARTICLE 22 - FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between VTA and the Union. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between VTA and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement,

voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by VTA, the Union shall be afforded all possible notice and shall have the right to meet and discuss upon request. In the absence of agreement on such a proposed action, VTA reserves the right to take necessary action by Management direction.

ARTICLE 23 - SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

If the State of California notifies the Santa Clara Valley Transportation Authority that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is AB 1040, introduced in Spring 1991), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative.

VTA reserves the right to cease payment or seek repayment of wages and/or benefits upon which the State of California is basing the monetary penalty. The Union reserves the right to contest the legality of the payment cessation or repayment.

It is understood that the purpose of this Section is to ensure that VTA does not incur any liability or penalties on either the original agreement provisions, or the negotiated alternate provisions.

ARTICLE 24 – LABOR MANAGEMENT COMMITTEE

Within (30) days of the signing of this agreement, VTA and SEIU agree to create a Labor Management Committee (LMC) which is intended to discuss and attempt to resolve issues that may arise regarding the administration of this Agreement. The forum is also intended to foster the discussion of concepts to improve employee relations and to provide updates on ongoing projects of interest and/or concern. While the parties shall attempt to resolve issues through this process and to the extent feasible avoid relying solely on the grievance/arbitration process to settle disputes, this in no way intends to displace the proper use of the grievance and arbitration process provided in this Agreement. This committee should also endeavor to promote goodwill between VTA management and SEIU.

“The LMC will serve as a central forum where agreed upon joint projects can be reviewed and adjusted. These joints projects include, but are not limited to:

- Health and Safety Committee
- Application of Work Unit Agreement Sideletter to Information Technology and other agreed upon departments;
- Allocation and distribution of Personal Protective Equipment (PPE)
- Technical Training Requirement and Provision
- Discussion of Other Post Employment Benefits (OPEB)

LMC Meeting:

1. A meeting schedule will be mutually agreed upon at the first LMC committee meeting. The schedule is subject to change by mutual agreement between the Union and VTA.
2. The LMC shall meet monthly. The frequency of meetings may be reduced or increased through mutual agreement;
3. A mutually agreed upon agenda will be distributed to the parties in sufficient time prior to scheduled meeting, to allow for adequate preparation to discuss the issues;
4. The parties agree to meet within designated release time;
5. The LMC shall consist of three (3) core representatives from SEIU and three (3) core representatives from VTA in order to provide consistency. Subject matter experts may be asked to attend on specific matters as needed.

Health and Safety:


Within thirty (30) days following the formation of the LMC, the parties agree to meet for the purpose of discussing health and safety concerns and applicable policies to ensure critical safety concerns are addressed in a timely manner.


ARTICLE 25 - TERM OF AGREEMENT


This Agreement shall become effective only upon approval by the Board of Directors and upon the ratification by the membership, and shall remain in full force and effect to and including December 31, 2028, and from year-to-year thereafter; provided, however, that either party may serve written notice on the other at least 180 days prior to January 1, 2029, of its desire to terminate this Agreement or amend any provision thereof.


DATED: 11/24/2025 _____


For VTA:

Signed by:

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Robert Escobar


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Linda Durham


DocuSigned by:

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Janie Berry

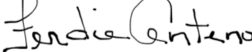
DocuSigned by:

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Hang Do


Signed by:

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Ashley Jerbic


For SEIU:

DocuSigned by:

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Tammy Dhanota

Signed by:

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Maisha Willis

DocuSigned by:

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Ferdie Centeno

Signed by:

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Carlos Valenzuela

Signed by:

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Philip Nguyen

Signed by:

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Tyrone Garcia

APPENDIX A MISCELLANEOUS PROVISIONS

A.1 - Staff Meetings

VTA agrees as a matter of principle that clerical representation is appropriate in department staff meetings which discuss items impacting on clerical functions or working conditions. Each department shall develop a procedure for implementing this principle which will be made available to the Union on request but not more often than annually in each department.

A.2 - Time Off for Career Advancement

VTA shall, as a matter of policy, permit workers to pursue transfers and promotions, including scheduled examinations, interviews, and location visits without loss of compensation, or benefits, provided consideration is given to departmental administrative requirements.

A.3 - Typing

For those VTA job opportunities requiring typing, VTA will:

- a) Provide testing facilities in Personnel.
- b) Accept certification from accredited schools in lieu of such typing tests when the actual test and score sheet are attached.
- c) Workers shall have the opportunity to take the typing test on an appointment basis.

Satisfactory typing test results and certification will be valid if accomplished not more than 24 months prior to the date of application for the position.

A.4 - Union Logo

With approval between the Union and their respective Division Directors, workers shall have the right with Union membership to include the Union logo on internal documents they type/word process (SW-715).

A.5 - Alternate Staffing/Trainee

Mutually agreed classifications will be alternately staffed.

- a) The hiring authority, as an alternative to appointing directly to the higher class, may accept a transfer of a currently employed Office Specialist I or Account Clerk I. Should sufficient qualified Office Specialists I or Account Clerks I not apply for transfer, the department may then request that eligibles be certified from the appropriate lower level eligible list.
- b) Selection of persons at the appropriate level should be on the basis of their capability to be trained to perform at the higher level, given adequate training and experience.
- c) The appropriate class as an alternate with the above higher level clerical classes will serve as a Trainee level where persons hired will be expected to learn the specialized function and be capable of performing at the higher level within six months.

- d) All positions to be filled at the appropriate alternately staffed trainee level will be listed on the transfer line for a minimum of three working days. The transfer information will include the job title, location, hours, special skills, contact person, phone number, and the final filing date. Applicants not selected shall be notified in writing.
- e) An incumbent will be eligible to take the written qualifying examination after completion of three months provided they have received a favorable promotional rating. They will not be eligible for promotion until after they have served the full six months in the lower class. Should the worker not pass the qualifying examination, he/she will be allowed to review the examination or portions that are reviewable under Personnel Policies and Procedures. For portions of the test not reviewable, the worker may discuss his/her weak points with the Human Resources Analyst.
- f) An incumbent will be eligible for promotion to the higher class after serving six months in the lower class. Prior to promotion, an incumbent must pass a qualifying examination which may consist of a written test and a favorable promotional rating. If an incumbent passed the qualifying examination at three months, they must receive another favorable promotional rating at six months in order to be eligible for promotion.
- g) The following process will be in effect upon the establishment of an examination for these classes:
 - 1. The worker will be afforded the opportunity to take the examination at the end of three months in accordance with (e) above. If the incumbent fails the examination at three months, they will be able to take the examination again within the six months, and the results will be made known to the worker within seven months from the date of appointment. During the six month period, if the examination is taken through the regular examination process, it will be treated as the qualifying examination under this section.
 - 2. If a worker passes the examination at three months and receives a favorable promotional rating at six months, he/she will be promoted at the beginning of the following pay period after completion of the six months.
 - 3. If a worker passes the examination after six months, he/she will be promoted within seven months after appointment to the alternate class.
 - 4. If a worker fails the examination after six months, he/she will be removed from the position in accordance with (i) and cannot return to that classification under this provision for at least six months.
- h) All positions filled in this manner will be forwarded to the Union.
- i) If an incumbent fails to pass his/her qualifying examination, he/she will be transferred to a vacant non-alternately staffed position in his/her former classification for which he/she is eligible in his/her current department. If there are no vacancies, the worker shall transfer to his/her former classification in a non-alternately staffed position in his/her former department for which he/she is eligible. In the event there are no vacancies in either

department, he/she will remain in his/her present position until a vacancy occurs in his/her current department.

A.6 - Clerical Confidential

Clerical positions represented by 715 do not include any Confidential Clerical positions. Confidential Clerical means any clerical position which normally requires having access to, or possession of, information pertaining to the development, preparation, or taking of positions with respect to the employer-employee relationship.

A.7 - Business Systems Analyst Training

VTA will maintain an in service training program for Business Systems Analyst classifications, including the following:

- a) A file of available educational resources, including self-study vendor supplied course, public education and professional association courses and seminars.
- b) Keep the Business Systems Analyst staff abreast of new projects and programs at VTA.
- c) VTA will assign a Business Systems Analyst to training and education programs conducted by educational institutions, vendor supplied courses, professional organization sponsored courses and seminars, internally developed tutorials and workshops and on-the-job training. It is agreed that all of the above set forth activities shall be principally related to projects and programs within VTA and the individual Business Systems Analyst's assignment.

A.8 - Liability Protection

- a) VTA's obligation to defend and indemnify its officers and workers is prescribed by California Government Code 825 et seq. and 995 et seq. VTA shall indemnify and defend workers in this unit in accordance with the applicable law when and if they are sued for errors or omissions within the course and scope of their duties, save and except where applicable law excuses VTA's obligation to defend (e.g. fraud, malice, etc.). This paragraph and the terms and conditions thereof shall be enforceable, at law in accordance with the applicable law, but shall not be subject to the grievance provision of this Agreement.

APPENDIX B CONTRACTING OUT

Part I – VTA Wide Contracting Out

- a) VTA shall give prior written notice of all proposed contracts/calls for bid to private third parties as are required to be presented to the General Manager for acceptance and/or approval where the labor estimate for same equals or exceeds \$25,000 for: (1) current work now being done by classifications represented by the Union(s); (2) new work not now being done but otherwise specifically included within job specifications of classifications represented by the Union; provided that excluded from this Agreement are all contracts with professionals (such as engineering, architectural, legal, and medical) where the primary services contracted for will be provided by those professionals; leases, lease-backs, lease purchases, or other facility agreements; work required by law to be contracted out; and continuations of existing contracts. Contracts regularly and customarily let out to private third parties shall also be excluded; provided that for the first three months of the project VTA shall give notice of such contracts and meet regarding such contracts as and when requested and if the procedure works to the mutual agreement of both parties, such contracts shall thereafter be subject to the notice and meet and discuss provisions of this Agreement. It is not the intent of VTA to replace workers who separate from employment through the use of contract service agreements.
- b) In determining whether labor estimates equal \$25,000, all individual contractors hired for a project or assignment will be considered together.
- c) Notice from VTA is to be given in writing to the Union by personal delivery or certified mail. The Union shall respond within five working days from date of receipt with request to meet and discuss; or the Union is deemed to have waived meet and discuss. The Union shall attempt to respond sooner, if possible.
- d) Upon notification by the Union, VTA and the Union will meet to discuss prior to contracting out work whenever such work would result in a significant allocation of work typically performed by SEIU represented classifications to a consultant or consulting firm. The purpose of the review between the two parties is to assess the following components:
 1. Is the work proposed consistent with the duties and functions of a specific job classification represented by the bargaining unit as stated in Article 1 – Recognition and as listed on Appendix F, and to be performed on a site controlled by VTA?
 2. Will the projected work require a full time worker for a duration that exceeds 12 consecutive months?
 3. Is the expertise and/or the cutting edge technology to perform the work embodied within the current workforce represented by the Union? (If such finding is made, VTA is not required to displace existing worker(s) to perform such work. For the purpose of this review, a new hire into an existing classification to perform the work must possess the skill and knowledge required on the date of hire to fulfill the needs of the agency.)
 4. Does the hiring of a Project Employee to be represented by SEIU to perform the work generate a cost savings to VTA?
- e) If the parties' findings are in the affirmative, VTA shall fill the position with a Project

Employee. The filling of the position shall not extend or delay the project schedule. The worker shall be separated from employment with VTA without benefit of the layoff provisions as provided in this collective bargaining agreement upon the completion of the project work.

- f) If the parties do not reach a consensus, the Union must provide written notice to VTA's Employee Relations Department within five working days of the last meeting of the Committee's session that discussed the dispute in question. The Union's appeal will be forwarded to both the Chairperson and the Director of Business Services to resolve the issue. The appeal will state in writing the basis of the dispute and why the Union believes that the 4 elements stated in item d) have been met. The only issues to be decided are those in Item d.
- g) VTA and the Union shall meet and discuss for not more than ten working days within receipt of written request from Union(s). If concerns are not alleviated, or agreement not reached, VTA may proceed.
- h) The General Manager may proceed without meeting and discussing if he/she determines circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided to the Union prior to meeting with the General Manager, provided nothing herein shall hamper the General Manager's lawful exercise of authority under State law in emergency situations.

Part II - Maintenance Work Contracting Out

- a) In accordance with the following procedures, VTA and Union shall review issuance of Notices to Proceed on Maintenance Work under Minor Engineering Contracts.
- b) Method of Notice - Notice from VTA is to be given in writing by personal delivery or certified mail to one person designated by the Union, or their alternate(s), not to exceed a total of three with a copy to the Union.
- c) Time Limits and Meet and Discuss - Notice from VTA in (b) above shall be given seven working days prior to the issuance of Notice to Proceed; and meet and discuss, if requested, shall be completed within that time or VTA may proceed.
- d) Number of Union Representatives - The Union shall designate not more than a total of three representatives to meet with management.
- e) Exclusions - Excluded from the above procedures are the following types of work, except that prior or concurrent notice shall be given of such work and why excluded.
 - 1. Construction work.
 - 2. Emergency work, i.e., work which cannot be handled because staff and equipment have been allocated and the work must be done post haste.
 - 3. Work to be done with equipment not owned by VTA.

- f) The following definitions apply:
- Maintenance Work: Work performed to keep facilities in repair -- near original condition, considering normal expectation of wear and tear.
- Construction Work: Work involving additions to facilities, changes in road bed or grade, any overlay of 1 1/4" or more, new facilities, or work required by law to be let.

APPENDIX C EXTRA-HELP

1. Purpose

In order to detail the limitations and the use of extra-help in classifications covered by this Agreement and in order to provide specific notice of extensions of such usage, the parties agree as follows:

2. Policy Statements (Non-Grievable)

- a) An extra-help appointment is one made to a temporary position established to meet a peak-load or other unusual work situation.
- b) No extra-help workers will be retained where there are workers on a re-employment list in the same classification unless the workers on the re-employment list refuse the extra-help work or do not possess the necessary skills.
- c) It is the policy of VTA that persons who work as extra-help employees shall be compensated on an hourly basis in accordance with the duties to which they are assigned if they meet all the expected minimum requirements for the comparable regular position. They are expected to meet all such minimum requirements.

3. Limitations

- a) No person may receive pay in an extra-help capacity in any classification in the same department for more than 960 hours in any fiscal year, unless otherwise approved by the General Manager.
- b) No more than 1 extension of up to 500 hours may be granted in any fiscal year.

4. Extension(s) of Limitations

If an extension is to be requested pursuant to 3(a) above, VTA shall give prior written notice of such request as provided below.

- a) Notice from VTA shall be provided to the Union and chapter chair at least 20 working days in advance. The Union shall respond within ten working days from date of receipt with request to meet and discuss, or the Union is deemed to have waived meet and discuss. The Union shall attempt to respond sooner, if possible.
- b) VTA and the Union shall meet and discuss within ten working days within receipt of written request from Union. If concerns are not alleviated or agreement not reached, VTA may proceed.
- c) The General Manager or designee may proceed without meeting and discussing, if he/she determines circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided to the Union, provided nothing herein shall hamper the General Manager's lawful exercise of authority under State law in emergency situations.

5. Reports

VTA shall, each month, furnish the Union with a list of all extra-help worker names,

classification, department, and hours worked.

6. Extra-Help Meetings

VTA and the Union will meet periodically during the term of the Agreement for the purpose of review and discussion of extra-help usage.

APPENDIX D
GUIDELINES FOR DEPARTMENTAL SAFETY
Established by the
VTA/ 521 Safety Committee

The following Guidelines have been mutually agreed upon in accordance with the Agreement between VTA and Local 715. The VTA/Local 715 Safety Committee, hereinafter referred to as the Safety Committee, as established by Agreement, shall continue to meet in order to implement these Guidelines and to conduct an on-going review of the safety program. Revisions or additions to these Guidelines may be made upon mutual agreement of the Union and Management representatives to the Committee.

GUIDELINES

1. **VTA Safety Officer**
The General Manager shall designate a VTA Safety Officer.
2. **Safety Stewards**
The Union shall designate Safety Stewards and alternates. There shall be a Safety Steward available to each worker. The number and distribution shall be such that a Steward be available to each work area or place. Safety Stewards may also be regular Stewards.
3. **VTA Safety Committee**
A VTA Safety Committee shall be established, which shall include the VTA Safety Officer, Union Safety Stewards, and Management representatives. The Union and VTA shall mutually agree on the number of representatives to the Safety Committee.
4. **Safety Committee Structure**
The structure of the Safety Committee and the frequency of meeting shall be determined by mutual agreement of the Committee.
5. **Safety Officer Responsibilities**
The Safety Officer shall ensure safe working conditions, provide and enforce adequate safety procedures, and take any steps necessary to provide and maintain a safe working environment. The Safety Officer must be familiar with the operation of VTA and informed of day-to-day developments which may affect safety of working conditions. The Safety Officer shall be responsible for implementation and enforcement of Guidelines established by the Safety Committee.
6. **Release Time**
Safety Stewards shall receive paid release time from regular duties for performance of their duties as Safety Stewards. Examples of reasons for such release time are:
 - a) Scheduled Safety Committee meetings.
 - b) Meetings with Management on specific health or safety problems.

- c) Scheduled Safety Training sessions.
- d) Accident or Hazard Report investigation and correction. Reasonable release time for investigation and correction shall be allowed.

Time off for representation should not unduly interfere with the performance of the Safety Steward's other duties as a worker or with the work flow requirements of VTA.

7. **Safety Inspections**

Safety inspections shall be conducted of every work place as necessary by the first-line supervisor with a Safety Steward, when possible. A monthly inspection report shall be made and filed with the Safety Officer.

8. **Hazard Report, Action, Appeals Process**

- a) Management shall make available to workers in all work locations the standard VTA Hazard Report forms which may be filed by any worker with the responsible member of supervision. The worker should retain a copy.
- b) The Supervisor shall process a Hazard Report Form as follows:
 - 1. When corrective action is necessary, the responsible supervisor shall state on the Hazard Report Form the nature of the corrective action taken or to be taken by the responsible supervisor, specifying dates, in order to eliminate unsafe or unhealthy conditions which may exist.
 - 2. Within two business days of the receipt of the Hazard Report Form, the supervisor shall submit copies of the Hazard Report Form to the Safety Officer, the Safety Steward concerned, and the worker concerned.
 - 3. If the Safety Steward and/or the worker concerned are not satisfied with the corrective action taken or to be taken, the matter may be appealed to the Safety Officer.
 - 4. Within ten business days of receipt of Appeal, the Safety Officer shall further investigate and reassess, and provide the Union Safety Steward and the worker concerned with a written statement (specifying dates) of action taken or to be taken.
 - 5. In the event that the worker concerned or the Union Safety Steward is not satisfied with the decision of the Safety Officer, the matter may be referred by any of the involved parties to the Safety Committee for decision and action.
 - 6. If the Safety Committee cannot agendize or satisfactorily resolve the matter within ten days of receipt of appeal, under current operations, it may be referred to the Risk Manager or designee by any of the involved parties.
- c) In the event that a hazardous condition presents a clear and immediate danger to the health or safety of workers, the above time limits shall be reduced to immediate

response and action.

9. **Supervisor's Report of Industrial Injury**

- a) The supervisor shall complete the Supervisor's Report of Industrial Injury of the same date he or she is informed of an on-the-job accident. This includes an investigation as to whether the accident was the result of an unsafe act or unsafe condition.
- b) The copies shall be immediately dispersed according to the instructions on the form. A copy will be given to the injured worker. A copy shall be provided to the Union Safety Steward by the Supervisor.
- c) If, in the opinion of the Supervisor, the accident is the result of an unsafe working condition, the Supervisor shall take immediate steps to correct it and fill out a Hazard Report Form following the procedure as outlined in Paragraph 9(b) above.
- d) If, in the opinion of the Supervisor, the accident is not the result of an unsafe working condition and the injured worker or Safety Steward disagrees, the worker or Safety Steward shall fill out a Hazard Report form following the procedure as outlined in paragraph 9(b) above.

10. **Priority Status for Safety Work Orders**

When the Safety Officer states to the Facilities Maintenance Manager that the item needing service is a safety hazard, the Facilities Maintenance Manager will so mark the order form and will assign priority status to the Work Order so action begins within 24 hours.

11. **Safety Work Procedures**

- a. The Safety Committee shall establish and periodically review by mutual agreement safety work procedures to ensure safe working practices and conditions. Safety work procedures shall be directed at specific health or safety problems, and shall be clear, simple, and precise, without being unnecessarily restrictive.
- b. Safety work procedures appropriate to each work area or place shall be posted on the bulletin board.

12. **Safety Training**

- a) The Safety Committee shall establish a Safety Training Subcommittee. This Subcommittee shall design and implement a training program for Safety Stewards, supervisors, and non-supervisory workers, subject to the review and approval of the Safety Committee.
- b) Safety training shall be conducted as appropriate. It shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard report and appeal processes, and training in Cal-OSHA regulations and procedures.

- c) Safety training shall be provided for workers on a regular basis in each work area. A monthly written record shall be received and maintained by the Safety Committee reflecting the date, duration, and subject matter of any training provided. High hazard or injury areas may be required to conduct more frequent training sessions. Training shall be conducted at the lowest practical level of supervision.

13. **Video Display Terminal Provision**

- a) VDT Workstation safety issues, if any, will be referred to the Safety Committee for discussion.

- b) **Alternate Work for Pregnant Workers**

Although research to date has not proven that video display terminals are a health or safety hazard, in recognition of concern about potential adverse effects involving pregnancy, VTA agrees to the following:

A pregnant worker assigned VDT functions may request reassignment, within VTA for the term of the pregnancy to non-VDT duties. VTA will assess the request of the worker and may reassign, redistribute, or restructure work to accommodate such request. A worker must submit a written request for the assignment to non-VDT duties. VTA shall not be required to make work or otherwise create positions that would not be performed in the normal course and scope of business nor to adversely affect the operation of VTA or work unit.

Reassignment, redistribution, or restructuring of work may result in the assignment of duties outside the workers job classification. In cases of assignments to a position in a lower classification, the worker shall be paid consistent with the lower classification and shall not continue any pay differentials unless eligibility exists in the position in the lower classification. In cases of assignments to a position in a higher classification, provisions of Section 8.13, Work Out of Classification, shall apply.

If a worker is required to work at a location other than her regular work location, all claims pursuant to Section 8.10, shall be waived.

Assignments pursuant to this Appendix shall supersede all seniority bidding provisions outlined in Section 8.13.

Any probationary worker reassigned to a different class shall not receive credit towards completion of the worker's probationary period for the period of reassignment. Credit towards completion of the probation period shall be given for time during which the worker's current classification duties have been redistributed or restructured within the same classification.

Should the worker refuse an offer of reassignment, work restructure, or work redistribution, the worker may request a personal leave of absence pursuant to Section 12.4(a), or seek, on her own, a voluntary demotion or transfer. During the period of time that worker is seeking a demotion, or transfer, or in the absence of the transfer, demotion, or personal leave, the worker shall continue to perform VDT

duties.

If VTA is not able to accommodate the request due to cost, operational impact, etc., the worker may request a personal leave of absence pursuant to Section 12.4(a) or seek on her own a voluntary demotion or transfer or may seek on her own a temporary transfer to a regular position which is vacant due to a leave of absence subject to the following conditions:

1. No more than seven workers on a VTA-wide basis and no more than one worker per department at any time may be temporarily transferred to a regular position which is vacant due to a leave of absence
2. The receiving department must agree to the temporary transfer.
3. Any worker seeking a temporary transfer must execute a contract and receive approval from Employee Relations. This contract will include, but not be limited to:
 - a) specific acknowledgment and waiver of layoff seniority;
 - b) waiver of bidding rights under Section 8.13 in the originating Division;
 - c) waiver of bidding rights under Section 8.13 in the receiving Division;
 - d) acknowledgment that should the vacant leave of absence position become unavailable, the worker shall be required to commence her leave of absence as of that date and may not return to her originating Division until the conclusion of her pregnancy disability leave.
4. For purposes of returning to her originating Division, the worker shall be returned on the same basis as if Section 6.8 had applied.
5. The worker who has taken a position under this provision who begins her pregnancy disability leave shall be considered on leave from her originating Division.
6. The worker shall continue to perform VDT duties during the period of time that the worker is seeking a demotion or transfer, or transfer to a position that is vacant due to a leave of absence, or in the absence of any transfer, demotion or personal leave.

APPENDIX E
STATE DISABILITY INSURANCE (SDI)

The Union and VTA agree as follows regarding coverage of represented workers by the State Disability Insurance plan (SDI):

1. VTA will register all represented workers listed herein with the Director of Employment Development Department for the purposes of SDI coverage for represented workers.
2. VTA 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.
3. Within one (1) week of being disabled from work, the worker, or his/her representative must contact the office designated by VTA to provide information on the following:
 - a) The date the disability/illness commenced;
 - b) the estimated duration of the disability;
 - c) a phone number where the worker can be reached;
 - d) the election of sick leave/vacation usage during the first week of disability;
 - e) whether or not the employee is planning to file for SDI;
 - f) the election to integrate sick leave and vacation pay with SDI benefits.
4. A worker who is eligible receive SDI benefits and who has made timely election to integrate shall be paid a bi-weekly amount (accumulated sick leave/vacation) which, when added to SDI benefits, shall approximately equal his/her normal bi-weekly net pay after taxes (overtime is excluded). Such warrants will be issued on normal VTA paydays.

If notification is not received, no integration of sick leave or vacation will be effected. However, one time only, the workers may elect integration and it shall be implemented at the start of the next pay period. In such case, integration payments shall be made prospective only.

The employee will have the responsibility to notify the office designated by VTA of any change in status (either health or length of disability) that may affect his/her return to VTA employment.

APPENDIX F
VTA Classifications and Salary Ranges
Effective July 2025

Range	Class Code	Class Title
SE08	1005	Accountant I
SE10	1007	Accountant II
SE06	1003	Accountant Technician
SE10	1021	Assistant Real Estate Agent
SE14	1038	Associate Real Estate Agent
SE14	6851	Associate Real Estate Agent-Transit Oriented Development
SE01	1044	Automotive Attendant
SE08	1045	Board Assistant
SE04	1049	Bus Stop Maintenance Worker
SE09	1249	Business Systems Analyst I
SE15	1250	Business Systems Analyst II
SE07	1052	Buyer I
SE10	1053	Buyer II
SE14	1054	Buyer III
SE09	5605	Communications Systems Analyst I
SE14	5604	Communications Systems Analyst II
SE11	1071	Contracts Administrator I
SE15	1072	Contracts Administrator II
SE01	1177	Custodian
SE09	5603	Database Administrator I
SE13	1019	Database Administrator II
SE01	1075	Document Services Specialist I
SE03	1077	Document Services Specialist II
SE14	3880	Electrician
SE03	1111	Engineering Aide
SE07	1113	Engineering Technician I
SE10	1114	Engineering Technician II
SE13	1115	Engineering Technician III
SE15	1120	Environmental Health & Safety Specialist
SE07	4130	Environmental Planner I
SE13	1116	Environmental Planner II
SE15	1118	Environmental Planner III
SE08	1129	Facilities Maintenance Representative
SE12	1158	General Maintenance Mechanic
SE14	7079	GIS Specialist
SE07	1163	Graphic Designer I
SE10	1164	Graphic Designer II
SE05	1805	Information Systems Analyst Assistant
SE09	1169	Information Systems Analyst I
SE13	1170	Information Systems Analyst II
SE07	1180	Junior Real Estate Agent
SE06	3755	Lead Bus Stop Maintenance Worker
SE03	6350	<i>Lead Custodian</i>

APPENDIX F
VTA Classifications and Salary Ranges
Effective July 2025

Range	Class Code	Class Title
SE14	1189	Light Rail Signal Maintainer
SE08	7178	Light Rail Signal Maintainer Trainee
SE04	5975	Mail & Warehouse Worker
SE07	1344	Maintenance Scheduler
SE05	1213	Materials Resource Scheduler
SE09	5602	Network Analyst I
SE15	3455	Network Analyst II
SE01	1219	Office Specialist I
SE03	1221	Office Specialist II
SE05	7301	Passenger Facilities Specialist I
SE12	7302	Passenger Facilities Specialist II
SE08	4080	Permit Technician
SE09	5600	Programmer I
SE16	2780	Programmer II
SE09	2355	Project Controls Specialist I
SE13	2356	Project Controls Specialist II
SE11	1251	Public Communication Specialist I
SE13	1657	Public Communication Specialist II
SE12	1475	Quality Assurance & Warranty Specialist
SE03	1263	Secretary
SE18	1062	Senior Communications Systems Analyst
SE18	1082	Senior Database Administrator
SE18	3080	Senior Network Analyst
SE18	5606	Senior Programmer
SE16	3730	Senior Signal Maintainer
SE18	3081	Senior Systems Administrator
SE18	5450	Senior Business Systems Analyst
SE14	1275	Senior Construction Inspector
SE17	1283	Senior Information Systems Analyst
SE07	6125	Senior Timekeeping Technician
SE09	5601	Systems Administrator I
SE15	3480	Systems Administrator II
SE17	1289	Technical Project Manager
SE05	5675	Timekeeping Technician
SE05	7256	Transit Service Analyst I
SE12	7257	Transit Service Analyst II
SE14	7258	Transit Service Analyst III
SE03	1324	Transit Service Development Aide
SE08	1330	Transportation Planner I
SE13	1331	Transportation Planner II
SE15	1333	Transportation Planner III
SE03	1334	Transportation Planning Aide
SE12	2081	Utility Coordinator

APPENDIX F
VTA Classifications and Salary Ranges
Effective July 2025

Range	Class Code	Class Title
SE04	1342	Utility Worker
SE01	1343	Vault Room Worker
SE09	5500	Web Developer I
SE14	5501	Web Developer II

Appendix G

SALARY TABLE FOR SEIU

Effective April 14, 2025

Range	Hourly Rates					Bi-Weekly Rates					Monthly Rates		Annual Rates	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5	Min	Max
SE01	29.15	31.33	33.50	35.70	37.90	2,332.00	2,506.00	2,680.00	2,856.00	3,032.00	5,052.67	6,569.33	60,632.00	78,832.00
SE02	30.45	32.73	35.00	37.30	39.60	2,436.00	2,618.00	2,800.00	2,984.00	3,168.00	5,278.00	6,864.00	63,336.00	82,368.00
SE03	31.85	34.23	36.60	39.00	41.40	2,548.00	2,738.00	2,928.00	3,120.00	3,312.00	5,520.67	7,176.00	66,248.00	86,112.00
SE04	33.25	35.75	38.25	40.75	43.25	2,660.00	2,860.00	3,060.00	3,260.00	3,460.00	5,763.33	7,496.67	69,160.00	89,960.00
SE05	34.75	37.35	39.95	42.58	45.20	2,780.00	2,988.00	3,196.00	3,406.00	3,616.00	6,023.33	7,834.67	72,280.00	94,016.00
SE06	36.30	39.03	41.75	44.48	47.20	2,904.00	3,122.00	3,340.00	3,558.00	3,776.00	6,292.00	8,181.33	75,504.00	98,176.00
SE07	37.95	40.80	43.65	46.50	49.35	3,036.00	3,264.00	3,492.00	3,720.00	3,948.00	6,578.00	8,554.00	78,936.00	102,648.00
SE08	39.65	42.63	45.60	48.58	51.55	3,172.00	3,410.00	3,648.00	3,886.00	4,124.00	6,872.67	8,935.33	82,472.00	107,224.00
SE09	41.45	44.55	47.65	50.78	53.90	3,316.00	3,564.00	3,812.00	4,062.00	4,312.00	7,184.67	9,342.67	86,216.00	112,112.00
SE10	43.30	46.55	49.80	53.05	56.30	3,464.00	3,724.00	3,984.00	4,244.00	4,504.00	7,505.33	9,758.67	90,064.00	117,104.00
SE11	45.25	48.65	52.05	55.45	58.85	3,620.00	3,892.00	4,164.00	4,436.00	4,708.00	7,843.33	10,200.67	94,120.00	122,408.00
SE12	47.30	50.85	54.40	57.95	61.50	3,784.00	4,068.00	4,352.00	4,636.00	4,920.00	8,198.67	10,660.00	98,384.00	127,920.00
SE13	49.45	53.15	56.85	60.58	64.30	3,956.00	4,252.00	4,548.00	4,846.00	5,144.00	8,571.33	11,145.33	102,856.00	133,744.00
SE14	51.65	55.53	59.40	63.28	67.15	4,132.00	4,442.00	4,752.00	5,062.00	5,372.00	8,952.67	11,639.33	107,432.00	139,672.00
SE15	53.95	58.00	62.05	66.10	70.15	4,316.00	4,640.00	4,964.00	5,288.00	5,612.00	9,351.33	12,159.33	112,216.00	145,912.00
SE16	56.40	60.63	64.85	69.08	73.30	4,512.00	4,850.00	5,188.00	5,526.00	5,864.00	9,776.00	12,705.33	117,312.00	152,464.00
SE17	58.90	63.33	67.75	72.15	76.55	4,712.00	5,066.00	5,420.00	5,772.00	6,124.00	10,209.33	13,268.67	122,512.00	159,224.00
SE18	61.55	66.18	70.80	75.40	80.00	4,924.00	5,294.00	5,664.00	6,032.00	6,400.00	10,668.67	13,866.67	128,024.00	166,400.00

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 G

SALARY TABLE FOR SEIU Effective April 13, 2026

Range	Hourly Rates					Bi-Weekly Rates					Monthly Rates		Annual Rates	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5	Min	Max
SE01	30.17	32.42	34.67	36.95	39.23	2,413.62	2,593.71	2,773.80	2,955.96	3,138.12	5,229.51	6,799.26	62,754.12	81,591.12
SE02	31.52	33.87	36.23	38.61	40.99	2,521.26	2,709.63	2,898.00	3,088.44	3,278.88	5,462.73	7,104.24	65,552.76	85,250.88
SE03	32.96	35.42	37.88	40.37	42.85	2,637.18	2,833.83	3,030.48	3,229.20	3,427.92	5,713.89	7,427.16	68,566.68	89,125.92
SE04	34.41	37.00	39.59	42.18	44.76	2,753.10	2,960.10	3,167.10	3,374.10	3,581.10	5,965.05	7,759.05	71,580.60	93,108.60
SE05	35.97	38.66	41.35	44.07	46.78	2,877.30	3,092.58	3,307.86	3,525.21	3,742.56	6,234.15	8,108.88	74,809.80	97,306.56
SE06	37.57	40.39	43.21	46.03	48.85	3,005.64	3,231.27	3,456.90	3,682.53	3,908.16	6,512.22	8,467.68	78,146.64	101,612.16
SE07	39.28	42.23	45.18	48.13	51.08	3,142.26	3,378.24	3,614.22	3,850.20	4,086.18	6,808.23	8,853.39	81,698.76	106,240.68
SE08	41.04	44.12	47.20	50.28	53.35	3,283.02	3,529.35	3,775.68	4,022.01	4,268.34	7,113.21	9,248.07	85,358.52	110,976.84
SE09	42.90	46.11	49.32	52.55	55.79	3,432.06	3,688.74	3,945.42	4,204.17	4,462.92	7,436.13	9,669.66	89,233.56	116,035.92
SE10	44.82	48.18	51.54	54.91	58.27	3,585.24	3,854.34	4,123.44	4,392.54	4,661.64	7,768.02	10,100.22	93,216.24	121,202.64
SE11	46.83	50.35	53.87	57.39	60.91	3,746.70	4,028.22	4,309.74	4,591.26	4,872.78	8,117.85	10,557.69	97,414.20	126,692.28
SE12	48.96	52.63	56.30	59.98	63.65	3,916.44	4,210.38	4,504.32	4,798.26	5,092.20	8,485.62	11,033.10	101,827.44	132,397.20
SE13	51.18	55.01	58.84	62.70	66.55	4,094.46	4,400.82	4,707.18	5,015.61	5,324.04	8,871.33	11,535.42	106,455.96	138,425.04
SE14	53.46	57.47	61.48	65.49	69.50	4,276.62	4,597.47	4,918.32	5,239.17	5,560.02	9,266.01	12,046.71	111,192.12	144,560.52
SE15	55.84	60.03	64.22	68.41	72.61	4,467.06	4,802.40	5,137.74	5,473.08	5,808.42	9,678.63	12,584.91	116,143.56	151,018.92
SE16	58.37	62.75	67.12	71.49	75.87	4,669.92	5,019.75	5,369.58	5,719.41	6,069.24	10,118.16	13,150.02	121,417.92	157,800.24
SE17	60.96	65.54	70.12	74.68	79.23	4,876.92	5,243.31	5,609.70	5,974.02	6,338.34	10,566.66	13,733.07	126,799.92	164,796.84
SE18	63.70	68.49	73.28	78.04	82.80	5,096.34	5,479.29	5,862.24	6,243.12	6,624.00	11,042.07	14,352.00	132,504.84	172,224.00

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 G

SALARY TABLE FOR SEIU Effective April 12, 2027

Range	Hourly Rates					Bi-Weekly Rates					Monthly Rates		Annual Rates	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5	Min	Max
SE01	31.08	33.39	35.71	38.06	40.40	2,486.03	2,671.52	2,857.01	3,044.64	3,232.26	5,386.40	7,003.24	64,636.74	84,038.85
SE02	32.46	34.89	37.31	39.76	42.22	2,596.90	2,790.92	2,984.94	3,181.09	3,377.25	5,626.61	7,317.37	67,519.34	87,808.41
SE03	33.95	36.49	39.02	41.58	44.13	2,716.30	2,918.84	3,121.39	3,326.08	3,530.76	5,885.31	7,649.97	70,623.68	91,799.70
SE04	35.45	38.11	40.78	43.44	46.11	2,835.69	3,048.90	3,262.11	3,475.32	3,688.53	6,144.00	7,991.82	73,728.02	95,901.86
SE05	37.05	39.82	42.59	45.39	48.19	2,963.62	3,185.36	3,407.10	3,630.97	3,854.84	6,421.17	8,352.15	77,054.09	100,225.76
SE06	38.70	41.60	44.51	47.41	50.32	3,095.81	3,328.21	3,560.61	3,793.01	4,025.40	6,707.59	8,721.71	80,491.04	104,660.52
SE07	40.46	43.49	46.53	49.57	52.61	3,236.53	3,479.59	3,722.65	3,965.71	4,208.77	7,012.48	9,118.99	84,149.72	109,427.90
SE08	42.27	45.44	48.61	51.78	54.95	3,381.51	3,635.23	3,888.95	4,142.67	4,396.39	7,326.61	9,525.51	87,919.28	114,306.15
SE09	44.19	47.49	50.80	54.13	57.46	3,535.02	3,799.40	4,063.78	4,330.30	4,596.81	7,659.21	9,959.75	91,910.57	119,517.00
SE10	46.16	49.62	53.09	56.55	60.02	3,692.80	3,969.97	4,247.14	4,524.32	4,801.49	8,001.06	10,403.23	96,012.73	124,838.72
SE11	48.24	51.86	55.49	59.11	62.74	3,859.10	4,149.07	4,439.03	4,729.00	5,018.96	8,361.39	10,874.42	100,336.63	130,493.05
SE12	50.42	54.21	57.99	61.78	65.56	4,033.93	4,336.69	4,639.45	4,942.21	5,244.97	8,740.19	11,364.09	104,882.26	136,369.12
SE13	52.72	56.66	60.60	64.58	68.55	4,217.29	4,532.84	4,848.40	5,166.08	5,483.76	9,137.47	11,881.48	109,649.64	142,577.79
SE14	55.06	59.19	63.32	67.45	71.59	4,404.92	4,735.39	5,065.87	5,396.35	5,726.82	9,543.99	12,408.11	114,527.88	148,897.34
SE15	57.51	61.83	66.15	70.47	74.78	4,601.07	4,946.47	5,291.87	5,637.27	5,982.67	9,968.99	12,962.46	119,627.87	155,549.49
SE16	60.13	64.63	69.13	73.64	78.14	4,810.02	5,170.34	5,530.67	5,890.99	6,251.32	10,421.70	13,544.52	125,060.46	162,534.25
SE17	62.79	67.51	72.22	76.92	81.61	5,023.23	5,400.61	5,777.99	6,153.24	6,528.49	10,883.66	14,145.06	130,603.92	169,740.75
SE18	65.62	70.55	75.48	80.38	85.28	5,249.23	5,643.67	6,038.11	6,430.41	6,822.72	11,373.33	14,782.56	136,479.99	177,390.72

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 G

SALARY TABLE FOR SEIU Effective April 10, 2028

Range	Hourly Rates					Bi-Weekly Rates					Monthly Rates		Annual Rates	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5	Min	Max
SE01	32.32	34.73	37.14	39.58	42.02	2,585.47	2,778.38	2,971.29	3,166.42	3,361.55	5,601.85	7,283.37	67,222.21	87,400.41
SE02	33.76	36.28	38.80	41.35	43.90	2,700.77	2,902.56	3,104.34	3,308.34	3,512.34	5,851.68	7,610.06	70,220.12	91,320.74
SE03	35.31	37.94	40.58	43.24	45.90	2,824.95	3,035.60	3,246.25	3,459.12	3,671.99	6,120.72	7,955.97	73,448.63	95,471.69
SE04	36.86	39.64	42.41	45.18	47.95	2,949.12	3,170.86	3,392.60	3,614.34	3,836.07	6,389.76	8,311.49	76,677.14	99,737.93
SE05	38.53	41.41	44.29	47.20	50.11	3,082.16	3,312.77	3,543.38	3,776.20	4,009.03	6,678.02	8,686.23	80,136.26	104,234.79
SE06	40.25	43.27	46.29	49.31	52.33	3,219.64	3,461.34	3,703.03	3,944.73	4,186.42	6,975.89	9,070.58	83,710.68	108,846.95
SE07	42.07	45.23	48.39	51.55	54.71	3,365.99	3,618.77	3,871.55	4,124.33	4,377.12	7,292.98	9,483.75	87,515.71	113,805.02
SE08	43.96	47.26	50.56	53.85	57.15	3,516.77	3,780.64	4,044.51	4,308.38	4,572.25	7,619.67	9,906.53	91,436.05	118,878.39
SE09	45.96	49.39	52.83	56.29	59.76	3,676.42	3,951.38	4,226.33	4,503.51	4,780.68	7,965.58	10,358.14	95,586.99	124,297.68
SE10	48.01	51.61	55.21	58.82	62.42	3,840.51	4,128.77	4,417.03	4,705.29	4,993.55	8,321.10	10,819.36	99,853.24	129,832.27
SE11	50.17	53.94	57.71	61.48	65.25	4,013.47	4,315.03	4,616.59	4,918.16	5,219.72	8,695.84	11,309.40	104,350.09	135,712.77
SE12	52.44	56.38	60.31	64.25	68.18	4,195.29	4,510.16	4,825.03	5,139.90	5,454.76	9,089.80	11,818.66	109,077.55	141,823.88
SE13	54.82	58.93	63.03	67.16	71.29	4,385.99	4,714.16	5,042.33	5,372.72	5,703.11	9,502.97	12,356.74	114,035.62	148,280.90
SE14	57.26	61.56	65.86	70.15	74.45	4,581.12	4,924.81	5,268.50	5,612.20	5,955.89	9,925.75	12,904.44	119,109.00	154,853.23
SE15	59.81	64.30	68.79	73.28	77.77	4,785.11	5,144.33	5,503.55	5,862.76	6,221.98	10,367.75	13,480.96	124,412.98	161,771.47
SE16	62.53	67.21	71.90	76.58	81.27	5,002.42	5,377.16	5,751.89	6,126.63	6,501.37	10,838.57	14,086.30	130,062.88	169,035.62
SE17	65.30	70.21	75.11	79.99	84.87	5,224.16	5,616.63	6,009.11	6,399.37	6,789.63	11,319.01	14,710.86	135,828.07	176,530.38
SE18	68.24	73.37	78.50	83.60	88.70	5,459.20	5,869.42	6,279.63	6,687.63	7,095.63	11,828.27	15,373.86	141,939.18	184,486.35

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.

June 23, 1994

MERGER OF SANTA CLARA COUNTY TRANSIT DISTRICT
WITH THE
CONGESTION MANAGEMENT AGENCY

SIDELETTER OF AGREEMENT
BETWEEN THE
COUNTY OF SANTA CLARA, SANTA CLARA COUNTY TRANSIT DISTRICT
AND LOCAL 715, SEIU, AFL-CIO

BACKGROUND

Legislation is currently pending in Sacramento (AB 2442) which will separate the Santa Clara County Transit District (District) from the County of Santa Clara (County) and merge the District with the Santa Clara County Congestion Management Agency (CMA).

The purpose of this legislation is to allow the District to become a fully separate public agency from the County with its own separate governing board, management and staff (reorganized District). This will facilitate the merger of the CMA with the District which can be accomplished under existing law.

Specific provisions were included in the legislation to protect the benefits of County employees who, on specified dates, terminate their employment and immediately thereafter become employees of the District. The legislation provides that these employees shall transfer to the District all of their accrued and unused vacation, sick leave, personal leave, compensatory time off and STO balances and days of accrued service. Those employees who are now covered by a County pension plan also would be covered by a District pension plan which provides no lesser rights, obligations and benefits. The District will assume and observe all applicable labor agreement provisions, including wages, for the above County employees until these agreements expire or are superseded by successor labor agreements. In addition, the legislation provides, to the extent permitted by law, that the District shall grant recognition to the County's recognized employee organizations which represented the transferred County employees.

ADDITIONAL TRANSITION PROVISIONS

In order to effect a smooth transition, the parties have agreed to the following:

Term

The parties have agreed to additional transitional benefits which will be in effect for a period of two years. The two year period will begin on the effective date of the legislation which separates the District from the County and will extend for two years thereafter (ie. 01/01/95 – 12/31/96). Any and all additional transitional benefits will cease at the end of this two year period.

Layoff Rights

Any County employee who accepts a position effective August 29, 1994 (or the actual initial transition date) with the reorganized District will be afforded layoff rights to the County in accordance with the current collective bargaining agreement in effect between the County and the employee organization at the time of layoff.

County employees hired prior to August 29, 1994 (or the actual initial transition date) will be afforded layoff rights to the reorganized District in accordance with the current collective bargaining agreement in effect between the County of Santa Clara and the employee organization at the time of layoff.

New hires who accept a position with the District after August 29, 1994 (or the actual initial transition date) will not be afforded layoff rights to the County.

The Department/Agency for purposes of bumping rights for County employees who accept and are in District positions at the time of layoff will be defined as first the District and then the Roads/Aviation Department.

The Department/Agency for purposes of bumping rights for Road/Aviation County employees will be defined as first the Roads/Aviation Department and then the District.

Placement on a County re-employment list for layoff purposes for any County employee who accepts a District position is limited to the above two year timeframe.

Promotions/Transfers

District employees (former County of Santa Clara/Transportation Agency employees as of August 29, 1994 – or the actual initial transition date) will be eligible to apply for transfer and promotional opportunities in the County of Santa Clara.

County employees will be eligible to apply for transfer and promotional opportunities in the District.

No loss of seniority will occur as a result of any accepted transfer and/or promotional opportunity.

Loss of Layoff Protection

District positions which are filled subsequent to the initial implementation date will not be eligible for the layoff protections outlined above unless otherwise noted below. That is, new hires or County employees who accept District positions after August 29, 1994 (or the actual initial transition date) do so with the understanding that they will resign their employment with the County and accept the District position and waive any layoff rights to the County (both at the time of separation and during the two year transition period). These employees, if otherwise eligible, will receive all other rights outlined in the legislation (ex. no loss of seniority, benefits, etc.)

County employees hired after August 29, 1994 (or the actual initial transition date) will not be eligible for layoff rights to the reorganized District.

Current County Transportation Agency employee who transfer/promote between the reorganized District and Roads/Aviation will retain their additional layoff protection during this two year transitional period.

Any other District or County employees who accepts a transfer or promotional opportunity with the District or County during this two year transitional period loses the additional layoff protection outlined in Layoff Rights, above.

Initial Transition

District positions will be offered to employees currently assigned to the specific code supporting Transit District functions except in the following instances:

When the entire function within a classification within in a work unit is being split between Roads/Aviation and the District

When a code within a work unit is being transferred to Roads/Aviation.

In these instances, District positions will be offered to those individuals within a classification within the work unit by seniority as defined in the layoff procedures (ex. Accounts Payable, Financial Accounting, Payroll, Property, Construction Operations, Engineering Services)

Special qualifications may be considered.

(All known positions which may require special qualifications have been identified as of June 22, 1994.)

It is understood that any County employee whose code supporting a District function is being deleted will have the right to refuse a District job offer and will be afforded layoff rights in accordance with the current collective bargaining agreement. The parties have agreed to an expedited process as part of this transition. In addition the parties have agreed to target August 29, 1994 as the effective date of the initial transition implementation.

In the event that the legislation (AB 2442) does not become law or the legislation becomes law without the provisions protecting the rights and benefits of employees in Section 100308 and 100309, the parties shall immediately enter in negotiations for the sole purpose of arriving at a mutually agreed upon alternative.

Dated: 8/4/94

On Behalf of the County of Santa Clara
and the Santa Clara County Transit District:

On Behalf of the Union:

Ronnie DeGrande Dejon

Conrad Brunkelshen

D. C. U.

Maingard Smith

Michael Rano

Steve Burton

Will Levy

Russell E. Shide

Jeanne Smith

Adrian Clark

Arthur Bae

Ray Baeza

SIDELETTER OF AGREEMENT
JOINT MANAGEMENT/LABOR BENEFITS COMMITTEE

In the first year of the agreement, the parties agree to work toward developing a Joint Management/Labor Benefits Committee consisting of members from management, Local 715, CEMA, and TAEA. Implementation of this committee requires participation of all three bargaining units.

The Committee will be charged with reviewing and recommending cost effective changes in health and welfare benefits in order to enhance the flexibility of benefits available to Local 715, CEMA, and TAEA represented workers.

The parties understand the fluidity of the health care market and agree that a goal of the committee is to maintain the current level of service, geographic distribution, and number of providers either through the current health plan or mutually agreeable alternatives.

DATED: 8/23/99

Kaye L. Evelyn
Kaye L. Evelyn

Robert Escobar
Robert Escobar

Jerry Rosenquist
Jerry Rosenquist

Anne-Catherine Vinickas
Anne-Catherine Vinickas

Ronald Fuqua
Ronald Fuqua

Cheryl de Gier
Cheryl de Gier

Donna Young
Donna Young

Tina Traluch
Tina Traluch

Marilynn Smith
Marilynn Smith

Tammy Dhanota
Tammy Dhanota

Ron Franken
Ron Franken

Jim Ross
Jim Ross

Russ Shields
Russ Shields

Maria Valero
Maria Valero

Alan Moore
Alan Moore

SIDELETTER OF AGREEMENT

Section 13.2 (a) – Medical Coverage

This Sideletter of Agreement between the Santa Clara Valley Transportation Authority and the Service Employees International Union, Local 715, clarifies the parties' understanding concerning the Kaiser \$5/\$5/\$50 plan negotiated in the May 17, 2003 through May 14, 2006 Agreement.

The parties agree that:

- Except as noted below, VTA will provide the Kaiser \$5/\$5/\$50 plan.
- The parties understand that the Kaiser \$5/\$5/\$50 plan will be amended from time to time by Kaiser.
- Should Kaiser cease to offer the Kaiser \$5/\$5/\$50 plan, the parties shall meet and negotiate a replacement plan. VTA, however, will not be required to provide a customized plan.
- Disputes relative to this Sideletter of Agreement are not subject to arbitration.

DATED: August 5, 2003

FOR VTA:

Kaye L. Evleth
Kaye L. Evleth

Scott D. Buhner
Scott D. Buhner

Robert L. Escobar
Robert L. Escobar

Ronald E. Fuqua
Ronald E. Fuqua

Maria-Elena Rodriguez-Sperisen
Maria-Elena Rodriguez-Sperisen

Dalene J. Turner
Dalene J. Turner

FOR SEIU, Local 715:

Barbara Williams
Barbara Williams

Marilynn M. Smith
Marilynn M. Smith

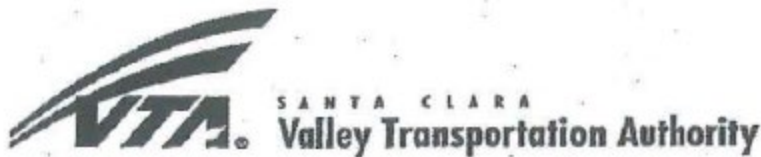
Gilbert Clevenger
Gilbert Clevenger

Ron Franken
Ron Franken

Gwene L. Haywood
Gwene L. Haywood

James P. Ross
James P. Ross

Maria Valero
Maria Valero



SIDELETTER OF AGREEMENT

Between the Santa Clara Valley Transportation Authority (VTA)
and
Service Workers Local 715
Service Employees International Union (SEIU), AFL-CIO

This Memorandum of Agreement between the Santa Clara Valley Transportation Authority and Service Employees International Union, Local 715, clarifies the parties' understanding concerning the issues related to seniority calculations for layoff purposes and call-back lists.

VTA and SEIU, Local 715 agree that:

- For layoff purposes only, seniority for alternately staffed positions will be calculated based on time in all classes in the alternately staffed series. One list will be created and layoffs will occur in inverse seniority order. Employees who are laid off will be placed on the Re-employment list for their actual class title.
- Seniority for newly converted Office Specialist II's who were previously in the class of Administrative Services Assistant will be calculated based on their time in both classes. Additionally, individual who were formerly in the converted positions will have displacement rights to the Office Specialist II class. Further, any "converted" employee who had completed 13 pay periods in the class of Administrative Services Assistant prior to be converted to Office Specialist II will be deemed to have completed probation in the class of Office Specialist II.
- Section 5.11 will be amended to read:
"No name shall be carried on a re-employment list for a period longer than ~~two~~ three years..."

For Santa Clara Valley
Transportation Authority:

Date: 4/29/02

For SEIU, Local 715:

Date: 4/29/02

SIDELETTER OF AGREEMENT

Vacancy and Staffing Levels

This Sideletter of Agreement between the Santa Clara Valley Transportation Authority and the Service Employees International Union, Local 715, clarifies the parties' understanding concerning vacancy and staffing levels:

VTA agrees to have recurring meetings with the Union to discuss vacancies and staffing levels. VTA and the Union will schedule meetings to occur in concurrence with the Fiscal Year budget cycle.

Should VTA decide not to fill or eliminate a vacant position, the Union shall be notified and given an opportunity to discuss the impact of the decision.

DATED: June 27, 2006

FOR VTA:

FOR SEIU, Local 715:

Robert L. Escobar
Robert L. Escobar

Marilynn M. Smith
Marilynn M. Smith

Shellie Albright
Shellie Albright

Gwene L. Haywood
Gwene L. Haywood

Kimberly Koenig
Kimberly Koenig

James P. Ross
James P. Ross

Heidi Samuels
Heidi Samuels

Maria Valero
Maria Valero

Dalene J. Turner
Dalene J. Turner

Ruth Farnsworth
Ruth Farnsworth

Cassandra Leventon
Cassandra Leventon

Ronald Roberts
Ronald Roberts

Travis Weeks
Travis Weeks

SIDELETTER OF AGREEMENT

Yard Rotation Committee

This Sideletter of Agreement between the Santa Clara Valley Transportation Authority and the Service Employees International Union, Local 715, clarifies the parties' understanding concerning the Yard Rotation Committee:

Within three months of signing this Agreement, the parties shall form a committee to meet and discuss, evaluate and make recommendations for improvement to the Yard Clerical Rotation. The committee will not exceed four members per side and will meet as needed.

DATED: June 27, 2006

FOR VTA:

FOR SEIU, Local 715:

Robert L. Escobar
Robert L. Escobar

Marilynn M. Smith
Marilynn M. Smith

Shellie Albright
Shellie Albright

Gwene L. Haywood
Gwene L. Haywood

Kimberly Koenig
Kimberly Koenig

James P. Ross
James P. Ross

Heidi Samuels
Heidi Samuels

Maria Valero
Maria Valero

Dalene J. Turner
Dalene J. Turner

Ruth Farnsworth
Ruth Farnsworth

Cassandra Leventon
Cassandra Leventon

Ronald Roberts
Ronald Roberts

Travis Weeks
Travis Weeks

SIDELETTER OF AGREEMENT

4/10 Hour Workdays for Signal Maintainers and Bus Stop Maintenance

This Sideletter of Agreement between the Santa Clara Valley Transportation Authority and the Service Employees International Union, Local 715, clarifies the parties understanding concerning the change to a four (4) day, ten (10) hour work schedule for Light Rail Signal Maintainers and in Bus Stop Maintenance.

The parties agree that 4/10 work schedules will be determined by the supervisor and the shifts and days off will be bid by seniority. Holidays not worked will be paid at ten (10) hours; Holidays worked will be paid in accordance with Article 10 – Holidays.

Should VTA or the Union request to cancel this agreement for any reason, they will give at least a 30 day notice and is subject to meet and discuss process.

DATED: June 27, 2006

FOR VTA:

FOR SEIU, Local 715:

Robert L. Escobar
Robert L. Escobar

Marilynn M. Smith
Marilynn M. Smith

Shellie Albright
Shellie Albright

Gwene L. Haywood
Gwene L. Haywood

Kimberly Koenig
Kimberly Koenig

James P. Ross
James P. Ross

Heidi Samuels
Heidi Samuels

Maria Valero
Maria Valero

Dalene J. Turner
Dalene J. Turner

Ruth Farnsworth
Ruth Farnsworth

Cassandra Leventon
Cassandra Leventon

Ronald Roberts
Ronald Roberts

Travis Weeks
Travis Weeks

SIDELETTER OF AGREEMENT

Recruitment and Retention Realignments

This Sideletter of Agreement between the Santa Clara Valley Transportation Authority and the Service Employees International Union, Local 521, clarifies the parties' understanding concerning the Recruitment and Retention realignments:

Effective July 1, 2011, VTA agree to realign the salary ranges for classes listed below due to recruitment and retention difficulties/issues.

Class Code	Class Title	Old Range	New Range
M40	Light Rail Signal Maintainer	B517	B537
T9H	Senior Signal Maintainer	B537	B557
T2J	Bus Stop Maintenance Worker	B421	B426

SIDELETTER OF AGREEMENT

Mid-Contract Salary Review

The Sideletter of Agreement between the Santa Clara Valley Transportation Authority and the Service Employees International Union, Local 521, clarifies the parties' understanding concerning the Mid-Contract Salary Review.

Effective January 2014, VTA shall conduct a salary review of the following classifications:

- 1. Construction Inspector**
- 2. Senior Construction Inspector**
- 3. Public Communications Specialist I/II**

SIDELETTER OF AGREEMENT

Salary Realignments for Vault Room Workers

The Sideletter of Agreement between the Santa Clara Valley Transportation Authority and the Service Employees International Union, Local 521, clarifies the parties' understanding concerning the Salary realignment for Vault Room Workers.

Effective July 22, 2013, the salary for the Vault Room Worker shall be increased by 5%; in accordance with the following:

Class Code	Class Title	Old Pay Range	New Pay Range
D47	Vault Room Worker	B406	B417

SIDELETTER OF AGREEMENT

New Office & Timekeeping Technician (OTT) Position

This Sideletter of Agreement between the Santa Clara Valley Transportation Authority and the Service Employees International Union, Local 521, clarifies the parties' understanding concerning the establishment of a new classification: Office & Timekeeping Technician.

Effective July 22, 2013, VTA is agreeable to establish a new class for OSII classifications currently assigned in the Division as discussed in negotiations. This new class will be excluded from the Office Specialist bidding process. The new position would be paid 5% above their current OSII classifications.

Effective July 22, 2013, the salary for the new Office & Timekeeping Technician (OTT) position shall be established at 5% above the current OSII position.

<u>Class Code</u>	<u>Class Title</u>	<u>Current OSII pay</u>	<u>New OTT pay range</u>
<u>U1Q</u>	<u>Office & Timekeeping Technician</u>	<u>B425</u>	<u>B436</u>

SIDELETTER OF AGREEMENT

Hay Group Classification and Compensation Study

The Sideletter of Agreement between the Santa Clara Valley Transportation Authority and the Service Employees International Union, Local 521, clarifies the parties' understanding concerning the Hay Group Classification and Compensation Study results.

The parties agree to meet and discuss the results of the Classification and Compensation Study performed by the Hay Group within six months of receiving the final report.

SIDELETTER OF AGREEMENT

Salary Realignments for SEIU Classifications

The Sideletter of Agreement between the Santa Clara Valley Transportation Authority and The Service Employees International Union, Local 521, clarifies the parties' understanding concerning the Salary realignment of the following positions:

Effective the first full pay-period, August 3, 2015, after ratification, upon approval of a Total Package by the General Manager, SEIU membership, and the Board of Directors, SEIU represented employees in the following positions shall receive a salary increase in accordance with the following:

- **Senior Construction Inspector-Four (4%) percent**
- **Construction Inspector-Four (4%) percent**
- **Bus Stop Maintenance Worker-Three (3%) percent**
- **Public Communications Specialist II-Three (3%) percent**
- **Janitor-Two (2%) percent**

SEIU Proposal-Dated February 3, 2022

VTA Proposal-Dated February 16, 2022

Tentative Agreement-February 18, 2022

VTA proposed increase of

- 2% retroactive January 1, 2022
- 4% effective December 26, 2022 ~~January 1, 2023~~
- 4% effective December 25, 2023 ~~January 1, 2024~~

Sideletter of Agreement-Appreciation: The parties will execute a side letter of agreement giving each SEIU, 521 Worker and the Chapter Chair a one-time "Appreciation Bonus" in the amount of \$3500 to be paid no later than the 2nd pay-period after ratification and issued in a separate check.

Reclassification Committee Reopener

Within 120 days of signing this agreement, SEIU and VTA shall meet and discuss the Salary Survey results of in order to resolve the salary gaps for those classifications that are below average by 8% or more. The committee will decide a competitive salary to retain employees based on the competitive market.

In addition, the committee shall agree to meet and discuss any additional classifications that become difficult to hire or retain (due to transfer, promotion or retirements) employees throughout the life of the contract.

Salary Realignment for SEIU Classification

Effective January 1, 2022, upon ratification of a total package by the general manager, SEIU membership and the Board of Directors, the following position shall receive a salary increase in accordance with the following:

- Board Assistant – Five ~~Ten~~ (540%) percent

Reallocation Review

Update 19.2 a) Allocation Review section in the MOU to reflect the following change of dates:

Notice to Appointing Authority (Supervisor): Friday, September 30, 2022

Pre-Hearing: February 1- March 31, 2023

Allocation Review Board: April 1-30, 2023

Section 10.1 - Legal Holidays

Add: June 19 - VTA will meet with the Board to determine if the Juneteenth holiday will be designated as an official holiday. Juneteenth shall be added as a legal holiday every June 19 and shall be observed as a paid holiday commemorating the emancipation of ~~employed people in the United States. It will be celebrated every June 19th which means~~ VTA offices will close and VTA's SEIU employees will have a paid day off.

Duration of Agreement: The term of the agreement shall begin on January 1, 2022 through December 31, 2024 ~~January 1, 2025~~, and from year-to-year thereafter; provided; however, that either party may serve written notice on the other anytime commencing July 1, 2024 ~~at least 180 days~~ prior to January 1, 2025) of its desire to terminate this Agreement or amend any provision thereof. If such notice is served, the parties agree to begin negotiations for a successor agreement at the time the notice is served.

For VTA:

DocuSigned by:
Linda Durham
2/18/2022
Date: _____

Linda Durham
Interim Employee Relations Manager

For SEIU, Local 521:

DocuSigned by:
Tammy Dhanota
2/18/2022
Date: _____

Tammy Dhanota
Chapter Chairperson

SIDELETTER OF AGREEMENT

Appreciation Bonus:

This agreement is between the Santa Clara Valley Transportation Authority (VTA), and the Service Employees International Union, Local 521 (SEIU). This Agreement (Agreement) between the parties clarifies the eligibility requirements for each SEIU Local 521 Employee and the Chapter Chairperson to be issued a One-Time Appreciation Bonus in accordance with the tentative agreement signed by the parties on February 18, 2022.

1. VTA and SEIU agree that a one-time “Appreciation Bonus” in the amount of \$3,500 will be issued in a separate check to be paid no later than April 1, 2022.
2. In order to qualify for payment of this bonus, SEIU employees are required to have been active during the time period following the signing of the tentative agreement (February 18, 2022) to the date this payment was ratified by the Board of Directors (March 3, 2022). VTA employees are entitled to one \$3500 bonus payment.

SIDELETTER OF AGREEMENT

Reclassification Committee Reopener:

This Agreement is between the Santa Clara Valley Transportation Authority (VTA), and the Service Employees International Union, Local 521 (SEIU). This Agreement (Agreement) between the parties clarifies the parties' understanding concerning the Salary Results pursuant to Section 7.1 (c).

The parties agree to meet and discuss the Salary Survey results of those classifications that are below average by 8% or more within 120 days from February 18, 2022.

In addition, the committee shall agree to meet and discuss any additional classifications that become difficult to hire or retain (due to transfer, promotion or retirements) employees throughout the life of the contract.

SIDELETTER OF AGREEMENT

Salary Realignment for Board Assistants:

This agreement is between the Santa Clara Valley Transportation Authority (VTA) and the Service Employees International Union, Local 521 (SEIU). This Agreement (Agreement) between the parties clarifies the understanding concerning the Salary realignment for Board Assistants.

1. Effective January 1, 2022, the salary for the Board Assistants shall be increased by (5%) in accordance with the following:

Class Code	Class Title	Old Range	New Range
T2G	Board Assistant	B474	B485

SIDELETTER OF AGREEMENT

Pilot Program on 4X10 Schedule for Time Keeping Technician

This agreement is between the Santa Clara Valley Transportation Authority (VTA) and the Service Employees International Union, Local 521 (SEIU) This Agreement (Agreement) between the parties clarifies the understanding concerning the schedules for the classification of Timekeeping Technicians.

VTA and SEIU shall meet within 60 days of signing this Agreement to discuss a Six -Month Pilot Program to implement a 4 X 10 Schedule for Timekeepers who want to participate. At the end of the six month period, the parties shall meet to evaluate the Program, and VTA will make a good faith determination on the future of the program based on business needs.

VTA will not unreasonably decline the continuation of the program.

For VTA:



Robert Escobar

For SEIU:



Tammy Dhanota


Linda Durham
Maisha Willis

Date: 4/8/25

Date: April 8 2025

SIDELETTER OF AGREEMENT

Implementation of Performance Appraisal Pilot Program

This agreement is between the Santa Clara Valley Transportation Authority (VTA) and the Service Employees International Union, Local 521 (SEIU) This Agreement (Agreement) between the parties clarifies the understanding concerning the Implementation of the Performance Appraisal Pilot Program. The Performance Appraisal Program will serve as a tool to support employee and management discussion on performance to enable employees to be successful in their classification and to assist with developing a career path. It is understood by both parties that the purpose of the appraisal program is not intended to be used for discipline.

- Within 60 days of signing this agreement, a committee shall be established with no more than three members from each party.
- During the next 120 days, the committee will create an implementation plan. At the conclusion of the planning process, the implementation of the plan will be for a duration of one year.
- At the conclusion of the year, the parties shall convene to assess the program results and make adjustments towards the formal implementation of the annualized program.

VTA will provide training to all Supervisors to ensure an equitable process.

For VTA:



Robert Escobar

For SEIU:



Tammy Dhanota



Linda Durham



Maisha Willis

Date: 4/8/25

Date: 4/8/2025

SIDELETTER OF AGREEMENT

Change of the salary table for Lead Bus Stop Maintenance Worker and Bus Stop Maintenance Worker.

Effective April 14, 2025, A change of job code on the salary table for Lead Bus Stop Maintenance Worker VTA152 from SEIU5 to SEIU6.

Effective April 14, 2025, A change of job code on the salary table for Bus Stop Maintenance Worker VTA039 from SEIU3 to SEIU4.

R. E. ...
4/8/25

Andrea ...
4/8/25

FOR SEIU:

Tammy Dhanota

Tammy Dhanota
4/8/2025

Maisha Willis
Maisha Willis
4/8/25

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

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

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

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

Holidays are in **Bold** and pay dates are shaded grey.
At the time of printing, the dates for the 2022 - 2025 Holidays and pay dates have not been established

18	19	20	21	22	23	24
25	26	27	28	29	30	31

26: Memorial Day

22	23	24	25	26	27	28
29	30					

19: Juneteenth

20	21	22	23	24	25	26
27	28	29	30	31		

04: Independence Day

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

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

At the time of printing, the dates for the 2022 – 2025 Holidays and pay dates have not been established

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

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

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

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

Holidays are in **Bold** and pay dates are shaded grey.
At the time of printing, the dates for the 2022 - 2025 Holidays and pay dates have not been established

24	25	26	27	28	29	30
31						

25: Memorial Day

28	29	30				

19: Juneteenth

26	27	28	29	30	31	

03: Independence Day
(observed)

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

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

At the time of printing, the dates for the 2022 – 2025 Holidays and pay dates have not been established

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			

18: 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

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				

Holidays are in **Bold** and pay dates are shaded grey.
At the time of printing, the dates for the 2022 – 2025 Holidays and pay dates have not been established

(observed)

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)

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

At the time of printing, the dates for the 2022 – 2025 Holidays and pay dates have not been established

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		

Holidays are in **Bold** and pay dates are shaded grey.
At the time of printing, the dates for the 2022 - 2025 Holidays and pay dates have not been established

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

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

At the time of printing, the dates for the 2022 – 2025 Holidays and pay dates have not been established

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	

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

At the time of printing, the dates for the 2022 - 2025 Holidays and pay dates have not been established

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

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

At the time of printing, the dates for the 2022 – 2025 Holidays and pay dates have not been established