

Table of Contents

MASTER AGREEMENT	6
ARTICLE I	6
GENERAL PROVISIONS	6
SECTION 1	6
Management-Union Relations	6
SECTION 2	6
Term of Agreement	6
SECTION 3	7
Recognition and Bargaining Unit	7
SECTION 4	7
Additional Agreements between the Parties	7
SECTION 5	7
Rights of Management	7
SECTION 6	8
Affirmative Action/Equal Opportunity	8
SECTION 7	8
13(c) Agreement	8
SECTION 8	8
Union Membership	8
SECTION 9	8
Discipline	8
SECTION 10	10
Grievances/Arbitration	10
SECTION 11	13
Union Officers	13
SECTION 12	13
Employment, Re-employment, Layoffs	13
SECTION 13	14
Posting of Jobs/Promotions	14
SECTION 14	16
Seniority Rules and Regulations	16
SECTION 15	17
Probationary Employees	17
SECTION 16	18
Qualifying Employees	18
SECTION 17	19
Training	19
ARTICLE II	19
EMPLOYMENT COMPENSATION AND BENEFITS	19
SECTION 1	19
Vacations	19
SECTION 2	21
Holidays	21
SECTION 3	22
Free Transportation	22
SECTION 4	22
Health and Welfare Benefits	22

SECTION 5	24
Retirement Benefits	24
SECTION 6	24
Court Attendance	24
SECTION 7	25
Cost of living	25
SECTION 8	26
Sick Pay, Leaves of Absence, Days Off	26
SECTION 9	29
Allowances	29
SECTION 10	29
Occupational Classifications and Wage Rates	29
SECTION 11	39
OVERTIME	39
ARTICLE III	40
BUS OPERATIONS EMPLOYEES	40
SECTION 1	40
Workweek	40
SECTION 2	41
Regular Runs	41
SECTION 3	42
System Votes	42
SECTION 4	44
Extras	44
SECTION 5	44
Extra Boards	44
SECTION 6	45
Run Guarantee	45
SECTION 7	46
Rest Periods	46
SECTION 8	46
Sign-Up and Turn-In	46
SECTION 9	47
Deadhead Cushion and Intervening Time	47
SECTION 10	47
Reporting Time	47
SECTION 11	48
Minimum Guarantee Extra Operator	48
SECTION 12	48
Accident Reports	48
SECTION 13	48
Change	48
SECTION 14	49
Irregular Service	49
SECTION 15	49
Uniforms	49
SECTION 16	50
Toilet Facilities	50

SECTION 17	50
Transferring Vehicles.....	50
SECTION 18	50
Travel Time	50
SECTION 19	51
Baggage and Express.....	51
SECTION 20	51
Part-Time Employees.....	51
SECTION 21	53
Passenger Agents	53
SECTION 22	54
Student Instruction Operators	54
SECTION 23	55
Community Based Operators.....	55
SECTION 24	56
Retirees	56
ARTICLE IV	58
MAINTENANCE	58
SECTION 1	58
Work Week.....	58
SECTION 2	58
Unit Work	58
SECTION 3	59
Tools.....	59
SECTION 4	60
Uniforms, Special Equipment, & Apparel.....	60
SECTION 5	61
Instruction.....	61
SECTION 6	61
Snow Work.....	61
SECTION 7	62
Maintenance Division Reliefs.....	62
SECTION 8	62
Seasonal Employees.....	62
SECTION 9	63
Recertification	63
SECTION 10	64
Apprenticeship	64
ARTICLE V	64
CLERICAL EMPLOYEES	64
SECTION 1	64
Workweek and Breaks	64
SECTION 2	65
Allowances	65
SECTION 3	65
Posting for Assignment.....	65
SECTION 4	65
Relief Telephone Information Center.....	65

SECTION 5	66
Instruction.....	66
SECTION 6	66
Rest Periods	66
ARTICLE VI	66
SERVICE MONITORS	66
SECTION 1	66
Work Week and Breaks.....	66
SECTION 2	67
Allowances	67
SECTION 3	67
Assignment of Work	67
SECTION 4	68
Instructors	68
SECTION 5	68
Rest Periods	68
ARTICLE VII LIGHT RAIL OPERATIONS	68
SECTION 1	68
Light Rail Provisions.....	68
SECTION 2	70
Light Rail Operators.....	70
SECTION 3	70
Workweek	70
SECTION 4	71
Regular Runs.....	71
SECTION 5	72
System Votes.....	72
SECTION 6	73
Extras	73
SECTION 7	74
Extra Boards.....	74
SECTION 8	75
Run Guarantee	75
SECTION 9	75
Rest Periods	75
SECTION 10	76
Sign-Up and Turn-In.....	76
SECTION 11	76
Deadhead Cushion and Intervening Time.....	76
SECTION 12	76
Reporting Time.....	76
SECTION 13	77
Minimum Guarantee Extra Operator.....	77
SECTION 14	77
Accident Reports.....	77
SECTION 15	78
Change.....	78
SECTION 16	78

Uniforms	78
SECTION 17	79
Toilet Facilities	79
SECTION 18	79
Transferring Vehicles.....	79
SECTION 19	79
Travel Time	79
SECTION 20	79
Part-Time Employees.....	79
SECTION 21	81
Student Instruction Operators	81
SECTION 22	81
Retirees	81
ARTICLE VIII LIGHT RAIL MAINTENANCE	83
SECTION 1	83
Work Week.....	83
SECTION 2	83
Unit Work	83
SECTION 3	84
Tools.....	84
SECTION 4	85
Uniforms, Special Equipment, & Apparel.....	85
SECTION 5	86
Instruction.....	86
SECTION 6	86
Maintenance Division Reliefs.....	86
SECTION 7	87
Certification/Recertification	87
SECTION 8	87
Apprenticeship	87
ARTICLE IX	87
FARE INSPECTORS	87
SECTION 1	87
Workweek and Breaks	87
SECTION 2	88
Assignment of Work	88
SECTION 3	88
Rest Periods	88
SECTION 4	89
Uniforms	89

MASTER AGREEMENT

This Agreement, effective March 1, 2009, is by and between the Regional Transportation District, hereinafter called "Employer," and Amalgamated Transit Union, Local 1001, hereinafter called "Union."

This Agreement is an amended Agreement of the September 1, 1977 Collective Bargaining Agreement between the parties.

WITNESSETH:

That in the operation of the lines of the Employer, the parties subscribing hereunto do mutually agree as follows:

ARTICLE I GENERAL PROVISIONS

SECTION 1 Management-Union Relations

The Employer agrees to meet in good faith with the duly elected representatives of the Union and attempt to resolve all questions arising between them. The Union fully agrees that within its ability each of its members shall render faithful service in their respective positions as outlined in the clauses of this Agreement. Furthermore, the Union will cooperate with the management of the Employer in the efficient operation of the System in accordance with the rules, regulations, and operating conditions as announced by the Employer, and will cooperate and assist in fostering cordial relations between the Employer and the public. There shall be no strike, sympathetic or otherwise, walkout, slowdown or work stoppage of any nature by any employee during the term of this Agreement. No employee in the course of employment shall be required to cross a lawful picket line of any Union local. There shall be no lockout by the Employer during the term of this Agreement. It is further agreed that the parties will adhere to this Agreement.

SECTION 2 Term of Agreement

This Agreement shall extend to and be binding upon the parties herein, their successors and assigns, and shall continue in full force and effect from March 1, 2009 through February 29, 2012. It shall continue from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date hereof, or any anniversary thereof, of its desire for change or changes to be made for the succeeding year. In such event, it is expressly understood between both parties that not later than thirty (30) days prior to expiration, the matters referred to in such notice will be taken up and negotiations carried on diligently and without delay for the purpose,

and with one thought in mind, of reaching an amicable, satisfactory adjustment and understanding.

SECTION 3 Recognition and Bargaining Unit

(a) The Union is hereby recognized as the exclusive bargaining representative of all covered employees as set forth in Article II, Section 10 for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment, and agrees to deal with it as hereinafter provided.

(b) The Employer will not directly or indirectly interfere with or prevent the joining of the Union by employees qualified to become members of the same, nor will it discriminate against employees on account of membership or non membership in the Union. The Union agrees that it will not in any way interfere with or limit the right of the Employer to discharge or discipline its employees for proper or sufficient cause except for membership in the Union.

SECTION 4 Additional Agreements between the Parties

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of their rights and opportunities are set forth in this Agreement. The foregoing shall not be construed to prevent the parties voluntarily and mutually agreeing to discuss or negotiate any subject matter during the life of this Agreement. Unless extended in writing or incorporated into this agreement, any side letters of agreement existing prior to ratification of this agreement shall be null and void.

SECTION 5 Rights of Management

The management of the System and the direction of the working forces is vested exclusively in the Employer. The Employer shall continue to have all rights customarily reserved to management, including but not limited to the right to hire, promote, suspend, discipline, or discharge for proper cause; the right to relieve employees from duty because of reduction in work force or other proper reasons; the right to schedule hours and require overtime work; the right to assign work to locations; the right to create positions; the right to determine the number of classifications and manning of classifications; staffing levels; and the right to establish rules pertaining to the operation of the System. The above-mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights, which belong to and are inherent in management. It is understood that any of the rights, power or authority the Employer had prior to the signing of this Agreement are retained by the Employer,

except those specifically abridged by this Agreement.

SECTION 6 Affirmative Action/Equal Opportunity

The parties understand and agree that the Employer, its successors and assigns, and the Union are subject to laws, regulations and requirements proscribing discrimination of various types and that these laws, regulations and requirements may change from time to time during the term of this Agreement. Furthermore, the Union understands and agrees that the Employer, its successors and assigns had and in the future will have various programs governing its affirmative action and equal opportunity efforts regarding all facets of employment involving, for example, race, color, religion, ancestry, sex, age, national origin, political preference, sexual orientation, disability or Viet Nam era veteran status.

SECTION 7 13(c) Agreement

The parties agree that the basic protective terms and conditions promulgated by the U.S. Secretary of Labor pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and agreed to and executed by the parties on April 7, 1976, shall form the basis for all agreements between the Employer and the Union required under Section 13(c) or any successor legislation.

SECTION 8 Union Membership

Subject to the provisions of the Colorado Labor Peace Act, as amended, for so long as the same are applicable, all employees of the Employer in the System covered by this Agreement, or who are employed in positions covered by this Agreement, shall become members of the Union on the initial date of employment and shall remain members of the Union in good standing as a condition precedent to their continued employment. The Employer agrees upon the written authorization of an employee member of the Union to deduct from the pay of such employee dues owed the Union from the second payday of each and every month, and to forward the same to the Financial Secretary-Treasurer of the Union by Friday of the payday week. The Employer also agrees upon written authorization of an employee to deduct the necessary amounts each pay period and to remit such amounts to the Secretary-Treasurer of the Credit Union of Denver.

The Union will indemnify the Employer and hold it harmless for all loss by the Employer in complying with the dues deduction provisions of this Agreement.

SECTION 9 Discipline

(a) The right of discipline is vested in the Employer; however, the Employer agrees to

fully recognize and meet with the Union on any and all questions, grievances and differences that may arise between the parties. Informal corrective actions such as verbal or written counseling shall not be considered disciplinary action.

(b) Entries shall not be placed against the discipline record of any employee until the employee has been given the right of a hearing to respond to the charge(s) and the charge(s) has been dispositioned. When an employee is called to the office on an issue that might result in disciplinary action, the employee shall cooperate in the investigation to the fullest extent possible. The employee shall answer to such specific charge or charges only. An employee and/or an agent of the employee so designated in writing shall be authorized to inspect the employee's personnel file in the presence of the designated representative of the Employer at a pre-arranged time and place consistent with the employee's work duties. In determining whether or not an employee is "at fault" for a current charge, the Employer may consider the employee's record from the prior one (1) year, or two (2) years in the case of substance abuse violations. If the Employer determines that the employee was "at fault" for the charge, and if the range of possible penalties includes termination, the Employer shall consider the entire record in determining an appropriate penalty.

(c) Disciplinary suspension(s) will not permanently impair an employee's seniority.

(d) Any employee who is suspended or discharged from the service of the Employer and who, after an investigation, is found not guilty of the charge for which he or she was suspended or discharged, shall be reinstated and made whole at the employee's regular rate of pay for the time lost. If it is determined that the suspension or discharge was too severe for the offense, the employee shall be reinstated and paid such amount for the loss of time as may be determined to be just under the circumstances of the case. To the extent practicable, all disciplinary suspensions shall be scheduled to first allow completion of grievance meetings held through Step 2 of Section 10 of this Article.

(e) All time frames referenced in this section refer to days in which the employee is actually present at work. Within six (6) days after report of the specific offense, an employee shall be notified to come to the office. In the case of a charge involving continuous or repeated negligence or misconduct, such notification shall be within six (6) days after report of the last instance of such negligence or misconduct.

(l) Operators. A list will be posted notifying operators to report to the division supervisor to receive a confidential document. The operator shall sign an acknowledgment of receipt of the document. An original copy of the notification to answer charge shall be signed by the employee at the initial meeting with the supervisor. The employee shall have six (6) days to respond to the charge. The employee may be accompanied by an accredited representative of the Union if the employee so elects. The operator will cooperate to the fullest extent possible in this investigation and at the operator's discretion, may provide a time-stamped written response in lieu of meeting personally with the employer. Failure to respond to the charge within the six (6) day time period, may result in the Employer rendering a decision on the basis of those facts known to the Employer at the time of the preparation of the charge. From the date the employee gives a final answer to the charge, decisions shall be rendered within six (6) days.

(II) All Other Employees. The employee shall be provided a copy of the charge and shall have six (6) days to respond to the charge. The employee may be accompanied by an accredited representative of the Union if the employee so elects. The employee will cooperate to the fullest extent possible in the investigation. Failure to respond to the charge within six (6) days may result in the Employer rendering a decision on the basis of those facts known to the Employer at the time of the preparation of the charge. Decisions shall be rendered within six (6) days from the date the employee gives a final answer to the charge.

(f) When an employee is required to report to his or her supervisor concerning disciplinary action during non-work hours, the employee shall be paid for the actual time of the meeting at the employee's straight-time rate. An employee so reporting and whose supervisor is unable to meet immediately with the employee shall make an appointment for a later time. If the supervisor is unavailable to meet at a designated appointment time, the employee will be paid fifteen (15) minutes at the employee's actual straight-time rate provided the employee has notified the appropriate individual of his or her presence.

(g) Working suspensions may be agreed upon in lieu of unpaid suspension time. Employees on working suspensions shall be paid the entry-level rate of their classification.

SECTION 10 Grievances/Arbitration

(a) Issues that represent an error in wage rate computation or allowances may be submitted without a time limit by a Union representative on behalf of an employee who feels he/she has a legitimate claim. Step 1 grievance settlements will not be precedent setting. All class action grievances shall be submitted directly to step 2.

(b) The following steps will be followed in resolving grievances:

Step 1: Whenever the Union, or the Union on behalf of an employee, desires to take up any question or grievance of any kind for discussion with the Employer, a written request for a hearing must be presented in person to the designated Employer representative within ten (10) calendar days from the time the grievance, question or complaint arises. The requested meeting must be scheduled by the parties within seven (7) calendar days of the request unless the parties mutually agree in writing upon another meeting date. The meeting shall be with the designated Employer representative(s), the employee and the Union representative(s). The attendance of the grievant at step 1 is mandatory. Failure of the grievant to attend the hearing shall result in the withdrawal of the grievance. The Employer will provide a written decision to the Union representative within seven (7) calendar days from the date of the meeting.

Step 2: If the grievance is not resolved, it must be reduced to writing and

appealed to Step 2 within seven (7) calendar days from the certified receipt of the Step 1 decision. The parties will schedule a meeting with the Step 2 Employer representative within ten (10) calendar days of the Employer's receipt of the appeal. A written Step 2 decision shall be rendered within ten (10) calendar days from the date of the Step 2 meeting, or within ten (10) calendar days from the Employer's receipt of the appeal if no Step 2 meeting is held. If the grievance remains unresolved and the Union elects arbitration, the Union shall provide written notification to the General Counsel for the Employer within fifty-five (55) calendar days of certified receipt of the step 2 answer that it is taking the grievance to arbitration.

(c) The Employer will provide the Union with a current list of individuals with authority to receive, hear and answer grievances at each step of the grievance procedure.

(d) Grievances shall provide the following information:

- (1) Name and signature of aggrieved employee and/or Union representative.
- (2) Specific contract article, section and paragraph, if any, alleged to have been violated.
- (3) Date and location of alleged violation.
- (4) Complete statement of the issue.
- (5) Name of individual, if any, alleged to have violated the Agreement.
- (6) Name of management representative to whom grievance is presented.
- (7) Specific remedy desired.

(e) Employees and/or Union representatives preparing or processing grievances shall not be entitled to compensation from the Employer.

(f) Certified receipt of the Employer's grievance mailed response shall govern the determination of time limits in this Section 10. Failure of either to comply with the time limits of this Section 10 will serve to declare the grievance settled in favor of the other party and no further action can be taken. Time limits set forth in this Section may be extended only by mutual written agreement between representatives of the parties.

(g) If any question(s) shall arise between the parties subscribing to this Agreement in respect to the true intent and meaning of any provisions hereof, or in respect to matters of discipline, suspension, or discharge, and if the parties hereto find that the issue(s) involved cannot be amicably adjusted between themselves, such issue(s) shall be submitted upon request of either party to the other to Arbitration. In the case of a discharge or termination, all pending disciplinary matters relating to that employee shall be consolidated and heard together.

An arbitrator shall be selected from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service. Either party may request that the panel provided by the FMCS is composed of arbitrators possessing technical/mechanical knowledge. This selection shall be made no later than fourteen (14) calendar days after receipt of the list. The Employer or the Union shall strike the first name. Thereafter, each shall alternately eliminate one (1) name until only one (1) name remains. The finding or decision of such Arbitrator shall be binding upon the Employer, the Union, and the Employee. The compensation of the

arbitrator and all expenses of the arbitrator shall be shared evenly. If there is any matter submitted for arbitration, the issue(s) to be determined and specific remedy desired shall be specified in writing in the request for arbitration, which shall refer to the specific contract provisions, if any, involved.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement. Decisions in all matters before the arbitrator shall be rendered within thirty (30) calendar days from close of hearing or receipt of Post-Hearing Briefs.

Any pending arbitration that is not set for hearing within eighteen (18) months from the date of demand shall be deemed settled based on the employer's final answer unless the union demonstrates that it was not responsible for the delay.

(h) This subsection shall establish a means of expedited arbitration for specified matters.

- (1) Within fifty-five (55) days of receipt of the Employer's Step 2 response, the Union may elect expedited arbitration of any grievance, which, in its judgment, involves any disciplinary action, which resulted in a written warning or involved a suspension or other loss of pay of five days or less.
- (2) The parties may at any time mutually agree in writing to waive the process set forth herein and use non-expedited arbitration of any matter.
- (3) A permanent expedited arbitration panel of four (4) independent, experienced labor arbitrators shall be created. Appointment to the panel shall be by mutual agreement of both the Employer and the Union for a one-year period, commencing March 1 of each year or at such later date as both parties may agree. The parties shall agree on panel members on or before November 15 of the previous year. The parties shall confirm the availability of the selected arbitrators and agree upon the order of rotation. At that time, the parties may continue the current panel or may replace any arbitrator with one satisfactory to both parties. If any of the selected arbitrators become permanently unavailable during the course of his or her tenure, a new arbitrator shall be selected by the parties as soon as practicable.
- (4) On the second (2nd) Thursday of each calendar month, or as soon as practicable thereafter, the Union shall notify the arbitrator listed on the panel who next follows the last arbitrator to have held an expedited arbitration. That arbitrator shall hear all grievances that have been previously agreed upon by the parties.
- (5) Should the arbitrator so selected be unavailable at any time mutually convenient to the parties within the next thirty (30) calendar days, the next listed arbitrator shall be called upon to serve. It is the intent of the parties that all matters be heard within thirty (30) calendar days of the date notice is given to the arbitrator.
- (6) All arbitration shall be held at the Employer's principal business offices, currently 1600 Blake Street. There shall be no transcript made of the proceedings. Neither party shall be represented by an attorney. Written argument shall not be filed unless required by the arbitrator. The hearing shall proceed on the scheduled day and no continuances may be granted without good cause. The hearing shall be informal. All expenses of the arbitration shall be equally divided between the Employer and the Union.
- (7) The award shall be rendered promptly and unless otherwise agreed by the

parties, no later than seven (7) days from the date of the closing of the hearing. The award shall be in writing and shall be signed by the arbitrator and, unless otherwise agreed by the parties, shall be issued no later than seven (7) days from the date of the closing of the hearing.. If the arbitrator determines that an opinion is necessary, it shall be in summary form. The finding or decision of the arbitrator shall be binding upon the Employer, the Union and the employee solely for the purposes of disposition of the grievance decided. Expedited arbitration decisions shall not set precedent as to any interpretation of the Collective Bargaining Agreement. (CBA)

- (8) The arbitrator or the parties by mutual written agreement may conclude during the hearing that the issues should be heard under the provisions of Subsection 10(g) of this Article. Such a decision shall operate the same as a timely notification that the Union wishes to proceed to non-expedited arbitration, and all applicable time periods shall toll. A new arbitrator shall then be selected and arbitration shall be held pursuant to the provisions of Subsection 10(g).

SECTION 11 Union Officers

Any member of the Union who may be elected or appointed to any local union office requiring the employee's absence shall be excused from employment, and on retiring from the office shall be given his or her place formerly held in the service of the Employer with seniority rights continuing. A list shall be provided to the Employer of all duly appointed chief stewards and assistant stewards. Elected chief stewards and assistant stewards having work to do for the Union shall be excused upon notification to the Employer of Union business requiring a brief absence from work. The local may appoint other employees who will be excused from work for union business but for no more than an aggregate of one hundred (100) days of absence in any contract year. The Union must provide the Employer with a list of employees who have been utilized in the preceding month. Union representatives meeting with a representative of the Employer at any meeting required by Article I, Section 10, "Grievances/Arbitration," will not be compensated by the Employer.

SECTION 12 Employment, Re-employment, Layoffs

(a) Inverse occupational group seniority shall govern layoffs, and occupational group seniority shall govern reemployment of employees laid off, due to lack of work or events beyond the control of the Employer. Seniority rights shall be continuous in all respects. Qualifications may be considered as the basis for layoffs and reemployment of employees for occupational groups other than Transportation, Information Center, Support Services and Service Monitors.

(b) Whenever a layoff occurs, those employees affected shall be eligible for recall for a period not to exceed twelve (12) months plus one (1) month for each month of master seniority held by the affected employee. Notice of recall shall be by certified mail, return receipt requested, addressed to the employee at the latest address on file with the

Employer. The employee shall lose all rights to reemployment or reinstatement if:

- (1) the employee fails to notify the Employer within thirty-six (36) hours after the receipt of notice of recall;
- (2) the employee fails to report for duty within fifteen (15) days after mailing of the notice of recall; or
- (3) the employee has been off the payroll for twelve (12) consecutive months plus one (1) month for each month of master seniority not to exceed twenty-four (24) consecutive months from the effective date of layoff.

(c) An employee required to perform work in another classification shall be paid the entry level rate of that classification or the employee's regular rate of pay, whichever is greater, including shift differential, if any, qualifications and ability considered.

(d) Contractual wage guarantees shall cease effective with the date and time of layoff. Employees will receive health and welfare benefits through the end of the month in which they are laid off. Recalled employees will receive health and welfare benefits from the first day of recall, provided they work eighty (80) or more hours in the month of recall.

(e) Should a position be abolished, the affected employee may displace the employee occupying the affected employee's former position if the position being abolished has been held by the affected employee less than six (6) months. If a position abolished has been held by the affected employee in excess of six (6) months, the affected employee will be placed in a new position commensurate with the employee's skill and ability.

(f) Bargaining unit employees who accept a non-bargaining unit position after March 1, 1982 and who are subsequently laid off from the non-bargaining unit position shall be restored to their last bargaining unit position, but at the bottom of the seniority list of that occupational group.

SECTION 13

Posting of Jobs/Promotions

(a) When vacancies occur or new positions are created, it will be the policy of the Employer to promote employees with full regard to their seniority and qualifications except as otherwise provided in this Agreement. Except for employees bidding laterally, permanent employees bidding upon vacated or new positions may be interviewed to determine their qualifications and experience. If no qualified employee bids for a posted job, the Employer may hire a new employee. Qualifications being equal, positions shall be awarded according to seniority in the following order: occupational group seniority, department seniority and RTD master seniority.

(b) All bargaining unit positions covered by this Agreement shall be posted as permanent positions for a period of three (3) calendar days, excluding the first day of posting, Saturdays, Sundays and holidays. Each posting shall include the position title, pay rate, and department. In the maintenance division, except for relief positions, each

posting shall also include shift, hours, and days off. Relief positions shall designate initial division and shift.

(c) When any position is filled, the name of the successful applicant, together with a list of all other applicants, shall be posted within fourteen (14) calendar days after the close of the advertisement. Employees who are awarded a position and subsequently withdraw their bid will be charged for a bid as though they had accepted the position.

(d) All regular full-time employees may bid on posted positions except those employees on probation (Article I, Section 15), serving a qualifying period (Article I, Section 16) or in training. These employees may not bid until completion of the probationary, qualifying or training period, except that general repair mechanics will not be restricted from bidding laterally during the qualifying period.

(e) Employees will not be awarded more than two (2) job openings in any twelve (12) months from the date of initial award. However, if an employee bids on a job and that job is subsequently eliminated through a job pick, such bid shall not be counted for the purpose of determining job awards as set forth in this paragraph. Initial staffing of a new facility shall not be considered as one (1) of the two (2) annual job awards. Transfer date for an employee bidding to a new position shall be established within forty-five (45) days of award. If the transfer date exceeds twenty (20) working days, the employee will be paid the hourly rate of the new position effective with the twenty-first (21st) day, provided the employee is available to perform the new duties.

(f) All bids must be completely filled out, signed, and punched in the time clock by the employee or they will not be entitled to consideration. An employee on vacation may pre-bid for any desired position that may occur during the vacation period. An employee on medical leave or on-the-job injury may pre-bid for any desired position that may occur during such absence so long as the employee will assume the duties of the awarded position within twenty (20) calendar days from the date of award. Such pre-bid will be considered with bids submitted by other employees for the vacancy and shall be void upon return from vacation, medical leave or an on-the-job injury.

(g) Reliefs: The Employer may create relief positions for maintenance division employees, information specialists or in any other classifications mutually agreed upon by the parties. An employee entering any of these classifications shall be assigned to the relief position as provided in Article IV, Section 8 "Maintenance Division Reliefs" or Article V, Section 5 "Reliefs: Telephone Information Center". The work schedule for reliefs will be arranged on a five (5) days worked and two (2) days off basis, whenever possible. When necessary, employees may be worked on their sixth and seventh days subject to the overtime provisions of this Agreement.

(h) Vacancies created by sick leave, vacation, on-the-job-injury or special projects of less than fifty (50) calendar days in the maintenance department shall not be posted. Such vacancies will be filled at the discretion of the Employer. Projects or reassignment(s) in the maintenance department of fifty (50) or more calendar days shall be filled by reliefs. Such workforce realignment shall be accomplished via a job pick of all relief employees. In those occupational classifications where reliefs exist and an

employee is qualified, such vacancies will first be filled from available relief employees.

Vacancies for occupational classifications without relief positions will be filled in the following manner:

- (1) Sick leave, medical leave or on-the-job injury will be filled at the discretion of the Employer for the term of the vacancy.
- (2) Vacation or special projects of less than fifty (50) calendar days shall not be posted. Such vacancies will be filled at the discretion of the Employer.

(j) The position of master mechanic shall be posted and awarded based on qualifications. Seniority will be the determining factor if all qualifications are equal.

(k) Nothing contained in this Agreement is to be construed as an abridgement of the right of the Employer to abolish or consolidate positions.

(l) Part-time bus operators may bid on CBO postings at any time during their employment. CBO operators may apply for part-time bus operator positions at any time during their employment.

(m) An employee's qualifying test score shall be valid for a period of six (6) months in the event the position is awarded to another employee. An employee who fails a qualifying test shall not be eligible to retake a test for the same position for six (6) months. Upon request, any employee who has failed a qualifying test may have the general areas of deficiency reviewed with them.

SECTION 14

Seniority Rules and Regulations

(a) Seniority shall be on the following basis:

1. RTD Master Seniority. RTD master seniority shall commence with the first day of hire; however, for an employee in training, RTD master seniority shall commence with the first calendar day following completion of training.

2. Department Seniority. Departments shall be defined as Bus Transportation, Bus Maintenance, Facilities Maintenance, Light Rail Transportation, Light Rail Maintenance, Office and Clerical, and Service Monitors. For a new hire, department seniority shall be identical to RTD master seniority. Department seniority for a present employee bidding into a new occupational group shall commence with the date of award of the new position.

3. Occupational Group Seniority. Occupational groups shall be defined as those occupational groups set forth in Article II, section 10 of this Agreement. For a new hire, occupational group seniority shall be identical to RTD master seniority. Occupational group seniority for a present employee bidding into a new occupational group shall commence with the date of award of the new position.

(b) Occupational group seniority shall determine the location of work assignment and date/time for vote(s). Within occupational groups, employees moving from one position to another in the same group shall retain seniority in that group.

(c) Seniority lists shall be maintained by the Employer and submitted to the Union prior to each system vote and vacation vote. If no corrections are requested within fifteen (15) calendar days the list will be considered correct and no changes will be made. An employee who has failed to challenge the seniority list shall not be considered to have waived his or her right to a challenge in a subsequent vote.

(d) Movement between departments shall be limited to once per year per employee in order to fill vacated positions. Such vacated positions shall be posted in accordance with the provisions of Article I, Section 13, "Posting of Jobs."

(e) In the event an employee elects to fill a vacancy in his or her immediate former occupational group, the employee will be credited with all previous occupational group seniority, less the time spent in another occupational group. Seniority in the former occupational group shall cease to accrue as of the effective date of the award of the new position.

(f) Seniority shall accrue only in the employee's present occupational group.

(g) An employee who permanently transfers from one occupational group to another and who is, within ninety (90) calendar days, dropped on account of a reduction in force will be permitted to return to the occupational group from which the employee originally transferred, with continuous seniority rights, provided the employee is not the junior member of the former occupational group. The employee will revert to the former position within the occupational group unless that position has been abolished, in which case the employee may displace the most junior employee to him or her in the former occupational group.

(h) Temporary transfers, at the Employer's request, from one occupational group shall not affect the employee's seniority rights in the occupational group from which the employee is temporarily transferred; nor shall the employee acquire or exercise seniority rights because of such temporary transfer.

(l) (1) An employee promoted or transferred to a position external to the bargaining unit shall retain frozen seniority for six (6) months after departure from a bargaining unit position. All seniority rights will be relinquished six (6) months following promotion or transfer to a non-bargaining unit position.

(2) The Employer shall not utilize a bargaining unit employee in a non-bargaining unit position in excess of one hundred (100) workdays per contract year, and shall not utilize the employee thereafter in a non-bargaining unit position unless the employee accepts a permanent non-bargaining unit position. Hourly wages for bargaining unit employees utilized in a non-bargaining unit position shall be reported separately from bargaining unit payroll costs in any financial reports prepared by RTD in which bargaining unit and non-bargaining unit payroll costs are separately reported.

SECTION 15

Probationary Employees

(a) The probationary period for all new hire employees shall not exceed ninety (90) calendar days and shall commence on the first day following completion of initial training. The provisions of this Agreement apply to probationary employees only with regard to rates of pay and Union membership.

(b) Probationary periods may be extended on a day-for-day basis equivalent to actual workdays lost.

(c) Upon written notification to the Union, an employee's probationary period may be extended by an additional thirty (30) days. The notification shall include a reason as to why the probationary period is being extended.

(d) Upon completion of the employee's probation, the disciplinary record during probation shall not be considered in the administration of any other disciplinary action as contemplated under the provisions of article I, section 9 of this Agreement.

SECTION 16

Qualifying Employees

(a) The qualifying period for permanent employees bidding into new departments or classifications shall not exceed ninety (90) calendar days and shall commence on the first day of actual work, excluding initial training, in the new department or classification. There shall be no qualifying period for full-time employees moving laterally within occupational classifications. Excluding initial training, the qualifying period for temporary employees moving laterally into permanent fulltime positions shall not exceed sixty (60) calendar days and shall commence on the first day of actual work in the full-time position.

(b) If the Employer determines during the qualifying period that the employee has not been satisfactorily fulfilling the performance standards of the new job or vacancy, the Employer will:

- (1) Return such employee to his or her former position, or
- (2) Assign the employee to a vacant position commensurate with the employee's skill and ability.

(c) Qualifying periods may be extended on a day-for-day basis equivalent to actual work days lost.

(d) Employees who are disqualified from a classification shall not be eligible to bid back to that classification for a one (1) year period.

(e) The employer agrees to furnish the Union a list of classifications that requires an initial training period and the duration of each training period. The list shall be updated should the initial training period of any classification change.

(f) During either the initial training period or the qualifying time, the employee may voluntarily elect to return to their previous position.

SECTION 17
Training

An operator relieved from his or her regular assignment to report to the Training Department shall be paid their run pay, excluding trippers, for time spent breaking in or retraining on equipment and/or new routes. In all other cases, an operator shall be paid at the operator's current straight-time rate for actual time spent breaking in or retraining on equipment and/or new routes. All other employees shall receive their applicable rate of pay for actual time spent in training.

SECTION 18
Sole Source

To the extent required by the constitution of the state of Colorado, and to the extent they remain in force and effect as to collective bargaining agreements, Article XXVIII, sections 15 and 17 of the constitution of the state of Colorado are hereby incorporated into this agreement.

ARTICLE II
EMPLOYMENT COMPENSATION AND BENEFITS

SECTION 1
Vacations

(a) Every full-time employee covered by this Agreement will be allowed vacation according to the following schedule:

Eligibility Amount of Continuous Service	Number of Work Weeks of Vacation
12 consecutive months	1
2 consecutive years	2
5 consecutive years	3
12 consecutive years	4
20 consecutive years	5
28 consecutive years	6

(b) Vacations will not be cumulative but must be taken in the period for which granted or forfeited. An employee who is unable to avail himself or herself of the

privilege will be paid the balance of the allowance at the end of the vacation year. Vacation allowances to which an employee is entitled shall be paid in the event of termination of service for any reason if the employee has not received a vacation in the current vacation period. Upon termination of service, any employee who has more than two (2) consecutive years of service with the Employer shall be entitled to prorated vacation pay on a one-twelfth (1/12th) per month basis.

(c) The Employer will determine the number of employees who will be permitted to absent themselves from duty at a particular time. Unvoted vacation slots will remain available throughout the year for vacation changes. Management may also at its discretion defer the taking of a vacation when such action is necessary or advisable in order to best serve the interests of the Employer. Employees will be permitted three solid week vacation change(s) during the vacation year. except as outlined in “f” below. Up to three (3) single vacation days, once voted, may be changed by operators provided these changes are requested with at least seven (7) days advance notice. All other classifications may request changes with less than seven (7) days advance notice.

(d) Unless otherwise provided in this Agreement, vacation pay will be paid at the time the vacation is taken and will be calculated as follows: The base hourly rate in effect at the time the vacation is taken, multiplied by forty (40) hours per week, multiplied by the number of weeks of vacation eligibility. Following six months of employment, employees will be permitted to use one week of vacation in either single days or as a solid week block.

(e) Vacation Boards shall be posted in each facility eight (8) weeks before the vacation year begins. The vacation year shall be defined as starting with the Sunday closest to the beginning of May and ending with the Saturday closest to the end of April. Vacations shall be selected in accordance with the employee’s occupational group seniority.

(f) Employees may split their vacation as many times as desired in multiples of complete workweeks. The vacation week shall be defined as Sunday through Saturday. Employees, except operators, may vote up to ten (10) days of vacation on an individual daily basis provided work schedules permit. Operators, with three or more weeks of vacation, may vote up to ten (10) days of vacation on an individual daily basis provided work schedules permit. Operators wishing to exercise the option of floating single day vacations must designate their intention prior to the development of the annual vacation board.

SINGLE VACATION DAYS

- (1) Employees desiring to take a single vacation day(s) will register in the vacation book indicating the day(s) off desired.
- (2) The employee will register in the vacation book not less than (3) calendar days prior to the desired day(s) off. The Employer will respond to the request for time off at least twenty-four (24) hours prior to the requested day(s) off. Single vacation days will be granted consistent with operating requirements. Preference will be given in the order of registration.

Employees requesting unpaid time off must exhaust all unvoted vacation accruals prior to being granted unpaid time off. No more than five (5) unpaid days off will be granted to any employee in any vacation year.

(g) Previously voted vacation weeks which become available during the vacation year shall be posted for revote.

(h) When an employee's anniversary date will entitle the employee to an additional week of vacation during the vacation year, the additional vacation or parts thereof may be taken prior to the anniversary date.

(i) A retiring employee may elect to take vacation and retire immediately thereafter. The District will continue to pay for and/or deduct contractually mandated fringe benefit contributions through the period of vacation. The employee, through the vacation period, will be permitted to initiate any medical or dental claims incurred and be reimbursed consistent with the terms of the appropriate medical or dental plans. A retiring employee may elect to immediately retire and receive a vacation pay-off without actually taking vacation time. In this situation, District benefit contributions will be paid consistent with the last actual date worked. Any benefit claims will be considered consistent with the last date worked.

SECTION 2 Holidays

(a) So far as practicable, employees shall not be required to work on the following guaranteed holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, the employee's anniversary date of employment and the employee's birthday. In addition, employees will be granted one (1) floating holiday during the period September 1 through August 31 of each year. Management will designate the specific day the holiday will be taken.

Employees are no longer required to select their floating holiday on an annual pick basis. In accordance with operating requirements, employees will be given added flexibility toward taking floating holidays on short notice.

(b) Holiday pay plus straight time shall be paid for work performed on the above-mentioned holidays or the day on which the holiday is celebrated.

(c) Employees who are available for work but unable to work their regular run or shift because of a holiday schedule shall be paid eight (8) hours at straight-time rate.

(d) Of the total pay time provided in the foregoing paragraphs, only the portion representing straight-time payments for time actually worked is to be included in the basic hours subject to overtime calculations.

(e) Only employees who have completed their probationary period will be entitled to

holiday pay under the provisions of this Section.

(f) In order to qualify for holiday pay for an unworked holiday, employees otherwise eligible for such pay under the terms of this Section must work their regularly scheduled day immediately preceding the holiday and their regularly scheduled day immediately following the holiday unless they have been previously excused from such work by the Employer, or unless they were prevented from working by a bona fide illness and furnish an excuse which is satisfactory to the Employer. Employees who are scheduled to work on the holiday must work a minimum of four (4) hours in order to qualify for the holiday pay.

(g) An employee required to work on a holiday which is also the employee's scheduled day off shall be paid holiday pay plus time and one-half (1-1/2) for hours actually worked.

(h) Any holiday occurring during the final vacation of a retiring employee shall be paid to the employee.

(i) When an anniversary or birthday holiday occurs on an eligible employee's regular day off, the employee may observe such holiday on the preceding work day or immediately following work day, provided the employee notifies the supervisor forty-eight (48) hours in advance that he or she will take the preceding or following work day off. An employee whose birthday or anniversary falls during the middle of the employee's work week may elect to observe the holiday in conjunction with the employee's regularly scheduled days off, provided such observance falls within the same pay period and is with the supervisor's approval.

SECTION 3 Free Transportation

Authorization for free transportation in the form of an identification card shall be granted to: (1) regular full-time employees, and irregular service operators; (2) spouses or one dependent, of regular full-time and part-time employees while living with the employee; (3) regular full-time employees who retire at or after normal retirement date with a minimum of five (5) years of continuous service, or because of being totally and permanently incapacitated from performing any of the Employer's work; and (4) the spouse of employees covered by paragraph (3) hereof while living with the employee. In case of a regular, full-time employee's death, the surviving spouse shall receive an identification card until death or remarriage.

SECTION 4 Health and Welfare Benefits

(a) The Employer agrees to participate with the Union in a Health and Welfare Trust. The trustees will provide health and welfare benefits, including but not limited to medical and dental care and sick benefits. The trust will be administered by six (6)

trustees, three (3) to be named by the Union and three (3) to be named by the Employer. The trustees will provide health and welfare benefits including but not limited medical and dental and sick benefits.

(b) The District's contribution to the health and welfare trust shall be five hundred forty-nine (\$549) per month per full-time employee per month. The Union will propose no increase to the coverage that cannot be supported by the assets of the Trust as determined by an actuarial review. The District shall contribute two hundred-fifty dollars (\$250) per month per participating part-time employee into the Health and Welfare Trust for the term of this Agreement. Required contributions by part-time employees who participate in the Trust shall be determined by the Board of Trustees, based on the available coverage selected by the part-time employee. It is recognized and agreed by the parties that the Health and Welfare Trust shall be amended, as necessary, to include participation by the retirees. Required contributions for retiree coverage shall be determined by the board of Trustees, based on the available coverage selected by the retirees. The Employer, after written authorization from the employee, will also deduct from the employee's paychecks and remit to the Trust, amounts as determined by the Trustees in accordance with the Health and Welfare Program.

(c) The payment by the Employer of the amounts specified in paragraph (b) above will relieve the Employer of any obligation with respect to medical care for employees, drugs, the operation of a medical department and benefits for time off due to sickness or injury other than those covered by the provisions of Article II, Section 8 of this agreement or the Colorado Worker's Compensation Act and any life insurance protection on active and retired employees.

(d) The Employer shall provide one hundred thousand dollars (\$100,000) felonious assault insurance for each bargaining unit employee. Carrier selection shall be the responsibility of the Employer.

(e) The District shall pay for the cost of any physical exam required by the U.S. or Colorado Department of Transportation regulations. The physicians shall be selected by the District. Any employee taking such exam shall be paid one and one-half (1 1/2) hours at straight time. Employees may elect to receive their physical from their own physician provided the physician is qualified to perform DOT physicals. The District will not pay for any physical that is not performed by its providers.

(f) Probationary employees shall not be eligible for coverage until the first of the month following sixty (60) days from the initial date of hire or as determined by the trustees of the Health and Welfare Trust.

(g) Effective January 1, 2007, if monthly premiums are increased or decreased, the Employer and the employees' contributions shall be reduced/increased by equal dollar increments.

SECTION 5
Retirement Benefits

- (a) There is in effect an employee retirement plan for all full-time and part-time employees covered by Local 1001.
- (b) The cost of the employee retirement plan fund will be shared by the Employer and the employees on the following basis: The Employer's contribution to the Pension Trust shall be eight percent (8%). The employee's contribution to the Pension Trust shall be three (3%). It is understood that such cost will include trustee and actuary fees as well as amounts retained by the trustees for the operation of the plan.
- (c) The Pension Trust will consist of six (6) members, with three (3) members selected by the Employer and three (3) members selected by the Union.

SECTION 6
Court Attendance

- (a) An employee shall be entitled to compensation by the Employer when an employee is called by the police department as a witness or is taken from the employee's regular work by the Employer to report at court as a witness or otherwise, in connection with cases instant to or arising out of the performance of the employee's duties. The employee shall be paid at the employee's regular rate of pay for time actually lost, less witness fees, provided the employee (1) notifies his or her immediate supervisor and (2) reports for and resumes assigned duties immediately upon the employee's release from the police department or court. Except where the employee fails to complete the accident report in the first instance, any time required of employees by the Employer in looking up witnesses and making additional reports shall be paid at the regular rate for the actual time lost or consumed. If the employee does not suffer any loss of time, the regular rate of pay shall be paid to the employee for actual time consumed at the police department or court, less any witness fees the employee may receive.
- (b) Unless otherwise specified, regular full-time employees, when called for jury duty, will be allowed the difference between the jury pay and the daily compensation they would have earned had they remained on the assignment. Extra board operators shall be paid on the basis of eight (8) hours per day.
- (c) Unless otherwise specified, regular full-time employees who report for jury duty and are not used will report to their immediate supervisor for work. Such employees will not be required to perform work for which they are not qualified and will not be required to work hours which do not reasonably approximate the hours which the employee normally works.

(d) An employee on second or third shift shall, at the employee's request, be moved to day shift during the week(s) the employee is scheduled for jury duty. Employees released from jury duty are expected to report to work pursuant to subsection (c) above.

(e) RTD Court is when an employee is excused from their regular duties by RTD and directed to attend to matters in court on behalf of RTD or having been called by the police department as a witness. The time spent engaged in such activity would normally be compensated time in keeping with the Collective Bargaining Agreement, Article II, Section 6.

(f) RTD Court does not cover an employee going to court for personal matters, including a traffic citation they may have received while driving an RTD vehicle. In these instances, the employee needs to discuss their situation with their manager to determine if any modifications to their regular work schedule can be made. The District will work with the employee to determine if any change in schedule can be made that provides the employee the ability to work a modified schedule and time to attend court. This will be done on a case-by-case basis and in keeping with work requirements.

SECTION 7 Cost of living

There will be a quarterly cost of living adjustment (COLA) of one cent (\$0.01) per hour for each forty-five one-hundredths (45/100) of one (1) point change in the Bureau of Labor Statistics cost of living index (CPI-W), Denver/Boulder, through the February, 1981 adjustment.

The first adjustment under the provisions of this section will be affected in the pay period nearest the first day of May, 1980, and will be determined by a comparison of the January 1980 Index and the November 1979 CPI-W Index of 248.6. The cent-per-hour increase or decrease resulting from this calculation will be multiplied by 1.5 to allow for a quarterly period on the May 1980, November 1980, May 1981 and November 1981 adjustments. Adjustments due in August 1980, February 1981, August 1981; and February 1982 will be determined by a comparison of the applicable index and the November 1979 CPI-W Index of 248.6.

All occupational group classifications will be increased by the same cents-per-hour change; however, when an employee in a progression step is moved to a higher progression step, the new progression percent shall be applied to the top rates for the occupational group.

If the most recent Denver/Boulder cost of living index (CPI-W) available indicates a decrease downward, cost of living adjustments downward shall be made upon the same basis as provided for increase.

If the Bureau of Labor Statistics cost of living index (CPI-W), Denver/Boulder, is revised from its present form or method of calculation or is discontinued, the Employer shall continue to pay on the same basis as provided in this Agreement.

Notwithstanding the above Section, this Section in its entirety shall be frozen, void and of no force and effect during the term of this Agreement and any extensions

thereof.

SECTION 8
Sick Pay, Leaves of Absence, Days Off

- (a) Sick Pay - Full Time Employees
- (1) For all full-time employees one day of sick leave for each month worked will be credited to each employee who has completed at least six (6) months of continuous service. Upon retirement, an employee shall be paid eight (8) hours at his or her current straight-time hourly rate for every sixteen (16) hours of accrued sick leave. Unused accumulated sick leave will be carried forward subject to the maximum allowable standing credit of one hundred seventy (170) days. Employees with a standing credit of one hundred seventy (170) days of sick leave will be credited for accumulated sick leave throughout the calendar year(s) and paid at the straight-time hourly rate at the end of the calendar year on the basis of eight (8) hours for each twenty-four (24) hours of sick leave exceeding the standing credit.
 - (2) For employees hired before March 1, 1980, for each day of sickness, the Employer will supplement payments from the Health and Welfare Trust Plan under Article II, Section 4 of this Agreement with an additional payment which, when added to the Health and Welfare Trust Plan payment, will yield an amount equal to eight (8) hours of pay at straight time. Employees hired prior to March 1, 1980 will not have a two workday waiting period nor be subject to the four occurrence rule. Employees hired after March 1, 1980, shall be eligible for such supplemental sick pay payments after the second (2nd) consecutive work day of sickness. The Health and Welfare Trust Plan weekly amount will be allocated over a five (5) workday period. For each day's payment, the employee's sick leave credit in paragraph (1) above will be decreased by one (1) day with supplemental payments to cease when the employee's credit is exhausted. Employees who have accumulated and maintain eighty-five (85) sick leave day's credit shall be eligible for sick leave payment beginning with the first (1st) work day absence due to sickness for the first four (4) absence occurrences in a calendar year.
 - (3) No sick pay supplemental payments under paragraph (2) above shall be made for the employee's regular days off, during the employee's annual vacation period or after services are terminated for any reason whatever.
 - (4) Sick pay benefits will not be paid for sickness or injury due to excessive use of alcohol, use of drugs or narcotics, injuries incurred in a fight or brawl occasioned by any unlawful acts or any chronic ailment existing before entering the employ of the Employer. If the employee is involved in a self-help program through the Employer or Union and at the option of the Employer, sick pay benefits may be paid for sickness or injury due to excessive use of alcohol or use of drugs or narcotics. Abuse of the sick pay program will be sufficient grounds for disqualification from the program.
 - (5) Sick pay benefits will not be paid for sickness or injury resulting from service in the Armed Forces of the United States or other nations, incurred in the course of employment with another company or individual, while riding in any aircraft

except as a regular fare-paying passenger on a licensed, regularly scheduled airline, or for any injury or disease incurred while on leave of absence.

- (6) Sick pay benefits will not be paid for injury or sickness if the employee is physically able to perform other work offered by the Employer and the employee declines to accept such work.
- (7) No sick pay benefits will be paid until the Employer has received certification by a medical doctor ("M.D."), osteopath ("D.O."), chiropractor ("D.C."), or doctor of dental surgery ("DDS") of the illness or injury. The Employer reserves the right to request a statement from the employee's doctor, osteopath, chiropractor or dentist when deemed necessary by the Employer, that the employee is unable to return to work. Such statements of a medical doctor, osteopath, chiropractor, or dentist shall be at the employee's expense. The Employer further reserves the right to withhold sick pay benefits if at any time the employee refuses to submit to an examination by a medical doctor, osteopath, chiropractor, or dentist of the Employer's choosing and at the Employer's expense.
- (8) Employees hospitalized overnight will be eligible for sick leave benefits from the first day of hospitalization. Employees receiving outpatient surgery, as deemed necessary by a medical doctor, qualify for first day sick pay.
- (9) Operators reporting for work after sick leave or medical leave shall do so not later than 11:00 a.m. for the day board and not later than 4:00 p.m. for the night board on the preceding day. Operators working matinees will be required to call the Employer before 11:00 a.m. on the preceding day. Represented employees, other than operators, shall report not later than their regular starting time.
- (10) Written medical documentation of illness or injury may be required for absences of three (3) or more consecutive workdays whether pay is requested or not. Proper medical documentation must include a general nature of illness in addition to the date the employee was seen by the provider.
- (11) A light duty program may be established by the Employer. The terms of the program shall be negotiated by the parties. Employees, with work related injuries/illnesses, who refuse work under this program will not be eligible for benefits. When directed by the Employer, participation in this program by individuals with work related injuries shall be mandatory. When offered by the Employer, participation in this program by employees who are off work due to non-work related injuries shall be voluntary.

(b) Medical Leave

- (1) Upon written request, accompanied by medical certification, the employee may be granted a medical leave of absence. A medically incapacitated employee will be permitted to work only with the written permission of a physician and as long as the employee is able to perform the duties of the employee's job. Upon written request, an employee may be granted a medical leave of absence.. The leave of absence may be extended when requested in writing and accompanied by a letter from the attending physician stating that the extension is necessary. To return to the employee's job after medical leave, the employee must have a written release from a physician stating that the employee is able to perform the duties of the employee's former job. An employee returning from medical leave will be returned to the employee's job with no loss of seniority or pay status. The Employer reserves the

right to request that the employee submit to an examination by a medical doctor of the Employer's choosing and at the Employer's expense.

- (2) Accumulated sick leave shall be used toward medical leave.
- (3) For employees with less than two (2) years of service, no personal leave of absence shall extend beyond six (6) months in duration. For employees with two (2) or more years of service, no leave of absence shall be granted that exceeds one (1) year in duration,
- (4) If required by state or federal regulations, safety sensitive employees who are off work for ninety (90) consecutive calendar days or more will be required to pass a pre-employment drug screen prior to returning to work.

(c) Unpaid Leaves of Absence

- (1) Upon written request, an employee may be granted an unpaid leave of absence or series thereof not to exceed ninety (90) calendar days. Unpaid leaves of absence may be granted as operating requirements permit and are at the sole discretion of the Employer. Written approval by the Employer must be obtained by the employee. Employees requesting an unpaid leave of absence must exhaust all unvoted vacation accruals prior to being granted unpaid time off. A leave of absence may be extended upon receipt of a written request by the employee and with the written approval of the Employer. Sick leave and vacation accruals shall continue only during the first thirty (30) days of a leave of absence.
- (2) Authorized leaves of absence shall be without loss of seniority. Upon return from leave of absence, the employee may return to his or her former position.
- (3) The employee may make full health and welfare benefit payments, including Employer portions, during the time of the leave. If the employee is delinquent in making the above payments, the employee will no longer be a participant under the Health and Welfare program.
- (4) An employee may be required to pass a physical examination at the employer's expense prior to returning to work.
- (5) No employee shall receive pay for any holiday occurring during a leave of absence.
- (6) Employees shall report for work after leave of absence on the same basis as set forth in paragraph (a) (9) of this section.

(d) Bereavement Leave

A regular, full-time employee shall be entitled to payment for regular work hours commensurate with actual time of attendance, not to exceed three (3) regular work days, for the employee to attend the funeral or funeral service of a member of the employee's immediate family (spouse, children, stepchildren, parents, brothers, sisters, parents-in-law, grandparents, grandparents of spouse, or grandchildren). Payment shall only be made for regular work time lost upon verification of bereavement. An employee on vacation, holiday, scheduled days off, sick leave or absent for any reason shall not be entitled to bereavement leave reimbursement.

(e) Employees taking FMLA leave for personal illness shall have the option of using accrued sick leave subject to the provisions of the sick leave policy. Subject to the provisions of the Vacation section (Article II, section 1), employees requesting unpaid FMLA for an immediate family member must use any unvoted vacation prior to taking

unpaid time off. Employees may, at their discretion, use voted vacation in lieu of taking unpaid time off.

(f) Absent mitigating circumstances, an employee shall be terminated for failure to return to work on the first scheduled workday after expiration of a leave of absence or if the employee accepts employment during a leave of absence. Absent mitigating circumstances, employees who are absent for four (4) consecutive days without approval and without maintaining contact with the Employer shall be considered as having voluntarily resigned their position. Notification of the separation shall be sent via certified mail to the employee's last known address.

SECTION 9 Allowances

(a) In addition to regular straight-time hourly wage, any regular full-time employee, other than a bus operator whose regular work shift starts after three o'clock p.m. (3:00 p.m.) and prior to eleven o'clock p.m. (11:00 p.m.) or who has a regular work shift of which fifty percent (50%) or more falls between these hours, shall receive a premium of fifty cents (\$.50) per hour for time actually worked.

In addition to regular straight-time hourly wage, any regular full-time employee, other than a bus operator, whose regular work shift starts after eleven o'clock p.m. (11:00 p.m.) and prior to four o'clock a.m. (4:00 a.m.) or who has a regular work shift of which four (4) hours or more fall between these hours shall receive a premium of sixty cents (\$.60) per hour for time actually worked.

(b) Employees, other than bus operators, who work a split shift shall receive a premium of forty-five cents (\$.45) per hour. Employees, other than bus operators, who are required to work a split shift that falls under the time frames of subsections (a) or (b) above shall receive the higher of the two premiums

(c) Minimum time allowances shall not be included in calculating overtime and only one penalty or premium shall be invoked in any one particular instance.

SECTION 10 Occupational Classifications and Wage Rates

WAGE INCREASE

The wage base shall increase as follows, effective March 1, 2011:

All employees (except as listed below) \$.15/hour

General repair, tech services, support mechanics, electro mechanics, signal power mechanics: \$1.00/hour

LUMP SUM

All employees shall receive a lump sum as follows effective March 1, 2010 or thereafter (as described below):

Full-time employees	\$750
Part-time employees	\$200

In order for the above lump sum increase to take effect, as of December 31, 2009, or for any rolling 12-month period thereafter through the expiration of this agreement the following must occur. RTD's Base System (.6%) rolling 12-month aggregate Total Sales and Use Tax Receipts as of December 31, 2009 or thereafter must have increased by 2% or more from RTD's Base System (.6) Total Sales and Use Tax Receipts received for the calendar year 2008 (which was \$247,694,524).

RTD's Base System Total Sales and Use Tax Receipts (as referenced above) shall be 0.6% of the "Amount Remitted – Total" identified on the Notice of Remittance RTD receives on the fourth working day of each month from the Colorado Department of Revenue with the heading "Regional Transportation District, Fund 924 – Liability 0230, 0330, & 0530". RTD shall have no discretion in defining the Total Sales and Use Tax Receipts.

The line "Amount Remitted – Total" states the adjusted amount that will be deposited on the District's behalf by the State of Colorado. It represents the sales and use tax that was collected in the preceding month for taxable activity that occurred during the month before that, plus or minus other adjustments by the State of Colorado. The month in which the taxable activity took place is labeled "Interest Period Reference" on the notice that RTD receives from the State. The Base System of RTD receives 0.6% of the "Amount Remitted – Total" for its sales and use tax revenue.

Regardless of whether employees receive the Bonus and Wage Increase provided above, the wage progression tables in the prior contract shall continue to apply.

OCCUPATIONAL CLASSIFICATION AND WAGE RATES 3/1/09 THRU 2/29/12
03/01/09 03/01/11

Amount of Contractual Increase **0.15**
 Select mechanic groups **1.00**

Transportation Operations

Group I - Bus Operator-Full Time

Entry	15.4900	15.6400
AT 12 months	16.0300	16.1800
AT 18 months	16.5800	16.7300
AT 24 months	17.1200	17.2700
AT 30 months	17.6600	17.8100
AT 36 months	18.2100	18.3600
AT 42 months	18.7600	18.9100
AT 48 months	19.3000	19.4500
AT 54 months and Thereafter	19.8500	20.0000

Bus Operator-Retiree 17.5500 17.7000

Bus Operator-Part-time

80% of Top Operator rate

Entry	15.4900	15.6400
AT 12 months and Thereafter	15.8800	16.0300

Group II - Passenger Agent

Entry	13.8000	13.9500
AT 6 months	14.1500	14.3000
AT 12 months	14.5000	14.6500
AT 18 months	14.8500	15.0000
AT 24 months and Thereafter	15.3000	15.4500

Bus Maintenance

Group I(a) - General Repair Mechanic

Entry	20.4500	21.4500
AT 6 months + step 1	20.9000	21.9000
AT 12 months + step 2	21.3400	22.3400
AT 18 months + step 3	21.7800	22.7800
AT 24 months + step 4	22.2200	23.2200
AT 30 months + step 5	22.6500	23.6500
AT 36 months and Thereafter +step 6 (cert)	23.1000	24.1000
AT 42 months recertified	24.3500	25.3500

	03/01/09	03/01/11
Group I (b) - Unit Shop Technician		
Entry	20.4500	20.6000
AT 6 months + step 1	20.9000	21.0500
AT 12 months + step 2	21.2600	21.4100
AT 18 months + step 3	21.6200	21.7700
AT 24 months + step 4	21.9800	22.1300
AT 30 months + step 5	22.3400	22.4900
AT 36 months + step 6	22.7000	22.8500
AT 42 months + step 7	23.1000	23.2500
AT 48 months and Thereafter (Recert)	24.3500	24.5000
Group I (b) - Radiator Shop Technician		
Entry	21.4500	21.6000
AT 12 months	21.9000	22.0500
AT 18 months	22.2600	22.4100
AT 24 months	22.6200	22.7700
AT 30 months	22.9800	23.1300
AT 36 months	23.3400	23.4900
AT 42 months	23.7000	23.8500
AT 48 months	24.1000	24.2500
AT 54 months and Thereafter (Recert)	25.3500	25.5000
Group I (c) - Project Master Mechanic		
Entry	23.6500	24.6500
AT 12 months Thereafter Recert	24.9000	25.9000
Group I (c) - Project Technician		
Entry	23.1000	24.1000
AT 12 months Thereafter Recert	24.3500	25.3500
Group I(d) - Revenue Technician		
Entry	22.2500	22.4000
AT 6 months	22.6500	22.8000
AT 12 months	23.1000	23.2500
AT 18 months Recert	24.3500	24.5000
Group I(d) - Electronic Technician		
Entry	22.2500	22.4000
AT 6 months	22.6500	22.8000
AT 12 months	23.1000	23.2500
AT 18 months (recert)	24.3500	24.5000

	03/01/09	03/01/11
Group I(e) - Support Vehicle Mechanic		
Entry	20.4500	21.4500
AT 6 months + step 1	20.9000	21.9000
AT 12 months + step 2	21.3400	22.3400
AT 18 months + step 3	21.8300	22.8300
AT 24 months- + step 4 and 5	22.2200	23.2200
AT 30 months + step 6 and 7	22.6500	23.6500
AT 36 months and Thereafter + step 8	23.1000	24.1000
Recertified	24.3500	25.3500
Group II(a) - Body Mechanic		
Entry	19.7000	19.8500
AT 6 months	20.0600	20.2100
AT 12 months	20.4200	20.5700
AT 24 months and Thereafter	21.1400	21.2900
AT 36 months	21.1400	21.2900
AT 48 months	21.5000	21.6500
AT 60 months and Thereafter	21.9000	22.0500
Group II(b) -Welder/Fabricator		
Entry	24.3500	25.3500
Group III(a) - Service Person Dist Shops		
Entry	16.0000	16.1500
AT 6 months	16.3700	16.5200
AT 12 months	16.7400	16.8900
AT 18 months	17.1100	17.2600
AT 24 months and Thereafter	17.5000	17.6500
Group III(a) - Service Person		
Entry	15.0000	15.1500
AT 6 months	15.3700	15.5200
AT 12 months	15.7400	15.8900
AT 18 months	16.1100	16.2600
AT 24 months and Thereafter	16.5000	16.6500
Group III (b)- Service/Vault Puller		
Entry	15.2500	15.4000
AT 6 months	15.6200	15.7700
AT 12 months	15.9900	16.1400
AT 18 months	16.3600	16.5100
AT 24 months and Thereafter	16.7500	16.9000

Facilities Maintenance	03/01/09	03/01/11
Group IV - Facilities Maintenance Mechanic		
Entry	19.7000	19.8500
AT 6 months	20.0600	20.2100
AT 12 months	20.4200	20.5700
AT 24 months	20.7800	20.9300
AT 36 months	21.1400	21.2900
AT 48 months	21.5000	21.6500
AT 60 months and Thereafter	21.9000	22.0500
Certified	22.4500	22.6000
Group V (a)- Custodian/Building Services		
Entry	13.5000	13.6500
AT 6 months	13.8700	14.0200
AT 12 months	14.2400	14.3900
AT 18 months	14.6100	14.7600
AT 24 months and Thereafter	15.0000	15.1500
Group V (a) - Custodian/Public Facilities		
Entry	13.5000	13.6500
AT 6 months	13.8700	14.0200
AT 12 months	14.2400	14.3900
AT 18 months	14.6100	14.7600
AT 24 months and Thereafter	15.0000	15.1500
Group V (b) - Custodian/Landscape		
Entry	14.7500	14.9000
AT 6 months	15.1200	15.2700
AT 12 months	15.4900	15.6400
AT 18 months	15.8600	16.0100
AT 24 months and Thereafter	16.2500	16.4000
Group V(b) - Custodian/Landscape Seasonal		
Entry	14.7500	14.9000
Bus Maintenance		
Group VI- Parts Clerk		
Entry	16.0500	16.2000
AT 6 months	16.3500	16.5000
AT 12 months	16.6500	16.8000
AT 18 months	16.9500	17.1000
AT 24 months and Thereafter	17.3000	17.4500

	03/01/09	03/01/11
Group VII - Sign Out Clerk		
Entry	15.2500	15.4000
AT 6 months	15.6200	15.7700
AT 12 months	15.9900	16.1400
AT 18 months	16.3600	16.5100
AT 24 months and Thereafter	16.7500	16.9000
Group IX (a) - Sign Maintainer		
Entry	16.5000	17.6500
AT 6 months	16.8700	18.0200
AT 12 months	17.2400	18.3900
AT 18 months	17.6100	18.7600
AT 24 months and Thereafter	18.0000	19.1500
Group IX (b) -Sign Fabricator		
Entry	17.5000	17.6500
AT 6 months	17.8700	18.0200
AT 12 months	18.2400	18.3900
AT 18 months	18.6100	18.7600
AT 24 months and Thereafter	19.0000	19.1500
Group X - General Repair Mechanic Helper		
Entry	17.8000	17.9500
OFFICE AND CLERICAL		
Group I (a) - Accounting Clerk		
Entry	16.2500	16.4000
AT 6 months	16.6000	16.7500
AT 12 months	16.9500	17.1000
AT 18 months	17.3000	17.4500
AT 24 months and Thereafter	17.7500	17.9000
Group II - Payroll Practioner		
Entry	16.7500	16.9000
AT 6 months	17.1200	17.2700
AT 12 months	17.4900	17.6400
AT 18 months	17.8600	18.0100
AT 24 months and Thereafter	18.2500	18.4000
Group III(a) - Information Specialist		
Entry	15.8000	15.9500
AT 6 months	16.1500	16.3000

	03/01/09	03/01/11
AT 12 months	16.5000	16.6500
AT 18 months	16.8500	17.0000
AT 24 months and Thereafter	17.3000	17.4500
Group III(b) - Bilingual Information Specialist		
Entry	16.5500	16.7000
AT 6 months	16.9000	17.0500
AT 12 months	17.2500	17.4000
AT 18 months	17.6000	17.7500
AT 24 months and Thereafter	18.0500	18.2000
Group IV(a) - Receptionist		
Entry	13.8000	13.9500
AT 6 months	14.0500	14.2000
AT 12 months	14.3000	14.4500
AT 18 months	14.5500	14.7000
AT 24 months and Thereafter	14.8000	14.9500
Group IV(b) - Internal Distribution Clerk		
Entry	13.8000	13.9500
AT 6 months	14.0500	14.2000
AT 12 months	14.3000	14.4500
AT 18 months	14.5500	14.7000
AT 24 months and Thereafter	14.8000	14.9500
Group IV(c) - External Distribution Clerk		
Entry	13.8000	13.9500
AT 6 months	14.0500	14.2000
AT 12 months	14.3000	14.4500
AT 18 months	14.5500	14.7000
AT 24 months and Thereafter	14.8000	14.9500
Group IV(d) - Reproduction Clerk		
Entry	17.3000	17.4500
AT 6 months	17.5500	17.7000
AT 12 months	17.8000	17.9500
AT 18 months	18.0500	18.2000
AT 24 months and Thereafter	18.3000	18.4500
Group V- Treasury Clerks		
Entry	15.5000	15.6500
AT 6 months	15.8700	16.0200
AT 12 months	16.2400	16.3900

	03/01/09	03/01/11
AT 18 months	16.6100	16.7600
AT 24 months and Thereafter	17.0000	17.1500

Service Monitors

Group I - Service Monitor

Entry	14.4000	14.5500
AT 6 months	14.6500	14.8000
AT 12 months	14.9000	15.0500
AT 18 months	15.1500	15.3000
AT 24 months and Thereafter	15.4000	15.5500

Light Rail Fare Inspectors

Group I - Light Rail Fare Inspector

Entry	13.8300	13.9800
AT 12 months	14.5800	14.7300
AT 24 months	15.3400	15.4900
AT 30 months	16.0900	16.2400
AT 36 months	16.8400	16.9900
AT 42 months and Thereafter	18.3500	18.5000

Light Rail Operations

Group I- Train Operator Full time

Entry	15.4900	15.6400
AT 12 months	16.0300	16.1800
AT 18 months	16.5800	16.7300
AT 24 months	17.1200	17.2700
AT 30 months	17.6600	17.8100
AT 36 months	18.2100	18.3600
AT 42 months	18.7600	18.9100
AT 48 months	19.3000	19.4500
AT 54 months and Thereafter(Recert)	19.8500	20.0000
AT 60 months Recertification	20.1000	20.2500

Light Rail Maintenance

Group I(a) - Electro Mechanic

Entry	22.9500	23.9500
AT 6 months	23.3900	24.3900
AT 12 months	23.8300	24.8300
AT 18 months	24.2800	25.2800

	03/01/09	03/01/11
AT 24 months	24.7000	25.7000
AT 30 months certified	25.1500	26.1500
AT 42 months recertified	26.4000	27.4000
Group I(b) - General Repair Mechanic		
Entry	21.4000	21.4000
AT 6 months	21.8400	21.8400
AT 12 months	22.2800	22.2800
AT 18 months	22.7200	22.7200
AT 24 months	23.1500	23.1500
AT 30 months certified	23.6000	23.6000
AT 42 months recertified	24.8500	24.8500
Group II - Signal/Traction Power Maintainer		
Entry	24.2800	25.2800
AT 6 months	24.7000	25.7000
AT 12 months (certified)	25.1500	26.1500
AT 24 months (recert)	26.4000	27.4000
Group III - Service Worker		
Entry	15.0000	15.1500
AT 6 months	15.3700	15.5200
AT 12 months	15.7400	15.8900
AT 18 months	16.1100	16.2600
AT 24 months and Thereafter	16.5000	16.6500
Group IV - Track Maintainer		
Entry	20.9000	21.0500
AT 6 months	21.3400	21.4900
AT 12 months	21.7800	21.9300
AT 18 months	22.2300	22.3800
AT 24 months	22.6500	22.8000
AT 30 months (certified)	23.1000	23.2500
AT 42 months (recertified)	24.3500	24.5000
Group V - Material Hand Parts Clerk		
Entry	16.0500	16.2000
AT 6 months	16.3500	16.5000
AT 12 months	16.6500	16.8000
AT 18 months	16.9500	17.1000
AT 24 months and Thereafter	17.3000	17.4500

	03/01/09	03/01/11
Group VI - Rail Laborer		
Entry	16.5000	16.6500
AT 6 months	16.8800	17.0300
AT 12 months	17.2500	17.4000
AT 18 months	17.6300	17.7800
AT 24 months (certified)	18.0000	18.1500

SECTION 11 OVERTIME

(a) All time worked in excess of eight (8) hours in any given work day shall be paid for at the rate of time and one-half (1 1/2) and shall be paid provided the employee works all scheduled hours in that week and will be paid only if the employee works such overtime hour(s). Employees who are absent for unscheduled reasons in a given work week, shall be paid overtime only after completing forty (40) hours. For purposes of calculation of overtime, the workday shall commence with the employee's regular work shift. Vacation, holidays, court, bereavement and executive board union business shall count as hours worked for calculating overtime. Maintenance and office and clerical employees with a claim of not being properly offered overtime shall have 48 hours from the date of overtime posting to file a claim. If the claim is valid, the employee shall be offered overtime within the current month. An employee who fails to make a claim as provided above or whose claim falls in the last seven days of the month shall be offered overtime in the following month if grieved.

(b) Employees who are called back to work in advance of or after completing their regular day's work or work shifts shall be paid a minimum of three (3) hours at their regular rate of pay. Employees who are called in to work on their days off shall be paid a minimum of five (5) hours at their regular rate of pay.

(c) Minimum time allowance shall not apply when the extra time worked is continuous with the regular work shift to which said employee is assigned.

(d) Employees will not be required to take time off in order to equalize overtime hours worked.

(e) Overtime will be distributed equally insofar as practicable. An employee shall have the right to pass up overtime when called upon by the Employer to perform such work, if another fully qualified employee is available and willing to perform such work.

(f) Overtime consists of work necessitated by, but not limited to, absences, production requirements, special projects and activities.

- (1) Employees may sign up for overtime each month according to seniority for work in their respective occupational classification and facilities.
- (2) Qualifications shall determine assignments of overtime.
- (3) Overtime offered and refused twice within a calendar month shall

preclude the employee from overtime during the remainder of the month. In such event, the overtime offered will be considered as overtime worked for the purpose of equalization.

(g) Minimum time allowances shall not be included in figuring overtime, and only one penalty or premium payment shall be invoked in any particular instance. Employees working overtime shall be paid their shift differential at straight time.

(h) Overtime is not guaranteed.

(i) **Holiday Work:** The Employer will determine the number of employees required to work holidays by shift, location, occupational classification and qualifications. Two weeks prior to a holiday, the Employer will post a list for employees who are regularly scheduled to work on the day of the holiday. Employees may, by signing the list, indicate if they wish to volunteer to work on the holiday. The Employer will select, by seniority from this volunteer list, the number of employees to fill the shifts. If an insufficient number of employees volunteer, the employees with the least seniority by shift, location and occupational classification, and qualifications shall be required to work.

(j) **Bus & Light Rail operators:**

- (1) Time worked shall be defined as platform time, deadhead cushion and intervening time.
- (2) In addition to the aforementioned provisions, the following rules and/or pay provisions shall apply to operators:
- (3) No make-up time shall be allowed when a regular run is being worked at overtime rate.
- (4) Overtime shall be paid for platform work performed beyond a spread of eleven (11) hours from the time of first assignment.
- (5) No allowances shall be included in calculating spread. Allowances for sign-up and turn in, report time shall be included in calculating overtime.

(k) Overtime at the rate of time and one-half (1 1/2) shall be paid service monitors for platform work performed beyond a spread of eleven (11) hours from the time of the first assignment.

ARTICLE III BUS OPERATIONS EMPLOYEES

SECTION 1 Workweek

(a) The normal workweek of regular operators shall consist of five (5) consecutive days, except as otherwise provided in this section, with a minimum of eight (8) hours per day, including allowances for deadhead cushion and intervening time.

(b) Days off shall be scheduled uniformly insofar as possible and shall be voted on by classifications as follows: day runs, split runs, matinee runs, night runs and owl runs. It is recognized that operating conditions and scheduling problems will prevent consecutive days off in all instances. However, it is understood that every effort will be made by the Employer to schedule the maximum number of consecutive days off, and it is agreed that under no circumstances will the Employer schedule more than seven percent (7%) of the days off on a split-days-off basis. When days off are scheduled on a split-days-off basis, one of the days off shall be scheduled on Sunday. Seniority shall prevail when voting days off, and employees shall be limited to voting in the days off classifications identified in this paragraph.

(c) The regular workweek for extra-board operators shall not exceed five (5) days per week. It is recognized that the working conditions of extra board employees are affected by extraordinary situations and conditions which can and do arise and which are not within the control of the Employer. Insofar as practicable, the Employer will endeavor to maintain at all times an adequate extra board list in order to avoid the necessity of working extra board employees in excess of their regular work week. The Employer will also use its best efforts to avoid the necessity of working extra board employees in excess of nine and one-half (9 1/2) hours actual platform time per day. Insofar as practicable, none of the daily assignments of extra board work shall have a greater spread than twelve (12) consecutive hours.

SECTION 2

Regular Runs

(a) A regular run, either city or intercity, is a scheduled piece or combination of work having seven (7) or more platform hours per day and shall pay a minimum of eight (8) hours per day, including allowances for deadhead cushion, sign-up, and intervening time.

(b) Regular runs shall be classified as follows:

- (1) Straight day runs going to work before 9:30 a.m.
- (2) Matinee runs going to work between 9:30 a.m. and 12:30 p.m.
- (3) Straight night runs going to work after 12:30 p.m.
- (4) Owl runs going to work after 8:30 p.m.
- (5) Two-way split runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, deadhead cushion, and intervening time.
- (6) Three-way splits runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, deadhead cushion and intervening time, with the shorter of two (2) breaks being paid as intervening time at straight time rate.

(c) The minimum number of straight weekday runs shall be not less than fifty-five percent (55%) and sixty-five percent (65%) on weekend runs of the total runs for each of the following operating groups: Bus Operations and Light Rail Operations. A greater or lesser percentage may be mutually agreed upon between the Employer and the

Union.

(d) Regular runs shall be so scheduled as to make the daily hours as uniform as is practicable.

(e) No run or line shall be run by the dispatcher in excess of three and one-half (3 1/2) hours.

(f) In the event the District resumes operating charters outside its normal designated boundaries, the parties agree that the language in the 2000 labor agreement related to charters shall be utilized.

SECTION 3 System Votes

(a) There shall be a system vote by all operators effective: (1) the first pay period in January; (2) the first pay period in May; (3) the first Sunday in September; (4) whenever a division is closed; (5) whenever a division is opened; (6) whenever all runs on a local route are transferred from one division to another and (7) whenever routes are inaugurated or abolished. Vote date implementation may be moved by two (2) weeks in order to maximize efficiency. New runs and/or routes added between run boards will be run as trippers and voted at the next run vote. Community based operators (CBOs) system votes shall be effective the first pay period in January, the third week in May and the third week in August. The separate operating divisions shall define the System. In the event the District resumes service from a York or Longmont Division, the provisions of this section and deadhead cushion and intervening time shall apply.

(b) Regular runs shall be voted in accordance with the prevailing seniority board.

(c) New run boards and a copy of all schedules shall be posted seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) before operators are required to vote. Completed information relative to pay time and overtime on each run and train cards will be available for operators' review. No voting shall be conducted on holidays, Saturdays or Sundays. The voting procedure shall be as follows:

- (1) Operators shall select the run of their choice or the extra-board, days off and holidays in accordance with seniority standing.
- (2) Voting will be conducted from 8:00 a.m. to 8:00 p.m.
- (3) Fifteen (15) days prior to commencement of the vote, an appropriate seniority list will be posted indicating operator's name, seniority number, voting seniority date, date and time designated to vote, time allocated to vote on that date, and a designation for the operator to indicate route, run, days off and division voted. Operators will be permitted five (5) minutes to vote with a ten (10) minute make-up period during each hour of scheduled voting.
- (4) On the date and time an operator is scheduled to vote, he or she may be present in advance of the time designated to review the run board. An employee will vote within prescribed time limits unless the vote is delayed by the division supervisor. The operator must give the division supervisor the operator's selected run at or

before the designated voting time. If an operator is unable to be present at the time designated to vote, the operator must leave a minimum of five (5) choices with the division supervisor on an "assignment choice form" in accordance with the instructions thereon. If an employee is working and has left choices which are not available, the division supervisor will contact the employee to determine choices and, upon the employee's request, will arrange to have the employee review the run board at the earliest possible time. If an employee is not working and has left choices which are not available, the division supervisor will make a reasonable effort to contact such employee to determine choices, provided scheduled vote time requirements are met. The division manager or assistant division manager shall make a run selection for an employee who fails to be available at the scheduled time to vote who is not working, or for an employee who is working and has not left choices based upon:

- (1) The run most similar to the employee's run choices submitted;
- (2) The employee's present run;
- (3) The run most similar to the employee's present run;
- (4) The run in the nearest operating division similar to the run choices submitted;
- (5) The run in the nearest operating division similar to the employee's present run;
- (6) The extra board at the employee's present division;
- (7) The extra board in the nearest operating division.

(d) Run boards, seniority lists, run assignment sheets, headway sheets, run board comparison lists, relief points, train cards, run pay and schedules shall be made available to the run board committee of the Union five (5) days in advance of their posting.

(e) No operator shall be passed on a vote unless the Employer and the Union have mutually agreed in advance of the vote. If an operator passed at the time of the vote returns to work during the vote period, the operator shall assume the operator's normal rotation position on the extra board and work the extra board during the duration of the vote.

(f) The run board committee of the Union and appropriate representatives of the Employer will meet together regularly at mutually agreeable times to develop and foster a mutual understanding with respect to run boards, worksheets and schedules. Approximately one week before each run board, the Employer will post at each division information for each run or tripper showing sign-up time, travel time, on-duty driving time, on-duty non-driving time, platform time and pay time.

(g) It is the employee's responsibility to elect the assignment in accordance with the voting rules. Failure to vote at the time established will result in the division manager or assistant division manager choosing a run as outlined in (c) (4) above.

(h) In the event it becomes necessary to redistribute a limited number of operators between divisions, a list shall be posted soliciting volunteers from the extra-board. In the event a sufficient number of volunteers are not secured, a maximum of seven (7)

operators per vote shall be moved based on inverse seniority from the extra-board. Only volunteers will be solicited in the event it becomes necessary to move operators between the day and night boards at a given division.

SECTION 4

Extras

(a) All work assigned to operators that is not designated as regular runs when the board is posted will be classified as extras and assigned to operators on the extra board or assigned to part-time operators.

(b) A regular or extra board operator who has completed the operator's regular assignment shall only be required to run extra trips or do extra work in cases of emergency or when there is no extra board operator available, but when so required to do extra work, such work shall be divided as nearly equally from day to day as is possible.

(c) All extras shall be subject to change at any time without requiring a new vote.

(d) Extras worked by operators in addition to a regular run shall be paid at the overtime rate with a minimum time allowance equal to three (3) hours straight time.

(e) A copy of the previous day's extra-board shall be posted with changes of assignments along with the present day's extra -board. All regular operators used will be listed with work assigned. Upon request, daily adjustment sheets, extra board assignment sheets, day extra board sheets, night extra board sheets and DOT service and driving hours compliance records shall be furnished to the designated Union official at each division.

(f) Operators will not be assigned work in any other department except on a voluntary basis.

(g) The Employer shall determine the number of trippers that shall be biddable and the order in which the trippers shall be bid with runs insofar as practicable and in conformance with state and/or federal regulations.

SECTION 5

Extra Boards

(a) The Extra Board shall be divided into a day board commencing at 12:01 a.m. and a night board commencing at 12:00 noon. The day board shall consist of day runs, splits, matinees, p.m. and a.m. extras. The night board shall include night runs, matinees, owl runs, a.m. and p.m. extras. Employees shall choose, according to seniority, either the day board or the night board and shall vote their days off at the time the board is voted. The Employer shall establish the number of operators on each board and the number of operators who may be off each day. The extra board procedures shall be amended by

the parties as deemed necessary. Any subsequent changes to these procedures will be subject to negotiations with the Union.

(b) The extra-board shall be ranked each day based on the operator with the most available dot service hours being placed at the top of the board.

(c) A list of operators qualified on mountain work shall be maintained at each division.

(d) Before assigning sixth and/or seventh day work to extra board operators, the Employer shall notify extra board operators who are qualified for the work prior to the start of the work assignment. Regular day off overtime shall be distributed among all extra board operators based on available dot hours.

(e) The number of employees allowed to vote the extra board will be determined by the Employer. Employees on prolonged leaves of absence will not be considered active employees. Voting on the extra-board is according to seniority and when the extra board has been filled, employees who have not yet voted must vote for those runs remaining open. The extra board is not a preferred board and employees who vote the extra board will work the extra board with all its ramifications and must accept all work usually assigned to extra board employees.

(f) All operating groups will maintain a hold-down board at each division. After the vote is completed, all open runs will be made available on a weekly basis for voting by extra board operators. The Union agrees to hold the District harmless in the event that the hold-down board is unavailable the first week of the vote. Work available on a weekly (Sunday through Saturday) basis for hold-downs will be posted for voting by extra board operators on a seniority basis from noon Wednesday until noon Friday. Open runs resulting from a vacation, leave of absence, or separation from employment will be included on the hold-down vote provided the regular employee is not expected to return to work before the hold-down period is completed. Extra board operators who pass on hold-down work will become part of the rotating extra board for that weekly period and retain their voted days off. Extra board operators who select hold-downs will observe the days off of the hold-down run and relinquish any claim to their voted days off for the week of the hold-down. Runs available for extra board hold-down not selected on a weekly basis shall be assigned to the respective day or night rotating board. If an extra board operator is not able to be present at the time scheduled to vote a hold-down, he or she may leave choices on an "assignment choice form," in accordance with the form's instructions. If an extra board operator fails to vote or leave a choice which can be assigned, the operator will be passed by the division supervisor and will be on the extra board for the subsequent week.

SECTION 6

Run Guarantee

(a) The guaranteed time of a regular run and of a regularly scheduled piece of work to which an operator is assigned shall be paid if the operator is ordered relieved, sent to the garage ahead of scheduled time or the run or piece of work is canceled. If an

operator is taken off a run to perform other duties which do not call for as much time as a regular run or regularly scheduled piece of work, the operator shall be guaranteed the operator's run pay provided the operator has reported for and begun the run or regularly scheduled piece of work and the failure to complete it as scheduled is due to causes for which the operator is not responsible; and provided, the extra board has been exhausted and equivalent work has not been offered to the operator. If the work performed in such cases extends beyond the scheduled relief time and appropriate allowances of the regular run or regularly scheduled piece of work, the additional time shall be subject to the overtime provisions of this Agreement to the same extent as if the operator had worked the regular run or regularly scheduled piece of work.

(b) When any voted extra is ordered relieved, sent to the garage ahead of scheduled time or canceled, the operator operating such extra shall be paid for the time scheduled for the extra on that day.

SECTION 7 Rest Periods

(a) Operators will not be required to report for work after having worked ten (10) continuous hours or a thirteen (13) hour spread until they shall have had eight (8) continuous hours off duty, except in cases of emergency or unless an operator elects not to take the full eight (8) hours off duty. Rest periods for operators shall conform to prevailing state and/or federal regulations in effect at any given time. All regular runs with more than one (1) round trip shall have a scheduled recovery time equal to at least ten percent (10%) of the round trip running time for each round trip for purposes of schedule adherence and use of toilet facilities.

(b) The Union run board committee representative(s) shall present a maximum of five (5) routes to the scheduling staff for running time analysis at the run board committee meetings for the contractually scheduled run boards. Those routes will then be analyzed and any revisions will be part of the contractually scheduled run board.

SECTION 8 Sign-Up and Turn-In

(a) Operators shall be required to report to the official in charge fifteen (15) minutes before all scheduled pullouts for the purpose of signing the register, procuring necessary forms and completing the vehicle pre-trip inspection.

(b) For miscellaneous duties associated with sign-up and turn-in, an operator shall receive an additional payment for such time as the operator performs the work indicated as follows:

- (1) Straight runs: fifteen (15) minutes at regular straight-time hourly wage for a pullout.
- (2) Split runs: fifteen (15) minutes at regular straight-time hourly wage for the first (1st) pullout and fifteen (15) minutes at regular straight-time hourly

- wage for any subsequent pullout, if applicable.
- (3) Extras: fifteen (15) minutes at regular straight-time hourly wage for a pullout.

SECTION 9 Deadhead Cushion and Intervening Time

(a) Deadhead cushion (DHC) shall be paid at the regular hourly rate on the following basis:

- (1) Between Platte Division and Boulder Division forty (40) minutes.
- (2) Between East Metro Division and the Platte Division or a downtown Denver parking terminal twenty-five (25) minutes.

(b) Intervening time, where applicable, shall be paid for actual time for runs or any other piece of work subject to DHC.

(c) DHC transportation between facilities will be provided by the Employer; however, in the event no DHC transportation is provided, the employee will be paid for actual time.

(d) In the event the Longmont facility is reopened, the DHC rates referenced in the 2003 labor agreement shall apply.

SECTION 10 Reporting Time

(a) Operators who have worked a regular run and who are then required by the Employer to report in person at the garage for extra duty and not used, shall be paid from the time they report until relieved, with a minimum allowance of three (3) hours at regular rate of pay.

(b) Time allowances for operators who are required to report shall be as follows:

- (1) Actual time on report with a maximum of two (2) three-hour (3-hour) reports weekdays and one (1) five-hour (5-hour) report on a Saturday, Sunday and holiday. Operators who are released prior to completion of a report shall receive a minimum allowance of three (3) hours at regular rate of pay. Operators who complete a report or are released before completion of report and given another report time within one (1) hour of last release shall be paid for all intervening time between reports. If an operator on report requests and receives approval to leave work, the operator will be paid for elapsed time on report up to the time of approval.
- (2) Operators who receive a work assignment that commences before the three hours elapse shall be paid continuous report time from the beginning of report to commencement of assignment.
- (3) Operators who receive a work assignment that commences three (3) hours or more after commencement of report shall be paid for actual time on report with a minimum payment of three (3) hours.

(4) An operator who “passes” shall not be entitled to any report time allowance.

(c) The use of free report operators shall not be allowed until all available extra board operators have been contacted by the Employer.

SECTION 11 Minimum Guarantee Extra Operator

(a) Each operator on the extra board shall be guaranteed forty (40) pay hours per week (Sunday through Saturday), provided the operator reports and fills all assignments offered to the operator on the operator’s scheduled work days during the pay period. Eight (8) hours will be deducted from guaranteed time for each day the operator fails to report or fails to work.

(b) Work performed by an extra board operator on the employee’s regular days off shall not be considered in computing the minimum guarantee.

(c) Holiday pay will not be used in computing minimum guarantee if an extra board operator works the holiday.

(d) Holiday pay shall be used in computing the minimum guarantee if the employee does not work the holiday.

SECTION 12 Accident Reports

Operators will be allowed thirty (30) minutes at regular rate for making reports of an accident on the date it occurred. However, if the report is not complete, it shall be completed by the operator on the operator’s own time. Operators will be allowed twenty (20) minutes at regular rate for completing an incident report. The above payments will not be made if the accident reports or other reports or statements are dictated. In such cases, the reports or statements shall be read to the operator before the operator is required to sign them. Incident reports shall be turned in within twenty-four (24) hours of the end of the shift in which the incident occurred except when passengers are injured or authorities are summoned.

SECTION 13 Change

The Employer shall maintain a system whereby a bus operator will not be required to carry a change fund or to make change. The operator will complete any fare box reports required by the Employer.

SECTION 14

Irregular Service

(a) The Employer may provide irregular transit service in such less densely populated areas of the District and such types of service as may be agreed between the parties. Such agreements shall not be unreasonably withheld where and when regular transit lines would be inappropriate to serve residents of the District who are otherwise entitled to expect public transportation.

(b) Operators of irregular service will become members of the bargaining unit, as provided in Article I, Section 8 of this Agreement, except that Sections 12 through 16 of Article I and Articles III through VIII, shall not apply. Arrangements for the operation, maintenance and custody of vehicles used in the provision of irregular service in rural areas shall be defined in individual agreements between the parties to each area of such service. Operation and maintenance of vehicles used in the provision of irregular service in urbanized areas shall be handled in accordance with divisional run pick procedures and maintenance procedures specified in this Agreement.

(c) Priority in the selection of operators for irregular service shall be given to qualified members of the bargaining unit who volunteer for such service. These persons shall receive the wages specified in Article II, Section 10, group IV, in addition to any pension to which they may otherwise be entitled.

(d) Door-to-door service, dial-a-ride service, services for the elderly and disabled and other demand-response services may be operated by regular or irregular service operators of the District or other parties at the option of the Employer. The officials of the Union and appropriate representatives of the Employer will meet together regularly at mutually agreeable times to develop and foster a mutual understanding with respect to the operation of services stated in this paragraph. The Union will have the opportunity to make proposals that will be considered for retaining such services for regular or irregular service operators.

SECTION 15

Uniforms

(a) The uniform to be worn by bus operators shall be in accordance with specifications agreed upon by representatives of the Employer and representatives of the Union. Uniforms may be purchased from stores listed on the uniform purchase certificate.

(b) During the first year of employment, the Employer shall contribute three hundred seventy-five (\$375) to be applied toward the purchase of a uniform or approved grouping of garments comprising the uniform. Of that amount, one hundred twenty-five dollars (\$125) shall be provided during training and the balance on the employee's one year anniversary. Employees shall receive two hundred seventy-five dollars (\$275) in years two (2) through five (5). In subsequent years, operators shall receive two hundred

fifty dollars (\$250) every other year that shall be applied toward the purchase of approved uniforms. Such uniform allowance shall be valid for a period of one (1) year from the anniversary date.

(c) The Employer may elect to provide the employee with a new uniform comprised of three (3) trousers or skirts, three (3) shorts, five (5) shirts or blouses, two (2) ties and one (1) jacket or one (1) each of the sweaters in lieu of the payment of one (1) annual increment of the uniform allowance. If the Employer elects to exercise this option, the employee may have the option of wearing the old uniform or the new uniform for a period of two (2) years (no mixing of same).

(d) If the operator leaves the District prior to the operator's completion of probation, the uniform monies provided in the first weeks of training shall be recovered, to the extent possible, from the employee's final paycheck.

SECTION 16 Toilet Facilities

Adequate restroom facilities will be provided by the Employer consistent with the Employer's practice of providing sanitary facilities. Restroom facilities will be provided at RTD Transit Centers and Park-n-Rides where bus recoveries are scheduled, as part of new projects and future expansion of existing Park-n-Rides. The Employer will meet with Union representatives to review the adequacy of such facilities at the run board committee meeting scheduled approximately two weeks after implementation of each run board and otherwise as required.

SECTION 17 Transferring Vehicles

Buses shall be transferred from one division to another by qualified bargaining unit members if available. Employees will be paid a minimum of one (1) hour for transferring or trading vehicles.

SECTION 18 Travel Time

In addition to all other pay, travel time for making a relief or being relieved on the road away from the division shall be paid on a straight-time basis based on average mid-day off-peak running time between operating divisions and relief points. If two buses are required, travel time shall also be paid based on twenty-five percent (25%) of the average mid-day off-peak headway of the second bus.

SECTION 19
Baggage and Express

(a) A bus operator required to handle baggage and express in the normal course of the operator's run shall receive a sixty-seven cent (\$0.67) premium in addition to the regular straight-time hourly wage (based upon platform time, but not make-up time, intervening time, or deadhead cushion) for each day that baggage and express handling is required.

(b) An operator occasionally required to handle baggage but not in the normal course of the operator's run shall receive a twenty-seven cent (\$0.27) premium in addition to the regular straight-time hourly wage (based upon platform time, but not make-up time, intervening time or deadhead cushion) for each day that baggage handling is required. An operator required to handle express but not baggage in the course of the operator's run shall receive a forty cent (\$0.40) premium in addition to the regular straight-time hourly wage (based upon platform time, but not make-up time, intervening time or deadhead cushion) for each day that express handling is required. An operator who is required to handle baggage on the AA, AB, AF, AS, and AT routes shall receive a fifty cent per hour (\$0.50) premium in addition to the regular straight-time hourly wage (based upon platform time, but not make-up time, intervening time, or deadhead cushion) for each day that baggage handling is required.

SECTION 20
Part-Time Employees

Part-time bus operators of the District shall be covered by the provisions of this section.

(a) In addition to this section, part-time bus operators of the District shall be covered under the following sections of Article I, General Provisions: Management-Union Relations; Term of Agreement; Recognition and Bargaining Unit; Additional Agreements Between the Parties; Rights of Management; Affirmative Action/Equal Opportunity; Union Membership; Discipline; Grievances/Arbitration; Union Officers; Posting of Jobs/Employment; Probationary Employees; Qualifying Employees.

(b) The maximum number of part-time bus operators shall not exceed twenty-one percent (21%) of the number of full-time bus operators.

(c) Part-time bus operators shall not work more than thirty-(30) platform hours per week.

(d) Part-time bus operators shall be limited to working weekday (Monday through Friday) a.m. and/or p.m. peak hour trippers. Part-time bus operators may work weekend runs after -time operators have voted; however, only regular full-time operators may be assigned to the weekend extra board. A.M. and P.M. trippers may be combined into single work assignments for vote by part-time operators. Part-time operators holding single tripper assignments as of May 1, 1994, shall not be required to bid a combined tripper assignment.

(e) Weekday and/or weekend extras such as sporting events and concerts may be to part-time bus operators prior to assigning the work to full-time operators and such extras shall be excluded from the weekly maximum.

(f) Part-time work as posted by scheduling shall be voted by part-time system wide seniority. If a part-time operator is reassigned work during a vote, there shall be no loss of pay. All trippers not voted by part-time operators shall be assigned to the extra board.

(g) Part-time bus operators shall be paid according to the progression of full-time operator scale up to the twenty percent (20%) discount level. Upon conversion to full-time operator status, the operator shall resume progression with respect to wages.

(h) Part-time bus operators shall be granted free transportation on the routes of the Employer.

(i) Part-time bus operators shall not be eligible for pay guarantees or penalty pay provisions.

(j) Part-time bus operators shall not be eligible for paid leave or other fringe benefits applicable to full-time bus operators, except as specifically provided in this section.

(k) Part-time bus operators shall receive uniform allowances as provided in Article III, Section 17.

(l) Part-time bus operators shall not accrue full-time seniority. A part-time bus operator who applies for and is accepted for employment as a full-time bus operator shall, for all purposes, accrue seniority only from the date of his or her hire as a full-time bus operator. Part-time employees converting to full-time bus operator status shall advance by seniority amongst those determined by the Employer to be qualified.

(m) Part-time bus operators shall be covered by the Social Security Act, as amended, for so long as the same is applicable.

(n) All full-time bus operator positions will be filled from an integrated date-of-hire list of part-time bus operators and community based operators (utilizing the District's conversion procedure) based upon qualifications. However, former full-time bus operators with frozen seniority will continue to have priority for full-time bus operator positions before part-time bus operators or community based operators. Part-time bus operators and community based operators shall have an opportunity to be considered for other full-time bargaining unit positions after other qualified full-time employees and prior to external new hires. Employees from other occupational groups shall have the opportunity to bid into bus operator positions prior to external new hires. Employees seeking full-time operator positions must meet all qualifications as established by the District.

(o) Preference in the selection of part-time bus operators shall be given to qualified

community based operators before giving preference to qualified retired RTD bus operators.

(p) The Employer shall provide one hundred thousand dollars (\$100,000) felonious assault insurance for each part-time bus operator. Carrier selection shall be the responsibility of the Employer.

(q) No full-time bus operator shall be permitted to bid a part-time position.

(r) No full-time bus operator will be laid off while part-time bus operators are employed.

(s) Upon implementation of this Agreement, the District agrees to contribute two hundred fifty dollars (\$250) per month to the Health and Welfare Trust for part-time bus operators electing single coverage through the Health and Welfare Trust plan. Dependent coverage shall be paid by the employee.

(t) Six (6) hours holiday pay will be paid in addition to the employee's regular pay for holidays worked by part-time bus operators. In addition, part-time bus operators shall be paid six (6) hours for the following six (6) holidays: New Year's Day, Memorial Day, the Fourth of July, Thanksgiving, Labor Day, and Christmas.

SECTION 21

Passenger Agents

(a) Passenger Agents

- (1) All permanent shifts in these occupational groups shall be posted for bid. The assignment shall specify location, hours and days off. Voting shall commence one (1) week before the run board is voted with one (1) hour voting time allotted per person.
- (2) Passenger agents shall bid according to occupational group seniority.
- (3) All new positions or vacancies in these classifications shall be posted and awarded in accordance with Article I, Section 13, "Posting of Jobs/Promotion."
- (4) If a passenger agent position is abolished or changed one (1) hour or more from the established start time of the shift, the affected employee may exercise seniority to displace the junior employee in the classification.
- (5) When a temporary vacancy occurs in a passenger agent position, the following procedure will be adhered to in filling that vacancy. Vacancies of one (1) week, Sunday through Saturday or more, will be filled by extra board passenger agents. Vacancies of less than one week, Sunday through Saturday, will be filled according to the following procedure:
 - (i) Work shall be offered to the regular day off passenger agents, as appropriate, in seniority order and on a rotating basis at the division to which they are assigned.
 - (ii) If passenger agents are not available in (i) above, then work will be offered to on-duty passenger agents, as appropriate, at their division

- by doubling up or piecing shifts together.
- (iii) If work is not assigned in (i) or (ii) above, then the work will be assigned to the extra board passenger agents, as appropriate, according to the appropriate relief extra board at that division.
- (6) Passenger agents will be paid time and one-half (1 1/2) for all hours worked beyond a spread of ten and three-quarters (10 3/4) hours.
- (b) Extra Board Passenger Agents.
- (1) Subject to subsection (a)(5) above, passenger agent work shall be assigned to passenger agents, as appropriate, according to a revolving extra board. The employee at the top of the revolving extra board will be required to work any assignment(s) passed by the entire revolving extra board. No relief employee shall fill a temporary vacancy for longer than ninety (90) calendar days if there are other relief employees available.
 - (2) Operators who qualify for and are assigned to the position of extra board passenger agent will be required to fill the position for not less than ninety (90) calendar days; however, the Employer may retain an employee on the job until his or her successor is qualified for the position.
 - (3) Extra board passenger agents will be assigned from the Boulder Division or any other bargaining unit employee.
 - (4) All new positions or vacancies in these classifications shall be posted and awarded in accordance with Article I, Section 13, "Posting of Jobs/Promotions."

SECTION 22

Student Instruction Operators

- (a) All vacant instructor positions shall be posted for bid and final selections will be made by the Employer based upon factors including, but not limited to, qualifications, seniority, driving record, attendance, accident record and availability.
- (b) When authorized by the supervisor, time spent by instructors in familiarizing themselves on new routes, changes in old routes or work assignments shall be paid at their present rate.
- (c) All instructors shall vote vacations according to seniority on the same basis as the vote is presently conducted.
- (d) Full-time Operator Instructors. In addition to the maximum operator rate, full-time operator instructors shall receive a one dollar and sixty-five cents (\$1.65) per hour instruction premium for actual time (not less than eight (8) hours) spent training students. Such instruction shall include, but not be limited to, classroom, equipment, elderly and handicapped, mountain, fare structure, routes and schedules, defensive driving courses, retraining and ride checks for the purpose of improving and correcting operator skills. Ride check reports shall not be maintained in the employee's personnel file or serve as a basis for discipline; however, this shall not preclude the use of such reports in any proceeding under Article I, Section 10, "Grievances/Arbitration." All full-time operator instructors shall work one system vote per year (no less than two (2)

months).

(e) Non-Revenue Operator Instructors. When performing the duties of a full-time operator instructor, a non-revenue operator instructor shall be paid for actual time spent in the classroom in addition to a ninety-three cents (\$.93) per hour instruction premium for actual time spent training students. When performing the duties of a revenue operator instructor, a non-revenue operator instructor shall receive, in addition to the operator's regular pay, a ninety-three cents (\$.93) per hour instruction premium for platform time spent training students. All training, except revenue training, will be considered District-wide non-revenue training. Instructors will be rotated equally insofar as is practicable.

(f) Revenue Operator Instructors. In addition to regular run pay, revenue operator instructors shall receive a ninety-three cents (\$.93) per hour instruction premium for platform time spent training students. Revenue operator Instructors may perform the duties of a non-revenue operator instructor during initial bus operator training on an alternating one-for-one basis. Instructors shall be paid for actual time spent in the classroom in addition to a ninety-three cents (\$.93) per hour premium.

(g) All instructors must maintain an acceptable performance rating as determined by the District.

(h) Instructors who operate trippers that fall within their normal eight (8) hour assignment shall not receive additional pay except when such assignments exceed eight (8) hours and pursuant to the overtime provisions outlined under Article II, section 11.

SECTION 23 Community Based Operators

(a) Full-time community based operators (CBOs) shall be covered under the provisions of Article I, Article II and all of Article III, except Sections 18, 21, 22 and 23.

(b) Community based operators may be utilized only on any routes or operations currently subject to contracted service (i.e., privatized when this Agreement was executed), or on any other service for which the Union and Employer agree.

(c) Community Based Operators shall be paid the following rates:

1st 6 months	\$10.75
Next 6 months	\$11.50
Next 6 months	\$12.25
Next 6 months	\$13.00
Next 6 months	\$13.75
Thereafter	\$14.50

(d) Community based operators may apply for part-time or full-time bus operator openings prior to external recruitment. In the selection of part-time bus operators, the

Employer shall give preference to qualified CBOs before considering qualified retired RTD bus operators. Full-time bus operators shall be drawn from an integrated date-of-hire list of CBOs and part-time bus operators (utilizing the District's conversion procedure) based on qualification. However, full-time bus operators with frozen seniority will continue to have priority for full-time bus operator positions before community based operators or part-time bus operators. Community based operators and part-time bus operators shall have an opportunity to be considered for other full-time bargaining unit positions after other qualified full-time employees and prior to external new hires.

(e) For purposes of wage progression and other benefits, Community based operators who have applied for and been selected for a part-time or full-time bus operator position shall carry their current total length of employment time with them to the part-time or full-time bus operator position. Part-time or full-time bus operators who have applied for and been selected for community based operator positions shall be paid at the entry rate for the CBO position with subsequent wage progression pursuant to this section.

(f) No full-time bus operator or part-time bus operator will be laid off while community based operators are employed.

(g) CBOs shall not operate Light Rail vehicles.

(h) Newly employed CBOs not bidding from a part-time or full-time bus operator position will receive uniform allowance pursuant to Article III, Section 15 in the first year of employment, and subsequent uniform allowance as provided in Article III, Section 15.

(i) The Employer agrees to contribute to the Health and Welfare Trust for CBOs as set forth in Article II, Section 4, of this Agreement.

(j) CBOs may operate any equipment under forty (40) feet in length at the applicable CBO pay rate. CBOs who operate equipment forty (40) feet or longer shall be paid the full-time operator rate of pay equivalent to their length of service.

SECTION 24

Retirees

The intended purpose of this Section is to increase the number of RTD retirees in part-time service. Retirees represent a large pool of qualified operators that remains largely untapped. Retirees may provide a group of trained, experienced operators, possibly available on short notice, for supplemental operators to be used for trippers, special events, Rockies Ride, Bronco Ride, etc. Retirees may not want to work five (5) days per week or above the Social Security maximum compensation allowance.

(a) A flexible schedule will be available to retirees. A retiree's seniority date will be established as of the retiree's first day of work after returning from retirement. For bidding purposes, this seniority date will be merged with regular part-time operators.

(b) A retiree will qualify for the health benefits supplement if the retiree works at least

200 hours per run board. Hours may be accrued by the individual run board. Hours in excess of 200 per run board will be credited toward the retiree's annual qualification requirement of 600 hours annually. If the retiree reaches 600 hours annually, the retiree will qualify for medical benefits for all three run boards in the successive year, regardless of the run board in which the hours were worked. For purposes of definition, a year will start with the January run board and end with the completion of the September run board. Hours cannot be carried forward year to year. The medical benefits supplement will be paid one year in arrears after the 200-hour minimum is reached. For example, if a retiree works 200 hours each run board of the year, the retiree would receive benefits for the second and third run boards of that year and the first run board of the next year, whether or not the run board was worked. Although the hours are not carried forward, the earned benefit is carried forward. Reimbursement for medical benefits will be for the actual cost of the retiree's benefits, not to exceed the current monthly Health and Welfare Trust contribution by the District for part-time bus operators (presently \$250 per month).

(c) Part-time retirees may be put on leave of absence if they reach the Social Security maximum. They can return to work the following year with no harm.

(d) Attendance policy rules, call-in procedure and other rules and regulations specified by the Employer will be waived.

(e) The retiree part-time operator will not receive vacation, holiday pay, pay guarantees, pension or penalty pay. Retirees will be allowed to have time off with no penalty.

(f) Employment of retirees will be "at will" and either party may terminate the employment at any time.

(g) When figuring the part-time percentages in accordance with, Article III, Section 20(b), retirees will be excluded.

(h) Retirees will receive normal contractual increases.

(i) In a situation where the District is looking for operators on short notice, retirees not working will be given such work once all others have been given a chance to volunteer. Retirees will be used before mandating overtime.

(j) Working retirees will receive a uniform allowance.

(k) Retirees will be subject to RTD retraining policies after extended absences.

(l) Retiree operators will be subject to all regulatory requirements, including CDL, DOT, and FTA regulations.

ARTICLE IV MAINTENANCE

SECTION 1 Work Week

(a) The regular workday for employees of the maintenance divisions shall not exceed eight (8) hours actual working time, and the regular workweek of these employees shall not exceed forty (40) hours per week. The workweek for maintenance division employees shall be Sunday through Saturday. Each maintenance division employee will be entitled to two (2) consecutive days off within each workweek. Once the starting time of a work shift for maintenance division employees has been established, the Employer may change a shift a total of one (1) hour. If the start time for the shift is changed by more than one (1) hour or the shift's days off are moved, the Employer will post one (1) position in the affected occupational group and shift for re-bid. Each employee shall be entitled to two (2) paid fifteen (15) minute breaks and one (1) thirty (30) minute unpaid lunch. In addition, employees shall be entitled to one (1) ten (10) minute clean-up period.

(b) Employees will not be required to work overtime of more than two (2) hours without a meal relief.

(c) There will be a system-wide job pick in all maintenance divisions every two years. The Employer will post the bid procedure and job matrix in each division ten (10) days prior to the vote.

SECTION 2 Unit Work

(a) RTD Park-n-Rides, Bus Shelters and Transit Centers: Except when their public agencies or private entities agree to perform the work, bus shelter cleaning, trash removal, glass replacement, painting, striping, and bench, roof and wooden shelter repair will be performed by RTD employees.

(b) Maintenance work substantially covered by manufacturer's or construction warranties will be performed by the supplier or contractor while such warranties are in force and effect. Maintenance work requiring special tools and/or equipment not reasonably available to the Employer may be contracted out if the contract would not displace maintenance employees of the Employer.

(c) The Employer may temporarily subcontract as it deems necessary subject to the conditions outlined herein:

The Employer will notify the Union prior to letting of subcontracts and will fully inform the Union of the estimated scope and duration of the work. Following such notification, the Union may request and will be granted an informational meeting for further discussion of

the contract work. The Employer agrees that such subcontracting of work will be kept to a minimum as dictated by operating requirements. Subcontracting of work normally performed by union members will not be done if it results in any of the following: Any employee being laid off, involuntarily moved from his/her occupational group or classification, or required to work at a lower rate of pay. No subcontractor will be permitted to perform vehicle maintenance work on the Employer's properties except as provided in subsection (b) above or in reference to tires and radios.

- (d) Property maintenance work presently performed shall not be subcontracted.
- (e) Facilities maintenance personnel may be assigned on a temporary basis to facilities according to individual skills necessary or to meet operating requirements.
- (f) Testing of vehicles by quality control personnel may be performed at the discretion of the Employer, but limited to tests of two (2) hours or less.
- (g) Maintenance trainers may move a vehicle if such movement is limited to thirty (30) minutes or less and is for the purpose of an RTD training class.
- (h) The purchase of rebuilt components shall be in conformance with the side letter of agreement dated February 2006.

SECTION 3 Tools

(a) The Employer will furnish all required special tools. The Employer will provide each qualified revenue technician, group IV and IX employees a two hundred forty dollar (\$240) tool allowance during the first year of this agreement to replace broken or damaged tools. Custodians shall, for the term of this Agreement, be provided sixty dollars (\$60) that shall be utilized for the purchase of clothing. For each qualified electronic technician and employees in maintenance groups 1(a), 1(b), 1(c), 1(e) and group II, the first year tool allowance shall be three hundred forty dollars (\$340). The tool allowance for all eligible employees shall be issued in the form of a voucher. The tool allowance shall increase by ten dollars (\$10.00) in each successive year of the contract for all groups except custodians. A qualified employee shall be defined as an employee required to furnish his/her necessary tools in the performance of the employee's duties as defined by the Employer and who has been in the qualifying occupational group for over three (3) months. The allowance shall be paid during the pay period in which January 1st falls as follows:

- (1) Employees hired prior to March 30 of the previous year will be paid one hundred percent (100%) of the tool allowance.
- (2) Employees hired April 1 through June 30 of the previous year will be paid fifty percent (50%) of the tool allowance.
- (3) Employees hired July 1 through September 30 of the previous year will be paid twenty-five percent (25%) of the tool allowance.

(b) The employee is responsible for keeping his/her tools and tool boxes secured at all times. The Employer shall reimburse up to twenty thousand dollars (\$20,000) for all

tools and toolboxes owned by the employee that are stolen or damaged on RTD property at no fault of the employee/owner, if the following provisions are met:

- (1) The employee must report the theft or damage to the immediate supervisor.
- (2) The employee must complete the required RTD and law enforcement reports.
- (3) Stolen articles must have been listed on the employee's most recent tool inventory.
- (4) The employee has the responsibility of submitting an annual tool inventory list prepared on the employee's own time. In addition, the employee shall be responsible for updating the list as necessary on the employee's own time.
- (5) The tools and boxes must be put in an RTD secured and approved area after normal working hours of the employee.
- (6) Payments shall be made directly to the tool vendor. Arrangements will be made by the Employer for those payments based on the above criteria.

(c) The employee will have the necessary tools within sixty (60) calendar days of commencement of work in the new department or classification.

SECTION 4 Uniforms, Special Equipment, & Apparel

(a) Uniforms

All maintenance employees shall wear uniforms and other apparel as designated and furnished by the Employer. Mechanics, technicians, custodians, sign maintainers, and service persons will be assigned eleven (11) uniforms that the Employer will maintain on a regular basis. The number of uniforms assigned to other employees will be contingent upon the type of work being performed. Each employee will be provided with nametags that must be affixed to each uniform. The laundry service provided by the Employer will launder up to six (6) uniforms per week for each employee. MRS/SO and storeroom personnel shall be provided with five (5) uniforms and will be responsible for laundering the uniforms. Up to two (2) uniforms may be replaced annually on a one (1) for one (1) basis, if requested. Revenue technicians and treasury clerks will be provided uniforms and be replaced on an as needed basis.

(b) Special Equipment and Apparel

The Employer will furnish rubber aprons and gloves to service persons and other employees, as required, who work with batteries, diesel fuel and engine wash fluids. In addition, the Employer will furnish these employees with one (1) pair of boots as needed which will be exchanged on a pair for pair basis. The Employer will also initially furnish other special equipment and apparel.

(c) The employee to whom such uniforms, special equipment and apparel is issued, shall reimburse the Employer if the uniforms, special equipment or apparel are lost, and shall return them or reimburse the Employer for them when the employee leaves the service of the Employer or is transferred to another job not requiring them.

SECTION 5

Instruction

(a) Formalized on-the-job instruction in occupational group 1(b) unit shop will be done by unit shop master mechanics and/or unit shop technicians; in group IV facility maintenance by technicians and/or mechanics; in group VII by maintenance clerks; and in group IX by sign maintainers. Group V will be trained by group IV personnel as previously outlined.

(b) Formalized on-the-job instruction may consist of the following:

1. Classroom or prepared instructional material or
2. Hands-on instruction to the student or
3. Student's demonstrated acknowledgment of learned skills or
4. Follow-up assessment.

(c) In addition to the straight-time hourly rate of pay, instructors in the following occupational classifications shall receive an instruction premium for actual time authorized for training students in the formalized, on-the-job instruction program as outlined above:

1. Unit Shop Master Mechanic: \$1.05 per hour
2. Unit Shop Technician: \$1.05 per hour
3. Facility Maintenance Technician: \$1.05 per hour
4. Facility Maintenance Mechanic: \$.1.05 per hour
5. CRT Operator, \$1.05 per hour
6. Maintenance Clerk: \$1.05 per hour
7. Sign Maintainer: \$1.05 per hour
8. General Repair Mechanic: \$1.05 per hour

(d) On-the-job instruction will be provided by instructors after proper authorization from the appropriate manager.

(e) Instruction positions in Groups VI and VII will be posted for bid and final selection will be made by the Employer based upon factors including but not limited to qualifications, seniority, attendance, and availability.

SECTION 6

Snow Work

(a) Preference in the operation of RTD snow vehicles and salt spreaders will be given first to qualified employees in occupational groups IV and V(b) and then to other qualified employees in occupational groups I and II. Employees in occupational groups I and II who wish to work snow work may sign up the first week in September for the upcoming snow season (September through May). Occupational groups IV and V(b) employees will be assigned to snow work at RTD operating facilities, on streets and at RTD Park n Rides. In heavy snowstorms, it may be necessary to interchange the

assignment of snow work by occupational groups. Employees assigned during or subsequent to a snowstorm to work that is substantially different from their usual job designation and that is necessary to keep routes open and operating, will be paid an additional \$.25 per hour, plus overtime rates applicable to their regular occupation.

(b) An employee called for snow work between the hours of 8:00 p.m. and 4:00 a.m. shall be paid not less than four (4) hours at the employee's regular rate of pay. If called between 12:00 midnight and 4:00 a.m., the employee shall be paid travel time from the employee's home to the place where the employee is to report for duty. An employee called for snow work between the hours of 4:00 a.m., and 8:00 p.m., shall be paid for a minimum of three (3) hours.

(c) Snow work will be performed as follows:

- (1) By RTD employees at garage facilities;
- (2) (RTD may contract out park-n-Ride snow work after RTD Group IV and V(b) employees who normally perform such work have been assigned.

SECTION 7 Maintenance Division Reliefs

Following the completion of the probationary period, an employee will be assigned either to a specific shift with designated days off, or to a relief position with designated days off. Such relief position shall designate a "home position" by division and shift. The Employer may create permanent relief positions not to exceed ten percent (10%) of the total number of employees in the classification. Any classification having a regular contingent of more than five (5) employees but less than twenty-five (25) employees shall be entitled to two (2) relief positions.

A relief employee may be moved for less than sixty (60) calendar days at the discretion of the Employer. Following the completion of their fifty-nine (59) day assignment, relief employee(s) shall be returned to their "home position" location. In the event that realignment of relief employees is anticipated to equal or exceed sixty (60) calendar days, a restricted job pick of relief employees shall occur. Vacancies not filled during a vote shall be filled through assignment by inverse seniority order. Upon completion of any assignment involving such a move or realignment, employees shall be returned to their "home position" locations.

SECTION 8 Seasonal Employees

Seasonal employees of the District shall be covered by the provisions of this section:

(a) The Employer may hire seasonal employees to perform seasonal landscaping work.

(b) In addition to this section, seasonal employees shall be covered under the

following provisions of Article I, General Provisions: Management Union Relations; Term of Agreement; Recognition and Bargaining Unit; Additional Agreements between the Parties; Rights of Management; Affirmative Action/Equal Opportunity; Union Membership; Discipline; Grievances/Arbitration; Union Officers; Probationary Employees; Qualifying Employees.

(c) Seasonal employees shall:

- (1) Be paid at the entry-level wage rate for their classification;
- (2) Be provided an identification card for the employee only, for free transportation on the routes of the Employer;
- (3) Not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically provided in this section;
- (4) Not accrue seniority until they are accepted for full-time employment;
- (5) Be employed on a seasonal basis not to exceed six (6) months in duration unless a longer period of time is mutually agreed to by the parties;
- (6) Be paid for all time during which they are required by the Employer to perform any duties;
- (7) Not be eligible for time or pay guarantees or penalty pay provisions.

SECTION 9 Recertification

Certified mechanics who wish to participate in the recertification program must register with the training department. Mechanics will be paid an additional one dollar twenty-five cents (\$1.25) per hour above the certified mechanic rate if they fulfill the following criteria:

- (1) Employees must be completely certified in their respective certification program for at least one (1) year prior to applying for the recertification program. Employees need not be at top rate of pay to participate in the program. On or about the anniversary date, the Employer will designate one of the employee's zones in which the employee must recertify.
- (2) The employee must complete the class of the Employer's choosing. The class will be related to one (1) of the zones in which the employee is currently certified. The class(es) will be a minimum of twenty-four (24) hours in length or;
- (3) The employee may elect to take a test(s) in lieu of completing the class. In the event the employee fails the test, the employee may then be provided with an opportunity to take a class in the same zone.
- (4) Failure to successfully pass the test(s) or complete the class(es) as outlined above will prohibit the employee from applying for and receiving the recertification premium for a period of one year. No retest(s) or repeat class(es) will be given during the year.
- (5) In order to maintain the recertification, the employee must pass a test or complete a class in a different zone of the Employer's choosing within one (1) year of the prior recertification as a mechanic. An employee may be recertified in a previously recertified zone only after having recertified in all other zones in which they have been certified. Mechanics in occupational groups 1(a), 1(b),

- 1(c), 1(d), and 1(e) shall be eligible for the recertification premium.
- (6) Recertified employees who are awarded and transfer to another classification with a certification program shall be permitted to retain their respective wage rate for up to eighteen (18) months provided:
 - a. The employee actively participates in the new certification program.
 - b. The employee completes at least two (2) steps per year in the new program.
 - (7) Employees who are not certified but who are awarded and transfer to another classification with a certification program shall be permitted to retain their respective wage rate for up to eighteen (18) months provided:
 - a. The employee actively participates in the new certification program
 - b. The employee completes at least one (1) step per year in the new program.
 - (8) Transferred employees who fail to participate in the certification program outlined in six (6) and seven (7) above shall lose their respective pay rate commencing with the eighteen (18) month anniversary date of the transfer to the new classification. The employee's wage rate shall be reduced to the entry-level rate of that classification or equal to the number of steps (zones) completed by the employee; whichever is higher.

SECTION 10 Apprenticeship

Any apprenticeship program shall be negotiated between the Employer and the Union. The Employer and the Union agree to attempt in good faith to negotiate the terms of such a program.

ARTICLE V CLERICAL EMPLOYEES

SECTION 1 Workweek and Breaks

(a) **Workweek.** The workweek for clerical employees and information specialists shall be Sunday through Saturday, and shall consist of five (5) consecutive days of eight (8) hours actual work time. Operating conditions and scheduling problems may prevent consecutive days off for information specialists in all instances. In those circumstances, the Employer may assign up to two (2) information specialists on a split-days-off basis, with one (1) of the days off being a Sunday.

(b) **Breaks.** Each employee shall be allowed two (2) fifteen (15) minute rest periods, one (1) in the first (1st) half and one (1) in the second (2nd) half of each shift. Non-paid lunch hours may be of thirty (30) minutes or one (1) hour duration depending on the choice of the employee and operating requirements. Rest periods may not be possible because of business conditions; in such event, the Employer shall not incur a penalty.

(c) Once a work shift for a clerical employee has been established, the Employer may change a shift a total of one (1) hours. To the extent practicable and at the employee's request, the Employer may adjust the employee's shift one hour.

SECTION 2 Allowances

(a) Employees who are called back to work in advance of or after completing their regular day's work or work shifts shall be paid a minimum of three (3) hours at their regular rate of pay. Employees who are called in to work on their days off shall be paid a minimum of five (5) hours at their regular rate of pay.

(b) Minimum time allowance shall not apply when the extra time worked is continuous with the regular workday of the employee or the work shift that the employee has voted.

(c) Up to eight (8) hours will be allotted for the purpose of preparing schedule book and map changes. This will be a separate function not connected to operating the console.

SECTION 3 Posting for Assignment

(a) Telephone information specialist positions shall be posted for bid every three (3) months. Each posting shall include appropriate seniority lists, location, shift, days off and holidays. The matrix shall be posted seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) before the employees are required to vote. No voting shall be conducted on holidays, Saturdays or Sundays. The schedule shall be available to the Union five (5) days in advance of posting.

(b) Telephone information specialists shall select the shift of their choice or the relief position and holidays in accordance with their seniority.

(c) Under no circumstances will the number of split shifts exceed thirty-five percent (35%) of the total number of shifts.

(d) If a PBX operator position becomes vacant (location), filling such vacancy with an existing PBX operator shall be by seniority.

SECTION 4 Relief Telephone Information Center

(a) Following completion of the probationary period, a telephone information center employee will be assigned either to a specific shift with designated days off, or to a relief position with designated days off.

(b) The Employer may create permanent relief positions not to exceed twenty percent

(20%) of the total number of employees in the classification. Reliefs shall vote their work in seniority order. Voting of shift assignments shall occur not more than once per week. Vacancies not filled during a vote shall be filled by inverse seniority order.

(c) Vacancies created by sick leave, vacation, on-the-job injury or special projects of less than sixty (60) calendar days shall not be posted. Such vacancies will be filled at the discretion of the Employer. In those classifications where relief positions exist, such vacancies will be filled from the list of relief employees.

SECTION 5 Instruction

(a) All vacant workstation telephone instructor positions shall be posted for bid, and final selection will be made by the Employer based upon factors including but not limited to qualifications, seniority, attendance and availability.

(b) In addition to the straight time hourly rate of pay, workstation telephone instructors shall receive an instruction premium of seventy-nine cents (\$.79) per hour for actual time spent training students.

(c) Instruction premium shall only be paid for workstation on-the-job instruction upon authorization of the supervisor.

SECTION 6 Rest Periods

Schedules shall be designed to allow a minimum of eight (8) hours off duty between daily shifts, except in cases of emergency or unless an employee elects not to take the full eight (8) hours off duty.

ARTICLE VI SERVICE MONITORS

SECTION 1 Work Week and Breaks

(a) Workweek. The workweek for service monitors shall be Sunday through Saturday, and shall consist of five (5) days of eight (8) hours actual work time. Service Monitors shall receive two (2) consecutive days off except in unusual circumstances including, but not limited to, holidays.

(b) Breaks. Service monitors working stand or schedule adherence checks with a straight assignment of eight (8) hours or more will receive a lunch break of thirty (30) minutes without pay. Employees shall receive one (1) fifteen (15) minute break in the

first (1st) half of a shift and one (1) fifteen (15) minute break in the second (2nd) half of a shift.

SECTION 2 Allowances

(a) Employees will receive two (2) hours per run board at their straight-time hourly rate for updating necessary materials if required by the Employer.

(b) Employees shall be expected to report to their scheduled work assignments twenty (20) minutes before scheduled pullout and shall be paid twenty (20) minutes at regular straight-time hourly rate.

(c) An employee shall be required to report to the place of the scheduled work assignment ten (10) minutes before scheduled route or terminal connection and shall be paid ten (10) minutes at regular straight-time hourly rate. An employee shall be required to report ten (10) minutes prior to the scheduled arrival of the first bus when performing a schedule adherence check and shall be paid ten (10) minutes at the regular straight-time hourly rate.

(d) Round trip mileage will be paid, at the established Employer rate based on the distance from the Blake Street office to the work assignment, and shall be paid every two (2) weeks.

(e) If an employee is required to pick up a work assignment on the employee's day off, the employee shall receive a minimum of two (2) hours pay at the employee's straight-time hourly rate plus mileage to and from the pick-up location.

(f) Upon ratification, service monitors will receive three hundred fifty dollars (\$300) for each month of employment in the service monitoring department while using a personal vehicle in the performance of the employee's assigned duties. The allowance shall be increased to three hundred fifty dollars (\$350) in the second year of this agreement.

(g) Overtime at the rate of time and one-half (1 1/2) shall be paid service monitors for platform work performed beyond a spread of eleven (11) hours from the time of the first assignment.

(h) Service monitors may not work more than three way splits.

SECTION 3 Assignment of Work

(a) Employees will vote their days off according to seniority on a monthly basis and shall indicate their preference of shifts for that month at the same time as voting days off.

(b) Employees will receive weekly schedules that shall be available the Wednesday prior to implementation.

(c) Holiday work: The Employer will determine the number of employees required to work holidays. Two weeks prior to a holiday, the Employer will post a list for employees who are regularly scheduled to work on the day of the holiday. Employees may, by signing the list, indicate if they wish to volunteer to work on the holiday. The Employer will select, by seniority, from this volunteer list the number of employees required to fill the shifts. If an insufficient number of employees volunteer, the employees with the least seniority by shift, location and occupational classification shall be required to work.

(d) Work assignments and days off shall be posted on a weekly basis for all employees.

SECTION 4 Instructors

(a) All vacant instructor positions shall be posted for bid. Final selection will be made by the Employer based upon factors including but not limited to qualifications, seniority, attendance and availability.

(b) When authorized by the supervisor, time spent by instructors in familiarizing themselves on new routes or work, or changes in old routes or work shall be paid at the employee's present rate of pay.

(c) In addition to the employee's straight-time hourly rate, instructors shall receive an instruction premium of fifty-two cents (\$.52) per hour for actual time spent training students.

(d) Instruction premium shall only be paid for formalized on-the-job instruction as defined in Article IV, Section 6 and upon authorization of the supervisor.

SECTION 5 Rest Periods

Schedules shall be designed to allow a minimum of eight (8) hours off between shifts.

ARTICLE VII LIGHT RAIL OPERATIONS

SECTION 1 Light Rail Provisions

(a) Light Rail Personnel shall be covered by the provisions of Article I except as modified herein.

(b) The provisions of Article I, Section 13, "Posting of Jobs/Promotions" shall be

applicable except as specifically modified. Bus system employees bidding to Light Rail shall do so using their present occupational group seniority. Lateral bids will be considered as follows:

Light Rail	Bus Operations
Group I LRV operator	Group I operators
Group I LRV maintenance	Group I maintenance
Electro mechanic	Groups I (a)(b)(c)(e)
General repair mechanic	Groups I (a)(b)(c)(e)
Group III service worker (Rail)	Group III vehicle service & cleaning
Group VI materials handling parts clerk	Group VI materials handling
Body shop mechanic	Group II body shop mechanic

*Bidding preference shall be given to the subgroups as shown prior to consideration of other Bus Operations group I maintenance employees.

If no or insufficient employees are selected through the lateral bids, subsequent selection will be based on Article I, Section 13(a). Effective March 1, 2010, all employees bidding to and from light rail shall bid in accordance with the provisions outlined in article I and no lateral bidding as outlined above shall be permitted. Employees in light rail as of February 28, 2010 shall be grandfathered.

An employee failing to complete the qualifying period will not be allowed to bid back into Light Rail Operations for a period of one (1) year following the date of disqualification. An employee bidding into Light Rail must remain in the Light Rail Operations department for a minimum of one (1) year.

(c) Employees who have bid into Light Rail Operations prior to March 1, 1997, shall be grandfathered with respect to seniority.

(d) Light Rail operators and maintenance employees shall satisfactorily complete RTD'S training/certification program and must pass all recertification examinations as required. Failure to successfully complete either of the above will result in the employee being transferred to Bus Operations provided 1) an opening exists; 2) the employee can pass any requisite tests; and 3) the employee has an acceptable disciplinary record equal to the qualifications necessary to have been eligible to bid to their current position. Prior to being returned to Bus Operations, an employee who failed to recertify shall be given the opportunity to re-test within ten (10) calendar days from the date the employee is notified that the employee failed the initial examination. An employee so disqualified will be ineligible to apply for any Light Rail positions for a period of one (1) year.

(e) An employee returning to the Bus System from the Light Rail System shall return to the pay scale for the employee's occupational group based on time spent in either Bus or Light Rail, except in maintenance groups I, II, IV, and VI where steps or competency tests are required as outlined in Article II, Section 10. Such employees shall return to their previous pay rate until further qualified.

(f) An employee in a classification set forth in subsection “b” above who is bidding to a Light Rail position will be permitted to move laterally with respect to the employee’s current wage rate. The employee shall retain the employee’s current wage rate or the next higher rate in the wage scale, whichever is greater, and progress thereafter until reaching the top rate of pay. In classifications where certification is required, the employee will progress according to the wage rate progression scale to the step immediately below the certified rate. Upon successful completion of the certification program, the employee shall be awarded the certified pay rate.

(g) The parties agree that any new Light Rail jobs comparable to current union positions shall belong to the union.

SECTION 2 Light Rail Operators

(a) A “B” board of qualified, temporary Light Rail operators shall be comprised of bus operators. The quality of bus operators to be included on the “B” board shall be determined by the Employer. Any temporary transfers to Light Rail Operations shall be for a minimum of two weeks and a maximum of sixty (60) calendar days. Bus operators may hold their position on the “B” board for Light Rail Operations by maintaining “certification” as a qualified Light Rail operator and satisfactorily completing all required recertification exams. Any work in Light Rail for “B” board operators shall be rotated among qualified operators. Any full-time openings in Light Rail will first be offered to “B” board operators and awarded by seniority.

(b) Any “B” board employee who has reported to work and whose regular assignment is interrupted to report to Light Rail shall be paid 30 minutes travel time at the employee’s straight-time hourly rate. Subsequent assignment in the same period to Light Rail shall exclude travel pay.

(c) Light Rail operators with one (1) or more years of service shall be eligible for a twenty-five cent (\$.25) recertification premium provided they meet the criteria as announced by the Employer.

SECTION 3 Workweek

(a) The normal workweek of regular operators shall consist of five (5) consecutive days, except as otherwise provided in this section, with a minimum of eight (8) hours per day, including allowances for deadhead cushion and intervening time.

(b) Days off shall be scheduled uniformly insofar as possible and shall be voted on by classifications as follows: day runs, split runs, matinee runs, night runs and owl runs. It is recognized that operating conditions and scheduling problems will prevent consecutive days off in all instances. However, it is understood that every effort will be made by the Employer to schedule the maximum number of consecutive days off, and it

is agreed that under no circumstances will the Employer schedule more than seven percent (7%) of the days off on a split-days-off basis. When days off are scheduled on a split-days-off basis, one of the days off shall be scheduled on Sunday. Seniority shall prevail when voting days off, and employees shall be limited to voting in the days off classifications identified in this paragraph.

(c) The regular workweek for extra-board operators shall not exceed five (5) days per week. It is recognized that the working conditions of extra board employees are affected by extraordinary situations and conditions which can and do arise and which are not within the control of the Employer. Insofar as practicable, the Employer will endeavor to maintain at all times an adequate extra board list in order to avoid the necessity of working extra board employees in excess of their regular work week. The Employer will also use its best efforts to avoid the necessity of working extra board employees in excess of nine and one-half (9 1/2) hours actual platform time per day. Insofar as practicable, none of the daily assignments of extra board work shall have a greater spread than twelve (12) consecutive hours.

SECTION 4 Regular Runs

(a) A regular run is a scheduled piece or combination of work having seven (7) or more platform hours per day and shall pay a minimum of eight (8) hours per day, including allowances for deadhead cushion, sign-up, and intervening time.

(b) Regular runs shall be classified as follows:

- (1) Straight day runs going to work before 9:30 a.m.
- (2) Matinee runs going to work between 9:30 a.m. and 12:30 p.m.
- (3) Straight night runs going to work after 12:30 p.m.
- (4) Owl runs going to work after 8:30 p.m.
- (5) Two-way split runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, deadhead cushion, and intervening time.
- (6) Three-way splits runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, deadhead cushion and intervening time, with the shorter of two (2) breaks being paid as intervening time at straight time rate.

(c) The minimum number of straight weekday runs shall be not less than fifty-five percent (55%) and sixty-five percent (65%) on weekend runs of the total runs. A greater or lesser percentage may be mutually agreed upon between the Employer and the Union.

(d) Regular runs shall be so scheduled as to make the daily hours as uniform as is practicable.

(e) No run or line shall be run by the controller in excess of three and one-half (3 1/2)

hours.

SECTION 5 System Votes

(a) There shall be a system vote by all operators effective: (1) the first pay period in January; (2) the first pay period in May; (3) the first Sunday in September; (4) whenever a division is closed; (5) whenever a division is opened; (6) whenever all runs on a local route are transferred from one division to another and (7) whenever routes are inaugurated or abolished. Vote date implementation may be moved by two (2) weeks in order to maximize efficiency. New runs and/or routes added between run boards will be run as trippers and voted at the next run vote.

(b) Regular runs shall be voted in accordance with the prevailing seniority board.

(c) New run boards and a copy of all schedules shall be posted seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) before operators are required to vote. Completed information relative to pay time and overtime on each run and train cards will be available for operators' review. No voting shall be conducted on holidays, Saturdays or Sundays. The voting procedure shall be as follows:

- (1) Operators shall select the run of their choice or the extra-board, days off and holidays in accordance with seniority standing.
- (2) Voting will be conducted from 8:00 a.m. to 8:00 p.m.
- (3) Fifteen (15) days prior to commencement of the vote, an appropriate seniority list will be posted indicating operator's name, seniority number, voting seniority date, date and time designated to vote, time allocated to vote on that date, and a designation for the operator to indicate route, run, and days off and division voted. Operators will be permitted five (5) minutes to vote with a ten (10) minute make-up period during each hour of scheduled voting.
- (4) On the date and time an operator is scheduled to vote, he or she may be present in advance of the time designated to review the run board. An employee will vote within prescribed time limits unless the vote is delayed by the division supervisor. The operator must give the division supervisor the operator's selected run at or before the designated voting time. If an operator is unable to be present at the time designated to vote, the operator must leave a minimum of five (5) choices with the division supervisor on an "assignment choice form" in accordance with the instructions thereon. If an employee is working and has left choices which are not available, the division supervisor will contact the employee to determine choices and, upon the employee's request, will arrange to have the employee review the run board at the earliest possible time. If an employee is not working and has left choices which are not available, the division supervisor will make a reasonable effort to contact such employee to determine choices, provided scheduled vote time requirements are met. The division manager or assistant division manager shall make a run selection for an employee who fails to be available at the scheduled time to vote who is not working, or for an employee who is working and has not left choices based upon:
 - (1) The run most similar to the employee's run choices submitted;

- (2) The employee's present run;
- (3) The run most similar to the employee's present run;
- (4) (4)The run in the nearest operating division similar to the run choices submitted;
- (5) The run in the nearest operating division similar to the employee's present run;
- (6) The extra board at the employee's present division;
- (7) The extra board in the nearest operating division.

(d) Run boards, seniority lists, run assignment sheets, headway sheets, run board comparison lists, relief points, train cards, run pay and schedules shall be made available to the run board committee of the Union five (5) days in advance of their posting.

(e) No operator shall be passed on a vote unless the Employer and the Union have mutually agreed in advance of the vote. If an operator passed at the time of the vote returns to work during the vote period, the operator shall assume the operator's normal rotation position on the extra board and work the extra board during the duration of the vote.

(f) The run board committee of the Union and appropriate representatives of the Employer will meet together regularly at mutually agreeable times to develop and foster a mutual understanding with respect to run boards, worksheets and schedules. Approximately one week before each run board, the Employer will post at each division information for each run or tripper showing sign-up time, travel time, on-duty driving time, on-duty non-driving time, platform time and pay time.

(g) In the event it becomes necessary to redistribute a limited number of operators between divisions, a list shall be posted soliciting volunteers from the extra-board. In the event a sufficient number of volunteers are not secured, a maximum of seven (7) operators per vote shall be moved based on inverse seniority from the extra-board. Only volunteers will be solicited in the event it becomes necessary to move operators between the day and night boards at a given division.

SECTION 6

Extras

(a) All work assigned to operators that is not designated as regular runs when the board is posted will be classified as extras and assigned to operators on the extra board or assigned to part-time operators.

(b) A regular or extra board operator who has completed the operator's regular assignment shall only be required to run extra trips or do extra work in cases of emergency or when there is no extra board operator available, but when so required to do extra work, such work shall be divided as nearly equally from day to day as is possible.

- (c) All extras shall be subject to change at any time without requiring a new vote.
- (d) Extras worked by operators in addition to a regular run shall be paid at the overtime rate with a minimum time allowance equal to three (3) hours straight time.
- (e) A copy of the previous day's extra-board shall be posted with changes of assignments along with the present day's extra -board. All regular operators used will be listed with work assigned. Upon request, daily adjustment sheets, extra board assignment sheets, day extra board sheets, night extra board sheets and DOT service and driving hours compliance records shall be furnished to the designated Union official at each division.
- (f) Operators will not be assigned work in any other department except on a voluntary basis.
- (g) The Employer shall determine the number of trippers that shall be biddable and the order in which the trippers shall be bid with runs insofar as practicable and in conformance with state and/or federal regulations.

SECTION 7 Extra Boards

- (a) The Extra Board shall be divided into a day board commencing at 12:01 a.m. and a night board commencing at 12:00 noon. The day board shall consist of day runs, splits, matinees, p.m. and a.m. extras. The night board shall include night runs, matinees, owl runs, a.m. and p.m. extras. Employees shall choose, according to seniority, either the day board or the night board and shall vote their days off at the time the board is voted. The Employer shall establish the number of operators on each board and the number of operators who may be off each day. The extra board procedures shall be amended by the parties as deemed necessary. Any subsequent changes to these procedures will be subject to negotiations with the Union.
- (b) The extra-board shall be rotated based on the operator with the most available DOT service hours being placed at the top of the board.
- (c) Before assigning sixth and/or seventh day work to extra board operators, the Employer shall notify extra board operators who are qualified for the work prior to the start of the work assignment. Regular day off overtime shall be distributed amongst all extra board operators based on available dot hours.
- (d) The number of employees allowed to vote the extra board will be determined by the Employer. Employees on prolonged leaves of absence will not be considered active employees. Voting on the extra-board is according to seniority and when the extra board has been filled, employees who have not yet voted must vote for those runs remaining open. The extra board is not a preferred board and employees who vote the extra board will work the extra board with all its ramifications and must accept all work

usually assigned to extra board employees.

(e) All operating groups will maintain a hold-down board at each division. After the vote is completed, all open runs will be made available on a weekly basis for voting by extra board operators. The Union agrees to hold the District harmless in the event that the hold-down board is unavailable the first week of the vote. Work available on a weekly (Sunday through Saturday) basis for hold-downs will be posted for voting by extra board operators on a seniority basis from noon Wednesday until noon Friday. Open runs resulting from a vacation, leave of absence, or separation from employment will be included on the hold-down vote provided the regular employee is not expected to return to work before the hold-down period is completed. Extra board operators who pass on hold-down work will become part of the rotating extra board for that weekly period and retain their voted days off. Extra board operators who select hold-downs will observe the days off of the hold-down run and relinquish any claim to their voted days off for the week of the hold-down. Runs available for extra board hold-down not selected on a weekly basis shall be assigned to the respective day or night rotating board. If an extra board operator is not able to be present at the time scheduled to vote a hold-down, he or she may leave choices on an "assignment choice form," in accordance with the form's instructions. If an extra board operator fails to vote or leave a choice which can be assigned, the operator will be passed by the division supervisor and will be on the extra board for the subsequent week.

SECTION 8 Run Guarantee

(a) The guaranteed time of a regular run and of a regularly scheduled piece of work to which an operator is assigned shall be paid if the operator is ordered relieved, sent to the garage ahead of scheduled time or the run or piece of work is canceled. If an operator is taken off a run to perform other duties which do not call for as much time as a regular run or regularly scheduled piece of work, the operator shall be guaranteed the operator's run pay provided the operator has reported for and begun the run or regularly scheduled piece of work and the failure to complete it as scheduled is due to causes for which the operator is not responsible; and provided, the extra board has been exhausted and equivalent work has not been offered to the operator. If the work performed in such cases extends beyond the scheduled relief time and appropriate allowances of the regular run or regularly scheduled piece of work, the additional time shall be subject to the overtime provisions of this Agreement to the same extent as if the operator had worked the regular run or regularly scheduled piece of work.

(b) When any voted extra is ordered relieved, sent to the garage ahead of scheduled time or canceled, the operator operating such extra shall be paid for the time scheduled for the extra on that day.

SECTION 9 Rest Periods

(a) Operators will not be required to report for work after having worked ten (10) continuous hours or a thirteen (13) hour spread until they shall have had eight (8) continuous hours off duty, except in cases of emergency or unless an operator elects not to take the full eight (8) hours off duty. Rest periods for operators shall conform to prevailing state and/or federal regulations in effect at any given time. All regular runs with more than one (1) round trip shall have a scheduled recovery time equal to at least ten percent (10%) of the round trip running time for each round trip for purposes of schedule adherence and use of toilet facilities.

(b) The Union run board committee representative(s) shall present a maximum of five (5) routes to the scheduling staff for running time analysis at the run board committee meetings for the contractually scheduled run boards. Those routes will then be analyzed and any revisions will be part of the contractually scheduled run board.

SECTION 10 Sign-Up and Turn-In

(a) Light Rail operators who operate single cars shall be required to report to the official in charge fifteen (15) minutes before all scheduled pullouts for the purpose of signing the register, procuring necessary forms and completing the vehicle pre-trip inspection.

(b) Light Rail operators who operate multiple car consists cars shall be required to report to the official in charge thirty (30) minutes before all scheduled pullouts for the purpose of signing the register, procuring necessary forms and completing the vehicle pre-trip inspection.

(c) Split runs: Light Rail operators shall be fifteen (15) minutes at regular straight-time hourly wage for each single car pullout or thirty (30) minutes for each multiple car pullout.

SECTION 11 Deadhead Cushion and Intervening Time

(a) Deadhead cushion (DHC) shall be paid at the regular hourly rate on the following basis:

(b) Intervening time, where applicable, shall be paid for actual time for runs or any other piece of work subject to DHC.

(c) DHC transportation between facilities will be provided by the Employer; however, in the event no DHC transportation is provided, the employee will be paid for actual time.

SECTION 12 Reporting Time

- (a) Operators who have worked a regular run and who are then required by the Employer to report in person at the garage for extra duty and not used, shall be paid from the time they report until relieved, with a minimum allowance of three (3) hours at regular rate of pay.
- (b) Time allowances for operators who are required to report shall be as follows:
 - (1) Actual time on report with a maximum of two (2) three-hour (3-hour) reports weekdays and one (1) five-hour (5-hour) report on a Saturday, Sunday and holiday. Operators who are released prior to completion of a report shall receive a minimum allowance of three (3) hours at regular rate of pay. Operators who complete a report or are released before completion of report and given another report time within one (1) hour of last release shall be paid for all intervening time between reports. If an operator on report requests and receives approval to leave work, the operator will be paid for elapsed time on report up to the time of approval.
 - (2) Operators who receive a work assignment that commences before the three hours elapse shall be paid continuous report time from the beginning of report to commencement of assignment.
 - (3) Operators who receive a work assignment that commences three (3) hours or more after commencement of report shall be paid for actual time on report with a minimum payment of three (3) hours.
 - (4) An operator who "passes" shall not be entitled to any report time allowance.
- (c) The use of free report operators shall not be allowed until all available extra board operators have been contacted by the Employer.

SECTION 13
Minimum Guarantee Extra Operator

- (a) Each operator on the extra board shall be guaranteed forty (40) pay hours per week (Sunday through Saturday), provided the operator reports and fills all assignments offered to the operator on the operator's scheduled work days during the pay period. Eight (8) hours will be deducted from guaranteed time for each day the operator fails to report or fails to work.
- (b) Work performed by an extra board operator on the employee's regular days off shall not be considered in computing the minimum guarantee.
- (c) Holiday pay will not be used in computing minimum guarantee if an extra board operator works the holiday.
- (d) Holiday pay shall be used in computing the minimum guarantee if the employee does not work the holiday.

SECTION 14
Accident Reports

Operators will be allowed thirty (30) minutes at regular rate for making reports of an accident on the date it occurred. However, if the report is not complete, it shall be completed by the operator on the operator's own time. Operators will be allowed twenty (20) minutes at regular rate for completing an incident report. The above payments will not be made if the accident reports or other reports or statements are dictated. In such cases, the reports or statements shall be read to the operator before the operator is required to sign them. Incident reports shall be turned in within twenty-four (24) hours of the end of the shift in which the incident occurred except when passengers are injured or authorities are summoned.

SECTION 15 Change

The Employer shall maintain a system whereby an operator will not be required to carry a change fund or to make change. The operator will complete any fare box reports required by the Employer.

SECTION 16 Uniforms

(a) The uniform to be worn by light rail operators shall be in accordance with specifications agreed upon by representatives of the Employer and representatives of the Union. Uniforms may be purchased from stores listed on the uniform purchase certificate.

(b) During the first year of employment, the Employer shall contribute three hundred seventy-five (\$375) to be applied toward the purchase of a uniform or approved grouping of garments comprising the uniform. Of that amount, one hundred twenty-five dollars (\$125) shall be provide during training and the balance on the employee's one year anniversary. Employees shall receive two hundred seventy-five dollars (\$275) in years two (2) through five (5). In subsequent years, operators shall receive two hundred fifty dollars (\$250) every other year that shall be applied toward the purchase of approved uniforms. Such uniform allowance shall be valid for a period of one (1) year from the anniversary date.

(c) The Employer may elect to provide the employee with a new uniform comprised of three (3) trousers or skirts, three (3) shorts, five (5) shirts or blouses, two (2) ties and one (1) jacket or one (1) each of the sweaters in lieu of the payment of one (1) annual increment of the uniform allowance. If the Employer elects to exercise this option, the employee may have the option of wearing the old uniform or the new uniform for a period of two (2) years (no mixing of same).

(d) If the operator leaves the District prior to the operator's completion of probation, the uniform monies provided in the first weeks of training shall be recovered, to the extent possible, from the employee's final paycheck.

SECTION 17
Toilet Facilities

Adequate restroom facilities will be provided by the Employer consistent with the Employer's practice of providing sanitary facilities. Restroom facilities will be provided at RTD Transit Centers and Park-n-Rides where Light Rail recoveries are scheduled, as part of new projects and future expansion of existing Park-n-Rides. The Employer will meet with Union representatives to review the adequacy of such facilities at the run board committee meeting scheduled approximately two weeks after implementation of each run board and otherwise as required.

SECTION 18
Transferring Vehicles

Vehicles shall be transferred from one division to another by qualified bargaining unit members if available. Employees will be paid a minimum of one (1) hour for transferring or trading vehicles.

SECTION 19
Travel Time

In addition to all other pay, travel time for making a relief or being relieved on the road away from the division shall be paid on a straight-time basis based on average mid-day off-peak running time between operating divisions and relief points. If two vehicles are required, travel time shall also be paid based on twenty-five percent (25%) of the average mid-day off-peak headway of the second vehicle.

SECTION 20
Part-Time Employees

Part-time operators of the District shall be covered by the provisions of this section.

(a) In addition to this section, part-time operators of the District shall be covered under the following sections of Article I, General Provisions: Management-Union Relations; Term of Agreement; Recognition and Bargaining Unit; Additional Agreements Between the Parties; Rights of Management; Affirmative Action/Equal Opportunity; Union Membership; Discipline; Grievances/Arbitration; Union Officers; Posting of Jobs/Employment; Probationary Employees; Qualifying Employees.

(b) The maximum number of part-time operators shall not exceed twenty-one percent (21%) of the number of full-time operators.

(c) Part-time operators shall not work more than thirty-(30) platform hours per week.

(d) Part-time operators shall be limited to working weekday (Monday through

Friday) a.m. and/or p.m. peak hour trippers. Part-time operators may work weekend runs after full-time operators have voted; however, only regular full-time operators may be assigned to the weekend extra board. A.M. and P.M. trippers may be combined into single work assignments for vote by part-time operators.

(e) Weekday and/or weekend extras such as sporting events and concerts may be assigned to part-time operators and such extras shall be excluded from the weekly maximum.

(f) Part-time work as posted by scheduling shall be voted by part-time system wide seniority. If a part-time operator is reassigned work during a vote, there shall be no loss of pay. All trippers not voted by part-time operators shall be assigned to the extra board.

(g) Part-time operators shall be paid according to the progression of full-time operator scale up to the twenty percent (20%) discount level. Upon conversion to full-time operator status, the operator shall resume progression with respect to wages.

(h) Part-time operators shall be granted free transportation on the routes of the Employer.

(i) Part-time operators shall not be eligible for pay guarantees or penalty pay provisions.

(j) Part-time operators shall not be eligible for paid leave or other fringe benefits applicable to full-time operators, except as specifically provided in this section.

(k) Part-time operators shall receive uniform allowances as provided in Section 16.

(l) Part-time operators shall not accrue full-time seniority. A part-time operator who applies for and is accepted for employment as a full-time operator shall, for all purposes, accrue seniority only from the date of his or her hire as a full-time operator. Part-time employees converting to full-time operator status shall advance by seniority amongst those determined by the Employer to be qualified.

(m) Part-time operators shall be covered by the Social Security Act, as amended, for so long as the same is applicable.

(n) All full-time operator positions will be filled from an integrated date-of-hire list of part-time operators and community based operators (utilizing the District's conversion procedure) based upon qualifications. However, former full-time operators with frozen seniority will continue to have priority for full-time operator positions before part-time operators. Part-time operators shall have an opportunity to be considered for other full-time bargaining unit positions after other qualified full-time employees and prior to external new hires. Employees from other occupational groups shall have the opportunity to bid into operator positions prior to external new hires. Employees seeking full-time operator positions must meet all qualifications as established by the District.

(o) Preference in the selection of part-time operators shall be given to qualified

community based operators before giving preference to qualified retired RTD operators.

(p) The Employer shall provide one hundred thousand dollars (\$100,000) felonious assault insurance for each part-time operator. Carrier selection shall be the responsibility of the Employer.

(q) No full-time operator shall be permitted to bid a part-time position.

(r) No full-time operator will be laid off while part-time operators are employed.

(s) Upon implementation of this Agreement, the District agrees to contribute two hundred fifty dollars (\$250) per month to the Health and Welfare Trust for part-time operators electing single coverage through the Health and Welfare Trust plan. Dependent coverage shall be paid by the employee.

(t) Six (6) hours holiday pay will be paid in addition to the employee's regular pay for holidays worked by part-time bus operators. In addition, part-time operators shall be paid six (6) hours for the following six(6) holidays: New Year's Day, Memorial Day, the Fourth of July, Thanksgiving, Labor Day, and Christmas.

SECTION 21

Student Instruction Operators

(a) All vacant instructor positions shall be posted for bid and final selections will be made by the Employer based upon factors including, but not limited to, qualifications, seniority, driving record, attendance, accident record and availability.

(b) Revenue Operator Instructors. In addition to regular run pay, revenue operator instructors shall receive a ninety-three cents (\$.93) per hour instruction premium for platform time spent training students.

(c) All instructors must maintain an acceptable performance rating as determined by the District.

(d) Instructors who operate trippers that fall within their normal eight (8) hour assignment shall not receive additional pay except when such assignments exceed eight (8) hours and pursuant to the overtime provisions outlined under Article II, section 11.

(e) Student Instruction: This provision shall only be used at the discretion of the Employer and does not imply that instruction must be given by union employees. Revenue instruction shall be performed by qualified Light Rail operators.

SECTION 22

Retirees

The intended purpose of this Section is to increase the number of RTD retirees in part-time service. Retirees represent a large pool of qualified operators that remains largely untapped. Retirees may provide a group of trained, experienced operators, possibly available on short notice, for supplemental operators to be used for trippers and special events. Retirees may not want to work five (5) days per week or above the Social Security maximum compensation allowance.

(a) A flexible schedule will be available to retirees. A retiree's seniority date will be established as of the retiree's first day of work after returning from retirement. For bidding purposes, this seniority date will be merged with regular part-time operators.

(b) A retiree will qualify for the health benefit supplement if the retiree works at least 200 hours per run board. Hours may be accrued by the individual run board. Hours in excess of 200 per run board will be credited toward the retiree's annual qualification requirement of 600 hours annually. If the retiree reaches 600 hours annually, the retiree will qualify for medical benefits for all three run boards in the successive year, regardless of the run board in which the hours were worked. For purposes of definition, a year will start with the January run board and end with the completion of the September run board. Hours cannot be carried forward year to year. The medical benefits supplement will be paid one vote in arrears after the 200-hour minimum is reached. For example, if a retiree works 200 hours each run board of the year, the retiree would receive benefits for the second and third run boards of that year and the first run board of the next year, whether or not the run board was worked. Although the hours are not carried forward, the earned benefit is carried forward. Reimbursement for medical benefits will be for the actual cost of the retiree's benefits, not to exceed the current monthly Health and Welfare Trust contribution by the District for part-time operators (presently \$250 per month).

(c) Part-time retirees may be put on leave of absence if they reach the Social Security maximum. They can return to work the following year with no harm.

(d) Attendance policy rules, call-in procedure and other rules and regulations specified by the Employer will be waived.

(e) The retiree part-time operator will not receive vacation, holiday pay, pay guarantees, pension or penalty pay. Retirees will be allowed to have time off with no penalty.

(f) Employment of retirees will be "at will" and either party may terminate the employment at any time.

(g) When figuring the part-time percentages in accordance with, Article VII, Section 20 (b), retirees will be excluded.

(h) Retirees will receive normal contractual increases.

(i) In a situation where the District is looking for operators on short notice, retirees not working will be given such work once all others have been given a chance to volunteer.

Retirees will be used before mandating overtime.

(j) Working retirees will receive the uniform allowance.

(k) Retirees will be subject to RTD retraining policies after extended absences.

(l) Retiree operators will be subject to all regulatory requirements, including CDL, DOT, and FTA regulations.

(m) Light Rail operator retirees, may operate light rail vehicles for special events after regular operator volunteers and prior to mandating overtime.

ARTICLE VIII LIGHT RAIL MAINTENANCE
SECTION 1
Work Week

(a) The regular workday for employees of the maintenance divisions shall not exceed eight (8) hours actual working time, and the regular workweek of these employees shall not exceed forty (40) hours per week. The workweek for maintenance division employees shall be Sunday through Saturday. Each maintenance division employee will be entitled to two (2) consecutive days off within each workweek. Once the starting time of a work shift for maintenance division employees has been established, the Employer may change a shift a total of one (1) hour. If the start time for the shift is changed by more than one (1) hour or the shift's days off are moved, the Employer will post one (1) position in the affected occupational group and shift for re-bid. Each employee shall be entitled to two (2) paid fifteen (15) minute breaks and one (1) thirty (30) minute unpaid lunch. In addition, employees shall be entitled to one (1) ten (10) minute clean-up period.

(b) Employees will not be required to work overtime of more than two (2) hours without a meal relief.

(c) There will be a system-wide job pick in all maintenance divisions every two years. The Employer will post the bid procedure and job matrix in each division ten (10) days prior to the vote.

SECTION 2
Unit Work

(a) Maintenance work substantially covered by manufacturer's or construction warranties will be performed by the supplier or contractor while such warranties are in force and effect. Maintenance work requiring special tools and/or equipment not reasonably available to the Employer may be contracted out if the contract would not displace maintenance employees of the Employer.

(b) The Employer may temporarily subcontract as it deems necessary subject to the conditions outlined herein:

The Employer will notify the Union prior to letting of subcontracts and will fully inform the Union of the estimated scope and duration of the work. Following such notification, the Union may request and will be granted an informational meeting for further discussion of the contract work. The Employer agrees that such subcontracting of work will be kept to a minimum as dictated by operating requirements. Subcontracting of work normally performed by union members will not be done if it results in any of the following: Any employee being laid off, involuntarily moved from his/her occupational group or classification, or required to work at a lower rate of pay. No subcontractor will be permitted to perform vehicle maintenance work on the Employer's properties except as provided in subsection (b) above or in reference to tires and radios.

(c) Property maintenance work presently performed shall not be subcontracted.

(d) Facilities maintenance personnel may be assigned on a temporary basis to facilities according to individual skills necessary or to meet operating requirements.

(e) Testing of vehicles by quality control personnel may be performed at the discretion of the Employer, but limited to tests of two (2) hours or less.

(f) Maintenance trainers may move a vehicle if such movement is limited to thirty (30) minutes or less and is for the purpose of an RTD training class.

(g) The purchase of rebuilt components shall be in conformance with the side letter of agreement dated February 2006.

SECTION 3 Tools

(a) The Employer will furnish all required special tools. In maintenance groups 1(a), 1(b), II, and groups VI and VII, the first year tool allowance shall be three hundred forty dollars (\$340). The tool allowance for all eligible employees shall be issued in the form of a voucher. The tool allowance shall increase by ten dollars (\$10.00) in each successive year of the contract. The tool allowance for all eligible employees shall be issued in the form of a voucher. A qualified employee shall be defined as an employee required to furnish his/her necessary tools in the performance of the employee's duties as defined by the Employer and who has been in the qualifying occupational group for over three (3) months. The allowance shall be paid during the pay period in which January 1st falls as follows:

- (1) Employees hired prior to March 30 of the previous year will be paid one hundred percent (100%) of the tool allowance.
- (2) Employees hired April 1 through June 30 of the previous year will be paid fifty percent (50%) of the tool allowance.
- (3) Employees hired July 1 through September 30 of the previous year will be paid

twenty-five percent (25%) of the tool allowance.

(b) The employee is responsible for keeping his/her tools and toolboxes secured at all times. The Employer shall reimburse up to twenty thousand dollars (\$20,000) for all tools and toolboxes owned by the employee that are stolen or damaged on RTD property at no fault of the employee/owner, if the following provisions are met:

- (1) The employee must report the theft or damage to the immediate supervisor.
- (2) The employee must complete the required RTD and law enforcement reports.
- (3) Stolen articles must have been listed on the employee's most recent tool inventory.
- (4) The employee has the responsibility of submitting an annual tool inventory list prepared on the employee's own time. In addition, the employee shall be responsible for updating the list as necessary on the employee's own time.
- (5) The tools and boxes must be put in an RTD secured and approved area after normal working hours of the employee.
- (6) Payments shall be made directly to the tool vendor. Arrangements will be made by the Employer for those payments based on the above criteria.

(c) The employee will have the necessary tools within sixty (60) calendar days of commencement of work in the new department or classification.

SECTION 4

Uniforms, Special Equipment, & Apparel

(a) Uniforms

All maintenance employees shall wear uniforms and other apparel as designated and furnished by the Employer. Mechanics, MOW personnel and service persons will be assigned eleven (11) uniforms that the Employer will maintain on a regular basis. The number of uniforms assigned to other employees will be contingent upon the type of work being performed. Each employee will be provided with nametags that must be affixed to each uniform. The laundry service provided by the Employer will launder up to six (6) uniforms per week for each employee. Up to two (2) uniforms may be replaced annually on a one (1) for one (1) basis, if requested.

(b) Special Equipment and Apparel

The Employer will furnish rubber aprons and gloves to service persons and other employees, as required, who work with batteries, diesel fuel and engine wash fluids. In addition, the Employer will furnish these employees with one (1) pair of boots as needed which will be exchanged on a pair for pair basis. The Employer will also initially furnish other special equipment and apparel.

(c) The employee to whom such uniforms, special equipment and apparel is issued, shall reimburse the Employer if the uniforms, special equipment or apparel are lost, and shall return them or reimburse the Employer for them when the employee leaves the service of the Employer or is transferred to another job not requiring them.

SECTION 5 Instruction

- (a) Formalized on-the-job instruction in occupational groups I, II, IV and VI will be done by qualified employees within the respective classification.
- (b) Formalized on-the-job instruction may consist of the following:
1. Classroom or prepared instructional material or
 2. Hands-on instruction to the student or
 3. Student's demonstrated acknowledgment of learned skills or
 4. Follow-up assessment.
- (c) In addition to the straight-time hourly rate of pay, instructors shall receive an additional \$1.05 per hour instruction premium for actual time authorized for training students in the formalized, on-the-job instruction program as outlined above:
- (d) On-the-job instruction will be provided by instructors after proper authorization from the appropriate manager.
- (e) Instruction positions will be posted for bid and final selection will be made by the Employer based upon factors including but not limited to qualifications, seniority, attendance, and availability.

SECTION 6 Maintenance Division Reliefs

Following the completion of the probationary period, an employee will be assigned either to a specific shift with designated days off, or to a relief position with designated days off. Such relief position shall designate a "home position" by division and shift. The Employer may create permanent relief positions not to exceed ten percent (10%) of the total number of employees in the classification. Any classification having a regular contingent of more than five (5) employees but less than twenty-five (25) employees shall be entitled to two (2) relief positions.

A relief employee may be moved for less than sixty (60) calendar days at the discretion of the Employer. Following the completion of their fifty-nine (59) day assignment, relief employee(s) shall be returned to their "home position" location. In the event that realignment of relief employees is anticipated to equal or exceed sixty (60) calendar days, a restricted job pick of relief employees shall occur. Vacancies not filled during a vote shall be filled through assignment by inverse seniority order. Upon completion of any assignment involving such a move or realignment, employees shall be returned to their "home position" locations.

SECTION 7
Certification/Recertification

1. Light Rail maintenance employees shall satisfactorily complete RTD's training/certification program and must pass all certification and recertification examinations as required by the employer. Failure to successfully complete either of the above will result in the employee being disqualified from their position. LRV electro-mechanics, LRV general repair mechanics, track maintainers, and mow signal and power maintainers will be required to be certified by the end of their first year in that position and every two years thereafter. The employee will be given the chance to take the certification tests within 30 days of their one year anniversary in that position. An employee who failed to certify shall be given the opportunity to re-test within ten calendar days from the date the employee is notified that they failed the initial examination.
2. An employee so disqualified will be ineligible to apply for any Light Rail positions for a period of one (1) year.
3. The employee will be given the chance to take the recertification test within 30 days of their anniversary in that position. An employee who failed to recertify shall be given the opportunity to re-test within ten calendar days from the date the employee is notified that they failed the initial examination.
4. One year from being certified, they will be paid an additional one dollar twenty-five cents (\$1.25) per hour above their applicable pay rate.
5. The recertification (\$1.25) per hour premium shall continue unless the employee and the payroll department have been notified that the employee has failed the recertification examination.

SECTION 8
Apprenticeship

Any apprenticeship program shall be negotiated between the Employer and the Union. The Employer and the Union agree to attempt in good faith to negotiate the terms of such a program.

ARTICLE IX
FARE INSPECTORS

SECTION 1
Workweek and Breaks

(a) Workweek. The workweek for fare inspectors shall be Sunday through Saturday and shall consist of five (5) days of eight (8) hours actual work time. The regular workweek for fare inspectors shall not exceed forty (40) hours. Fare inspectors shall

receive two consecutive days off within each workweek. The minimum number of straight shifts shall not be less than fifty-five percent (55%) of the total shifts on weekdays and sixty-five percent (65%) of the total shifts on weekends. A greater or lesser percentage may be mutually agreed upon between the Employer and the Union. Once the starting time of a work shift for fare inspector employees has been established, the Employer may change a shift a total of one (1) hour. If there is a change of more than one (1) hour or in days off, the Employer will post positions in the fare inspector group for rebid.

(b) Breaks. Fare inspectors working a straight assignment of eight (8) hours or more will receive an unpaid lunch break of thirty (30) minutes. Employees shall receive one (1) fifteen (15) minute break in the first (1st) half of a shift and one (1) fifteen (15) minute break in the second (2nd) half of a shift.

(c) When an employee is called back to work within thirty (30) minutes after the completion of the employee's regular shift, continuous time will be paid from the completion of the shift until the employee's return. An employee will not be required to work overtime of more than two (2) hours without a meal relief.

SECTION 2 Assignment of Work

(a) Fare inspectors shall select their days off, the shift of their choice and holidays by seniority.

(b) Fare inspector bimonthly shift assignment shall be posted by 10:00 a.m. the Monday before implementation. Complete information relative to pay time and overtime on each shift assignment will be available for fare inspector's review. Fare inspectors shall select their assignment by seniority commencing at 10:00 a.m. the Wednesday before implementation. Fare inspectors shall be permitted five (5) minutes to vote. No voting shall be conducted on holidays, Saturdays or Sundays.

(c) Holiday work: The Employer will determine the number of employees required to work holidays. Two weeks prior to a holiday, the Employer will post a list for employees who are regularly scheduled to work on the day of the holiday. Employees who wish to volunteer to work on the holiday may sign the list. The Employer will select by seniority from this volunteer list the number of employees to fill the shifts. If an insufficient number of employees volunteer, the employees with the least seniority shall be required to work.

(d) All fare inspection work shall be performed by union employees.

SECTION 3 Rest Periods

(a) Schedules shall be designed to allow a minimum of eight (8) hours off between shifts.

SECTION 4

Uniforms

(a) The uniform to be worn by fare inspectors shall be in accordance with specifications agreed upon by representatives of the Employer and representatives of the Union and may be purchased from stores listed on the uniform purchase certificate.

(b) Fare inspectors shall receive uniforms in accordance with the terms and conditions of Article VII, section 16.

(c) The Employer shall issue to each employee a set of uniform clothing as described in paragraph (b) above upon the employee's successful qualification and assignment to the position of fare inspector.

Addendum A – Side Letters

The following are agreed upon side letters at the close of the 2009 bargaining session as set forth in Article I, section 4 of this agreement.

IN WITNESS WHEREOF, the Employer and the Amalgamated Transit Union, Local 1001, said Amalgamated Transit Union, Local 1001, having been duly authorized by its members, have each caused these presents to be executed in their names and behalf by their proper officers, effective the day and date first above written.

REGIONAL TRANSPORTATION DISTRICT

By _____
Phillip Washington, *General Manager*

APPROVED AS TO LEGAL FORM FOR THE REGIONAL TRANSPORTATION DISTRICT

By _____
Marla Lien, *Legal Counsel*

AMALGAMATED TRANSIT UNION

By _____
Holman Carter, *President and Business Agent*

ATTEST:

By _____
Rudy Trujillo, *Recording Secretary*