

Collective Bargaining Agreement

2018-2021

by and between

The Regional Transportation District



David A. Genova, General Manager and CEO

and

Amalgamated Transit Union Local 1001



Julio X. Rivera, President and Business Agent

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MASTER AGREEMENT

This Agreement effective March 1, 2018 is by and between the Regional Transportation District, hereinafter called Employer or District and Amalgamated Transit Union, Local 1001 hereinafter call Union.

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

That in the operation of 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, 2018 through February 28, 2021. 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 the Employer 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. 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, gender identity, 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

- (a) 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.^{1 2}
- (b) 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.

¹ See MOU Part-Time Retiree Dues dated 11/11/11

² See MOU COPE dated 05/23/11

SECTION 9 Discipline³

- (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. 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 the Employee's entire term of employment 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. All disciplinary suspensions shall be scheduled to first allow completion of grievance meetings held through Step 2 of Section 10 of this Article. Employees on investigative suspension for disciplinary concerns shall be paid their voted daily run pay or eight (8) hours per day of straight time if no voted run is involved.
- (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. If an employee is absent from work due to an investigative suspension, the time frame for

³ See MOU on Bus on Shoulders dated 11/20/17

him/her to respond to a charge or for the RTD to disposition the charge shall be within ten (10) days of the employee's regularly scheduled days to work.

- (1) 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.
 - (2) 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 including the time spent waiting for the meeting. 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.
- (h) The Union shall simultaneously provide the Employer's Labor Relations Department with an electronic copy of every grievance when filed. Labor Relations shall simultaneously provide the Union office an electronic copy of every "Request for Information," or other charging document, when issued.

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:

(1) 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.

(2) 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 party 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.
- (1) 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 be 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.
 - (2) 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.
 - (3) 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 1660 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 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 qualified 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. The only exception would be if the Employer and Union agree that a probationary employee can bid.
- (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 higher paying 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 7 "Maintenance Division Reliefs" or Article V, Section 4 "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.

- (i) Vacancies for occupational classifications without relief positions will be filled in the following manner:⁴
 - (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

⁴ See MOU on Posting of Jobs/Promotions dated 10/12/11

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/Promotions."
- (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.
- (i) (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) This sub paragraph (regarding Group II employees) in its entirety shall be frozen, void, and of no force and effect for all employee groups during the term of this agreement. The parties agree to allow the current Group II employees to remain in the program until attrition occurs. The parties further agree to discuss a plan for the re-introduction of a career path program at such time as staffing levels increase such that a program will not adversely affect the scheduling of other employees.⁵ 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.

⁵ See MOU Group II dated 11/6/98

- (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. If the disqualification was for medical issues that no longer exist, this restriction shall not apply.
- (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

Maximum Percentage of Part-Time Employees

Unless otherwise specified, the maximum number of part-time employees within an occupational group (as a percentage of the number of full-time employees within that group) shall not exceed: 30% for groups of 1 to 49 full-time employees; 25% for groups of 50 – 99 full-time employees; and 21% for groups of 100 or more full-time employees.

**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:

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 (3) 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 (6) months of employment, employees will be permitted to use one (1) 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 (3) 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. During the vacation vote, operators may adjust floating single vacation days to a vacation week, or vice versa, based on availability.

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 three (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. An employee who is unable to avail himself/herself of the floating holiday shall be paid out at the end of the floating holiday period.

- (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 workday or immediately following workday, provided the employee notify the supervisor forty-eight (48) hours in advance that he or she will take the preceding or following workday off. An employee whose birthday or anniversary falls during the middle of the employee's workweek 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
- (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 Trust 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. In addition, the union and employer shall each name one alternate trustee, who may only officially act or vote if needed to establish a quorum.
- (b) The District's contribution to the Health and Welfare Trust shall continue to be eight hundred thirty-two dollars (\$832) per month per full-time employee. 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 five hundred seven dollars (\$507) per month per participating part-time employee into the Health and Welfare Trust for the term of this Agreement. Effective March 1, 2018, March 1, 2019 and March 1, 2020, the Employer will contribute an additional twenty-eight dollars (\$28) per month per employee to the Trust. 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 Workers' 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; however, the District will pay the one and one-half (1 ½) hours of straight time for a DOT-mandated physical examination so long as the examiner conducting the exam is an approved provider listed in good standing on the Federal Motor Carrier Safety Administration National Registry in accordance with 49 C.F.R. 390 Part D.

- (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 twelve percent (12%) and the Employee's contribution to the Pension Trust shall be four percent (4%). Effective March 1, 2015, and thereafter, the Employer's contribution to the Pension Trust shall be thirteen percent (13%) and the Employee's contribution to the Pension Trust shall be five percent (5%). 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. The Employer will contribute \$6,200,000 each year of the life of the current contract and a commitment to ensure the Pension Trust is funded long term through continued subsidies.

- (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. In addition, the Union and Employer shall each name one alternate trustee, who may only officially act or vote if needed to establish a quorum.

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 those instances, the employee will be excused but not compensated. 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.

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 Off⁶

(a) Sick Pay - Full Time Employees⁷

- (1) For all full-time employees one (1) 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 days' 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

⁶ See MOU on Leaves of Absence Relating to Worker's Compensation dated 04/05/04

⁷ See MOU on Donations of Sick Leave to Co-Workers dated 01/20/11

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.⁸ 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. 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 absent mitigating circumstances. For employees with two (2) or more years of service, no leave of absence shall be granted that exceeds one (1) year in duration absent mitigating circumstances.
- (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

⁸ See MOU Light Duty Program Qualifications and Requirements dated 2005

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

- (1) 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, stepparents, 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/ Incentives⁹

- (a) In addition to regular straight-time hourly wage, any regular full-time employee, other than a bus or rail 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 one dollar and seventy-five cents (\$1.75) per hour for time actually worked.
- (b) In addition to regular straight-time hourly wage, any regular full-time employee, other than a bus or rail 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 falls between these hours, shall receive a premium of two dollars and twenty-five cents (\$2.25) per hour for time actually worked.
- (c) Employees, other than bus and rail operators, who work a split shift, shall receive a premium of forty-five cents (\$.45) per hour. Employees, other than bus or rail 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.
- (d) Minimum time allowances shall not be included in calculating overtime and only one penalty or premium shall be invoked in any one particular instance.
- (e) All bus and rail operators who work a split shift run shall receive an incentive payment of two dollars (\$2.00) per hour for all hours of such split run.
- (f) Operators who are mandated to work, or otherwise volunteering to perform extra work beyond their normal work assignment, shall be paid overtime pay one and one half time (1½) in accordance with Article II, Section 11, plus two dollars (\$2.00) per hour paid at the overtime rate if in overtime status.¹⁰

SECTION 10 Occupational Classifications and Wage Rates

March 1, 2018: Each occupational group will receive an eight (8) percent increase.

March 1, 2019: Each occupational group will receive a three (3) percent increase.

March 1, 2020: Each occupational group will receive a three (3) percent increase.

⁹ See both MOUs on Shift Differential and Split Shift Incentive dated 11/18/15

¹⁰ See MOU on Standard Extra Board Procedures dated 02/08/18

The following tables reflect the wage rate increases and pay progression. [Note: For Maintenance Groups with (re)certification, see Article IV, Sec. 9, or Article VIII, Sec. 7 for details.]

OCCUPATIONAL CLASSIFICATION AND WAGE RATES 3/1/18 THROUGH 2/28/21

	2017	3/1/18	3/1/19	3/1/20
Amount of Contractual Increase		8.0%	3.0%	3.0%

BUS TRANSPORTATION OPERATIONS

GROUP I - TO Transportation Operations				
TO Bus Operator - Full Time (500S)				
Entry	\$	\$	\$	\$
	17.59	19.40	19.98	20.58
At 12 months	18.17	19.62	20.21	20.82
At 18 months	18.75	20.25	20.86	21.49
At 24 months	19.32	20.87	21.50	22.15
At 30 months	19.89	21.48	22.12	22.78
At 36 months	20.48	22.12	22.78	23.46
At 42 months	21.06	22.74	23.42	24.12
At 48 months	21.63	23.36	24.06	24.78
At 54 months and thereafter	22.75	24.57	25.31	26.07

GROUP I - TO Transportation Operations				
TO Bus Operator - Retiree (501D)				
88.5% of Top Operator Rate				
Entry	20.13	21.74	22.40	23.07

GROUP I - TO Transportation Operations				
TO Bus Operator - Part Time (501S)				
80% of Top Operator Pay				
Entry	17.59	19.40	19.98	20.58
At 12 months and thereafter	18.20	19.66	20.25	20.86

GROUP I (a) - TO Transportation Operations				
TO Bus Operator Instructor (503S)				
Entry	22.75	24.57	25.31	26.07

BUS MAINTENANCE

GROUP I (a) - TM Transportation Maintenance				
TM General Repair Mechanic (666P)				
Entry	22.76	24.58	25.32	26.08
At 6 months + step 1	23.23	25.09	25.84	26.62
At 12 months + step 2	23.70	25.60	26.37	27.16
At 18 months + step 3	24.17	26.10	26.88	27.69
At 24 months + step 4	24.63	26.60	27.40	28.22
At 30 months + step 5	25.09	27.10	27.91	28.75
At 36 months and thereafter + step 6	26.21	28.31	29.16	30.03
Recertified top rate (665P)	27.46	29.66	30.55	31.46

GROUP I (b) - TM Transportation Maintenance				
TM Unit Shop Technician (671P)				
Entry	21.85	23.60	24.31	25.04
At 6 months + step 1	22.33	24.12	24.84	25.59
At 12 months + step 2	22.71	24.53	25.27	26.03

At 18 months + step 3	23.10	24.95	25.70	26.47
At 24 months + step 4	23.48	25.36	26.12	26.90
At 30 months + step 5	23.86	25.77	26.54	27.34
At 36 months + step 6	24.24	26.18	26.97	27.78
At 42 months and thereafter certified + step 7	25.28	27.30	28.12	28.96
Recertified top rate (612P)	26.53	28.65	29.51	30.39

GROUP I (b) - TM Transportation Maintenance				
TM Radiator Shop Technician (672P)				
Entry	22.92	24.75	25.49	26.25
At 12 months	23.39	25.26	26.02	26.80
At 18 months	23.77	25.67	26.44	27.23
At 24 months	24.16	26.09	26.87	27.68
At 30 months	24.54	26.50	27.30	28.12
At 36 months	24.92	26.91	27.72	28.55
At 42 months	25.30	27.32	28.14	28.98
At 48 months and thereafter	26.37	28.48	29.33	30.21
Recertified top rate	27.62	29.83	30.72	31.64

GROUP I (c) - TM Transportation Maintenance				
TM Project Master Mechanic (675P)				
Entry	26.80	28.94	29.81	30.70
Recertified top rate	28.05	30.29	31.20	32.13

GROUP I (c) - TM Transportation Maintenance				
TM Project Technician (676P)				

Entry	26.21	28.31	29.16	30.03
Recertified top rate	27.46	29.66	30.55	31.46

GROUP I (d) - TM Transportation Maintenance				
TM Revenue Technician (679P)				
Entry	23.76	25.66	26.43	27.22
At 6 months	24.19	26.13	26.91	27.72
At 12months	25.28	27.30	28.12	28.96
Recertified top rate	26.53	28.65	29.51	30.39

GROUP I (d) - TM Transportation Maintenance				
TM Electronic Technician (681P)				
Entry	23.76	25.66	26.43	27.22
At 6 months	24.19	26.13	26.91	27.72
At 12 months	25.28	27.30	28.12	28.96
Recertified top rate	26.53	28.65	29.51	30.39

GROUP I (e) - TM Transportation Maintenance				
TM Support Vehicle Mechanic (660P)				
Entry	22.76	24.58	25.32	26.08
At 6 months + step 1	23.23	25.09	25.84	26.62
At 12 months + step 2	23.70	25.60	26.37	27.16
At 18 months + step 3 and 4	24.22	26.16	26.94	27.75
At 24 months + step 5	24.63	26.60	27.40	28.22
At 30 months + step 6 and 7	25.09	27.10	27.91	28.75
At 36 months and thereafter certified + step 8	26.21	28.31	29.16	30.03

Recertified top rate (661P)	27.46	29.66	30.55	31.46
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GROUP II (a) - TM Transportation Maintenance				
TM Body Technician (682P)				
Entry	21.06	22.74	23.42	24.12
At 6 months + step 1	21.44	23.16	23.85	24.57
At 12 months + step 2	21.82	23.57	24.28	25.01
At 18 months + step 3	22.20	23.98	24.70	25.44
At 24 months + step 4	22.59	24.40	25.13	25.88
At 30 months + step 5	22.97	24.81	25.55	26.32
At 36 months and thereafter certified + step 6	23.98	25.90	26.68	27.48
Recertified Top Rate	25.23	27.25	28.07	28.91

GROUP II (b) - TM Transportation Maintenance				
TM Welder Fabricator (684P)				
Entry	27.57	29.78	30.67	31.59

GROUP III (a) - TM Transportation Maintenance				
TM Service Person District Shops (668D)				
Entry	17.13	18.50	19.06	19.63
At 6 months	17.53	18.93	19.50	20.09
At 12 months	17.92	19.35	19.93	20.53
At 18 months	18.31	19.77	20.36	20.97
At 24 months and thereafter	19.19	20.73	21.35	21.99

GROUP III (a) - TM Transportation Maintenance				
TM Service Person (668P)				

Entry	16.07	17.36	17.88	18.42
At 6 months	16.47	17.79	18.32	18.87
At 12 months	16.86	18.21	18.76	19.32
At 18 months	17.25	18.63	19.19	19.77
At 24 months and thereafter	18.11	19.56	20.15	20.75

GROUP III (b) - TM Transportation Maintenance				
TM Service/Vault Puller (678P)				
Entry	16.34	17.65	18.18	18.73
At 6 months	16.73	18.07	18.61	19.17
At 12 months	17.12	18.49	19.04	19.61
At 18 months	17.52	18.92	19.49	20.07
At 24 months and thereafter	18.38	19.85	20.45	21.06

GROUP VI - TM Transportation Maintenance				
TM Parts Clerk (650S)				
Entry	17.19	18.57	19.13	19.70
At 6 months	17.50	18.90	19.47	20.05
At 12 months	17.82	19.25	19.83	20.42
At 18 months	18.14	19.59	20.18	20.79
At 24 months and thereafter	18.98	20.50	21.12	21.75

GROUP VI - TM Transportation Maintenance				
TM Parts Clerk Hazmat (650S)				
Entry	17.69	19.07	19.63	20.20
At 6 months	18.00	19.40	19.97	20.55

At 12 months	18.32	19.75	20.33	20.92
At 18 months	18.64	20.09	20.68	21.29
At 24 months and thereafter	19.48	21.00	21.62	22.25

GROUP VII - TM Transportation Maintenance				
TM Sign Out Clerk (677P)				
Entry	16.34	20.22	20.83	21.45
At 6 months	16.73	20.65	21.27	21.91
At 12 months	17.12	21.07	21.70	22.35
At 18 months	17.52	21.49	22.13	22.79
At 24 months and thereafter	18.38	22.49	23.16	23.85

GROUP IX - TM Transportation Maintenance				
TM Sign Maintainer (750P)				
Entry	17.66	20.22	20.83	21.45
At 6 months	18.01	20.65	21.27	21.91
At 12 months	18.45	21.07	21.70	22.35
At 18 months	18.84	21.49	22.13	22.79
At 24 months and thereafter	19.74	22.49	23.16	23.85

GROUP I - TM Transportation Maintenance				
TM Sign Fabricator (763P)				
Entry	18.72	20.22	20.83	21.45
At 6 months	19.12	20.65	21.27	21.91
At 12 months	19.51	21.07	21.70	22.35
At 18 months	19.90	21.49	22.13	22.79

At 24 months and thereafter	20.82	22.49	23.16	23.85
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GROUP X - TM Transportation Maintenance				
TM General Repair Mechanic Helper (667P)				
Entry	19.52	21.08	21.71	22.36

FACILITIES MAINTENANCE

GROUP IV - FM Facilities Maintenance				
FM Facilities Maintenance Mechanic (715P)				
Entry	21.06	22.74	23.42	24.12
At 6 months	21.44	23.16	23.85	24.57
At 12 months	21.82	23.57	24.28	25.01
At 24 months	22.20	23.98	24.70	25.44
At 36 months	22.59	24.40	25.13	25.88
At 48 months	22.97	24.81	25.55	26.32
At 60 months and thereafter	23.98	25.90	26.68	27.48
Certified Top Rate (700P)	24.59	26.56	27.36	28.18

GROUP - FM Facilities Maintenance				
FM Facilities Maintenance Journeyman Electrician (713P)				
Entry	25.94	28.01	28.85	29.72

GROUP V (a) - FM Facilities Maintenance				
FM Custodian/Building Services (709P)				
Entry	14.48	15.64	16.11	16.59
At 6 months	14.87	16.06	16.54	17.04

At 12 months	15.27	16.49	16.98	17.49
At 18 months	15.66	16.91	17.42	17.94
At 24 months and thereafter	16.47	17.79	18.32	18.87

GROUP V (a) - FM Facilities Maintenance				
FM Custodian/Public Facilities (709P)				
Entry	14.48	15.64	16.11	16.59
At 6 months	14.87	16.06	16.54	17.04
At 12 months	15.27	16.49	16.98	17.49
At 18 months	15.66	16.91	17.42	17.94
At 24 months and thereafter	16.47	17.79	18.32	18.87

GROUP V (b) - FM Facilities Maintenance				
FM Custodian/Landscape (717P)				
Entry	15.81	17.07	17.58	18.11
At 6 months	16.20	17.50	18.03	18.57
At 12 months	16.59	17.92	18.46	19.01
At 18 months	16.99	18.35	18.90	19.47
At 24 months and thereafter	17.83	19.26	19.84	20.44

GROUP V (b) - FM Facilities Maintenance				
FM Custodian/Landscape Seasonal (717E)				
Entry	16.20	17.50	18.03	18.57

OFFICE AND CLERICAL

GROUP I (a) - OC Office and Clerical

OC Accounting Clerk (800C)				
Entry	17.40	18.79	19.35	19.93
At 6 months	17.77	19.19	19.77	20.36
At 12 months	18.14	19.59	20.18	20.79
At 18 months	18.51	19.99	20.59	21.21
At 24 months and thereafter	19.46	21.02	21.65	22.30

GROUP II - OC Office and Clerical				
OC Payroll Practitioner (801L)				
Entry	17.93	19.36	19.94	20.54
At 6 months	18.32	19.79	20.38	20.99
At 12 months	18.71	20.21	20.82	21.44
At 18 months	19.11	20.64	21.26	21.90
At 24 months and thereafter	20.01	21.61	22.26	22.93

GROUP III (a) - OC Office and Clerical				
OC Information Specialist (850Q)				
Entry (Trainee 850F)	16.92	18.27	18.82	19.38
At 6 months	17.29	18.67	19.23	19.81
At 12 months	17.66	19.07	19.64	20.23
At 18 months	18.04	19.48	20.06	20.66
At 24 months and thereafter	18.98	20.50	21.12	21.75

GROUP III (b) - OC Office and Clerical				
OC Bilingual Information Specialist (850B)				
Entry	17.72	19.02	19.57	20.13

At 6 months	18.09	19.42	19.98	20.56
At 12 months	18.46	19.82	20.39	20.98
At 18 months	18.83	20.23	20.81	21.41
At 24 months and thereafter	19.79	21.25	21.87	22.50

GROUP III (b) - OC Office and Clerical				
OC Part Time Bilingual Information Specialist (852Q)				
80% of Top Bilingual Information Specialist Rate				
Entry	15.83	17.00	17.50	18.00

GROUP III (b) - OC Office and Clerical				
OC Part Time Information Specialist (850Q)				
80% of Top Information Specialist Rate				
Entry	15.18	16.40	16.90	17.40

GROUP III (c) - OC Office and Clerical				
OC Sales and Information Agent (850C)				
Entry	14.80	18.27	18.82	19.38
At 6 months	15.17	18.67	19.23	19.81
At 12 months	15.54	19.07	19.64	20.23
At 18 months	15.91	19.48	20.06	20.66
At 24 months and thereafter	16.80	20.50	21.12	21.75

GROUP IV (a) - OC Office and Clerical				
OC Receptionist Clerk (903B)				
Entry	14.80	15.98	16.46	16.95
At 6 months	15.06	16.26	16.75	17.25
At 12 months	15.33	16.56	17.06	17.57

At 18 months	15.60	16.85	17.36	17.88
At 24 months and thereafter	16.26	17.56	18.09	18.63

GROUP IV (b) - OC Office and Clerical				
OC Internal Distribution Clerk (901B)				
Entry	14.80	15.98	16.46	16.95
At 6 months	15.06	16.26	16.75	17.25
At 12 months	15.33	16.56	17.06	17.57
At 18 months	15.60	16.85	17.36	17.88
At 24 months and thereafter	16.26	17.56	18.09	18.63

GROUP IV (c) - OC Office and Clerical				
OC External Distribution Clerk (905B)				
Entry	15.39	16.62	17.12	17.63
At 6 months	15.67	16.92	17.43	17.95
At 12 months	15.95	17.23	17.75	18.28
At 18 months	16.22	17.52	18.05	18.59
At 24 months and thereafter	16.91	18.26	18.81	19.37

GROUP IV (d) - OC Office and Clerical				
OC Reproduction Clerk (902B)				
Entry	18.51	19.99	20.59	21.21
At 6 months	18.78	20.28	20.89	21.52
At 12 months	19.04	20.56	21.18	21.82
At 18 months	19.31	20.85	21.48	22.12
At 24 months and thereafter	20.06	21.66	22.31	22.98

GROUP V - OC Office and Clerical				
OC Treasury Clerk (522K)				
Entry	16.60	17.93	18.47	19.02
At 6 months	17.00	18.36	18.91	19.48
At 12 months	17.39	18.78	19.34	19.92
At 18 months	17.78	19.20	19.78	20.37
At 24 months and thereafter	18.65	20.14	20.74	21.36

GROUP V - OC Office and Clerical				
OC Part Time Treasury Clerk (522K)				
80% of Top Treasury Clerk Rate				
Entry	14.92	16.11	16.59	17.09

SERVICE MONITORS

GROUP VI - SM Service Monitor				
SM Service Monitor (910N)				
Entry	15.44	16.68	17.18	17.70
At 6 months	15.70	16.96	17.47	17.99
At 12 months	15.97	17.25	17.77	18.30
At 18 months	16.23	17.53	18.06	18.60
At 24 months and thereafter	16.91	18.26	18.81	19.37

LIGHT RAIL FARE INSPECTORS

GROUP I - LRO Light Rail Operations				
LRO Light Rail Fare Inspector (400F)				
Entry	14.83	16.02	16.50	17.00

At 12 months	15.63	16.88	17.39	17.91
At 24 months	16.43	17.74	18.27	18.82
At 30 months	17.23	18.61	19.17	19.75
At 36 months	18.02	19.46	20.04	20.64
At 42 months and thereafter	20.12	21.73	22.38	23.05

LIGHT RAIL OPERATIONS

GROUP I - LRO Light Rail Operations				
LRO Train Operator Full Time (500M)				
Entry (Trainee 400Z)	17.59	19.40	19.98	20.58
At 12 months	18.17	19.62	20.21	20.82
At 18 months	18.75	20.25	20.86	21.49
At 24 months	19.32	20.87	21.50	22.15
At 30 months	19.89	21.48	22.12	22.78
At 36 months	20.48	22.12	22.78	23.46
At 42 months	21.06	22.74	23.42	24.12
At 48 months	21.63	23.36	24.06	24.78
At 54 months and thereafter recertified	22.75	24.57	25.31	26.07

GROUP I - LRO Light Rail Operations				
LRO Certified Train Operator Full Time (500M)				
Entry	17.59	19.40	19.98	20.58
At 12 months	18.42	19.87	20.46	21.07
At 18 months	19.00	20.50	21.11	21.74

At 24 months	19.57	21.12	21.75	22.40
At 30 months	20.14	21.73	22.37	23.03
At 36 months	20.73	22.37	23.03	23.71
At 42 months	21.31	22.99	23.67	24.37
At 48 months	21.88	23.61	24.31	25.03
At 54 months and thereafter recertified	23.00	24.82	25.56	26.32

GROUP I - LRO Light Rail Operations				
LRO Train Operator Part Time (500N)				
Entry	17.59	19.40	19.98	20.58
At 12 months and thereafter 80% top operator rate	18.20	19.66	20.25	20.86

LIGHT RAIL MAINTENANCE

GROUP I (a) - LRM Light Rail Maintenance				
LRM Electro Mechanic (681M)				
Entry	25.41	27.44	28.26	29.11
At 6 months	25.88	27.95	28.79	29.65
At 12 months	26.34	28.45	29.30	30.18
At 18 months	26.82	28.97	29.84	30.74
At 24 months	27.27	29.45	30.33	31.24
At 30 months certified	28.44	30.72	31.64	32.59
Recertified top rate	29.69	32.07	33.03	34.02

GROUP II - LRM Light Rail Maintenance				
LRM Signal/Traction Power Maintainer (683M)				

Entry	26.82	28.97	29.84	30.74
At 6 months	27.27	29.45	30.33	31.24
At 12 months certified	28.44	30.72	31.64	32.59
Recertified top rate	29.69	32.07	33.03	34.02

GROUP III - LRM Light Rail Maintenance				
LRM Service Worker (668M)				
Entry	16.07	17.36	17.88	18.42
At 6 months	16.47	17.79	18.32	18.87
At 12 months	16.86	18.21	18.76	19.32
At 18 months	17.25	18.63	19.19	19.77
At 24 months and thereafter	18.11	19.56	20.15	20.75

GROUP IV - LRM Light Rail Maintenance				
LRM Track Maintainer (715M)				
Entry	22.33	24.12	24.84	25.59
At 6 months	22.80	24.62	25.36	26.12
At 12 months	23.27	25.13	25.88	26.66
At 18 months	23.74	25.64	26.41	27.20
At 24 months	24.18	26.11	26.89	27.70
At 30 months certified	25.28	27.30	28.12	28.96
Recertified top rate	26.53	28.65	29.51	30.39

GROUP V - LRM Light Rail Maintenance				
LRM Material Hand Parts Clerk (650S)				
Entry	17.19	18.57	19.13	19.70

At 6 months	17.50	18.90	19.47	20.05
At 12 months	17.82	19.25	19.83	20.42
At 18 months	18.14	19.59	20.18	20.79
At 24 months and thereafter	18.98	20.50	21.12	21.75

GROUP VI - LRM Light Rail Maintenance				
LRM Rail Laborer (711M)				
Entry	17.66	19.07	19.64	20.23
At 6 months	18.07	19.52	20.11	20.71
At 12 months	18.46	19.94	20.54	21.16
At 18 months	18.86	20.37	20.98	21.61
At 24 months certified	19.74	21.32	21.96	22.62

**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 workweek, 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 forty-eight (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 (7) 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 regardless of whether

they are required to work.¹¹

- (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

¹¹ This section does not apply to operators that request and receive an excusal from a mandate letter.

- intervening time.
- (2) No make-up time shall be allowed when a regular run is being worked at overtime rate.
 - (3) Overtime shall be paid for platform work performed beyond a spread of eleven (11) hours from the time of first assignment.
 - (4) No allowances shall be included in calculating spread. Allowances for sign-up, turn in, and 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**

**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 time¹².

- (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 workweek. 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. None of the daily assignments of extra board work shall have a greater spread than thirteen (13) consecutive hours. If work is assigned that contains spread time that is greater than thirteen (13) hours, the operator may refuse.¹³

**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.

¹² See MOU on 4/10s dated 12/20/17

¹³ See MOU on Reduction of Mandatory Overtime dated 12/26/17

- (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 sixty percent (60%) and seventy-five percent (75%)¹⁴ 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 or controller in excess of three and one-half (3 ½) hours.¹⁵
- (f) In the event the District resumes operating charters outside its normal designated boundaries, the parties agree that the language in the 2000 Collective Bargaining Agreement related to charters shall be utilized.
- (g) No regular run shall have a greater spread time than thirteen (13) consecutive hours.¹⁶

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
 - (7) Whenever routes are inaugurated or abolished. Vote date implementation may be moved by two (2) weeks in order to maximize efficiency. New runs

¹⁴ See MOU on Reduction of Mandatory Overtime dated 12/26/17

¹⁵ See MOU on Reduction of Mandatory Overtime dated 12/26/17. From now until the September 2019 run board, RTD shall endeavor to ensure that no run or line shall be run by the dispatcher or controller in excess of three and one-half (3 ½) hours.

¹⁶ See MOU on Reduction of Mandatory Overtime dated 12/26/17

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:

- i. The run most similar to the employee's run choices submitted;
 - ii. The employee's present run;
 - iii. The run most similar to the employee's present run;
 - iv. The run in the nearest operating division similar to the run choices submitted;
 - v. The run in the nearest operating division similar to the employee's present run;
 - vi. The extra board at the employee's present division;
 - vii. 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.
- (i) The Employer will not allow any Employee to bid work that would violate DOT/FMCSR regulations.

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. RTD will assign runs that would otherwise be dropped, to operators with voted loop extras (including if voted as a hold-down, or if it is the loop extra operator's day off) or who have volunteered. If that is not practicable¹⁷, RTD may assign such work in the same manner as a special event under Section V of the Extra Board MOU procedures.
- (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.

¹⁷ Practicable as defined by the Merriam Webster Dictionary

- (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. Except for volunteers, day board operators shall not be assigned work that gets off after 8:00pm to the extent practicable¹⁸, and in no circumstances that gets off after 8:30pm; and night board operators shall not be assigned work that starts before 9:30am. ¹⁹

¹⁸ Practicable as defined in the Merriam Webster dictionary

¹⁹ See MOU on Reduction of Mandatory Overtime dated 12/26/17

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 or the actual time needed to perform required duties plus a respite²⁰ of five (5) minutes plus walking time to a restroom on each end where practicable²¹. Where not practicable, the respite will be ten (10) minutes plus walking time to a restroom at the opposite terminal.²²
- (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.

²⁰ Respite as defined by the Merriam Webster dictionary

²¹ Practicable as defined by the Merriam Webster dictionary

²² This language will conform with RTD's Commitment to our Employees

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 Collective Bargaining 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 dollars (\$375.00) 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 (\$125.00) shall be provided during training and the balance on the employee's one year anniversary. Employees shall receive two hundred seventy-five dollars (\$275.00) in years two (2) through five (5). In subsequent years, operators shall receive two hundred fifty dollars (\$250.00) 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

In accordance with RTD's Commitment to our Employees²³, 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

²³ See MOU RTD's Commitment to our Employees dated 12/04/17

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

(a) In addition to all other pay, travel time shall be paid based on the current RTD published schedule on a straight time basis between operating divisions and relief points.

(b) Foreign division assignments as follows:

- (1) Between Platte division and Boulder division one (1) hour and twenty (20) minutes on a straight time basis per piece of work
- (2) Between Platte division and East Metro division forty (40) minutes on a straight time basis per piece of work
- (3) Between East Metro division and Boulder division two (2) hours on a straight time basis per piece of work

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, AT, and FF 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 Employer shall be covered by the provisions of this section.

- (a) In addition to this section, part-time bus operators of the Employer 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 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. 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 assigned 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) 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

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 ninety cents (\$1.90) 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 one dollar and forty-three cents (\$1.43) 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, one dollar and forty-three cents (\$1.43) 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 one dollar and eighteen cents (\$1.18) 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 one dollar and eighteen cents (\$1.18) 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 22
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 16, 19, 20 and 21.
- (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:

1 st 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 23 **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 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 bus operators.

- 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^{24 25 26}

SECTION 1
Workweek

²⁴ See MOU on Loss of License dated 05/24/00

²⁵ See MOU on CDL Hazmat License dated 2006

²⁶ See MOU on Bus Maintenance CDL Requirements dated 10/16/15

- 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.^{27 28}
- 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 (2) 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.²⁹
- (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

²⁷ See MOU on 4/10s dated 12/20/17

²⁸ See MOU on Flex Time for Use of Public Transportation

²⁹ See MOU on Mountain Towing dated 09/08/98

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.³⁰
- (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 Memorandum of Understanding, "Rebuilt Parts."³¹

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 three hundred thirty-six dollar (\$336.00) 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 ninety-six dollars (\$96.00) 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), 1(x) and group II, the first year tool allowance shall be four hundred eighty dollars (\$480.00). The tool allowance for all eligible employees shall be issued in the form of a check. Taxes will be deducted; however, no receipts are required. Eligible employees must ensure that they maintain at least the minimum tools required on their position's tool list. 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.

³⁰ See MOU on Equipment Familiarization dated 1999

³¹ See MOU on Rebuilt Parts dated 03/01/06

- (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 through 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
- (d) Mechanic helpers may elect to purchase their tools from the Employer with reimbursements to the Employer through biweekly payroll deductions until the total amount is repaid.

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, mechanic helper, 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 that shall 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 facilities 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
- (9) Body Shop Mechanic Group II (a): \$1.05 per hour
- (10) Parts Clerks Group VI: \$1.05 per hour
- (11) Sign Out Clerks Group VII: \$1.05 per hour
- (12) Service and Cleaning, Group III: \$1.05 per hour

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

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 twenty-five (\$0.25) 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 Employees³²

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

- (a) Certified mechanics who wish to participate in the recertification program must register

³² See MOU on Landscape Custodian Duties

with the training department. Mechanics will be paid an additional one dollar and thirty-five cents (\$1.35) per hour starting 03/01/18, one dollar and thirty-nine cents (\$1.39) starting on 03/01/19, and one dollar and forty-three cents (\$1.43) starting on 03/01/20 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 (1) 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 twelve (12) months provided:
 - i. The employee actively participates in the new certification program.
 - ii. 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:
 - i. The employee actively participates in the new certification program

- ii. 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 subsection 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.
- (9) Body Shop Mechanics Group II (a) may earn the recertification rate above pursuant to the Memorandum of Understanding, "Establishing the Terms for Body Shop Certification."³³

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.

SECTION 11 Mechanics Helper

A mechanic helper may perform up to one (1) preventative maintenance inspection per shift on their own but will otherwise assist and work together with a Group 1(a) general repair mechanic. There shall be no more than six (6) mechanic helpers in a class and no more than three (3) classes in a twenty-four (24) month period.

³³ See MOU on Establishing the Terms for the Body Shop Certification dated 01/02/13

**Article V
CLERICAL**

**SECTION 1
Workweek and Breaks**

- (a) Except as provided in Section 7 and 8 (part-time employees) of this Article, the workweek from sales and information agents, 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.³⁴

- (b) Breaks. Each employee under this Article 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. Employees will not be required to work overtime of more than two (2) hours without a meal relief.

- (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.³⁵

**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) For Telephone Information Specialists, 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.

³⁴ See MOU on 4/10s dated 12/20/17

³⁵ See MOU on Flex Time for Us of Public Transportation

SECTION 3
Posting for Telephone Information Specialist Assignments

- (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
Telephone Information Instructor

- (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

For all employees covered under this article, 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.

SECTION 7 Part-Time Information Specialists

- (a) Part-time Information Specialists of the Employer shall be covered under the following sections of Article I, General Provisions:
 - (1) Management-Union Relations
 - (2) Term of Agreement
 - (3) Recognition and Bargaining Unit
 - (4) Additional Agreements Between the Parties
 - (5) Rights of Management
 - (6) Affirmative Action/Equal Opportunity
 - (7) Union Membership
 - (8) Discipline
 - (9) Grievances/Arbitration
 - (10) Union Officers
 - (11) Posting of Jobs/Employment
 - (12) Probationary Employees
 - (13) Qualifying Employees
- (b) Part-time information specialists shall be limited to working no more than thirty (30) hours per week.
- (c) Part-time work shall be voted prior to the full time specialist work (separate vote).
- (d) Part-time information specialists shall be paid according to a twenty percent (20%) discount level of full-time information specialist's top rate. Upon conversion to full-time status, the specialist shall resume progression with respect to wages.
- (e) Part-time information specialists shall be granted free transportation on the routes of the Employer.

- (f) Part-time information specialists shall not be eligible for pay guarantees or penalty pay provisions.
- (g) Part-time information specialists shall not be eligible for paid leave or other fringe benefits except as specifically provided in this Agreement.
- (h) No full-time information specialists shall be permitted to bid a part-time position.
- (i) No full-time information specialists will be laid off while part-time information specialists are employed.
- (j) Six (6) hours holiday pay will be paid in addition to the employee's regular pay for holidays worked by part-time information specialists on the following six (6) holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, the day after Thanksgiving, and Martin Luther King Day. Holiday work shall be filled first by regular day to work full-time volunteers, then by regular day to work part-time volunteers, and then by inverse seniority from among regular day to work part-time employees. Mandated holiday hours shall not count towards the 30 hour per week limit set for part-time employees.
- (k) The maximum number of part-time information specialists shall not exceed 45% of the number of all information specialists.

Section 8
Part-Time Treasury Clerks

- (a) Part-time Treasury Clerks of the District shall be covered under the following sections of Article I, General Provisions:
 - (1) Management-Union Relations
 - (2) Term of Agreement
 - (3) Recognition and Bargaining Unit
 - (4) Additional Agreements Between the Parties
 - (5) Rights of Management
 - (6) Affirmative Action/Equal Opportunity
 - (7) Union Membership
 - (8) Discipline
 - (9) Grievances/Arbitration
 - (10) Union Officers
 - (11) Posting of Jobs/Employment
 - (12) Probationary Employees
 - (13) Qualifying Employees
- (b) Part-time Treasury Clerks shall be limited to working no more than thirty (30) hours per week.

- (c) Part-time Treasury Clerks shall be paid according to a twenty percent (20%) discount level of full-time information specialist's top rate. Upon conversion to full-time status, the specialist shall resume progression with respect to wages.
- (d) Part-time Treasury Clerks shall be granted free transportation on the routes of the Employer.
- (e) Part-time Treasury Clerks shall not be eligible for pay guarantees or penalty pay provisions.
- (f) Part-time Treasury Clerks shall not be eligible for paid leave or other fringe benefits except as specifically provided in this Agreement.
- (g) No full-time Treasury Clerks shall be permitted to bid a part-time position.
- (h) No full-time Treasury Clerks will be laid off while part-time Treasury Clerks are employed.
- (i) Six (6) hours holiday pay will be paid in addition to the employee's regular pay for holidays worked by part-time Treasury Clerks on the following six (6) holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, the day after Thanksgiving, and Martin Luther King Day. Holiday work shall be filled first by regular day to work full-time volunteers, then by regular day to work part-time volunteers, and then by inverse seniority from among regular day to work part-time employees. Mandated holiday hours shall not count towards the 30 hour per week limit set for part-time employees.

Section 9 Sales and Information Agents

- (a) Sales and Information Agents
 - (1) All permanent shifts in these occupational groups shall be posted for bid. Voting schedule shall be included with the schedule for Telephone Information Specialist positions.
 - (2) Sales and Information 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 sales and information 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 sales and information agent position, the following procedure will be adhered to in filling that vacancy:

- i. Work shall be offered to the regular day off sales and information agents, as appropriate, in seniority order and on a rotating basis.
- ii. If sales and information agents are not available in (i) above, then work will be offered to on-duty sales and information agents, as appropriate.
- iii. If work is not assigned in (i) or (ii) above, then the work will be assigned to the relief sales and information agents, as appropriate.

(6) Sales and information 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) Relief Sales and Information Agents

(1) Subject to subsection (a)(5) above, sales and information agent work shall be offered to Relief sales and information agents, as appropriate, in seniority order and on a rotating basis. No relief employee shall fill a temporary vacancy for longer than ninety (90) calendar days if there are other relief employees available.

(2) Up to three (3) relief sales and information agent positions will be filled at one time, and by only full-time Telephone Information Specialists. All new positions or vacancies in these classifications shall be posted and awarded in accordance with Article I, Section 13, "Posting of Jobs/Promotions."

(3) Relief Sales and Information agents will be scheduled for up to two (2) shifts a month at the Civic Center Station or Denver Union Station sales outlets.

(4) If the Relief Sales and Information Agent is already at the Telephone Information Center and is needed for relief in Boulder, the Employer will either provide a vehicle and travel time of one (1) hour and twenty (20) minutes shall be paid, or he/she shall be paid based on the current published RTD schedule.

**ARTICLE VI
SERVICE MONITORS**

**SECTION 1
Workweek and Breaks**

- (a) 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.³⁶
- (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.³⁷

**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 dollars (\$300.00) for each month of employment in the service monitoring department while using a

³⁶ See MOU on 4/10s dated 12/20/17

³⁷ See MOU on Flex Time for Use of Public Transportation

personal vehicle in the performance of the employee's assigned duties. The allowance shall be increased to three hundred fifty dollars (\$350.00) 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.³⁸
- (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	Group I (a),(b),(c), and (e)
General Repair Mechanic	Group I (a),(b),(c), and (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.

- (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

³⁸ See MOU on Employees Bidding to Light Rail dated 06/23/14

initial examination. An employee so disqualified will be ineligible to apply for any Light Rail positions for a period of one (1) year.

- (e) For bus and light rail operators moving back and forth between operator positions in bus transportation and rail transportation via the bidding process, pay scale and wage progression will be based on the time spent in either department. (They will maintain their pay and step in progression earned at the prior department.) Any recertification pay earned while in rail operations will not carry over to bus operations. This subsection applies to pay only and does not alter the current practice regarding seniority. All other transfers are governed by applicable provisions of this agreement. 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

Light Rail operators with one (1) or more years of service shall be eligible for a twenty-five cent (\$0.25) 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.³⁹
- (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,

³⁹ See MOU on 4/10s dated 12/20/17

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. None of the daily assignments of extra board work shall have a greater spread than thirteen (13) consecutive hours. If work is assigned that contains spread time greater than thirteen (13) hours, the operator may refuse.

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 sixty percent (60%) and seventy-five percent (75%) on weekend runs of the total runs. A greater or lesser percentage may be mutually agreed upon between the Employer and the Union.⁴⁰
- (d) Regular runs shall be so scheduled as to make the daily hours as uniform as is practicable.

⁴⁰ See MOU on Reduction of Mandatory Overtime dated 12/26/17

- (e) No run or line shall be run by the dispatcher or controller in excess of three and one half hours (3½).⁴¹
- (f) No regular run shall have a greater spread time than thirteen (13) consecutive hours.⁴²

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
 - (7) Whenever routes are inaugurated or abolished
 - (8) Vote date implementation may be moved by two (2) weeks in order to maximize efficiency.
 - (9) 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

⁴¹ See MOU on Reduction of Mandatory Overtime dated 12/26/17. From now until the September 2019 run board, RTD shall endeavor to ensure that no run or line shall be run by the dispatcher or controller in excess of three and one half hours (3½)

⁴² See MOU on Reduction of Mandatory Overtime dated 12/26/17

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:

- i. The run most similar to the employee's run choices submitted;
- ii. The employee's present run;
- iii. The run most similar to the employee's present run;
- iv. The run in the nearest operating division similar to the run choices submitted;
- v. The run in the nearest operating division similar to the employee's present run;
- vi. The extra board at the employee's present division;
- vii. 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.

- (h) The Employer will not allow any Employee to bid work that would violate DOT/FMCSR regulations.

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. RTD will assign runs that would otherwise be dropped, to operators with voted loop extras (including if voted as a hold-down, or if it is the loop extra operator's day off) or who have volunteered. If that is not practicable, RTD may assign such work in the same manner as a special event under Section V of the Extra Board MOU procedures.
- (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. Except for volunteers, day board operators shall not be assigned work that gets off after 8:00pm to the extent practicable⁴³, and in no circumstances that gets off after 8:30pm; and night board operators shall not be assigned work that starts before 9:30am.⁴⁴

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 or the actual time needed to perform required duties plus a respite⁴⁵ of five (5) minutes plus walking time to a restroom on each end where practicable⁴⁶. Where not practicable, the

⁴³ Practicable as defined in the Merriam Webster Dictionary

⁴⁴ See MOU on Reduction of Mandatory Overtime dated 12/26/17

⁴⁵ Respite as defined in the Merriam Webster dictionary

⁴⁶ Practicable as defined in the Merriam Webster dictionary

respite will be ten (10) minutes plus walking time to a restroom at the opposite terminal.⁴⁷

- (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 a two (2) or three (3) car consist 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) Light Rail operators who operative a four (4) car consist shall be required to report and sign in forty (40) minutes before all scheduled pullouts for the purpose of signing the register, procuring necessary forms and completing the vehicle pre-trip inspection.
- (d) Split runs: Light Rail operators shall be paid fifteen (15) minutes at regular straight-time hourly wage for each single car pullout or thirty (30) minutes for each two (2) or three (3) car pullout, and forty (40) minutes for each four (4) 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.

⁴⁷ This language will conform with RTD's Commitment to our Employees

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 (3) 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

- (a) 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 Uniforms⁴⁸

- (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 dollars (\$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,

⁴⁸ See MOU on Rail Laborer Uniform Voucher dated 06/06/14

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 Employer 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

In accordance with RTD's Commitment to our Employees⁴⁹, 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 the current RTD published schedule.

⁴⁹ See MOU on RTD's Commitment to our Employees dated 12/4/17

SECTION 20

Part-Time Employees

Part-time Light Rail operators of the Employer shall be covered by the provisions of this section

- (a) In addition to this section, part-time Light Rail operators of the Employer shall be covered under the following sections of Article I, General Provisions:
- (1) Management-Union Relations
 - (2) Term of Agreement
 - (3) Recognition and Bargaining Unit
 - (4) Additional Agreements between the Parties
 - (5) Rights of Management
 - (6) Affirmative Action/Equal Opportunity
 - (7) Union Membership
 - (8) Discipline
 - (9) Grievances/Arbitration
 - (10) Union Officers
 - (11) Posting of Jobs/Employment
 - (12) Probationary Employees
 - (13) 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 Employer'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 Employer.
- (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) 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 one dollar and eighteen cents (\$1.18) 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 full-time or non-revenue instruction must be given by union employees. Revenue instruction shall be performed by qualified Light Rail operators, with the permitted exception of the Welton Street alignment.

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 two

hundred (200) hours per run board. Hours may be accrued by the individual run board. Hours in excess of two hundred (200) per run board will be credited toward the retiree's annual qualification requirement of six hundred (600) hours annually. If the retiree reaches six hundred (600) hours annually, the retiree will qualify for medical benefits for all three (3) 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 two hundred (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.

- (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 MAINTENANCE⁵⁰**

**SECTION 1
Workweek**

- (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.^{51 52}
- (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

⁵⁰ See MOU on Loss of License dated 05/24/00

⁵¹ See MOU on 4/10s dated 12-20/17

⁵² See MOU on Flex Time for Use of Public Transportation

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.⁵³
- (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 Memorandum of Understanding, "Rebuilt Parts."⁵⁴

SECTION 3 Tools

- (a) The Employer will furnish all required special tools. In maintenance groups 1(a), II, and group IV, the first year tool allowance shall be four hundred eighty dollars (\$480.00). 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 check. Taxes will be deducted; however, no receipts are required. Eligible employees must ensure that they maintain at least the minimum tools required on their position's tool lists. 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.

⁵³ See MOU on Equipment Familiarization dated 1999

⁵⁴ See MOU on Rebuilt Parts dated 03/01/06

- (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 (\$20,000.00) for all tools and toolboxes owned by the employee that are stolen or damaged on RTD property through 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

- (1) 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

- (1) 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.
- (2) 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, III, 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

- (a) 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.
- (b) An employee so disqualified will be ineligible to apply for any Light Rail positions for a period of one (1) year.
- (c) 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.
- (d) One year from being certified, they will be paid an additional one dollar and thirty-five (\$1.35) per hour starting 03/01/18, one dollar and thirty-nine (\$1.39) starting 03/01/2019, and one dollar and forty-three (\$1.43) starting 03/01/2020 above their applicable pay rate.
- (e) The recertification 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

- (a) 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) 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.^{55 56}
- (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.

⁵⁵ See MOU on 4/10s dated 12/20/17

⁵⁶ See MOU on Flex Time for Use of Public Transportation

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

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 and MOUs

MEMORANDUM OF UNDERSTANDING
Part-Time Retiree Dues (ULP Settlement)
(11-11-11)

- (a) RTD is deducting and will continue to deduct Union dues (or fees, as used here) for part-time retirees out of two pay cycles per month, to pay for dues for the following month (as has been done for other employees). Each deduction will be for one-half of the monthly Union dues (currently \$10, for dues of \$20). If the amount of dues changes to an odd amount, RTD may round down to the next penny.
- (b) RTD will send the Union a dues arrearage report with its bi-weekly reporting.
- (c) For arrearages, the payroll system will collect current pay cycle and one arrearage per pay cycle. Example: Employee is in arrears \$40, then they return to work, the system take current \$10 and in arrears amount \$10, this will continue until the arrears balance is zero. If an employee pays the union directly, the union hall will need to notify payroll department so we can adjust the arrears amount on the employee record.
- (d) If an employee is in arrears and has refused to pay dues, the Union will ask that RTD remove them from service as has been done in the past. At its, option, RTD may provide reasonable notice to the employee up to 10 days in advance of pulling them from service. The Union will immediately notify RTD if that employee has made payment or satisfactory arrangements so that they need not be pulled from service.

MEMORANDUM OF UNDERSTANDING
COPE Agreement
(5-23-11)

This letter is to confirm the COPE Agreement that was reached between RTD and ATU 1001:

1. RTD will bill the Union a total of \$1,030 for setup (\$530) and the first year maintenance (\$500.00) for the June 1, 2011 to May 31, 2012 period.
2. ATU 1001 will communicate to its members the required change to cancel their current related deposits with credit union and to setup a request for a payroll deduction for the COPE.
3. RTD will withhold the funds per the member's request; and ACH the funds to the account provided by the Union within 2 working days after the pay period.
4. RTD will provide, by email, the Union with a report listing the participating members, the respective contribution amount, and total amount sent, within 2 working days of the pay period.

5. RTD will monitor the cost of maintenance and if the activity and cost of the annual maintenance increases or decreases over time, we may adjust the billing accordingly.

MEMORANDUM OF UNDERSTANDING
Bus on Shoulder
(11/20/17)

The undersigned parties have agreed to the following terms regarding the first-time bus-on-shoulder accidents:

1. Absent egregious circumstances like excessive speeding, discipline for a first time bus-on-shoulder accident for an RTD bus operator will be reduced by one level (what would normally be a Class C would result in a Counseling Memo, a Class B would be reduced to a Class C, and a Class A would be reduced to a Class B).
2. Bus operators for RTD and its contractors shall have the discretion to decide whether or not to operate their bus on a shoulder.

MEMORANDUM OF UNDERSTANDING
Posting of Jobs/Promotions
(10-12-11)

The undersigned parties have agreed to the following provisions with respect to filling vacancies in the Bus Operations/Maintenance and Light Rail Maintenance Departments as addressed in Article 1, Section 13(i)(1) and Section 13(i)(2) of the current Collective Bargaining Agreement.

- Three Maintenance Division Relief positions will be established in Group VII Maintenance Sign Out Clerks
- Maintenance Division Relief positions will be established in Group VI Parts Clerks not to exceed ten percent (10%) of the total number of employees in the group.

Article 1, Section 13(i)(1) and Section 13(i)(2)

(3) Vacancies in larger groups such as Group 1(a) General Repair, Group III(a) Service Person and Group III(b) Service/Vault Puller will be filled in the following manner: Management will first endeavor to obtain volunteers, lacking any volunteers the position may be filled using inverse seniority within the affected Division which causes the least amount of movement to the membership.

(4) Vacancies in Group II(a) Body Mechanic will be filled in following manner: Management will first endeavor to obtain volunteers, lacking any volunteers the position may be filled using inverse seniority first within the affected Division, second within Group II(a) Body Mechanic whichever causes the least amount of movement to the membership.

This Memorandum of Understanding will remain in effect until the contract that currently exists between the Amalgamated Transit Union Local 1001 and RTD is renegotiated.

MEMORANDUM OF UNDERSTANDING

Group II

(11-6-98)

Group II employees shall be frozen, void, and of no force and effect for all employee groups during the term of this agreement. The parties agree to allow the current Group II employees to remain in the program until attrition occurs. The parties further agree to discuss a plan for the re-introduction of a career path program at such time as staffing levels increase such that a program will not adversely affect the scheduling of other employees.

1. As provided in Article I, Section 14, paragraph (i) (2), the Employer shall not utilize a bargaining unit employee in a non-bargaining unit position in excess of one hundred (100) work days per contract year.
2. A maximum of forty-five (45) bargaining unit employees may be utilized in non-bargaining unit positions during each contract year, commencing March 1, 1999.
3. The Employer agrees to provide the Union with a list of bargaining unit employees whom it intends to use in non-bargaining unit positions, to update that list periodically throughout the contract year, and to continue the practice of providing monthly updates concerning the number of days bargaining unit employees have been used in non-bargaining unit positions.
4. In the event that a bargaining unit worker is utilized in excess of one hundred (100) days during a contract year, the Employer agrees to pay a penalty in the amount of one thousand dollars (\$1,000.00) for each day that employee is utilized in excess of one hundred (100) days.
5. In the event that more than forty-five (45) bargaining unit employees are utilized, the Employer agrees to pay a penalty of one thousand dollars (\$1,000.00) for each additional day the additional employee is used.
6. The Employer agrees that bargaining unit employees will not be utilized in excess of forty-five hundred (4500) days during a contract year and the

Employer agrees to pay to the Union a penalty of one thousand dollars (\$1,000.00) for each day in excess of forty-five hundred (4500).

7. All monies paid by the Employer for violations of this Agreement shall be paid directly to the Union.
8. This settlement Agreement was included in the stipulated submission to the Colorado Division of Labor for an Order of Dismissal of the Unfair Labor Practice charge number LR-98-01.

MEMORANDUM OF UNDERSTANDING
Leaves of Absence Relating to Workers Compensation
(4-5-04)

1. Absent mitigating circumstances, any employee who is off work due to a single work related injury shall be given a leave of absence not to exceed one year. Mitigating circumstances may include, but not be limited to, employees who are re-injured as a result of their physical therapy; delay in setting up appointment(s), misdiagnosis or delayed diagnosis, procedures that had to be repeated, additional treatment required by an authorized medical examination, lack of 60-day notice of the approaching end of the leave period; or other factors beyond the employee's control.
2. An employee's period of leave shall be tolled if the employee, after being returned to work, goes back out for the same injury within six months of being returned. The Employer shall notify the employee when they go back out of the remaining time left on the leave.
3. It shall be the employee's responsibility to immediately notify their manager upon being released for work.
4. Employees who fail to return to work after being released shall be subject to being terminated under the contract provisions of Article II, Section 8 (c) (7).
5. Nothing in this Agreement is intended to waive any employee's rights under the Colorado Workers' Compensation Act or regulations.

LETTER OF UNDERSTANDING
Donations of Sick Leave to Co-Workers
(4-26-10, renewed 1-20-11)

The undersigned parties hereby agree to the following terms and conditions to create a program by which represented employees may donate sick leave to assist one or more co-workers who are seriously ill and have depleted (or are about to deplete) their sick bank:

- The Union has developed a Sick Day Donation Form, a copy of which is attached, for use by employees wishing to donate some of their sick days to another employee.
- Any donating employee must have at least sixty (60) sick days in their sick bank in order to make a donation.
- Any donating employee may designate a one-time donation of one (1) to five (5) of their sick days to be credited to a recipient employee.
- Any donating employee has forever waived any claim they had to donated sick days as soon as the form is executed by them and turned in to RTD.
- Donating employees shall be made aware that any reduction in their sick bank may affect their current or future eligibility for benefits, such as first day sick leave.
- The Union assumes all responsibility for determining who is eligible to participate as a recipient employee, and for posting bulletins seeking donations of sick days. Each bulletin will have a deadline date for the submission of any Sick Day Donation Form. A copy of any such bulletin (or a letter describing the terms of the bulletin) shall be provided to Labor Relations and Payroll Department before a bulletin is posted.
- Sick days may only be donated to employees for whom the Union has posted an official bulletin.
- The recipient employee must have either exhausted their sick leave or be projected by medical documentation to be unable to return to work long enough that they are expected to exhaust all available sick leave.
- The recipient employee cannot be currently receiving Short Term Disability, Long Term Disability or Workers' Compensation benefits.
- The recipient employee must have a catastrophic illness or injury that: poses a direct threat to life or well-being, requiring extensive medical treatments or rehabilitation which creates an economic hardship for the employee and his/her family; requires additional time away from work for at least 3 days after the exhaustion of all accrued paid leave; and fits the definition of a "catastrophic illness or injury" in the RTD salaried Sick Leave Donation program (Part 13.14).
- The Union will indemnify RTD and hold it harmless from any claims arising out of this new program.

MEMORANDUM OF UNDERSTANDING
Light Duty Program Qualifications and Requirements
(Circa 2005)

The undersigned parties have agreed to the following provisions with respect to employees who may be eligible for participation in the light duty program as addressed in Article II, section 8 of the current labor Agreement.

General Provisions:

- Employees may be subject to discipline as outlined under their respective performance code.
- Employees participating in this program shall be paid their regular rate of pay when working in the program
- The work performed by the employees shall consist of salaried tasks.
- The parties agree that they will attempt to determine tasks within the bargaining unit that will have minimal disruption to the affected groups.
- No tasks within the bargaining unit will be performed without mutual agreement of the parties.
- Any amendments to this program must be reduced to writing and signed by the parties.
- Based upon a reasonable medical determination, it is anticipated that any employee who is placed in this program should be able to return to their regular duties within ninety (90) days of placement in the program.
- Their treating physician must certify that the employee is capable of performing the tasks that are to be assigned prior to the employee's placement in the program.
- Employees will sign a release for Labor Relations to talk with their treating physician regarding participation in this program.
- Unless the employee voluntarily agrees to a different shift assignment, the employee will be assigned work on their normally bid shift. Operators will be assigned to their respective day board or night board.
- Employees will report to their home division for their assignment. It is understood that from their home division, employees may be assigned work outside the division.

Non-work Related injury Participants:

- Unless otherwise agreed to, a maximum of ten percent (10%) of the available positions shall be dedicated to employees who are off work due to non-work-related injuries or illness. This percentage shall be set based on the number of employees who worked in the preceding month. The parties agree that this provision shall be non-precedent setting and will not be referenced in any other venue including but not limited to grievances, state or federal proceedings.
- To be eligible for consideration in this program, an employee must have been employed for at least two (2) years and have exhausted all accrued sick leave.

**Memorandum of Understanding
Shift Differential and Split Shift Incentive
(11-18-2015)**

The undersigned parties, in recognition of manpower shortages in various job classifications, and having had the opportunity to discuss and present proposals about ways to address these manpower shortages, agree that the language in Article II, Section 9- Allowances, of the Collective Bargaining Agreement (CBA) between The Regional Transportation District (RTD) and the Amalgamated Transit Union (ATU) Local 1001 shall be changed as follows effective January 3, 2016:

Article II
Section 9- Allowances

In addition to regular straight-time hourly wage, any regular full-time employee, other than a bus or rail 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 one dollar and seventy-five cents (\$1.75) per hour for time actually worked.

In addition to regular straight-time hourly wage, any regular full-time employee, other than a bus or rail 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 falls between these hours, shall receive a premium of two dollars and twenty-five cents (\$2.25) per hour for time actually worked.

Employees, other than bus and rail operators, who work a split shift, shall receive a premium of forty-five cents (\$.45) per hour. Employees, other than bus or rail 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.

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

All bus and rail operators who work a split run shall receive an incentive payment of two dollars (\$2.00) per hour for all hours of such split run.

**MEMORANDUM OF UNDERSTANDING
"Split Work" Incentive
(12-28-2015)**

(a) The undersigned parties, in recognition of staffing shortages among bus operators, and the number of mandated and volunteer hours being worked in order to meet RTD service requirements, and having had the opportunity to discuss and present proposals about ways to address these manpower shortages, agree that throughout 2016, the same \$2.00 per hour premium described in the parties 11-18-15 Memorandum of Understanding shall also be paid, on a non-precedent setting basis, in the following instances:

- (1) Day Light and a Tripper- incentive shall be paid for the combined hours of the runs if the work is assigned;

- (2) Day Light and a Tripper- incentive shall NOT be paid if the work is voted;
- (3) Tripper Sets- incentive shall be paid for the combined hours of the runs if the work is assigned;
- (4) Tripper Sets- incentive shall be paid for the combined hours of the runs if the work is voted;
- (5) Matinee and a Tripper-- incentive shall be paid for the combined hours of the runs if the work is assigned;
- (6) Matinee and a Tripper-- incentive shall NOT be paid if the work is voted;
- (7) Night Run and a Tripper-- incentive shall be paid for the combined hours of the runs if the work is assigned;
- (8) Night Run and a Tripper-- incentive shall NOT be paid if the work is voted.

This MOU may be extended beyond 2016 upon the mutual agreement of the parties should the staffing situation of the District indicate that such an extension is appropriate.

MEMORANDUM OF UNDERSTANDING
Standard Extra Board Procedures
Bus and Rail Operations
Revised 02/08/18

Table of Contents:

- I. Daily Extra Board Work Assignments and Ranking
- II. Hold Down Boards
- III. Day Off Work Assignments and Day Off Volunteers
- IV. Foreign Division Work
- V. Bronco / Rockies / Special Events/Contract Services
- VI. Mandatory Overtime Procedures

This document replaces all previous extra board procedures and becomes the referenced document in the Collective Bargaining Agreement. In the event that conflicting language exists between this document and the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

The Standard Extra Board Procedures are intended to ensure that work assignments are efficient, fair, equitable and consistent District wide. The District and Union are committed to guarding against any kind of favoritism or disparate treatment. Therefore, all documents used to prepare the daily extra board will be available for review by the Union upon request.

SECTION I: Daily Extra Board Work Assignments and Ranking

Work assignments to operators on the extra board shall be assigned in the following manner:

- a) The operator with the most available DOT hours shall be placed at the top of the extra board assignment sheet. The remaining operators shall be ranked in descending order based on available DOT hours in compliance with the Federal Motor Carrier Safety Regulations as adopted by the State of Colorado and RTD policy.
- b) The most available work, in the order of the longest to the shortest platform time, shall be assigned to the operator at the top of the board with subsequent work being assigned to the remaining operators in descending order. Runs and combinations of work will be assigned first. Reports will be assigned next, followed by piece work. Whenever possible, a.m. trippers should be assigned to the day board and p.m. trippers should be assigned to the night board.
- c) Report assignments for scheduling purposes shall be credited with 10 hours of platform time. For the purpose of forecasting available hours of service and assigning extra board work, Loop Extras will be assumed to be 8 hours. DOT hours of service reports used for the basis of ranking the board will be finalized before beginning the daily assignments.
- d) The work day for the night board is from noon to noon (12:00pm - 12:00pm). The day boards work day shall be defined as being from midnight to midnight (12:00am - 12:00am).
- e) The board assignment sheets will indicate regular day off volunteer (DOV) regular day off, no work (NOW), "Call Division Supervisor" (CDS), and also indicate operators on a hold down (HDB).
- f) Sick calls received after the extra boards have been posted will be entered on the following day's work sheet for assignment to the extra board or held over for reports.
- g) Daily extra board assignments will be posted by noon (12:00pm) of each day for the day board and 5:00pm for the night board.
- h) If manpower shortages dictate, both halves of a split may be assigned to the night extra board operator.

SECTION II: Hold Down Boards

- a) Extra board operators may select weekly work assignments by seniority as an alternative to daily work assignments. The posted seniority order will establish seniority for the hold down board assignment. The senior bidder will be awarded his/her first choice with subsequent work being assigned to the remaining operators in descending order.
- b) Runs and other work available for hold down will be posted from noon (12:00pm) Wednesday through noon (12:00pm) Friday. Interested extra board operators must submit a bid before noon (12:00pm) Friday for the upcoming workweek. Late bids will not be accepted. The results of the hold down bids will be posted by 1:00pm on Friday afternoon.
- c) Successful bidders will assume the scheduled days off of the hold down. A holiday run voted on the hold down becomes part of the weekly assignment and must be worked. It is important for hold down board operators to check the extra board daily, including days off for which they volunteered, as they may be subject to extra work assignments on their day to work or on the scheduled day off depending on manpower needs. Holiday passes may also be denied.
- d) In the event that the operator with a voted run on the hold down board returns to work prior to the end of the week, the hold down board operator will return to the regular daily extra board and will maintain the days off of the voted hold down run for that week. The extra board operator is not guaranteed the run pay for the whole week - only for what he/she worked.
- e) Matinee runs may be voted for hold down by either day or night board operators, and determined by seniority. Any matinee with any night run in the combination may be voted only by the night board.

SECTION III: Day Off Work Assignments and Day Off Volunteers

- a) Extra board operators may volunteer to work on their scheduled days off by signing the designated register by 11:00am for day board and 4:00pm for night board of the day before their scheduled days off. Extra board operators volunteering for day off work are responsible for checking the extra board postings only for days they have volunteered.
- b) The first day of their workweek for night board operators begins at noon (12:00pm). Therefore, assignments before noon (12:00pm) of the first work day of the week will be considered day off work.
- c) A Day-Off Volunteer (DOV) who is working their 6th day is responsible for checking for any 7th day work assignment. An operator who has volunteered and is working their 6th day is responsible for checking for any 7th day work assignment. An operator who is needed for 7th day work and who has not been

assigned work on their 6th day must be contacted personally by management regarding a 7th day work assignment

d) In the event it becomes necessary to assign piece work or overtime, work shall be assigned in the following order:

1. Extra board operator / Hold down board operator - regular day to work.
2. Extra board operator - Day Off volunteer (DOV).
3. Hold down operators - Day Off volunteer (DOV).
4. Regular full-time operator volunteers.
5. Extra board operators mandated for day off work - the shortest possible platform runs should be assigned.

SECTION IV: Foreign Division Work Assignments

- a) Extra board operators may be assigned foreign division work from time to time. It is necessary that this foreign division work to be filled whenever operators are available at other divisions.
- b) Extra board operators on report will be permitted to pass foreign division work (full run) one time without penalty, so long as an operator below them on report is available and willing to take the assignment. However, the work cannot be passed a second time. If this operator is the last report on the board he/she must perform the work.
- c) Foreign division work may consist primarily of trippers or piece work. Full runs may be given to a foreign division provided that all operators of that foreign division have been fully used.
- d) Foreign division piece work cannot be passed.
- e) Home division work cannot be passed.

SECTION V: Broncos / Rockies / Special Events/Contracted Services

Broncos / Rockies / Special Events will be assigned in the following order:

1. Extra board operators - regular day to work (to the extent it minimizes guarantee).
2. Part-time operators – volunteers.
3. Extra board operators - Day Off volunteer (DOV).
4. Hold down operators - Day Off volunteer (DOV).
5. Regular full-time operator/s from the volunteer list.
6. Extra board operators Mandated for day off work (non-DOV).
7. Regular day off operators by inverse seniority order.

Based on available DOT hours a revolving seniority board of regular day off operators will be maintained for the assignment of work to those operators who volunteer to work the Broncos / Rockies / Special Events/Contracted Services.

SECTION VI: Mandatory Overtime Procedures

The procedure outlined below will be followed when forcing operators to work overtime and should be applied equally at all divisions. Before the procedure is implemented, it is important to check with the other Divisions to determine if any extra board operators are available. When operators are unavailable, the following procedures will be followed:

- a) Day off regular volunteers should be contacted first
- b) Notice to all operators should be put on the electronic signs in the Division, informing operators of the need for volunteers for the upcoming overtime.
- c) If there is still a need for operators a direct order is issued to extra board day off operators (both rotating and hold down board) in inverse order. An Extra Board operator who is mandated for 7th day work and who has not been assigned work on their 6th day must be contacted personally by management regarding a 7th day work assignment
- d) After extra board day off operators are exhausted, if there is still a need for overtime, regular day off operators in inverse seniority order, will be issued a direct order to report for work at least seventy-two (72) hours prior to the start of the work assignment.
- e) The Employer will accommodate requests for time off for pre-existing legal or medical appointments, if the requests are made with four (4) days' notice and follow up documentation is provided. Absent such accommodation, an operator that refuses to work may be disciplined.
- f) In the event of a staffing shortage, an operator who volunteers to work one of his/her days off and is approved by RTD to work that day shall not be required to work his/her other day off. No operator shall be required to work both of his/her days off.
- g) Operators assigned work under this section, or otherwise volunteering to perform extra work beyond their normal work assignment, shall be paid overtime pay one and one half (1½) times in accordance with Article II, Section 11, plus two dollars (\$2.00) per hour paid at the overtime rate if in overtime status.
- h) Except for extra board operators, the Employer agrees that all mandated work will be given seventy-two (72) hours in advance of the mandated work assignment. Division Supervisors will make contact with operators who come into the division in the course of their workday (i.e. to get their supplies or turn in

transfer canisters) and shall hand-deliver the following notifications with their work assignments:

1. Requests for Information (RFI)
2. Notification of Attendance Infraction
3. ADA related Manager's Notification to Operator (e.g. Z-list, Invite List)
4. Mandated Work Assignment letters

Operators who do not come into the division in the course of their workday will be notified by placing a time stamped notification in their mailbox. All mandated work assignment notifications must include a specific work assignment. If the Employer does not give seventy-two (72) hours advance notice, the Employee is not required to show up for that day's work and no attendance infraction will be given plus no penalty.

MEMORANDUM OF UNDERSTANDING
Loss of License
(5-24-00)

The undersigned parties, in recognition of a manpower shortage, do hereby agree to the following terms and conditions for personnel in maintenance groups I and II who allow their license to become invalid:

1. Mechanics who lose their CDL license for ninety (90) calendar days or less will be permitted to remain at work for a maximum of one hundred (100) calendar days.
2. During such time period, said mechanics may not operate any RTD equipment either on or off property. Any mechanic found to have operated equipment during this specified time period may be subject to discipline up to and including discharge.
3. Recognizing the District's limited ability to fully utilize these individuals, the Union and the District hereby agree that any mechanic participating in this program will be paid at the entry level wage rate for their respective classification.
4. The District shall exercise sole and exclusive rights to determine the number of individuals who will be permitted to participate in this program at any given time period. The number of individuals may be limited so as to not impact any given operating division(s).
5. Upon thirty (30) days' notice to the Union, the District reserves the right to terminate this Agreement and revert to the leave of absence practice currently utilized for bus operators and other occupational groups.

MEMORANDUM OF UNDERSTANDING
CDL Hazmat License
(2-23-05, revised in 2006 CBA negotiations)

Employees holding a CDL with the Hazmat endorsement are required to undergo a criminal background check upon renewal of the license. Effective with the ratification of the 2009 labor Agreement, the District will pay all of the fees associated with this renewal. In addition, to any pay to which they are otherwise entitled, central warehouse parts clerks who maintain a CDL with a hazmat endorsement shall receive a premium of fifty cents (\$0.50) per hour for all hours worked.

MEMORANDUM OF UNDERSTANDING
Bus Maintenance CDL Requirements
(10/16/15)

- (a) The undersigned parties, in recognition of a manpower shortage and certain Group 1(a) employees being unable to maintain their Commercial Driver License (CDL) and/or a valid DOT medical card, and having had the full opportunity to discuss and present proposals about the creation of maintenance positions without a CDL as a job qualification, agree as follows:
- (1) Within Occupational Group 1(a), General Repair Mechanic, RTD may elect to create a Sub-Group 1(aa) for whom obtaining and maintaining a CDL is not a qualification for being an employee in that Sub-Group. This Agreement sets forth the negotiated wages and working conditions of the Sub-Group.
 - (2) The number of employees in Sub-Group 1(aa) will not exceed 10% of the number of authorized full-time Group 1(a) employees and no more than 20% of a particular shift at a work location. When vacancies occur or new positions are created, they will follow the same process as current positions, following the guidelines established in the current Collective Bargaining Agreement Article 1, Section 13.
 - (3) Because the employees in Sub-Group 1(aa) do not require a CDL and will therefore be limited in the assignments they may be given by RTD, their pay structure will mirror that of Group 1(b), Unit Shop Technician, whose employees also do not require a CDL.
 - (4) For all other purposes, such as seniority and vacation votes, all of Group 1(a) including the Sub-Group 1(aa) employees will be treated as being part of the same Occupational Group. Movement in or out of Sub-Group 1(aa) will not affect an employee's voted work or vacation.
- (b) Either party may rescind this Agreement upon 30 days' written notice to the other party. Upon the effective date of rescission, employees in Sub-Group 1(aa) may elect to remain in the Sub-Group subject to the above terms and conditions. Unless

they bid to another position and then will be subject to all requirements of that position including CDL and DOT card.

MEMORANDUM OF UNDERSTANDING
Flex Time for Use of Public Transportation
(01/07/00)

RTD has agreed, subject to the operating requirements of the District, to reasonably permit represented employees (other than bus and rail operators) to adjust their start and stop times up to 30 minutes, as necessary, to permit them to use public transportation to get to and from work.

MEMORANDUM OF UNDERSTANDING
Mountain Towing
(9-8-98)

Need to incorporate Article IV new section

1. An on duty mechanic from the appropriate division will ride with the tow truck operator to retrieve the bus from the mountains.
2. The necessary amendments to the existing BPO emergency tow contract have made.
3. This towing service should only be used for mountain tows or other emergencies where RTD cannot respond in a timely or adequate manner.

MEMORANDUM OF UNDERSTANDING
Equipment Familiarization
(circa 1999)

The undersigned parties, while agreeing on the importance of maintaining the integrity of the scope of work defined by the bargaining unit, agree on the importance of familiarizing non-bargaining unit employees with new equipment being brought into the District. To that end, the parties agree to the following terms and conditions as they relate to training and familiarization of non-bargaining unit employees:

1. The District will notify the ATU in writing when a suitable number of new buses are on site and available for training. Such written notification shall be provided a minimum of one week prior to the specified requested one-week period of familiarization.
2. The notification shall include a specified one-week period when non-bargaining unit personnel may operate the equipment without the presence of an ATU member. The District shall be limited to one such specified period for each bus type, i.e., Gillig, Neoplan, etc.
3. Such operation may include driving the equipment on or off RTD property.

4. Operation of such equipment shall not be tied to normal maintenance operations.
5. Following the expiration of the aforementioned grace period, and excluding the Quality Control personnel, management wishing to test RTD equipment shall have an ATU member in attendance.

MEMORANDUM OF UNDERSTANDING
Rebuilt Parts (Grievances #03-10928 and #04-12553)
(3-1-06)

Amalgamated Transit Union, Local 1001 (the "Union") and the Regional Transportation District ("RTD") agree to settle the captioned grievances as follows:

1. RTD shall notify the Union when buying a rebuilt part or parts.
2. Generally, RTD may not buy rebuilt parts. RTD may buy rebuilt parts rather than rebuild them in-house if:
 - a. New OEM-quality parts are not available; or
 - b. The sole purpose in doing so is to increase stock of that part (in quantities RTD deems necessary, while still rebuilding suitable existing parts already in stock); or
 - c. The internal parts required to rebuild a component is/are not available OEM or the substantial equivalent of OEM; or
 - d. The Unit Shop is not reasonably capable of rebuilding a part due to lack of any or all of proprietary information, required expertise, or necessary equipment.
3. For all parts that RTD rebuilds in-house, RTD will keep all usable cores.
4. All restrictions on the purchase or use of rebuilt parts contained herein do not apply to parts obtained or used pursuant to warranty repair and/or replacement.
5. Preventative measures will be taken to avoid the incorrect purchase of rebuilt parts. RTD will develop a process to "flag" any incoming rebuilt parts that are not already on an approved list of properly obtained rebuilt parts. The flagging process and list of approved parts shall be open to Union inspection, as shall all parts' storage areas within RTD. The Union has the right to request records or specific information on any rebuilt parts it may discover on RTD premises.
6. RTD agrees to work with the Union on suggestions for rebuilding vehicle parts and to consider purchasing such reasonable and necessary equipment. Our mutual goal is generally to rebuild parts in-house when it is less expensive to do so. Suggestions made by the Union will be taken into consideration by RTD for feasibility of in-house rebuilding. In making its decision on rebuilding parts, RTD will also consider the need for employee training as a factor.

MEMORANDUM OF UNDERSTANDING
Landscape Custodian Duties
(6-14-12)

The Regional Transportation District and Amalgamated Transit Union, Local 1001, agree to the following:

In addition to their current duties, Full time Landscape Custodians may be assigned to do grading work throughout the District, including parking lots. They may also be assigned to repair irrigation systems below the backflow preventer, including repairing low voltage wiring/systems from the non-meter side of the controller. They will be paid entry-level F/M Mechanic wages when they perform these tasks.

Full time Landscape Custodians may also do parking lot crack filling and striping. They will be paid entry-level F/M Mechanic wages when they do so. The order of selection for parking lot crack filling and striping will be as follows:

- The work will first be offered to F/M Mechanics within the F/M Mechanic Public Facilities group.
- If there are not enough volunteers, the work will be offered to F/M Mechanics across the District.
- If there are not enough volunteers, the work will be offered to full time Landscape Custodians.
- If there are no enough volunteers, F/M Mechanics within the Public Facilities Group will be mandated.

It is further recognized that full time Landscape Custodians will continue to be assigned to perform the following duties at their regular rate of pay:

- Replace sprinkler heads
- Check irrigation system operation
- Check irrigation clock runtimes
- Place/replace parking blocks

MEMORANDUM OF UNDERSTANDING
Establishing the Terms for Body Shop Certification
(01-02-13)

Amalgamated Transit Union Local 1001 (The Union) and the Regional Transportation District ("RTD") agree to the following terms.

1. The Union and RTD agree to modify Article IV, Section 5 "Instruction" (also known as training pay) Subsection C and add Body Shop Mechanic Group II (a): at a rate of one dollar and five cents (\$1.05) per hour.

2. The Union and RTD agree to add the Body Shop Mechanics Group II (a) to Article IV, Section 9 Recertification and agree to the recertification rate of one dollar and thirty-five cents (\$1.35) per hour on 03/01/18, one dollar and thirty-nine cents (\$1.39) on 03/01/19, and one dollar and forty-three (\$1.43) on 03/01/2020.
3. The Union and RTD agree to enable current top paid Body Shop Mechanics in Group II (a) to obtain Recertification pay at an accelerated rate. As a top paid Body Shop Mechanic, the individual would be required to pass one core zone and elective zone of his/her choice to obtain Recertification pay. The mechanics would agree to complete a second core zone and one of the remaining elective zones the second year to maintain his/her Recertification pay as outlined in the Collective Bargaining Agreement (CBA). The mechanic would agree to complete the third core zone and one of the remaining elective zones the third year to maintain his/her Recertification pay. At this point they would be a Recertified Body Mechanic and fall under the current CBA as outlined in the Body Shop Mechanic Certification Book. A Body Shop Mechanic who fails to complete the guidelines outlined above will no longer receive Recertification pay. They would then follow the current CBA and then must wait one (1) year after becoming certified to receive their recertification pay.
4. Effective July 1, 2013, the Union and RTD agree for those Body Shop Mechanics that are currently in the pay progression and not at top rate of pay, to advance to the next pay progression the Body Shop Mechanic must pass a zone of their choice. The process must be completed for each pay progression. Once the mechanic is certified in the three (3) core zones and three (3) elective zones, they are certified and fall in the Recertification program currently in the CBA.
5. All new Body Shop Mechanics must complete one zone and have met the time period stated in the current CBA to obtain a pay increase.

MEMORANDUM OF UNDERSTANDING
Light Rail CDL Requirements
(12/11/14)

- (a) Having had the full opportunity to discuss and present proposals about the removal of a CDL as a job qualification for Train Operators, the Union and RTD agree as follows:
- (1) In the event that RTD determines to remove the job qualification for any Train Operator positions of "Ability to obtain and maintain a current valid Colorado Commercial Driver's License," it will only affect that one qualification or requirement for the job.
 - (2) The removal of a CDL requirement will not otherwise affect any of the parties' existing practices and collective bargaining agreement language, including but not limited to:

- i. Language about employment, bidding, and movement between occupational groups, including the requirement that all openings are first posted internally [Article I]
 - ii. Language affecting Train Operators [Article VII];and
 - iii. The continued application, as if a CDL was required, of DOT rules for medical qualifications and exams [Article II, Section 4(e)], and hours of service [Standard Extra Board Procedures].
 - iv. RTD will continue to pay one-half of the fee for a CDL endorsement on the driver license of an employee who desires to have that endorsement.
- (b) This MOU shall remain in effect for the duration of the current collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING
Employees Bidding to Light Rail
(06/23/14)

The parties have agreed as follows:

All wage rates (and retroactive pay back to March 1, 2010) originally calculated under the prior MOU that was effective as of August 8, 2013, shall remain unchanged.

Effective June 1, 2014, Employees who transfer to a Light Rail Vehicle Operator Position will not suffer a loss of pay and their rate of pay shall be calculated as follows:

- a) The employee will be paid the rate of pay listed in Article II, Section 10, for LRO Train Operator which is equal or higher than their current rate of pay before being awarded the position
- b) The Employee's rate of pay will progress to the top rate in the same increments shown in the wage chart (for example, a person whose wage rate would be \$21.48 as calculated above will progress to \$22.12 after 6 months, as so forth); and
- c) The Employee will be eligible to earn the twenty-five cents (\$0.25) certification pay once they are eligible under Article VII, Section 2(c).

This agreement applies to pay only. Operator bid/work selection senior rights currently in force shall not be affected (i.e. bidding for work, vacations).

MEMORANDUM OF UNDERSTANDING
Rail Laborer Uniform Voucher
06/06/14

On an experimental, trial basis, RTD will issue rail Laborers who have passed their probationary or qualifying period a one hundred fifty dollar (\$150.00) voucher once per year with which they may purchase clothing items from a pre-approved list at Neve's. Once a Rail Laborer spends part of their voucher RTD will issue a revised voucher for the remaining balance of the one hundred fifty dollars (\$150.00). If a Rail Laborer chooses items that cost in excess of one hundred fifty dollars (\$150.00) they will pay all amounts above one hundred fifty dollars (\$150.00) as is done with other occupational groups. If a Rail Laborer's balance falls to twenty dollars (\$20.00) or less RTD will add the unspent amount to a subsequent paycheck, essentially cashing out the last little bit of value. However, if the remaining balance exceeds twenty dollars (\$20.00) RTD will not cash out any value. Remaining balances will not be rolled over from year to year.

Upon thirty (30) days' notice to the Union, the District reserves the right to terminate this agreement.

MEMORANDUM OF UNDERSTANDING
Fatality Accidents
(07/08/15)

- (a) The undersigned parties hereby agree to the following terms and conditions to provide assistance to a represented employee involved in a fatality vehicular accident.
- (b) If while operating an RTD vehicle (bus, rail, or service motor vehicle) a represented RTD employee is involved in an accident that results in a fatality, the employee will be put on paid administrative leave for the (3) three workdays immediately following the accident date. The purpose of the leave is to give the employee time to deal with such an accident, including time to obtain counseling, without having to use sick or vacation days to bridge the Colorado workers' compensation benefits waiting period.
- (c) Such leave period will run concurrently with any other available leave (e.g., workers' compensation). If the leave period later qualifies for workers' compensation temporary disability benefits, the employee's pay will be adjusted in a subsequent paycheck to avoid double payment.

Grievance #15-11808 Letter
Part Time to Full Time
(07/08/16)

- (a) Part time employees bidding to full time positions outside of their group may continue to receive Master, Occupational, and Voting seniorities based on their transfer date to the full time position.

SETTLEMENT OF DOL ULP #100-15-04 AND ULP #100-15-05
Step 2 Meeting Locations for Rail
(01/14/16)

Unless otherwise agreed, Step 2 Rail Operations grievance meetings shall be conducted at District Shops.

Memorandum of Understanding
Audio/Video Recording Devices on RTD Vehicles
(02/28/18)

The RTD and the ATU agree that safety is the number one priority. The parties also understand that privacy rights and reasonable expectations of employees regarding use of video recordings should also be respected; therefore, only the event recorder camera may be aimed at a vehicle operator's work station.

It is understood that the use of cameras and event recorders shall only be utilized for the infractions listed below:

- a. Theft, Misappropriation, Loss, Destruction, or Damage of RTD Property
- b. Reckless driving violations and failure to stop for a signal or a sign violations, speeding in excess of ten miles/hour over the speed limit
- c. Accidents involving injury or serious damage
- d. Reports of cell phone or electronic device usage
- e. Weapons, and or Use or Threat of Force
- f. Harassing, Indecent, Lewd or Vulgar Conduct
- g. Conduct Unbecoming an RTD Employee in reference to an ADA complaint

It is understood that in the event that an incidental performance code infraction is discovered then such initial violation will be dealt with through counseling, ride checks and/or training. Discovery of a subsequent similar violation may lead to progressive discipline. No termination shall be based on an incidental video infraction.

Memorandum of Understanding
Regarding Modified Work Week (4/10's)
December 20, 2017

The Regional Transportation District and the Amalgamated Transit Union Local 1001 enter into this agreement to modify the work week for select business areas. For the specified areas, the work week will change by adding a shift that consists of 4 days a week and 10 hour days. Initially, the selected modified areas are within East Metro Maintenance, East Metro Service and Cleaning, East Metro Vault, and Elati Electro Mechanics. (See attached Matrixes) If the model is deemed successful, RTD will look at the viability of expanding to other maintenance areas in RTD.

This four/tens model will begin with the earliest feasible job vote, but no later than March 1, 2018. Both parties agree to allow effective changes to workweek, vacations, holidays, sick leave, overtime and other pay structures that may arise to ensure success of the four/tens model. RTD will make no changes inconsistent with the collective bargaining agreement. Initially the modifications are as follows:

The normal workweek of employees in such groups shall consist of four (4) consecutive days, with three (3) consecutive days off, with a minimum of ten (10) hours per day. The parties may also agree to establish four/tens, for any other occupational group or groups, for the purposes of this MOU, the agreement of the Union must be in writing, signed by the President of the Union. In making such agreement, additional provisions of this agreement may be modified as necessary to adapt this workweek to the particular group(s).

Paid time off and overtime for employees with four/tens will be in accordance with the following:

Sick Leave: Sick leave under Article II Section 8 shall be converted to hours instead of days, and payment under that section is at the rate of ten (10) hours per day from the employee's Sick Leave Accrual. For purposes of supplemental sick pay, the Health and Welfare Trust Plan weekly amount will be allocated over a four (4) work day period. For all other purposes in that section, one day shall equal eight (8) hours. For example, accrual of one (1) day per month means eight (8) hours accrual per month. Additionally, an employee with less than 85 sick days credit shall receive payment starting on their third day of absence; otherwise Article II, Section 8 shall apply.

Vacation: Vacation weeks shall be converted to hours based on forty-hour weeks. Payment will be on the basis of forty hour weeks or ten (10) hours vacation per day. Employees, except operators, may vote up to eight (8) days of vacation on an individual daily basis provided work schedules permit. Operators with three or more weeks of vacation may vote up to eight (8) days of vacation on an individual daily basis provided work schedules permit; otherwise Article II Section 1(a) shall apply. One combined vacation calendar shall be created which has both employees working five/eights and four/tens.

Holidays: Holidays not worked shall be paid for eligible employees at eight (8) hours per holiday. The employee may use two (2) hours of unvoted vacation or overtime to supplement their pay to equal ten (10) hours for that holiday. Employees who are scheduled to work on the holiday must work a minimum of five (5) hours to qualify for holiday pay; otherwise Article II Section 2 shall apply. Any partial days of vacation may be taken in

accordance with Article II, Section 1. One combined holiday list shall be created which has both employees working five/eighths and four/tens.

Overtime: Time worked in excess of ten (10) hours in any given work day shall be paid at the rate of time and one-half (1 ½) and shall be paid provided the employee works all scheduled hours in that work week. Overtime hours will be paid only if the employee works such overtime hour(s), otherwise Article II Section 11 shall apply. One combined overtime list shall be created which has both employees working five/eighths and four/tens.

There will be a job pick for those impacted groups for March 1, 2018.

In order to begin the modification, all employees impacted by this agreement will be converted to the hourly time keeping system from work days.

RTD and the ATU will each select three (3) task team members who will meet bi-monthly to analyze the effectiveness of this model utilizing the performance indicators listed below. These meetings will take place every other month. This MOU exists to explore the potential of a more favorable work week for employees; and it is not a waiver of management rights to establish scheduling.

Unless mutually adapted by both parties or terminated by RTD prior to the March 2021 CBA, this agreement is subject to the provisions of Article I, Section 4 of the 2018-2021 CBA.

Performance Indicators

We will use data from January 1, 2017 – December 31, 2017 as the benchmark.

- Effect on daily running repair needs for both onsite and offsite and for scheduled and unscheduled tasks on revenue vehicles
- Effect on processing and addressing of driver defects
- Effect on processing and addressing of road calls
- Effect on processing and addressing inspection item repairs
- Effect on processing, completing, and duration of preventative maintenance (PMs)
- Effect on productivity of employees on both 4/10s & 5/8s
- Effect on overtime
- Effect on mean distance between failures
- Effect on morale of employees working both 4/10s and 5/8s
- Effect on safety

MEMORANDUM OF UNDERSTANDING
Reduction of Mandatory Overtime
(12-26-17)

As part of an effort to reduce mandating of overtime and improve the work environment for Bus and Train Operators, the parties agree as follows:

1. Effective with the May 2018 run board, the minimum number of straight runs shall be 60% of all runs on weekdays and 75% of all runs on weekends [modifying Article III, Section 2(c), and Article VII, Section 4(c)].
2. None of the daily assignments of extra board work shall have a greater spread than thirteen consecutive hours [modifying Article III, Section 1(c), Article VII, Section 3(c), and (for so long as it exists) the 10-21-11 "Bus Operations Spread Time/Extra Board Assignments" MOU]. If assigned work that contains a spread time greater than 13 hours, the operator may refuse.
3. No regular run shall have a greater spread time than thirteen (13) consecutive hours [modifying Article III, Section 2, and Article VII, Section 4].
4. Except for volunteers, day board operators shall not be assigned work that gets off after 8:00 pm to the extent practicable, and in no circumstances that gets off after 8:30 pm; and night board operators shall not be assigned work that starts before 9:30 am [modifying Article III, Section 5(a), Article VII, Section 7(a), and the Standard Extra Board Procedures].
5. From now until the September 2019 run board, RTD shall endeavor to ensure that no run or line shall be run by the dispatcher or controller in excess of three and one-half hours [temporarily modifying Article III, Section 2(e), and Article VII, Section 4(e)].
6. "Practicable" means "capable of being put into practice or of being done or accomplished" or "feasible" (www.merriam-webster.com/dictionary/practicable).
7. This MOU will be effective March 1, 2018, and the terms of this MOU shall be incorporated into the parties' March 1, 2018, collective bargaining agreement.

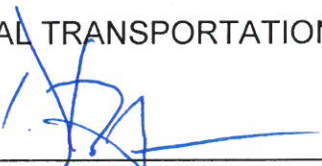
Dated December 26, 2017.

This Agreement shall be governed and construed according to the Constitution and laws of the State of Colorado. The Employer and the Union recognize that the Regional Transportation District Board of Directors has certain powers, discretions and duties that under the Constitution and laws of the State of Colorado may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any Employee covered hereby shall be found contrary to law, such provisions or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect. The parties will meet not later than thirty (30) days after any such holding for the purpose of re-negotiating the provisions affected.

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:



David A. Genova, General Manager and CEO

APPROVED AS TO LEGAL FORM FOR THE REGIONAL TRANSPORTATION DISTRICT

By:



Rolf G. Asphaug, General Counsel

AMALGAMATED TRANSIT UNION, LOCAL 1001

By:



Julio X. Rivera, President and Business Agent

ATTEST:

By:



Angela Williams, Recording Secretary