

MEMORANDUM OF
UNDERSTANDING
BETWEEN THE
COMMUNITY OF RTC EMPLOYEES (“CORE”)
SEIU LOCAL 521 AND THE
SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION (“RTC”)

September 11, 2007 through November 13, 2010

**CORE UNIT MOU
MEMORANDUM OF UNDERSTANDING
2007 – 2010**

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ARTICLE 1 MEMORANDUM OF UNDERSTANDING: INTRODUCTION

This is a Memorandum of Understanding between the Santa Cruz County Regional Transportation Commission (RTC or Commission) and the Service Employees International Union Local 521 (SEIU, Local 521) for the COMMUNITY OF RTC EMPLOYEES (CORE) Representation Unit. Both parties agree that this Memorandum is a result of meeting and conferring in good faith under the terms of State law and Commission regulations. This Memorandum of Understanding contains the complete results of negotiations between the Santa Cruz County Regional Transportation Commission and SEIU Local 521 for CORE employees for the period September 11, 2007 through November 3, 2010 for all provisions, and supersedes all previous agreements. Unless otherwise specified herein, all provisions of this agreement shall become effective upon the agreement's adoption by the RTC.

ARTICLE 2 RECOGNITION

Santa Cruz County Regional Transportation Commission recognizes Service Employees International Union Local 521, (hereinafter referred to as "Union") as the exclusive bargaining representative for all employees in "permanent" (i.e., budgeted) positions and temporary positions within the CORE Representation Unit.

2.1 The Commission agrees to pay Auditor-Controller charges for the cost of payroll deductions for Union dues, service fees, and premiums for existing insurances.

2.2 The Commission agrees to continue to provide monthly dues deduction status reports, quarterly unit census data reports, and termination member reports (with retirements identified), and new hire member reports at no cost to the Union.

2.3 The Commission agrees to continue to provide a payroll deduction program for voluntary employee contributions to the Committee on Political Education (C.O.P.E.) for employees in the CORE Representation Unit, subject to the following conditions:

A. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the Commission.

B. Payroll deductions shall commence on the second pay period after the authorization is received by the Commission.

C. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.

D. Charges by the Auditor-Controller for the cost of administration of the program shall be paid for by the Union.

E. The Union shall indemnify, defend and hold the Commission, its officers and employees harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by this Commission under the provisions of this Section 2.3.

ARTICLE 3 UNION ACTIVITIES

3.1 STEWARDS

The Union agrees to notify the Commission of their Stewards. At least one Steward shall be allowed. The Union may request additional Stewards where circumstances warrant such action and the Executive Director or designee are authorized to grant such requests where circumstances warrant. Alternate Stewards may be designated to serve in the absence of the Steward. The Union will offer RTC Stewards up to eight total hours of Shop Steward training course each year. Release time shall be authorized in accordance with MOU Attachment C.

When Shop Stewards communicate with the Commission on issues within the scope of representation, they must identify themselves as Shop Stewards.

3.2 BULLETIN BOARDS

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

3.3 DISTRIBUTION

The Union may distribute official union material to employees in its Representation Unit through normal channels.

3.4 VISITS BY AUTHORIZED UNION REPRESENTATIVES

The authorized Union Representative shall be allowed reasonable contact with employees on Commission facilities provided such contact does not interfere with the employee's work.

3.5 COMMISSION FACILITIES

Commission buildings and other facilities shall be made available for use by the Union or the Representative in accordance with administrative procedures governing such use.

3.6 NOTIFICATIONS

A. Notification of Change in Status.

It shall be the duty of the Commission to notify the Union whenever the services of any Commission employee in a class in this unit are engaged or terminated.

B. Disciplinary Action.

The Commission shall notify the Union in writing of any intended dismissal, suspension or reduction in rank employees covered by the Memorandum of Understanding. The same day that the notice of intended action is served to the employee, a copy of the notice shall be either a) hand-delivered to the Union with all attachments, or b) faxed to the Union without attachments and sent to the Union by First Class Mail with all attachments.

C. The Commission shall, on a biweekly basis, provide the Union with a disk of payroll information with the same elements as were provided by the County of Santa Cruz on or before November 4, 2006.

D. Union Notification.

Except in cases of emergencies, the Union shall be given five (5) working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be adopted by the Commission or management and shall be given the opportunity to meet and confer with the Commission prior to its adoption. The impasse procedures shall be in accordance with Government Code 3505.

E. Contracting Out.

The Commission agrees that prior to taking action to contract out functions or activities now performed by employees in the CORE Representation Unit, the Commission will provide the Union with reasonable written notice and will meet with the Union and discuss alternative ways to achieving the Commission's objectives. The Commission agrees that, prior to taking action to layoff employees in the CORE Representation Unit, the Commission will discuss alternative ways of achieving the Commission's objectives with the Union.

3.7 UNION LEAVE AND TIME OFF

The Commission acknowledges that Commission employees who are Union board members or Shop Stewards have an important role in development and maintenance of harmonious labor relations. Further, the Commission acknowledges that effective representation requires participation in training and Union activities and that reasonable time off without pay should be available for such purposes. The Union acknowledges the Commission's priority for Commission programs and services and projects. The Union recognizes the need for notice and limitations in the administration of this Article. Further, the Union recognizes that an employee/Union board member or Shop Steward may have specialized skills, abilities and knowledge, which are necessary and cannot be reasonably replaced. The Commission and Union agree that an employee/Union board member or Shop Steward shall be entitled to an aggregate of five (5) days per calendar year time off without pay for Union training and activities subject to the following limitations:

A. Two (2) weeks advance notice of each absence, unless mutually waived.

B. No more than one (1) employee may be off at the same time and no more than two (2) employees may take time off work under this Article in any calendar year.

C. The employee has skills, talents, abilities and knowledge, which can reasonably be replaced.

A leave without pay may be granted by the Executive Director for a period of twelve (12) months. The Executive Director's decision on such leaves is final. A person granted such leave who has permanent status in her/his class shall have the right to return to a position in that class. While on such leave, the person shall not be considered a Commission employee for any purpose

except, for an employee with permanent status in her/his class, the right to return at the expiration of the leave.

ARTICLE 4 UNION SECURITY

4.1 RELATIONSHIP AFFIRMATION

The Union recognizes its obligation to cooperate with the Commission to maximize service of the highest quality and efficiency to the citizens of Santa Cruz County, consistent with its obligations to the employees it represents. The Commission and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

4.2 NOTICE OF RECOGNIZED UNION

The Commission shall give a written notice to persons being processed for regular employment in a class represented by the Union. The notice shall contain the name and address of the Union and the fact that the Union is the exclusive bargaining representative for the employee's unit and class. The Commission shall give the employee a copy of the current Memorandum of Understanding.

4.3 AGENCY SHOP

A. Except as provided in Sections 4.4 of this Article (Article 4), each person appointed to a class in the CORE Representation Unit, shall, and as a condition precedent to employment, be required to execute an authorization for the payroll deduction of Union dues, or of a service fee not to exceed Union dues, and shall continue said authorization during the period of employment. Said authorization shall be made on a form provided by the Union and approved by the Commission. The Union shall receive copies of executed authorization forms from the Commission. Payroll deductions shall commence on the third pay period of employment.

B. Except as provided in Sections 4.4 of this Article (Article 4), each person employed in the CORE Representation Unit shall be liable for payroll deduction of Union dues, or of a service fee not to exceed Union dues during the term of this Memorandum of Understanding. Commencing three pay periods following the effective date of this section and continuing for the duration of this Memorandum of Understanding, the Commission shall make payroll deductions of Union dues or a service fee not to exceed Union dues or a charitable contribution as provided in Section 4.4(b) This obligation supersedes the provisions of the Commission's Employee Relations Resolution.

4.4 EXCLUSIONS

A. Employees in positions designated as confidential employees are excluded from the provisions of this Article (Article 4). No positions are currently designated as confidential. Employees designated as confidential may be changed by the Commission in accordance with provisions of the Memorandum of Understanding and of the Commission's Employee Relations Resolution.

B. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment, and is excluded from the provisions of Section 4.3 of this Article. Such employee shall authorize a payroll deduction in an amount equal to service fees to a non-religious, non-labor, charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Said payroll deduction shall be made to an organization for which payroll deductions have been arranged through the Commission Auditor-Controller.

Each person requesting exemption from the provisions of Sections 4.3(A) and 4.3(B) of this Article shall file a claim with the Union on a form provided by the Union and approved by the Commission. A claim for a religious exemption from Section 4.3(A) must be filed with the Commission Administrative Services Officer (ASO) as a condition precedent to employment. Should an employee request termination of dues deduction or service fee because the employee asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting employee organizations, the employee must file a claim of religious exemption at the Commission ASO on a form provided by the Union, approved by the Commission, and available from the Commission ASO. Such claims filed with the Commission shall be promptly forwarded to the Union for processing. The Union shall review all claims for religious exemption and notify the employee and the Commission of approval or denial of the claim within forty (40) calendar days of receipt by the Union.

Deduction of charitable contributions shall begin following resolution of the employee claim for religious exemption. If the exemption is approved, any service fee collected from the employee since date of filing shall be returned to the Auditor-Controller for distribution in accordance with the second paragraph of Section 4.4 (b) of this Article.

4.5 FINANCIAL REPORT

The Union shall maintain an adequate itemized record of its expenditures and financial transactions and shall make available annually to the Commission and to the employees who are in the unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

4.6 INDEMNIFY AND HOLD HARMLESS

The Union indemnifies and holds the Commission, its officers, and employees acting on behalf of the Commission, harmless and agrees to defend the Commission, its officers, and employees acting on behalf of the Commission and all claims, demands, suits including attorney costs and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the Commission under the provisions of this Article (Article 4, Sections 1 through 8).

4.7 PAYROLL DEDUCTIONS AND PAY OVER

The Commission shall deduct Union dues or service fees and premiums for approved Union insurance programs from the pay of employees in the CORE Representation Unit in conformity with Commission regulations. The Commission shall promptly pay over to the designated payee all sums so deducted.

ARTICLE 5 PEACEFUL PERFORMANCE

5.1 The Union and its representatives agree that it and they will not engage in, authorize, sanction, or support any Commission employee strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment provided such equipment is safe and sound, or to perform customary duties. Neither the Union nor any representative thereof shall engage in any job action for the purpose of effecting changes in the directives or decisions of management of the Commission, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

A violation of this section as determined by the Commission Executive Director may result in the cessation of Union dues deduction by the Commission and the suspension of Article 4 of this Memorandum of Understanding.

5.2 In the case of a legally declared strike against another employer which has been sanctioned and approved by the central labor council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided that the employee advises his/her supervisor prior to leaving the picketed location and provided further that an employee may be required to cross a picket line where the performance of his/her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health, safety, or welfare.

Any employee who participates in any activities prohibited by this Article shall be subject to discharge or to such lesser discipline as the Commission Executive Director shall determine; provided, however, that the employee shall have recourse to the disciplinary appeal procedures as to the question of whether he/she in fact participated in such prohibited activity.

5.3 The Commission shall make its best effort to enforce the terms of this Memorandum on the part of its management personnel; the Union shall make its best effort to enforce the terms of this Memorandum on the part of the employees it represents. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline, up to and including discharge.

ARTICLE 6 NON-DISCRIMINATION

6.1 Fair Employment Practices/Equal Employment Opportunity/Non-Discrimination.

The Commission and the Union agree that no person employed or applying for employment shall be discriminated against on the basis of race, color, religion, disability, medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 18), pregnancy, gender, veteran's status, or any other non-merit factor except where sex or physical capability is determined to be a bona fide occupational qualification

after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support efforts which are intended to achieve equal employment opportunity as provided for in Federal, State and Commission requirements.

6.2 Union Activities.

Neither the Commission nor the Union shall interfere with, intimidate, coerce or discriminate against Commission employees because of their exercising their right to form, join and participate in activities of the Union or providing testimony to any public body including the Commission, or exercising their right to refuse to join or participate in the activities of the Union.

ARTICLE 7 PAY

7.1

A. General Adjustments

Effective September 8, 2007, the hourly rates for steps in the salary range for each class shall be increased by 1.0%. Effective September 6, 2008 the hourly rates for steps in the salary range for each class shall be increased by 3.0%. Effective September 5, 2009 the hourly rates in the salary range for each class shall be increased 3.0%.

B. Special Adjustments

Full parity, consistent with the 2007 Santa Cruz County SEIU Compensation Survey and shown below, should be granted over the term of the contract. 1/3 of Parity shall be effective March 8, 2008, 1/3 of Parity effective September 6, 2008 and 1/3 of Parity shall be effective September 5, 2009.

C. Signing Bonus

	Position Title	Total % Parity	
Employees shall bonus of \$80.00 (less payroll tax	Accounting Technician	5.22%	receive a one-time legally required deductions).
	Transportation Planner II	3.84%	
D. The Commission under this agreement any other salary equity, during the unless required by statute(s) or regulation(s).	Transportation Planning Tech	3.84%	has no obligation to meet and confer on issues, including pay term of the agreement newly adopted
	Transportation Planner I	3.84%	
	Transportation Planner III	3.84%	
	Transportation Planner IV	3.84%	

7.2 REQUIREMENTS FOR STEP INCREASES

Step advancements are predicated upon merit and length of service, and each part-time or full-time employee may receive an increase at the completion of 2080 hours of paid time their current step, and a overall performance rating of "meets job standards" or above up to and including the

maximum step of the employee's salary range as set forth in the salary schedule of the Commission.

For employees who are reinstated, the beginning date for purposes of accrual of hours of service for step advancement shall be the date of reinstatement; except that if the reinstatement is that of an employee who was laid off from a budgeted limited-term position and not more than twelve months has elapsed since such lay off, the employee shall receive credit for hours of service previously accrued in the step held when his/her employment ended.

7.3 SALARY UPON APPOINTMENT TO HIGHER CLASS

The salary of employees who are appointed to a higher class shall be placed on the step in the salary range for the higher class which will provide an increase above the salary step in the lower class which is closest to 10%.

7.4 LATE EVALUATIONS

Failure of a supervisor to recommend a step advancement in accordance with Article 19.5, shall be considered to be a recommendation of step advancement effective on the due date.

7.5 EFFECTIVE DATE OF TRANSACTIONS

Personnel/payroll transactions not effective on the first day of a pay period shall have an effective date of the first day of the next pay period, unless an exception is approved by the Executive Director and Auditor-Controller. Examples of such transactions include: promotions, demotions. Step increases which would be effective the first week of the pay period shall have an effective date of the first day of that pay period, step increases which would be effective the second week of the pay period shall have an effective date of the first day of the next pay period.

The following transactions are excluded from the provisions of this Article: original appointments, separations, leaves of absence without pay, return from leave of absence without pay.

7.6 WORK IN A HIGHER CLASS

In the event of an absence of an employee for any reason, a regular employee may be temporarily assigned by the Executive Director to perform a majority of the duties of the position of the absent employee or vacant position. An employee is not eligible for these provisions if the assignment to be made is within the same alternately staffed classifications. The following conditions must be met for the employee to receive pay for work in the higher class:

A. The employee must meet the employment standards for the higher class;

B. Appointments shall be for absences or vacancies exceeding forty (40) cumulative hours in any calendar year. No time served in "Work in a Higher Class" appointment shall contribute towards acquiring probationary or permanent status in the higher class;

C. All "Work in a Higher Class" assignments shall be in writing. No such temporary assignment shall continue for longer than sixty (60) days except that one additional temporary appointment for a maximum of sixty (60) days may be authorized by the Executive Director provided that valid reasons exist to justify the extension. These "Work in a Higher Class" provisions shall not supplant existing provisions with respect to appointments to vacant positions.

ARTICLE 8 CLOTHING REIMBURSEMENT

The Commission employees can submit a claim to the Executive Director for reimbursement of job related damage or destruction of clothing.

ARTICLE 9 RETIREMENT

9.1 RETIREMENT (PERS) - LOCAL MISCELLANEOUS MEMBERS

A. The Commission contracts with PERS for the 2% at age 55 Miscellaneous retirement plan.

1. Effective pay period 21 in 2007, the RTC shall pay on behalf of all employees covered under PERS Miscellaneous the full Employee and Employer contribution. The employer payment of the employee PERS contribution under this agreement is not considered earnings and is not subject to FICA or tax withholdings. Employees do not have the option to choose to receive the employee pick-up PERS contribution directly instead of it being paid by the employer.

B. Implementation of IRC Section 414(h)(2)

The Commission agrees to take the necessary steps to implement the employer pick-up provisions of Internal Revenue Code Section 414(h)(2) for employees within this unit. Pursuant to Section 414(h)(2), the Commission will designate the amount that the employee is required to pay for PERS retirement benefits, in accordance with Subsection A.1. of this Article (9.1) immediately above, as being "picked-up" by the Commission and treated as employer contributions for tax purposes only. By having the Commission use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the Commission. The parties agree that, in the event the law changes such that costs are imposed on the Commission for exercising the employer pick-up option under IRC Section 414(h)(2), the Commission shall immediately cease designating the employee contribution as being "picked-up" by the Commission and such PERS contributions shall revert to being made on a post-tax basis.

9.2 Social Security Options

A. A divisional election will be held to determine employee participation in Social Security. An individual's vote cast in the election, either to join Social Security or to opt out, are binding and irrevocable per Social Security law.

- B. Social Security participation for those opting into Social Security shall begin on a date to be determined by all RTC employees. Should the effective date be other than November 4, 2006, the RTC shall refund to employees the employee share, plus any interest accrued, for the period November 4, 2006 to the effective date of Social Security participation. For the same period the employer share, plus any accrued interest, shall be paid into the RTC deferred compensation plan on behalf of employee.
- C. For those employees who opt out of Social Security, the employee paid share held in trust, plus any interest accrued, shall be returned to the employee at the same time as the payment is made to Social Security for those opting into Social Security. The employer share held in trust, plus any interest accrued, shall be deposited into the RTC deferred compensation plan on behalf of the employees employed during the period of time the funds were deposited.
- D. For those employees opting out, an amount equivalent to the employer's share of Social Security shall be paid on behalf of the employee into the RTC deferred compensation plan, until the employee terminates employment with the RTC, or in the event opt out is prohibited by Social Security law.
- E. Delayed deposit of the employer's share amount held in trust may be required for any employee who has previously made the maximum contribution to deferred compensation for the tax year.

9.3 EMPLOYEE BUY BACK OF MILITARY SERVICE

The Commission's contract with PERS permits employees to buy back prior military service at the employee's expense.

9.4 EMPLOYEE BUY BACK OF PEACE CORPS AND VISTA SERVICES

The Commission's contract with PERS permits employees to buy back prior Peace Corps and VISTA service at the employee's expense.

9.5 PRE-RETIREMENT OPTIONAL SETTLEMENT 2 DEATH BENEFITS FOR MISCELLANEOUS MEMBERS

The Commission's contract with PERS allows for the PERS Pre-Retirement Optional Settlement 2 Death Benefit for Miscellaneous members. This contract amendment allows the spouse of a deceased member who was eligible to retire for service at the time of death to elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum basic death benefit, this benefit provides a monthly allowance equal to the amount the member would have received had the member retired for service on the date of death and elected Settlement 2, the highest monthly allowance a member can leave a spouse.

ARTICLE 10 INSURANCE BENEFITS

Plan Documents Controlling.

The following is only a summary of the terms of enrollment and benefits for employee insurances available to employees in this bargaining unit. In the event of a discrepancy between Article 10 and the insurance plan document, the plan document for insurances specified below (medical, dental, vision, long term disability, life) is controlling. Copies of plan documents are available to employees from the ASO.

10.1 MEDICAL COVERAGE & FLEXIBLE CREDIT

PERS offers employees choices in medical plans. Enrollment of some domestic partners is permitted in PERS medical.

A. Employees in this bargaining unit may enroll in a medical plan offered by PERS in accordance with the provisions of the Public Employees' Medical & Hospital Care Program or a PERS approved Commission offered alternate medical plan. Employees have the option of enrolling their eligible dependents in a PERS approved Commission offered medical plan. Alternate medical plans must conform to PERS plans, rules, and regulations.

B. For coverage during the term of this agreement the Commission shall contribute to PERS Public Employees' Medical & Hospital Care Program or any other PERS approved Commission offered alternate medical plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:

1. For the remainder of calendar year 2007, the Commission will provide the following monthly medical contribution for active employees:

Employee Only: 95% of the 2007 premium for Blue Shield HMO (\$460.00)

Employee + one dependent: 75% of the 2007 premium for Blue Shield HMO (\$726.32)

Employee + two or more dependents: 75% of the 2007 premium for Blue Shield HMO (\$944.21)

2. For calendar year 2008, the RTC will provide the following monthly medical contribution for active employees:
 - a. Employees only: 95% of the 2008 premium for Blue Shied Access (EXT) HMO (\$506.28)
 - b. Employees + one dependent: 80% of the 2008 premium for Blue Shield Access (EXT) HMO (\$852.69)
 - c. Employees + two or more dependents: 80% of the 2008 premium for Blue Shield Access (EXT) HMO (\$1,108.50)
3. Beginning in calendar year 2009, the RTC and Union agree to participate in a Flexible Credits Program in accordance with IRS Section 125 provisions. Further information about the Flexible Credits Program can be found in Article 10.12.
4. For calendar year 2009, the RTC will provide monthly benefit contributions for active employees:

- a. Flexible Credit Contribution
 - (1) Employees only: 95% of the 2009 premium for Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 3(b)(1) below
 - (2) Employees + one dependent: 85% of the 2009 premium for Blue Shield Access (EXT) HMO less the PEMHCA contribution in 3(b)(1) below
 - (3) Employees + two or more dependents: 85% of the 2009 premium for Blue Shield Access (EXT) HMO less the PEMHCA contribution in 3(b)(1) below
 - b. PERS PEMHCA CONTRIBUTION
 - (1) EE only = \$456
 - (2) EE+one dependent = \$507
 - (3) EE+two or more dependents = \$563
5. For calendar year 2010, the RTC will provide monthly benefit contributions for active employees:
- a. Flexible Credit Contribution
 - (1) Employees only: 95% of the 2010 premium for Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 3(b)(1) below
 - (2) Employees + one dependent: 90% of the 2010 premium for Blue Shield Access (EXT) HMO less the PEMHCA contribution in 3(b)(1) below
 - (3) Employees + two or more dependents: 90% of the 2010 premium for Blue Shield Access (EXT) HMO less the PEMHCA contribution in 3(b)(1) below
 - b. PERS PEMHCA CONTRIBUTION
 - (1) EE only= \$507
 - (2) EE+one dependent\$557
 - (3) EE+two or more dependents = \$613

Employees in this representation unit hereby authorize the Commission to make a payroll deduction in the amount equivalent to the remainder of the premium required for the Public Employees' Medical & Hospital Care Program, or any other PERS approved Commission offered alternate medical plan in which they and their dependents are enrolled.

C. Employees hereby authorize the Commission to make a payroll deduction for the payment of the required PERS administrative fee based upon the plan selected by the employee.

D. Should PERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contributions required by PERS.

E. Pre-Tax Dollar Program. The Commission will make available to members of this representation unit a voluntary program of pre-tax dollar contributions as provided in Internal Revenue Code Section 125.

F. Survivor Coverage.

Upon the death of an active employee who has dependents covered under a medical plan offered through the Commission, the Commission shall provide coverage under that plan five (5) months following the death of the employee for the surviving eligible dependents.

G. Retiree Health Care

1. Employees in this bargaining unit who retire through PERS may enroll in a PERS health plan or any Commission offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care Program and PERS regulations.

a. For the remainder of 2007, the Commission will provide monthly contributions for retirees not to exceed the actual cost of the plan selected:

- (1) Retiree only: \$357 per month
- (2) Retiree plus one: \$407 per month
- (3) Retiree plus two or more: \$463 per month

b. For calendar year 2008, the RTC will provide the following monthly medical contributions for retirees, not to exceed the actual cost of the plan selected:

- (1) Retiree only: \$407 per month
- (2) Retiree plus one: \$507 per month
- (3) Retiree plus two or more: \$563 per month

c. For calendar year 2009, the RTC will provide the following monthly medical contributions for retirees, not to exceed the actual cost of the plan selected:

- (1) Retiree only: \$457 per month
- (2) Retiree plus one: \$507 per month
- (3) Retiree plus two or more: \$563 per month

d. For calendar year 2010, the RTC will provide the following monthly medical contributions for retirees, not to exceed the actual cost of the plan selected:

- (1) Retiree only: \$507 per month
- (2) Retiree plus one: \$557 per month
- (3) Retiree plus two or more: \$613 per month

2. Nothing in this agreement guarantees continued medical insurance coverage upon or after the expiration of this agreement and the underlying Memorandum of Understanding for retirees, their dependents, or their survivors. The Commission reserves the right to make modifications to retiree medical coverage, including termination of coverage, upon or after the termination of this Memorandum of Understanding.

10.2 DENTAL CARE

The Commission offers two dental plans. One is Delta Dental. This is a "fee-for-service" plan. Enrollees may go to any dentist and be reimbursed 80% for basic and preventative services and 50% on major services. Or enrollees may go to a preferred provider and be reimbursed at 100% for basic and preventative services and 60% for major services. The other plan is PMI and covers most services at 100%. This plan also has some orthodontia coverage. The Commission agrees to

continue to pay the premium for eligible employees and dependents for dental coverage during the term of this agreement. The annual cap under the dental care program is \$1200 per year per enrollee.

10.3 VISION PLAN

Employees are entitled to an eye examination and lenses every year and frames every two years. There is an annual deductible of \$25.00.

A. The Commission agrees to pay the premium for the employee only and to maintain the vision care benefits during the term of this agreement. The Commission agrees to pay for any increase in the premium for employee only coverage for vision care benefits during the term of this agreement. Employees may elect to pay for vision coverage for eligible dependents through voluntary payroll deductions and will be responsible for any increases during the term of this agreement.

B. The Vision Plan will permit the one-time enrollment of a dependent at any time through age five (5). Any dependent who is enrolled under Vision coverage must continue in such coverage for a minimum of one year, unless the employee separates from Commission service prior to the end of that year.

10.4 LONG TERM DISABILITY (LTD)

A. Employees are entitled to receive 60% of the first \$3,000 of their pre-disability basic monthly earnings under the current Commission LTD. There is a thirty- (30) day waiting period and the benefit is available for two (2) years. The Commission agrees to pay the premium, including any increases, and to maintain the long-term disability plan for the employees in the CORE Representation Unit.

B. SEIU in conjunction with the RTC agrees to research long and short-term disability (LTD & STD) insurance programs including SDI. A new LTD program would be integrated with STD and may be supplemented with annual leave for employees in the bargaining unit. Should the bargaining unit choose a STD such as State Disability Insurance Program or other program, solely funded by employee contributions, the RTC will apply its current LTD contribution to a LTD that will cover employees at the completion of STD. The parties agree that, during the term of this contract, no new RTC monies will be allocated if SEIU chooses to change the current LTD structure.

Upon selection of a new STD and LTD program and prior to the implementation of any benefit change and associated payroll deduction, SEIU will present the matter to the unit for a vote on the benefit change.. If 50% plus one of those voting agree to the benefit change, the new STD will be adopted. Enrollment in the STD plan and employee payroll deductions shall be mandatory for all SEIU employee classes covered by the current LTD plan.

The RTC will cooperate in the implementation of the payroll deduction. The RTC will meet and confer with SEIU regarding costs for administration. Any additional costs that are agreed to shall be recovered through payroll deduction. Implementation shall not occur until January 2008 or later. Should SEIU choose a program such as SDI, which has a seven- (7) month waiting period

before employees may access benefits, the current LTD program will remain in effect during the initial implementation waiting period. The new LTD plan would be effective upon the cessation of the current LTD program.

10.5 LIFE INSURANCE

The Commission agrees to maintain and pay the premium for a \$20,000 life insurance plan with Accidental Death and Dismemberment (AD&D) for eligible employees during the term of this agreement. The amount of coverage decreases for employees age seventy (70) and above in accordance with the terms of the plan document. Effective January 1, 2008 employees will be allowed to purchase additional life insurance for up to \$300,000.

10.6 PART-TIME EMPLOYEE INSURANCE BENEFITS

The Commission agrees to pay for the entire employee coverage for employees who occupy part-time positions (20 hours or more) in the same manner as is provided for regular full-time employees for medical, dental, vision, life, and long term disability insurance benefits.

10.7 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY

"Advance payment" means payment must be received by the Finance Officer or postmarked by 5:00 p.m. on the last working day of the pay period in which the payment is due. If the last day of the pay period is a holiday, payment must be postmarked or received by the Finance Officer by 5:00 p.m. on the first full working day following the holiday.

A. Employees granted leave of absence without pay of one full pay period or longer must notify the Executive Director, or designee and make arrangements for payment of insurances in advance. For continuance of medical coverage through PERS, the employee must apply to PERS in advance of the leave of absence without pay. Forms for this purpose are provided through the ASO. The only exception to advance payment is in the case of an emergency beyond the control of the employee and where payment shall be made at the earliest possible time after the leave commences. This exception only applies to payment for life, long term disability, vision and dental insurances. Should employees and/or their dependents not be covered during a leave of absence without pay of the employee, they will be treated as initial enrollees for dental and vision insurances for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

B. When an employee is on a leave of absence without pay for one full pay period or longer for any reason, and is not receiving benefits through the Long Term Disability (LTD) Plan, coverage under employee insurances (e.g., medical, life, dental, vision, long-term disability) ceases for the employee and any dependents the beginning of the first full pay period of leave of absence without pay except as provided in 1 and 2, immediately below.

1. Family Care or Medical Leave ("FMLA Leave"). The Commission shall, as required by Federal or State law, make the same contributions for employee insurances for eligible employees on an approved FMLA leave of absence without pay as if the employee were working or on paid leave. The employee shall be responsible for payment in advance of his/her portion of premium contributions for insurances and for any PERS administrative

fee during such leave of absence without pay. Failure by the employee to make required payments in advance shall result in the employee and any dependents losing coverage under employee insurances. Should the period of leave of absence without pay extend beyond the duration of any approved FMLA leave for which the employee is entitled, payments for continued employee insurance coverage shall be as specified elsewhere in this Section (10.7).

2. Continuation of Employee Insurance Coverage While Receiving LTD Benefits (other than FMLA leave).

a. The Commission's contribution towards the employee's (but not dependent) dental coverage, vision coverage, life insurance coverage and LTD coverage shall continue during the period a current employee receives benefits through the LTD plan while on a leave of absence without pay. An employee may be required to pay for the Commission's contribution towards coverage in advance and be reimbursed by the Commission if confirmation is received that he/she is receiving LTD Benefits.

The Commission's contribution towards the employee's (but not dependent) coverage under the elimination period for Long Term Disability, provided the employee contacts the Commission ASO to apply for LTD and provided that, should the employee not receive Long Term Disability Benefits, the employee must repay to the Commission all contributions for insurances during the leave of absence without pay. The Commission shall have the right to recover its contributions towards the employee's coverage through attachment of wages, including payoffs upon separation, civil action, or other actions.

b. The Commission shall pay the employee only portion, not to exceed the maximum Commission contribution for employee only coverage (e.g., \$404.23 per month as of May 2006) towards PERS medical insurance premium contributions during the period a current employee receives benefits through the LTD plan, while on a leave of absence without pay. An employee may be required to pay the Commission's contribution towards coverage in advance and be reimbursed by the Commission if confirmation is received that he/she is receiving LTD benefits. The Commission's contribution towards the employee's (but not dependent) coverage under employee's PERS medical plan while the employee is on a leave of absence without pay during the elimination period for Long Term Disability, provided the employee contacts the Commission to apply for LTD and provided that, should the employee not receive Long Term Disability Benefits, the employee must repay to the Commission all contributions during the leave of absence without pay. The Commission shall have the right to recover its contributions towards the employee's coverage through attachment of wages, including payoffs upon separation, civil action, or other actions. Employees are responsible for payment of the remainder of the PERS medical insurance premium contribution during any leave of absence without pay of one full pay period or longer, including any PERS administrative fee. To continue coverage during the leave of absence without pay, the employee must apply in advance of the leave to PERS through the Commission ASO and make payments

to continue coverage of the employee and any eligible dependents. Failure by the employee to pay such contributions in advance shall result in the employee and any dependents losing coverage under the plan.

3. For any other leave of absence without pay of one full pay period or longer, the employee is responsible for payment in advance of the entire contribution for all employee insurances, plus any PERS administrative fee.

10.8 LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENTS

Employees shall be liable for payment for all services received by ineligible dependents and for any contributions made on the dependent's behalf by the Commission. It is the responsibility of each employee to notify the Commission ASO upon any enrolled dependent(s) becoming ineligible.

10.9 ENROLLMENT AND RE-ENROLLMENT OF EMPLOYEES AND DEPENDENTS

All employees must enroll in dental, vision, life and long-term disability group insurances provided for employees in the CORE Representation Unit. Such employees may enroll eligible dependents under the enrollment and eligibility provisions specified in the plan documents for the group dental and vision insurances. Any dependents of an employee must be enrolled in the same dental plan as the employee.

10.10 Plan Changes

The Commission shall meet and confer with the Union prior to making any changes in medical, dental, life, Employee Assistance Program (EAP) or vision providers or changes to dental and vision summary plan documents during the term of this agreement.

10.11 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Commission provides an Employee Assistance Program through MHN CSAC-Excess Insurance Authority Consortium.

10.12 FLEXIBLE CREDIT PROGRAM

Effective January 1, 2009, the RTC shall implement a Flexible Credit Program. Employees must be enrolled in PERS PEMHCA health plan to participate. Enrollment status in a health plan determines the level of Flexible Credit an employee is eligible to receive (Section 10.1).

ARTICLE 11 MEAL PERIODS, REST PERIODS, CLEAN-UP TIME

11.1 MEAL PERIOD

All full-time employees shall be granted a meal period not less than thirty (30) minutes, scheduled at approximately the mid-point of the work period. Employees required to be at work stations for eight (8) or more consecutive work hours shall have their meal period during work hours.

11.2 REST PERIODS

All employees shall be granted a rest period during each four (4) hours of work. Supervisors may make reasonable rules concerning the rest period scheduling. Rest periods not taken shall be waived.

ARTICLE 12 OVERTIME

12.1 DEFINITION

Overtime is any authorized time worked in excess of forty (40) hours per week, in a seven (7) consecutive day (i.e., 168 consecutive hours) work period. Employees shall receive payment for all overtime worked in the amount of one and one-half times their FLSA "regular" hourly rate.

12.2 AUTHORIZATION

Employees cannot work overtime without the advance approval of their supervisor. Advance approval may include written instructions from their supervisor for standard situations, and such instructions may be changed by supervisors from time to time.

12.3 COMPUTATION

A. Unless specifically provided otherwise in this Article, paid time off from work for any purpose shall not count as time worked for purposes of overtime, including but not limited to: annual leave; sick leave; vacation; court leave; any balance of compensatory time; paid leave for participation in Commission examinations or selection interviews or for purposes of donating blood; pay for time not worked in the event of a natural disaster; and mandatory leave with pay.

B. Holidays.

1. When a holiday falls on an employee's regular work day, the hours of holiday leave shall be counted as time worked for purposes of computing overtime whether the holiday is worked or not, and hours worked on a holiday shall be counted as time worked for purposes of computing overtime.
2. Holidays which occur on a day other than the employee's regularly scheduled work day shall not be counted as time worked for purposes of computing overtime.

12.4 COMPENSATION

Employees shall receive payment for all overtime worked in the amount of one and one-half times their hourly salary rate, except as provided immediately below. Upon the approval of the supervisor, employees may receive compensatory time for overtime worked in lieu of overtime pay.

Compensatory time shall be compensated at the rate of one and one-half hours of compensatory time for each hour of overtime worked in lieu of compensation in cash. However, overtime shall

be compensated in cash whenever and to the extent that overtime would result in a compensatory time balance to the credit of an employee in excess of eighty (80) hours. (80 hours of compensatory time represents 53.3 hours of overtime work.)

Regardless of whether overtime is compensated in cash or compensatory time, any differentials/ premium pay applicable in the work period when the overtime is worked shall be shown on the time card for that period, and shall not be shown on the time card when any resultant compensatory time is taken off.

12.5 COMPENSATORY TIME

A. If an employee makes a request in writing and gives reasonable advance notice (i.e., at least two weeks in advance) and said time off request does not unduly disrupt the operation of the agency, the supervisor shall grant the request to use compensatory time previously earned.. The Commission cannot require employees to take compensatory time off for the purpose of avoiding overtime pay.

B. Employees being appointed to a position in this representation unit from another unit in which they have earned compensatory time must use or be paid off for such compensatory time at the time of their appointment to a position in this representation unit.

12.6 DISTRIBUTION OF OVERTIME

The distribution of overtime shall not be arbitrary or capricious. Overtime work shall be distributed among workers in the same classification series and applicable work unit as equally as practical. Whenever practical, the principle of seniority shall be applied in the offering of overtime. When a legitimate reason for declining overtime is presented to management, a reasonable effort will be made to accommodate the employee.

ARTICLE 13 CALL BACK DUTY

A. Defined. Employees who are ordered to return to their work site or another specified work site by the supervisor following the termination of their normal work shift shall be considered to be on call-back unless otherwise provided in this Article (13). Responses to phone calls or performing work at home shall not be considered call-back duty. Travel time to and from the work site shall not be considered time worked. If an employee has physically left home and receives a call canceling a call-back, the two- (2) hour minimum in B, below, shall apply. Such payment shall not be considered for time worked.

B. Compensation. Employees who are called back shall be compensated for the actual time worked at one and one-half times their regular hourly rate provided that a minimum of two (2) hours of overtime compensation shall be allowed for all periods of work less than two (2) hours.

ARTICLE 14 DIFFERENTIALS

The payment of differentials is assignment based.

14.1 APPLICATION

A. Any of the differentials of this Article shall be paid on all time in a paid status.

B. Any of the differentials of this Article shall be paid at one and one-half the specified rate for overtime hours worked.

14.2 BILINGUAL PAY DIFFERENTIAL

A. The Commission shall provide bilingual payment of an additional \$0.50 per hour above the base hourly rate where: the position is designated as requiring bilingual skills at Level One and the employee is certified as qualified at Level One, by the Commission.

The Commission shall provide bilingual payment of an additional \$0.85 per hour above the base hourly rate where the position is designated as requiring bilingual skills at Level Two and the employee is certified as qualified at Level Two by the Commission.

"Level One" is the ability to converse in the second language(s) and to read English and translate orally into the second language(s). "Level Two" is the ability to converse in the second language(s); to read English and translate orally into the second language(s); read the second language(s) and translate orally into English; and to write in the second language(s).

B. Bilingual pay shall be initiated at the beginning of the pay period after the criteria outlined herein are met.

C. The Commission shall periodically review positions covered by these provisions to determine the number, location, language and/or level of bilingual skill required of positions to be designated as requiring bilingual skills. The Commission may require retesting of employees for the purpose of certifying that employees possess the necessary skill level.

D. Bilingual pay shall be removed when the criteria as outlined herein cease to be met.

14.3 LONGEVITY DIFFERENTIAL

Employees who have completed 52,000 hours (equivalent to approximately 25 years of full-time employment) shall be paid a Longevity Differential of 3.0% of their base hourly rate.

ARTICLE 15 OTHER COMPENSATION PROVISIONS

15.1 AUTOMOBILE MILEAGE REIMBURSEMENT

A. The Commission agrees to reimburse employees for authorized use of their private automobiles at the Internal Revenue Service maximum allowable rate as confirmed by the Auditor-Controller.

B. Changes to the above rate will commence the first day of the month which occurs thirty (30) days after the publication of the change of the IRS allowable rate in the Federal Register.

15.2 REIMBURSEMENT FOR PROPERTY DAMAGE

In the event that an employee, required by his/her supervisor to use a private automobile on Commission business, should incur property damage in connection with a vehicle accident, and the employee is unable to recover the costs of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the Commission in the sum not exceeding \$500.00 provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage.

15.3 REIMBURSEMENT FOR LICENSES OR CERTIFICATES

Employees may be reimbursed for the cost of licenses or certificates required to perform their duties under the following conditions:

A. Licenses and certificates covered must be required by Federal, State or Local laws or by class specifications. Fees for California drivers licenses shall not be reimbursed under these provisions.

B. Maximum reimbursement shall be \$600 per calendar year. No reimbursement shall be made for fees of less than \$5. Employees shall not be reimbursed for the same license/certificate under this Article (15.3) and Article 25.

15.4 MEAL ALLOWANCE IN DECLARED EMERGENCY

The Commission E.D. may approve, after the fact, meal allowance payments for in- County meals under emergency conditions if the request is submitted within ten (10) working days. Meal allowance payments shall be in the amount of the maximum rate specified in Commission Procedures Manual.

Meal payment for breakfast is allowable:

If the required emergency work begins at least two (2) hours before the beginning of the regular workday.

Meal payment for lunch is allowable:

1. If the required emergency work begins at least two (2) hours before the beginning of the regular work day and ends at least two (2) hours after the ending of the regular work day; or
2. At least twelve (12) hours of required emergency work occurs, and the regular lunch period falls within those hours.

Meal payment for dinner is allowable:

1. If the required emergency work extends at least two (2) hours after the ending of the regular work day; or

2. At least eight (8) consecutive hours of emergency work is required on any non-workday, two (2) of which fall after the ending of the employee's regular workday.

ARTICLE 16 PAID LEAVE

16.1 HOLIDAYS

A. Holidays Specified

The following are Holidays which apply for eligible CORE Representation Unit employees:

1. January 1 - New Year's Day
2. The third Monday in January, known as "Martin Luther King Jr. Day"
3. The third Monday in February, known as "Presidents' Day"
4. March 31, known as "Cesar Chavez Day"
5. The last Monday in May, known as "Memorial Day"
6. July 4 - Independence Day
7. The first Monday in September, known as "Labor Day"
8. November 11, known as "Veterans Day"
9. The Thursday in November appointed as "Thanksgiving Day"
10. The Friday in November - the day after Thanksgiving Day
11. Half day on December 24 - "Christmas Eve"
12. December 25 - "Christmas".
13. One Floating Holiday

If January 1, March 31, July 4, November 11, or December 25 fall upon a Sunday, the Monday following is a Commission holiday; and if any of said dates fall upon a Saturday, the preceding Friday is a Commission holiday. Should December 25 fall on a Saturday, the preceding Friday is a Commission holiday and the half-day on December 24 will be treated as a Commission holiday for a half-day on the preceding Thursday. Should December 25 fall on a Sunday or Monday, the half-day on December 24 will be treated as a Commission holiday for a half-day on the preceding Friday.

Floating Holiday: All employees shall be credited with one Floating Holiday each calendar year, beginning in 2008, to be used on any date selected by the employee. Employees will be credited with one floating holiday each January 1st which must be used during the calendar year and may not be accumulated from year to year. The scheduling of floating holidays is pursuant the same rules applicable for approval of annual leave.

B. Special Holiday Compensation

1. Employees are required to work on the last Monday in May, July 4, and or the first Monday in September, Thanksgiving Day and/or December 25 holidays shall receive, in addition to holiday pay if eligible, one and one-half of their regular hourly rate for all hours worked on these days.

2. Management can approve employee requests to receive another paid day off in lieu of the scheduled holiday; however employees shall not receive special holiday compensation for holidays which they choose, but are not required to work on.

C. General Provisions

1. Compensation

a. When a holiday falls on an employee's regular workday, the employee shall be paid at the regular hourly salary rate for his/her normal schedule of hours of work as and for holiday leave.

b. When a holiday falls on a day other than the employee's regularly scheduled work day, the employee shall be paid at the regular hourly salary rate for his/her normal schedule of hours of work as and for holiday leave; or, the employee may be allowed to take an equal amount of time off work on a work day in the same work period as holiday leave in lieu of the holiday.

2. Non-Standard Work Schedule.

Employees whose weekly work schedule is different from a standard work schedule (i.e., eight hours a day, five days a week) shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays.

3. Qualifications for Pay.

In order to qualify for holiday compensation, the employee is required to work or be in a paid status (e.g., sick leave, annual leave) on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.

4. During Paid Leave.

A holiday falling within a period of leave with pay shall not constitute a day of paid leave.

5. Not Applicable to Overtime.

Holiday leave shall not count as hours worked for purposes of overtime, unless otherwise specifically provided in this Agreement. (See Article 12.)

6. Holiday Compensation - Part-Time Employees.

Employees in part-time positions shall receive holiday compensation as follows:

a. Holiday compensation shall be provided only for hours which are proportionate to those budgeted for the part-time employee's position (e.g., an employee working in a 20-hour-a week or half-time position would receive four hours of holiday compensation for a holiday occurring during the work week).

b. Holidays that occur on a day other than the part-time employee's regularly scheduled work day shall be compensated either by salary at straight time or allowing the part-time employee to take time off in the same pay period for the hours which are proportionate to the part-time position.

c. In order to qualify for holiday compensation, the part-time employee is required to work or be in a paid status (e.g., sick leave, annual leave) on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.

16.2 ANNUAL LEAVE

A. Eligibility

Annual leave benefits shall only be provided to those employees in classes assigned to the CORE Representation Unit, excluding temporary employees.

B. Initial Credit

Upon employment with the Commission, all CORE employees shall be eligible to receive an advance of the equivalent of three days of annual leave for the purpose of paid sick leave. Any advances will be offset against the regular rate of accrual on a per pay period basis until such time as the credit is exhausted.

C. Accruals

Permanent, provisional, probationary, reappointed from layoff, and reinstated employees shall accumulate annual leave for each completed hour of service:

0-10,400 hours of service (start of employment through 4 years);
.0846 hours per hour of service (approximately 22 days per year of service).

10,401-20,800 hours of service (approximately 5 through 9 years);
.1038 hours per hour of service (approximately 27 days per year of service).

20,801-31,200 hours of service (approximately 10 through 14 years);
.1231 hours per hour of service (approximately 32 days per year of service).

31,201 hours of service and over (approximately 15 years and over);
.1423 hours per hour of service (approximately 37 days per year of service).

Reappointed from layoff and reinstated employees shall receive credit for hours of service for hours accrued prior to layoff for purposes of determining accrual rate.

D. Conditions and Limitations on Use

1. Purpose.

Annual leave is a benefit provided for the employee in lieu of vacation and sick leave.

2. Employee Illness.

Annual leave with pay can be used in the case of a bona fide illness or incapacity of the employee upon the approval of the supervisor. The supervisor may require evidence in the form of a physician's certificate of the adequacy of the reason for any absence due to illness or incapacity of the employee. Any employee who is a member of a bona fide religion, body or sect which has historically held objections to medical science and practices may appeal the requirement to the Executive Director. Employees shall be given reasonable written advance notice of any requirements to provide medical verification.

a. Care of Immediate Family Member.

An employee may be granted permission to use annual leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. Immediate family shall mean son or daughter including variation of step or foster, spouse or domestic partner, parents, grandparents, grandchild, brother or sister of the employee or any person living in the immediate household of the employee.

Employees shall be granted permission to use accrued annual leave to attend to the illness of a child, parent or spouse of the employee. All conditions and restrictions placed by the employer upon the use by an employee of annual leave as sick leave also shall apply to the use by an employee of such leave to attend to any illness of his or her child, parent or spouse. As used in this paragraph: "child" means a biological, foster or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

3. Time for Annual Leave.

The scheduling of annual leave shall be determined by the supervisor after mutual consideration of employee convenience and administrative requirements. An employee's supervisor will respond in writing to written requests for annual leave within twenty-one (21) calendar days of receipt of the written request. If a request is denied, the supervisor will state the specific administrative requirements for the denial. It is understood that the criteria used by supervisors to prioritize annual leave requests may vary by function, specialty, occupational area, skill and/or organizational unit. The RTC will provide employees in this representation unit with written criteria by which the supervisor prioritizes annual leave requests. The scheduling of annual leave requests shall not be capricious or arbitrary.

4. Maximum Accrual.

Annual leave credit may only be accumulated to a limit of two and one-half (2 1/2) times the number of annual leave hours being earned.

5. Increments.

Supervisors may allow employees to take annual leave time off in increments as small as .01 hours.

6. No Loss of Credits.

No Supervisor shall cause an employee to lose earned annual leave credits.

7. Donations to Voluntary Time Bank.

All employees covered by this agreement may voluntarily participate in any Time Bank Program established by the Commission provided the terms of the program are met.

8. No Duplication with Workers' Compensation.

Accrued annual leave may be prorated to add to Workers' Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.

E. Annual Leave Payoff Upon Separation

Full-time and part-time employees who are eligible for annual leave under subsection 16.2 A of this section shall be paid the monetary value of any earned annual leave to their credit at the time they separate from Commission service. Payoff of unused annual leave upon separation eliminates all earned annual leave accrued to employees.

16.3 OTHER LEAVE WITH PAY

A. Required Court Leave

1. During Working Hours.

All employees shall be granted leave with pay from their work for such time as they may be required to serve in a court of law;

a. as jurors; or

b. as witnesses on behalf of the Commission, unless such service is part of the employee's work assignment; or

c. as witness as required by subpoena based on their occupational expertise as employees of the Commission, unless such service is part of the employee's work assignment.

2. Accumulation of credits for other paid leave shall continue in the same manner as would have been the case had the employees actually been at work in their Commission positions during the period of required court attendance, or the period of time taken off as provided in 3 and 4 below.

3. Employees required to serve in a court of law in accordance with 1, above, on their day off shall not be compensated for the period of required court leave but shall receive equal time off as leave with pay during the same or next work period and such leave with pay shall not be considered time worked for purposes of overtime.

4. No deductions shall be made from the salary of employees while on jury duty if they have waived or remitted to the Commission the fee for jury duty. If they have not so waived or remitted the jury fee, they shall be paid only for the time actually worked in their Commission positions.

B. Commission Examinations/Interviews

All employees shall be granted leave with pay from their work for a reasonable period of time to participate as candidates in examinations or selection interviews for promotional opportunities with the Commission.

C. Donation of Blood

All employees may be granted leave with pay from their work for two (2) hours at the time of donating and for the purpose of donating blood.

D. Natural Disaster

In the event of a natural disaster or equivalent event for which the Executive Director deems it necessary to temporarily close an affected Commission facility, the Executive Director shall authorize pay for time not worked by employees in this unit subject to the limitations of this section. Employees ordered to leave work or ordered not to report to work, shall receive "other leave with pay" as follows:

First Eight (8) Hours - 1 hour for each scheduled hour missed

Second Eight (8) Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by annual leave

Third Eight (8) Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by annual leave

Additional Hours - No compensation, except employee may use paid time off (i.e., annual leave, vacation, any compensatory time balance remaining)

E. Assault Leave

When an employee sustains a physical injury in the course of employment as a result of physical contact with another person which requires medical attention, and providing the injury is reported immediately to the employee's supervisor, he/she shall receive his/her hourly salary rate for regularly scheduled work hours each working day when disabled during the three (3) day waiting period provided by the California Workers' Compensation Act.

F. Bereavement Leave

Employees shall be granted bereavement leave with pay by his/her supervisor in the case of the death of the following family members:

- the parents of the employee,
- the employee's spouse/domestic partner,
- the parent's of the employee's spouse/ domestic partner,
- the step-parents of the employee and/or employee's spouse/domestic partner,
- the grandparents of the employee,
- and the brother and/or sister of the spouse/domestic partner of the employee.

Also included are the sister and brother of the employee; children, grandchildren, stepchildren and adopted children of the employee and/or spouse/domestic partner. Family members listed above pertaining to the employee's domestic partner are recognized by the Commission after submission of an Affidavit of Domestic Partnership. Such leave shall be limited to three (3) days per occurrence within California or five (5) days per occurrence for death occurring outside of California.

ARTICLE 17 LEAVES OF ABSENCE WITHOUT PAY

17.1 GENERAL PROVISIONS

The granting of any leave of absence without pay shall be based on the presumption that the employee intends to return to work upon the expiration of the leave and with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment (except as provided in Article 3.7 of this Memorandum of Understanding). The decision to grant or deny an employee's request for a leave of absence without pay shall not be capricious or arbitrary.

17.2 LEAVE OF ABSENCE WITHOUT PAY

A. Eligibility

1. An employee who has permanent status in their present class may be granted a leave of absence without pay by the Executive Director following written request. Reasons for granting a leave of absence without pay include, but are not limited to, educational advancement or training of the employee or personal affairs of the employee. The approval of a leave of absence without pay which is not legally mandated is discretionary.
2. The maximum period of leave of absence without pay is one (1) year.

17.3 RIGHT OF RETURN

A. Permanent Employees.

The granting of leave of absence without pay to an employee who has permanent status in their present class guarantees the right of their return to a position in the same class at its expiration, or at an earlier date after mutual consideration of the employee's request and the administrative requirements.

B. Probationary and Provisional Employees on Original Appointment

The granting of a leave of absence without pay to an employee on an original appointment with probationary or provisional status does not guarantee the right of return, except as may be required under Federal and State Family Leave Acts.

17.4 FAILURE TO RETURN

Any employee who fails to return upon the expiration of any leave of absence without pay shall be regarded as having automatically resigned.

17.5 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY ON SERVICE HOURS

Leave of absence without pay shall be deducted from hours of service for purposes of step advancement, probationary period, and Commission service, except as may be required by Workers' Compensation provisions. (Those hours of a leave which exceed 152 working hours shall be deducted for purposes of determining seniority credit.)

17.6 PARENTAL LEAVE - MEDICAL (DISABILITY) LEAVE

It is the policy of the Santa Cruz County Regional Transportation Commission that female employees be provided:

A. Six (6) weeks of medical leave on account of normal pregnancy, childbirth or related condition. Should the period of disability leave on account of normal pregnancy begin prior to the date of delivery, employees are to be provided a maximum of six (6) weeks of disability leave from the date of delivery, provided that there is a physician's certification of the employee's medical disability for that period.

B. Up to four (4) months of disability leave on account of complications which result in the disability of the affected employee, as supported by a physician's certification of the employee's medical disability for that period. Additional disability leave on account of complications which result in the disability of the affected employee, as supported by a physician's certification of disability for the period of leave, may be granted at the discretion of the appointing authority.

Disability leave requires a physician's statement that the employee is unable to perform the essential duties of her position under the current medical condition and continues only for the period of continued physician's certification of the employee's medical disability. The Commission reserves the right to request a physician's certification of disability at any point

during the leave, which is subject to review by a Commission's physician. In cases of pregnancy and related medical conditions, the statement from the employee's physician should indicate the estimated date of delivery, whether the pregnancy is normal or not, and if it is not, a statement of prognosis. It is the responsibility of the employee to request leaves in advance in accordance with the Human Resources Policies and Procedures of the Commission. It is the employee's responsibility to ensure that the necessary physician's certification is provided.

17.7 PARENTAL LEAVE - PERSONAL LEAVE (For employees who are NOT eligible for leave under Federal and State Family Leave Acts.)

Personal leave (including accrued paid leave such as vacation or annual leave, and leave of absence without pay) associated with maternity or adoption may be granted at the discretion of the Executive Director in accordance with provisions governing such leave in the Human Resource Policies and Procedures. A reasonable period of personal leave connected with maternity or adoption is two (2) months.

A. For pregnancy/childbirth, this two (2) month period would include any requested time off which does not meet the medical disability requirements stated above (including any time taken off prior to birth when the pregnant employee is not disabled, as well as time taken off by the employee after the disability period).

B. For the father or domestic partner of the biological parent of a new born child or for the parent(s) of a newly adopted child, this two (2) month period includes any time taken off from the date of birth or adoption. Additional personal leave related to maternity or adoption may be granted at the discretion of the Executive Director. The Commission may require documentation to support a request for personal leave for paternal reasons.

17.8 CONTINUATION OF INSURANCE BENEFITS DURING LEAVE WITHOUT PAY

To assure continuation of insurance benefits, employees must notify the ASO when granted a leave of absence without pay in excess of one pay period. (See Article 10.7).

17.9 LIMITATIONS ON USE

A. Employees must use all earned annual leave prior to the effective date of any leave of absence without pay in case of illness.

B. Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence without pay.

C. Specific beginning and ending dates must be identified for any leave without pay.

D. Paid leave shall not be used, received or earned for any period of leave of absence without pay, except as provided for in the Commission Time Bank Policy.

ARTICLE 18 EMPLOYEE COMMUTE BENEFIT

The Commission will provide employees with commute benefits, to create an incentive for employees to utilize alternative commutes.

18.1 The Commission will provide employees with the option of either a paid bike locker or a \$20/month incentive for public transportation or carpool and vanpool (minimum 12 days per month) costs. The Commission shall establish procedures for reimbursement.

18.2 The Commission will direct its staff to initiate the development of a pre-tax commute benefit (IRS section 132) program to coordinate the alternative commute incentive.

ARTICLE 19 EMPLOYEE RIGHTS

19.1 ADVERSE ACTION

No adverse action of any kind shall be taken against any employee based upon material and/or documentation of which the employee has not been informed. A copy of any material and/or documentation used by the Commission as a basis for substantiating the action shall be provided to the employee. "Adverse action" is defined as a dismissal, demotion, suspension, placement at a lower salary step in the salary range of the employee, written reprimand, or transfer for purposes of punishment. An employee may file a written response to any written reprimand entered in his/her personnel file. Such written response shall be attached to, and shall accompany the written reprimand. An employee who receives a written reprimand shall be afforded an opportunity to meet with the Executive Director regarding the reprimand, together with a representative of his/her choice. Nothing in this section shall be construed to modify the RTC Human Resource Policy provisions regarding disciplinary actions (i.e., dismissal, suspension and demotion).

19.2 DISCIPLINARY APPEAL

The Commission and Union agree to use an arbitrator in the event an employee seeks to appeal disciplinary cases involving suspensions, demotions or dismissal.

A. Employees, with Union approval, may utilize an arbitrator for disciplinary actions (suspensions, demotions, dismissals)

B. The hearing officer shall be selected by mutual agreement between the parties. If the parties are unable to agree upon a hearing officer, the parties shall jointly request that the State Conciliation and Mediation Service to submit a list of seven (7) qualified hearing officers. The parties shall then alternately strike names for the list until one name remains, and that person shall serve as the hearing officer. The party having the first choice to strike a name from the list shall be determined by a lot.

1. Procedures for choosing a hearing officer shall begin within fourteen (14) calendar day of receipt of the appeal. Prior to the selection of the hearing officer, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the hearing officer.

2. Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the Commission and the grievant may submit briefs to the hearing officer in lieu of a hearing.
3. At the conclusion of the hearing, both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, then the hearing officer shall proceed to attempt to settle the discipline by the use of mediation. If through mediation the parties can reach a mutually acceptable disposition, then that disposition shall become the decision of the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer. If the mediation process does not result in an acceptable resolution to both parties within one additional day of the conclusion of the hearing, the case shall be determined solely by the hearing officer. If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the hearing officer. Except when briefs are submitted as specified in the preceding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of the hearing.
4. The hearing officer shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. Nor shall the hearing officer have any authority to add to, detract from, alter, amend or modify any resolution, ordinance or minute order of the Commission, State law, or written rule.
5. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any.
6. Back pay awards are limited to a maximum of six months.
7. The costs for the arbitrator shall be equally shared by the Union and Commission.
8. The decision of the hearing officer shall be final and binding upon the parties.

C. The arbitration shall be subject to all the provisions of Title 9 of Part 3 of the California Code of Civil Procedure, commencing with Section 1280 except for the special provisions of this agreement.

D. Employees, with Union approval, may request mediation, utilizing State Mediation and Conciliation Service in lieu of arbitration. The Commission and the employee shall attempt to reach mutual agreement on a mediator. If they do not, they shall mutually request assignment of a mediator from the State Mediation and Conciliation Services.

19.3 PERSONNEL FILES

The personnel file of each employee shall be maintained by the Commission's ASO. Written material or drafts of written materials to be placed in an employee's file shall bear the employee's

signature or verification that the employee received a copy. Employees shall be provided with copies of any written personnel related material except routine clerical transactions. The employee or his/her designated representative shall be given a reasonable period of time during normal working hours, and without loss of pay, to prepare a written response to such material. The written response shall be placed in the employee's personnel file. An employee and/or his/her designated representative shall have the right at any reasonable time without loss of pay to examine and/or obtain a copy of any material from the employee's personnel file in accordance with administrative procedures with the exception of material that was obtained prior to the appointment of the employee involved.

All personnel files shall be kept in confidence and shall be available for inspection by only the named employee, his/her designated representative, and the supervisor/administrator with the specific responsibility to know its contents. Employees may designate a representative, who upon authorization of the employee, shall have access to that employee's personnel file for the purpose of assisting or advocating the rights of such employee. Any person reviewing an employee's file (except for routine clerical transactions) shall be noted and dated in the employee's file at the time of the review.

19.4 ACCESS TO HUMAN RESOURCES POLICIES AND PROCEDURES

Employees shall be allowed reasonable access to the Commission's Human Resources Policies and Procedures.

19.5 EVALUATION

Each employee's supervisor is responsible for evaluating the employee's performance. Failure of the supervisor to present the employee with an evaluation within thirty (30) calendar days of the due date, unless extension is mutually agreed upon, shall result in a satisfactory evaluation of the employee as of the due date. No extension will be granted beyond ninety (90) days.

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). Any negative evaluation shall include documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.

For purposes of this Article a negative evaluation means an overall rating of below standard. All evaluations with a below standard rating may be appealed to the Executive Director or desingee.

An employee may designate a representative for the purpose of assisting or advocating the right of the employee pursuant to an appeal of an evaluation. Only one (1) original and one (1) copy of an employee evaluation shall be made. The employee shall receive one copy and the original shall be included in the employee's personnel file. However, the employee's supervisor may also retain a copy of the most recent evaluation provided such evaluation is maintained in confidence. Employee appeal rights and appeal process shall be printed on the evaluation form.

19.6 DEFENSE AND INDEMNIFICATION

The Commission shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the Commission in accordance with and subject to, the provisions of California Government Code Sections 825 et seq., 995 et seq., and 996 et seq.

ARTICLE 20 HEALTH AND SAFETY

The Union and Commission agree that it is in the best interest of all concerned to provide a safe and healthy working environment. The Commission abides by the safety standards established by the State Division of Industrial Safety pursuant to the Occupational Safety and Health Act. In order to assure that health and safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards:

- A. Employees shall report health or safety hazards to their immediate supervisor.
- B. If the immediate supervisor is unable to abate the hazard, the matter shall be referred to the Executive Director or designee, who will meet with the employee and immediate supervisor regarding the matter and make findings and take action as he/she deems appropriate.

Upon request, the Commission shall provide CAL OSHA Log 200 to the Union and other information that is reasonably available and non-confidential on work-related injuries and illnesses.

- C. The Commission further agrees, pending issuance of CAL/OSHA standards in relationship to video display terminal (VDT) use, to accommodate a female employee who provides a doctor's certification of pregnancy, and further provides a doctor's certification that the employee's use of a VDT would be disabling in relationship to this pregnancy. Accommodation may include relief of VDT assigned responsibilities or a disability leave without pay.

20.1 ERGONOMICS

Proper application of ergonomic principles can help to reduce the risk of injuries or illnesses for employees working with computers, or in jobs involving repetitive motions and handling of heavy materials. The Commission promotes employee health and comfort through training, consultation, and written recommendations. The ASO is responsible for informing affected employees about work-related musculoskeletal disorders and associated risk factors, and encouraging employee involvement in promoting an ergonomically sound workplace. The primary tools of the Commission include training and information, symptom analysis, workstation evaluations and recommendations and providing tools to improve ergonomic conditions for employees.

1. The ASO will request ergonomic evaluations for all employees once every twelve months through the RTC's workers' compensation insurer and can also request the insurer to provide Risk Reduction Training Workshops to employees, on-site or on a regional basis. A written report documenting the ergonomic concerns and musculoskeletal disorders identified by the employee and assessor and the corresponding mitigations will be submitted to the ASO and to the employee upon completion of the assessment.

2. The ASO will work with the employee to determine which products may need to be purchased and/or provide the employee with the additional training recommended by the insurer that are identified as tool for preventing or addressing musculoskeletal disorders. Equipment costs must be with the parameters of the RTC budget.

ARTICLE 21 CLASSIFICATION ACTIONS AND SALARY PROTECTION

21.1 CLASSIFICATION ACTION

A. The Commission shall notify the official Union representative regarding appropriate classifications whenever the Commission intends to classify, reclassify, create, modify, and/or abolish classes or class specifications existing in or appropriate to the bargaining unit represented by the Union. The Union shall respond within ten (10) working days of the notice. The time limit for response may be extended upon request. Upon request, both parties shall meet and mutually share information, excluding work products, with regard to the classification study. Upon request by the Union and approval by the Executive Director release time shall be granted for bargaining unit employees to work on classification actions.

B. Unit employees may submit requests for classification review of their positions. The request should highlight and describe in detail those duties which the employee believes are beyond the scope of his/her current class specifications. Within two (2) weeks of receipt of the request, the ASO will inform the employee in writing when his/her study is scheduled. The study will be completed and the results implemented within one (1) year of the date the request was received in the ASO's office. The employee's request for a classification study does not require the approval of the employee's supervisor or Executive Director. Employees cannot submit a request for a review of their position more frequently than every 24 months.

21.2 UNIT ASSIGNMENT

The Commission agrees to consult with the Union on the assignment of new classes to bargaining units subject to timely notification to the Union of intent of unit assignment by the Commission, and timely response to that notice by the Union.

21.3 SALARY PROTECTION

When an occupied regular or limited term position is reclassified downward, the employee shall retain the salary of his/her former class. The incumbent employee shall be eligible for step advancement, general salary adjustments and accrue seniority which would apply to the former class. All other benefits and rights of employee representation which are associated with the former class, shall also apply to the incumbent employee.

21.4 COMPENSATION STUDY

The parties agree to participate in a joint compensation study starting in June 1, 2010 and to be finalized no later than September 1, 2010. The results of such study shall be discussed in the negotiations for the successor MOU.

ARTICLE 22 GRIEVANCE PROCEDURE

22.1 The Commission and Union recognize that settlement of grievances is essential to sound employee management relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees or the Union. The parties encourage the prompt settlement of grievances. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal. Pursuant to this Memorandum of Understanding, which directly applies to employees in the CORE Representation Unit, the procedures and provisions herein are established in order to maintain a reasonable and uniform process for dealing with disputes.

22.2 DEFINITION

A. A grievance may only be filed if it relates to:

1. A management interpretation or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment.
2. A management interpretation or application of the Commission Human Resource Policies and Procedures which directly applies to employees in the CORE Representation Unit and which adversely affects the employee's wages, hours or conditions of employment.

B. Specifically excluded from the grievance procedure are:

1. Subjects involving amendment or change of a Commission resolution, ordinance, minute order or this Memorandum of Understanding.
2. Dismissals, suspension, or reduction in rank or classification
3. Probationary dismissals upon original appointment.
4. Content of performance evaluations.
5. Leaves of Absence, Article 17.2-5.
7. Complaints regarding occupational health and safety or the applicable procedures for such complaints (report to appropriate State or Federal agency).
8. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.

22.3 PRESENTATION

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees or by the Union. No grievance settlement may be made in violation of an existing rule, ordinance, Memorandum

of Understanding, minute order or resolution of the Commission or State law. Union grievances shall comply with all foregoing provisions and procedures.

22.4 GENERAL PROVISIONS

A. The time limits set forth in this Article (Article 22) are essential to the grievance procedure and shall be strictly observed.

1. Failure of the employee(s) or Union to file a grievance within the required time limits at Step 1 shall result in automatic dismissal of the grievance. Failure of either party to appeal and/or respond within the required time limits at any subsequent step shall result in an automatic advancement of the grievance to the next step.

2. Time limits specified in the processing of grievances may be waived by mutual written agreement.

B. In no event shall any grievance include a claim for money relief for more than a ninety (90) day period prior to filing of the grievance. Any grievance settlement shall be implemented in the second pay period following the settlement of the grievance. Grievance settlements shall be in writing and shall specify the name of each affected employee and the specific relief to be afforded to each.

C. Grievances may, by mutual agreement, be referred back for further consideration or discussion to a prior step or advance to a higher step of the grievance procedure.

D. No hearing officer shall entertain, or make findings of fact or recommend on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in this Article.

22.5 PROCEDURE

A. Informal

Employees are encouraged to act promptly through an informal meeting with their immediate supervisor in an attempt to resolve the matter before it becomes the basis for a formal grievance. Any resolution reached at the informal step must be in accordance with the provisions of this agreement, or other resolution, rule or ordinance.

B. Formal

1. STEP 1

Within thirty (30) calendar days of occurrence or discovery of an alleged grievance, the grievance may be presented to the supervisor. The grievance shall be submitted on a Santa Cruz County Regional Transportation Commission Employee Grievance Form and shall contain the following information:

- a. The name of the grievant.
- b. The specific nature of the grievance.

- c. The date, time and place of occurrence.
- d. Specific provision(s) of the Memorandum of Understanding or Human Resource Policy and Procedures alleged to have been violated.
- e. Any steps that were taken to secure informal resolution.
- f. The corrective action desired.
- g. The name of any person or representative chosen by the employee to enter the grievance. The employee shall be allowed reasonable time to meet with a designated representative. A reasonable amount of time will be granted the employee and representative to handle the initial investigation and processing of the grievance. The representative may discuss the problem with employees immediately concerned and attempt to achieve settlement of the matter.

The supervisor shall provide a written decision within thirty (30) calendar days of receipt of the grievance. Unless mutually waived, the supervisor shall meet with the grievant/Union prior to issuing their decision.

2. STEP 2

If the aggrieved is not satisfied with the first step decision, he/she may, within fourteen (14) calendar days after receipt of the decision, present a written appeal of the decision to the Executive Director or designated representative. The Executive Director or designated representative shall provide a written decision within fourteen (14) calendar days of receipt of the appeal. Unless mutually waived, the Executive Director or designee shall meet with the grievant/Union prior to issuing their decision.

3. STEP 3

The decision(s) of the Executive Director may be appealed within seven (7) calendar days to a hearing officer. The written appeal shall be filed with the Executive Director.

4. HEARING OFFICER

The hearing officer's compensation and expenses shall be borne equally by the grievant(s) and the Commission. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any. The hearing officer shall be selected by mutual agreement between the parties. If the parties are unable to agree upon a hearing officer, the parties shall jointly request the State Conciliation and Mediation Service to submit a list of seven (7) qualified hearing officers. The parties shall then alternately strike names from the list until one name remains, and that person shall serve as the hearing officer. The party having the first choice to strike a name from the list shall be determined by lot.

a. Procedures for choosing a hearing officer shall begin within thirty (30) calendar days of receipt of the appeal at Step 3. Prior to the selection of the hearing officer, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the hearing officer.

b. Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the Commission and the grievant may submit briefs to the hearing officer in lieu of a hearing.

c. At the conclusion of the hearing, both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, then the hearing officer shall proceed to attempt to settle the particular grievance by the use of mediation. If through mediation the parties can reach a mutually acceptable disposition, then that disposition shall become the decision of the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer. If the mediation process does not result in an acceptable resolution to both parties within one additional day of the conclusion of the hearing, the case shall be determined solely by the hearing officer. If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer.

d. Except when briefs are submitted as specified in the preceding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of the hearing.

e. The hearing officer shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. Nor shall the hearing officer have any authority to add to, detract from, alter, amend or modify any resolution, ordinance or minute order of the Commission, State law, or written rule.

f. The decision of the hearing officer shall be final and binding upon the parties.

ARTICLE 23 LAYOFF PROVISIONS

23.1 DEFINITIONS

A. Layoff: The involuntary separation of an employee because of lack of work, lack of funds, reorganization, in the interest of economy or other reasons determined by the Commission to be in the best interest of Commission for Commission employees.

B. Permanent: The term "permanent" (including "permanent status") encompasses the purpose below for this Article (23) only.

C. Probationary: The term "probationary" (including "probationary status") encompasses the purpose below for this Article (23) only.

23.2 PURPOSE OF LAYOFF PROVISION

To provide a prompt and orderly process for reduction in the Commission workforce when determined to be necessary by the Commission.

23.3 ALLEVIATING IMPACT OF LAYOFFS

The purpose of the Advance Enrollment Voluntary Time Off with Accrual Program (AVTO) is to prevent layoffs within the Commission. In the event that the Board determines that layoffs are necessary, the Board will authorize the usage of the AVTO Program for the fiscal year within departments. See Attachment G for guidelines and restrictions.

23.4 DECISION PROCESS

The Commission shall determine whether a reduction is to be made and the number and classes of positions to be eliminated.

23.5 SCOPE OF APPLICATION

The Commission shall provide affected employees with as much advance notice as possible, but at least two (2) weeks written notice, of layoff and/or displacement. Layoff provisions shall not apply to a temporary layoff declared under the authority of the Commission of less than four (4) cumulative weeks per fiscal year.

23.6 ORDER OF LAYOFF

Whenever it is necessary to layoff one or more employees the Commission will prepare a list of the order of layoff in accordance with the following:

- A. Temporary employees performing work within the affected class(es) shall be laid off first;
- B. A call for volunteers, in order of seniority (to be considered a layoff). Such employees may not displace (bump) to another class.
- C. Provisional employees in the affected class(es) shall be laid off next;
- D. Probationary employees working in the affected class(es) shall be laid off next;
- E. Permanent employees shall be laid off last in reverse order of seniority as defined below in 23.8.

23.7 DISPLACEMENT (BUMPING) IN LIEU OF LAYOFF

Displacement is the movement in a layoff of an employee to an equal or lower class on the basis of seniority. (An employee cannot displace to a higher class.) If an employee who is to be laid off had permanent status in an equal or lower class such employee shall be offered a vacant positions in the equal or lower class or he/she may displace an employee having less seniority as defined in 23.8.

Any employee thus displaced may in the same manner displace another employee. Should an employee have the right to displace in more than one class, he/she shall displace first in the

highest class in which he/she has rights. Should an employee have the right to displace to two (2) or more equal, lower classes, he/she shall displace first to the most recently occupied equal class.

23.8 SENIORITY FOR PURPOSES OF LAYOFF AND DISPLACEMENT

Seniority rights for purposes of layoff and displacement and involuntary reduction in authorized hours shall be available only to Commission employees that have attained permanent status as defined in 23.1, above.

Seniority credits for purposes of layoff, displacement and involuntary reduction in authorized hours shall be determined by crediting one seniority point for each full eighty (80) hours of authorized service in a class while in continuous Commission service.

A. Authorized hours of service are the number of hours formally established for a position by the Commission. Hours worked in excess of the number of hours authorized, whether overtime or otherwise, shall not be included in determination of seniority credit.

B. Continuous Commission service is service uninterrupted by termination and provided that those hours of a leave of absence without pay which exceed 152 consecutive hours shall be deducted from the authorized hours of service total for purposes of determining seniority credit.

For purposes of seniority only, an employee who is laid off and reappointed to a regular position within two (2) years of layoff shall not be considered to have terminated. However, no seniority credit shall accrue for such an employee during the period of layoff.

For purposes of layoff, displacement, and involuntary reduction in authorized hours, seniority credit shall accrue for classes in which permanent status has been obtained. Seniority credit for prior service in higher or equal levels in which permanent status was obtained shall be applied to a current class in which permanent status has been obtained.

Permanent service in two (2) classes at the same level shall be combined and accrue to the most recent class for seniority credit. Seniority in the current class shall be added to seniority in the next lower class in which permanent status has been obtained for purposes of displacement. Determination of the relationship between existing classes with respect to higher, equal or lower status shall be based upon the current relationship of the fifth step salary for the classes.

If an employee has achieved permanent status in a class which has been abolished, seniority credit will be applied to an equal or the nearest lower level class, if any, in which the employee has achieved permanent status based on the salary relationship in existence at the time the class was abolished. Probationary and provisional service in a class will not be credited for seniority in the class unless permanent status is achieved in the class without a break in service. If permanent status is not achieved, probationary and provisional service and "work in a higher class" shall be counted for seniority credit in the next lower class in which the employee has achieved permanent status in continuous service.

Employees who have been promoted from a lower class to a higher class through a reclassification action, shall have one-half of their seniority credits in the lower class applied to the higher class upon completion of probation in the higher class.

23.9 OPPORTUNITY FOR EMPLOYEE REVIEW

Employees should not lose their seniority credit under this Article because classes have been revised, established, abolished or retitled. All employees shall be provided an opportunity to review the record of service for which they have been given seniority credit.

Such records of service shall be made available to the employee no later than April 15 of each year. Employees shall be provided an opportunity to submit information supporting a differing conclusion. Determination of credit for prior service for revised, established, abolished or retitled classes may be appealed to the Executive Director. The findings of the Executive Director shall be final and not subject to further review.

23.10 RETENTION OF REEMPLOYMENT LIST STATUS

Laid off employees having permanent status at the time of layoff, or permanent employees who displaced to a lower class on the basis of prior permanent status in the lower class, or permanent employees who have had the authorized hours of their positions involuntarily reduced, shall be certified to openings from reemployment lists established for each class in which they have reemployment rights. Such employees shall be placed on the Reemployment List in order of seniority.

A. Reemployment Lists.

If an opening occurs, those on the reemployment list will be certified to positions in the class from which they were separated on a one-to-one basis in order of seniority. The Executive Director may request selective certification of bilingually qualified employees from a Reemployment List for a vacant position that is designated as bilingual pursuant to Article 14.3.

B. Retention of Reemployment List Status.

A laid off employee shall remain on the Reemployment Lists for the class until either of the following occurs:

1. He/she refuses one offer of an interview or one offer of reemployment in the class from which he/she was laid off or displaced; OR
2. Twenty-four (24) months have elapsed from the date of layoff or displacement. A laid off employee's name may also be removed from reemployment lists on evidence that the person cannot be located by postal authorities.

The name of a person on a reemployment list who fails to reply within ten (10) working days to a written certification notice shall be removed from the reemployment lists for the class. Such persons name may be restored to the list upon written request by the person.

23.11 PREFERENTIAL CONSIDERATION

The ASO will attempt to assist employees subject to layoff to transition to new employment. . To avail themselves of this assistance, such employees shall submit complete, up-to-date employment applications upon request of the ASO.

Assistance to be provided to such employees includes:

A. Placement on an eligibility list for consideration for future reappointment to the class from which laid off;

B. Consideration for other classes/positions within the agency for which the employee meets the job qualifications/standards and for which open positions are available; and/or placement on eligibility lists for consideration for appointment to such positions in the future. Employees may also compete in promotional examinations..

C. Job search assistance, such as assistance with resumes, suggested interview techniques and referral to placement agencies.

23.12 EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS

Notwithstanding any other provisions of this Article (Article 23), an employee appointed to positions designated as limited-term shall be laid off at the expiration of that limited-term position without regard to other provisions of the Article.

23.13 OTHER MEANS OF ATTAINING PERMANENT STATUS FOR PURPOSES OF SENIORITY

For purposes of layoff only, an employee with hours of service equivalent to at least six (6) months continuous probationary service in a class may be considered to have attained permanent status in that class provided all the criteria specified below are met.

A. The employee has completed hours of service equivalent to at least six (6) months continuous probationary service in a higher class in the same class series.

B. The appointment to the higher class in the class series, as described in A, above, immediately followed the probationary service in the lower class.

C. Each performance evaluation received in both classes had an overall rating of satisfactory or better.

D. The employee submits a written request to the Executive Director which specifies the class in which he/she wishes to have permanent status for purposes of layoff applied, and the Executive Director concurs with C, above.

E. The Executive Director verifies that sufficient hours of service were attained in probationary status, service in the two (2) classes was continuous and uninterrupted, and that the two (2) classes are in the same class series.

ARTICLE 24 JOB SHARING, PART-TIME, FLEXIBLE WORK HOURS, VTO

The Commission acknowledges that there may be benefits both to the employer and employee in the application of job sharing, voluntary time off (VTO), and part-time employment or flexible

work hours for employees. The Commission agrees to consider the feasibility of additional implementation of job sharing, part-time work or flexible hours as specified below:

A. The Union and the Commission agree to consult on job sharing, part-time, and flex-time requests by employees.

B. The Union shall make prompt request to consult and specify matter(s) to be discussed and provide reasons for the request. The Commission shall respond promptly, meet at the earliest mutually agreeable date, make reasonable efforts to attempt to reach agreement and provide reasons for their decision if denied.

C. The Commission agrees that denials of requests shall not be arbitrary or capricious.

ARTICLE 25 TRAINING AND PROMOTIONAL OPPORTUNITIES

25.1 TRAINING TASK FORCE & TUITION REIMBURSEMENT

A. The Commission and the Union recognize the importance of training programs and the development of career ladders, and encouraging promotions. The Deputy Director shall meet with employees to:

1. Identify training courses to assist employees in improving work skills;
2. Review training programs for promotional opportunities;
3. Establish programs that will assist individual employees with clarifying career paths;
4. Establishing programs that will both identify and assist employees in overcoming barriers to career advancement; and
5. Discuss and make recommendations to the Executive Director regarding ways to improve upward mobility and promotional opportunities for current employees.
6. At least every 12 months, inform employees about academic and professional training opportunities.

B. The RTC will provide employees up to \$250 per fiscal year reimbursement towards tuition for job or career-related coursework. In order to receive such reimbursement the employee must receive pre-approval from the Deputy Director in writing, and shall be reimbursed for the tuition following presentation of successful completion of the coursework with a passing grade.

25.2 UPWARD MOBILITY

The RTC will provide workers with opportunities to promote, or change careers within the RTC in a way that is fair, competitive, easily understandable, efficient and appropriate to the RTC's needs. Investing in and utilizing the talents of its workers will enhance the performance of the organization.

ARTICLE 26 SEPARABILITY OF PROVISION

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

ARTICLE 27 RE-OPENERS

The parties agree to reopen Article 10.1, Health (Medical) Plan, and/or Article 10.2, Dental Care, should Federal or State legislation be enacted for a national or Statewide health (medical) and/or dental plan.

ARTICLE 28 UNPAID DAYS OFF

The Commission agrees that there will be no temporary layoffs during the term of this Agreement (for example, such as those that occurred in 1993).

ARTICLE 29 WORK SCHEDULE/LOCATION ASSIGNMENT

A. Work Schedules/Schedule Changes. Except as provided below, the standard work schedule shall be eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. No employee, except in case of emergency, shall be required to work a different work schedule than assigned (including an alternate schedule) unless the employee has been notified in writing at least five (5) working days in advance of the change in work schedule.

1. Alternate Schedules

a. Upon recommendation of the Executive Director or designee, flex-time, job sharing and voluntary reduced work hour programs may be established after consultation with the Union. Job sharing programs require that benefits (excluding employee insurances) be prorated.

b. Current alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternate schedules. Individuals assigned to such schedules shall accrue leave and holiday hours on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the work day missed.

c. Should the Commission elect to eliminate an existing alternate schedule, or establish a new alternate schedule, it will provide five (5) working days advance written notice to the Union and will meet and confer upon Union request.

B. Hours Worked.

All hours worked exclusive of overtime (as defined in Article 12.1) shall apply to step advancement and annual leave accrual. The RTC shall circulate interest cards to establish an extra work interest list. Employees shall have five (5) working days to place their name on the interest list. Prior to hiring temporary workers, the RTC shall consider this list for the filling of temporary vacancies when practical.

C. Seniority Defined.

When used, seniority for purposes of overtime and shift assignment within the work unit shall be determined by the most recent date of appointment to the current class.

CORE REPRESENTATION UNIT TEMPORARY EMPLOYEES

ARTICLE 30 TEMPORARYEMPLOYEE PROVISIONS

ARTICLE 30-42 MEMORANDUM OF UNDERSTANDING

Temporary employees are part of the CORE representation unit. Except as specifically modified herein, terms and conditions of employment for temporary employees shall remain unchanged, including those terms and conditions of employment set forth in the temporary employment document provided to temporary employees upon hire. The Union and Commission mutually acknowledge that temporary employees have at-will employment status.

The following sections of the MOU between the Commission and Union for the CORE Representation Unit apply to temporary employees.

30.1 Provisions of the regular employees' MOU applicable to temporary employees.

The following sections of the MOU between the Commission and Union for the CORE Representation Unit apply to temporary employees:

Article 2: Recognition

Article 2.1

Article 2.2

Article 2.3

Article 2.4

Article 3: Union Activities

Article 3.1-Stewards

Article 3.2-Bulletin Boards

Article 3.3-Distribution

Article 3.4-Visits by Authorized Union Representatives

Article 3.5-Commission Facilities

Article 3.6-A, C, E Notifications

Article 4-Union Security

Article 4.1-Relationship Affirmative

Article 4.2-Notice of Recognized Union

Article 4.3-Agency Shop

Article 4.4-Exclusions

Article 4.5-Financial Report

Article 4.6-Indemnify and Hold Harmless

Article 4.7-Payroll Deduction and Pay Over

Article 5-Peaceful Performance

Article 5.1

Article 5.2

Article 5.3

Article 6-Non-Discrimination

Article 10-Insurance Benefits

Article 10.1.E-Pretax Dollar Program

Article 11-Meal Periods, Rest Periods, Clean-Up Time

Article 11.1-Meal Period

Article 11.2-Rest Periods

Article 12-Overtime

Article 12.1-Definition

Article 12.2-Authorization

Article 12.3.A-Computation

Article 14-Differentials

Article 14.1-Application

Article 14.2-Bilingual Pay Differential

Article 15-Other Compensation Provisions

Article 15.1-Automobile Mileage Reimbursement

Article 15.2-Reimbursement for Property Damage

Article 16-Paid Leave

Article 16.3.A-Required Court Leave

Article 16.3.C-Donation of Blood

Article 16.3.E-Assault Leave

Article 18-Employee Commute Benefit

Article 19-Employee Rights

Article 19.3-Personnel Files

Article 19.4-Access to Personnel Regulations

Article 19.6-Defense and Indemnification

Article 20-Health and Safety

Article 21-Classification Action

Article 21.1.A-Classification Action

Article 21.2-Unit Assignment

Article 25 – Training and Promotional Opportunities

Article 25.1.B - Tuition Reimbursement Program

Article 26-Separability of Provision

Unless specifically listed above, MOU provisions for the CORE Representation Unit do not apply to temporary employees.

30.2 DEFINITIONS

A. Temporary employees: A qualified person employed in a non-budgeted position for a maximum of 999 hours in a fiscal year including persons employed for:

1. Short Term Projects;
2. Seasonal basis to meet recurring work peaks;
3. As needed basis to meet peak loads, emergency, or other unusual work situations.

B. A regular, budgeted position that is temporarily vacant due to extended leave shall be filled, whenever practical, by the appropriate employment list.

Article 31 NOTIFICATIONS

A. Disciplinary Action.

The Commission shall notify the Union in writing of any intended dismissal, suspension or reduction in rank of employees covered by the Memorandum of Understanding.

For temporary employees, it is mutually understood that notice will not be provided when employees are not called to work, or work is terminated based on the operational needs of the Commission. Notice will only be provided when the Commission explicitly indicates in writing that temporary employee is being terminated, suspended or reduced in rank for disciplinary reasons.

B. Union Notification.

Except in cases of emergencies, the Union shall be given five (5) working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be adopted by the Commission or management and shall be given the opportunity to meet and confer with the Commission prior to its adoption.

The Commission and Union acknowledge that this section refers to legally required notice being provided under the Meyers-Milias-Brown Act for substantive changes primarily relating to matters within the scope of representation and does not apply to schedule and/or work location changes for represented employees.

ARTICLE 32 HOLIDAY PREMIUM PAY

Commission agrees to time and a half on holidays if the employee works 40 hours in the same pay period.

ARTICLE 33 DIFFERENTIALS

The payment of differentials is assignment based.

33.1 SHIFT DIFFERENTIALS

Temporary employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 6:00 pm and 8:00 am as a regular work assignment may be paid at the rate of 5.0% above their hourly salary rate as a night shift differential.

Temporary employees do not receive differentials on overtime hours or on paid leave

33.2 TEMPORARY DIFFERENTIAL

Temporary employees will receive a differential of \$1.00 an hour in addition to their regular pay for all hours worked in lieu of accruals and all other benefits.

ARTICLE 34 PAID LEAVE

Commission Examinations/Interviews

All employees shall be granted leave with pay from their work for a reasonable period of time to participate as candidates in examinations or selection interviews for promotional opportunities with the Commission, provided they request such leave in advance.

ARTICLE 35 EMPLOYEE RIGHTS

Adverse Action

If the Commission explicitly and in writing indicates that it is dismissing, demoting, suspending or reducing in salary a temporary employee for the purpose of discipline, it will provide a copy of any material and/or documentation used by the Commission as a basis for its action to the affected employee.

ARTICLE 36 TEMPORARY EMPLOYEE GRIEVANCE PROCEDURE

A. Definition

1. A grievance may only be filed if it relates to:
 - a. A management interpretation or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment.
 - b. A management interpretation or application of the Commission Human Resources Policies and Procedures, which directly applies to employees in the CORE Representation Unit and which adversely affects the employee's wages, hours or conditions of employment.
2. Specifically excluded from the grievance procedures are:

- a. Subjects involving amendment or change of a Commission resolution, ordinance, minute order of this Memorandum of Understanding.
- b. Dismissals, suspension, or reduction in rank or classification.
- c. Content of performance evaluations.
- e. Complaints regarding occupational health and safety or the applicable procedures for such complaints.
- f. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.

3. Limitations

- a. A grievant may be represented by an individual of his or her choosing in preparing and presenting a grievance.
- b. No reprisal shall result against any employee, group of employees, or the Union, who presents a bona fide grievance under this procedure.
- c. Time limits may be extended by mutual written agreement of the parties. Absent such agreement, grievances may be advanced to the next step if time limits are not met.
- d. Only upon mutual written agreement between the parties may Step 1 of the grievance procedures be waived.
- e. Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to a prior step, or advanced to a higher step of the grievance procedure. If a grievance is moved either forward or backward to another step, the time limits at that step shall be controlling and shall begin on the date the parties agree to the move.

B. Procedures

Step 1

The grievant will first attempt to resolve the grievance through informal discussions with his/her immediate supervisor or other appropriate agency personnel. These discussions must be initiated within ten (10) working days of the incident upon which the grievance is based. Meetings shall be scheduled in advance and the nature of the grievance stated when the appointment is made. Every attempt will be made by the parties to settle the issue at this level.

Step 2

If the grievance is not resolved through the informal discussions, the grievant or his/her representative may within ten (10) working days after the informal meeting, submit a written

grievance to the Executive Director or designee. The written grievance must contain in clear, factual and concise language.

1. Name of the grievant.
2. A brief statement as to the date, time and place of the occurrence on which the grievance is based and the facts as the grievant sees them.
3. The specific provision of the M.O.U. which the grievant alleges has been misinterpreted, misapplied, or violated.
4. Steps taken toward informal resolution.
5. The action the grievant believes will resolve the grievance.
6. The name of the any representative chosen by the grievant.
7. A copy of the written grievance, signed by the grievant, shall be presented at the time of the conference with the Executive Director or designee.

The Executive Director or designee shall hold a conference with the grievant within ten (10) workdays following receipt of the formal grievance. He/she shall prepare a written response within five (5) working days after the conference. The decisions of the Executive Director or designee is final. Copies shall go the parties involved including the employee's representative and the personnel file.

FOR THE UNION:

Gary Klemz, SEIU 521 Date

Grace Blakeslee Date

Nathan Luedtke Date

Rachel Moriconi Date

FOR THE RTC

Ellen Aldridge Date

George Dondero Date

PROVISIONS REGARDING RELEASE TIME AND THE VOLUNTEER INITIATIVE PROGRAM

This attachment states the provisions of State law and the RTC's Employer-Employee Relations Policy regarding release time for employee representatives. (Meyers-Milias-Brown Act, Government Code Section 3505.3.)

Time Off For Meetings

Public agencies shall allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation.

A. Official Representatives

Official representatives of a recognized employee organization shall be allowed time off on RTC time during normal working hours when formally meeting and conferring in good faith with the Employee Relations Officer or other management representative designated by the Commission on matters within the scope of representation, provided that advanced arrangements for the absence are made with the representative's supervisor or designee and provided that the number of representatives released for such meetings shall not exceed three (3) persons, except by mutual agreement between the Executive Director and the employee organization prior to the meeting. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of RTC services.

B. Employees

1. RTC employees shall be allowed time off on RTC time to attend meetings held by Commission during regular working hours:

- a. If their attendance is required at a specific meeting.
- b. If their attendance is required by a hearing officer or commission for presentation of testimony or other reasons.
- c. For meetings required for settlement of grievances filed pursuant to a formal grievance procedure.*
- d. If they are designated as a Union Steward or representative for purposes of processing a formal grievance.*
- e. If they are designated as a representative of a recognized employee organization for purposes of making representation or presentations at meetings and hearings on wages, hours and working conditions.

2. In each case above, advanced arrangements shall be made with the employee's supervisor or designee for the employee to be absent from the work station or

assignment, and the Commission or person calling the meeting shall be responsible for determining that the attendance of the particular employee is required.

3. Other Absence. No other time off on RTC time shall be allowed except as specifically provided herein or in a Memorandum of Understanding.

Volunteers/Interns

A. The RTC and the Union acknowledge the necessity and importance of the use of Volunteers/Interns. The RTC agrees that no current CORE Representation Unit employee shall experience any reduction in hours or temporary or permanent elimination of their position due to a Volunteer/Intern placement. Further, the RTC shall provide the Union with written proposals detailing each volunteer/intern position proposed for placement. In order to be timely, the Union shall notify the RTC within five (5) working days of receipt of such notices. The RTC will stop the placement of the volunteer/intern if advance notice is not provided to the Union. The Union may designate two (2) representatives to meet with the RTC. The RTC shall provide reasonable time for two (2) Union representatives to respond to volunteer/intern proposals during regular working hours. Volunteer placements shall not exceed three (3) months or 360 volunteer hours in duration unless by mutual agreement.

B. Union concerns regarding abuse of the use of extra-help and/or inmate labor in relationship to the CORE Representation Unit shall be brought to the attention of the ASO in a timely manner. The ASO shall investigate the situation and provide a timely written response to the Union.

* See Article 22.5 B (1) of the CORE Representation Unit Memorandum of Understanding

Attachment B of SEIU CORE MOU

FAMILY CARE AND MEDICAL LEAVE ACTS OF 1993

Under Federal and State law - the Federal Family & Medical Leave Act and State Family Care & Medical Leave Act (FMLA), employees in the CORE Representation Unit have rights concerning certain leaves of absence for up to twelve (12) weeks per calendar year. Employees are eligible under FMLA if they have worked for the Commission for a least one year and have a total of 1000 hours of a combination of time worked and paid leave within the twenty-five (25) pay periods preceding the requested leave.

REASONS FOR TAKING LEAVE:

Notwithstanding the provisions of Article 17, FMLA leave must be granted to eligible employees for any of the following reasons:

- A. To care for the employee's child after birth, or placement for adoption or foster care;
- B. To care for the employee's spouse, son or daughter or parent, or domestic partner who has an affidavit on file with the Commission Health Plan, who has a serious health condition;
- C. For a serious health condition that makes the employee unable to perform the employee's job.

For employees in the CORE Representation Unit, all accrued compensatory time must be used prior to any leave of absence without pay or may elect to use accrued annual leave in lieu of leave of absence without pay for the period of FMLA leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION:

The employee must provide advance leave notice and medical certification. The leave may be denied if notice requirements are not met. The employee must ordinarily provide thirty (30) days advance notice when the leave is foreseeable. Medical certification is required to support a request for leave because of a serious medical condition, and may require second or third opinions at the Commission's expense. A fitness for duty certification to return to work is required for leaves of four (4) weeks or more, and may be required for leaves of less than four (4) weeks. Documentation will also be required for other FMLA leave (i.e., for care of employee's child after birth, or placement for adoption or foster care).

JOB BENEFITS AND PROTECTION:

For the duration of the FMLA leave the Commission must maintain the employee's insurance coverage under group health plans and make the same contributions as if the employee was continuously employed (i.e., in paid status) for the duration of the leave, notwithstanding the provisions of Article 10.7 of the Memorandum of Understanding. (For other-non-FMLA leaves of absence without pay, the provisions of Article 10.7 with respect to employee and Commission contributions during a leave of absence without pay will apply.) Upon timely return from FMLA leave, employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. The use of FMLA leave cannot result in the loss of any

employment benefit that accrued prior to the start of the FMLA leave. The provisions of FMLA do not limit the employee's right to request, and the Commission's right to approve or deny, other (non-FMLA) paid or unpaid leave. CORE Representation Unit FMLA Notice.

SIDELETTER OF AGREEMENT
BETWEEN
THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521

Advance Enrollment Voluntary Time Off with Accrual (AVTO)

A. Purpose

The Santa Cruz County Regional Transportation Commission (Commission) agrees to establish and administer an Advance Enrollment Voluntary Time Off with Accrual Program (AVTO) for all Commission employees. The purpose of the AVTO is to prevent layoffs within the Santa Cruz County Regional Transportation Commission. In the event that the RTC board determines that layoffs are necessary, the Board will authorize the usage of the AVTO Program for the fiscal year.

B. Procedure

1. Employees will have a two (2) week enrollment period, from the date of authorization by the Commission, in which they may voluntarily elect to submit an application to reduce work hours in advance within the twelve (12) month fiscal period. Only employees who have attained permanent status with the Commission Santa Cruz County Regional Transportation Commission may participate in the AVTO program.
2. The application to participate in the AVTO shall be available to employees by request from the ASO. All employees will be notified in writing regarding the AVTO specifics and application location(s) prior to the implementation of the enrollment period.
3. Applications for voluntary leave shall be reviewed in good faith by the Executive Director or director's designee. The Executive Director or their designee shall respond, in writing, to the application for voluntary leave under this program within twenty (20) calendar days.
4. The Executive Director or Executive Director's designee shall approve the application or deny the application. Applications for voluntary leave will not be denied arbitrarily or capriciously. The decision of the Executive Director or designee shall be final.
5. All persons in the AVTO will return to their original work schedule and pay status at the end of the twelve (12) month fiscal year. If an employee promotes, demotes, terminates, or in any other way vacates his or her position, that employee will be

removed from the AVTO for the balance of the twelve (12) months. The Union agrees that if the AVTO savings are not realized then mid-fiscal year layoffs may be required.

6. AVTO may be taken in increments of at least one full hour. Employees may choose to request a block of VTO within the fiscal year authorized by the BOS.

Example: An employee may request a block of VTO for any length of time within the twelve- (12) month fiscal period such as, but not limited to, a week, a month, or six (6) month period.

7. The Commission's contribution for the employer's contribution of medical, dental, retirement and life insurance for AVTO participants shall remain the same. The employees medical, dental, retirement, annual leave accrual and life insurance benefits shall remain the same during the AVTO leave.

8. AVTO shall apply toward time in service for step advancement.

9. AVTO shall not apply toward completion of probation.

10. AVTO shall apply toward seniority for purposes of layoff.

11. AVTO shall be granted without requiring employees to use annual leave.

12. AVTO shall not be considered paid leave for purposes of determining overtime eligibility.

13. Employee must use all accrued comp time prior to use of AVTO.

14. Differentials are not paid on AVTO hours.

15. AVTO may affect PERS service credit. Employees shall be responsible for contacting PERS and confirming the effect of their participation in AVTO.

C. Payment Options

The Commission, Union representatives and the Auditor Controller Representatives will meet to discuss the feasibility and implementation of the flat reduction or prepaid reduction payment options.

D. Program Announcement

1. The Commission and the Union representatives shall encourage all employees who are able and willing to participate in AVTO to do so. Employees will not be disciplined, harassed, discriminated against, or otherwise adversely affected by choosing not to participate in AVTO by either the Commission or the Union.

1. The Commission and the Union Representatives shall develop and distribute literature regarding AVTO.

2. The Commission and the Union will hold joint brown bag lunch meetings to promote the AVTO program and answer questions on the AVTO program.
- E. This side-letter of agreement does not modify, abridge, or otherwise affect the current Memorandum of Understanding or other agreements between the Commission and the Union currently in effect.

BENCHMARK POSITIONS

There will be two meetings in the second year to review and update the list.

Position Title

Accounting Technician

Sr. Accounting Technician

Transportation Planner II

Transportation Planning Tech

Transportation Planner I

Transportation Planner II

Transportation Planner III

Transportation Planner IV

Administrative Assistant II

Administrative Assistant I

Administrative Assistant II

Administrative Assistant III